

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**

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1 **ECONOMIC DEVELOPMENT CONVEYANCE**
2 **MEMORANDUM OF AGREEMENT**
3 **BETWEEN**
4 **THE UNITED STATES OF AMERICA**
5 **ACTING BY AND THROUGH THE NAVY**
6 **AND**
7 **THE LOCAL REDEVELOPMENT AUTHORITY FOR**
8 **NAVAL STATION ROOSEVELT ROADS**

9
10 This Agreement (hereinafter referred to as the “**Agreement**”) is entered into this
11 20th day of December, 2011 (the “**Effective Date**”), between the **UNITED STATES**
12 **OF AMERICA**, acting by and through the Department of the Navy (the “**Navy**”), and the
13 **COMMONWEALTH OF PUERTO RICO**, acting by and through the Local Redevelopment
14 Authority for Naval Station Roosevelt Roads (the “**LRA**”), recognized as the local
15 redevelopment authority by the Office of Economic Adjustment on behalf of the Secretary of
16 Defense with regard to the disposition and conveyance of portions of the Naval Station
17 Roosevelt Roads, Puerto Rico. The Navy and the LRA are each sometimes referred to herein
18 individually as a “**Party**” and collectively as the “**Parties.**”

19
20 **RECITALS**

21
22 **WHEREAS:**

23
24 1. Pursuant to Section 8132 of the Department of Defense Appropriations Act for Fiscal
25 Year 2004 (Public Law No. 108-87; the “**Appropriations Act**”), the Navy was directed to close
26 Naval Station Roosevelt Roads, Puerto Rico (“**NSRR**”) no later than six (6) months after the
27 enactment of the Appropriations Act, and to do so pursuant to the procedures and authorities
28 contained in the Defense Base Closure and Realignment Act of 1990, as amended (title XXIX of
29 Public Law No. 101-510, 10 U.S.C. § 2687 note; the “**Base Closure Act**”).

30
31 2. On November 20, 2003, the Puerto Rico Department of Economic Development and
32 Commerce was recognized by the Office of Economic Adjustment of the Department of Defense
33 as the “**planning**” local redevelopment authority for NSRR.

34
35 3. The Navy closed NSRR on March 31, 2004.

36
37 4. On August 30, 2006, the Office of Economic Adjustment of the Department of Defense
38 recognized the LRA, also known as the Portal del Futuro Authority and the Roosevelt Roads
39 Naval Base Lands and Facilities Redevelopment Authority, as the local redevelopment authority
40 for purposes of implementing the local redevelopment plan at NSRR.

41
42 5. Pursuant to the power and authority provided by Section 2905(b)(4) of the Defense Base
43 Closure and Realignment Act of 1990, 10 U.S.C. § 2687 note, as amended, and the
44 implementing regulations of the Department of Defense (32 C.F.R. Part 174), the Secretary of

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1 the Navy is authorized to convey surplus property at a closing installation to a local
2 redevelopment authority for economic development purposes.

3
4 6. By application dated December 17, 2010, the LRA applied for an Economic
5 Development Conveyance (“**EDC**”) of approximately one thousand three hundred and seventy
6 (1,370) acres to be used and developed in accordance with the reuse plan submitted in December
7 2004, as amended on April 30, 2010 by the “Roosevelt Roads Redevelopment Addendum to the
8 2004 Reuse Plan” (“**Reuse Plan**”).

9
10 7. The Navy approved the LRA’s EDC Application on September 16, 2011.

11
12 8. The consideration for conveyance of the Property, as set forth herein, has been structured
13 to achieve an amount at least equal to the fair market value of the Property.

14
15 9. In accordance with the provisions of the Community Environmental Response
16 Facilitation Act, the Navy prepared Environmental Baseline Surveys (“**EBSs**”) for the Property,
17 as defined herein, copies of which have been provided to the LRA. The Navy has prepared
18 Findings of Suitability to Transfer (“**FOSTs**”) for several parcels located within the boundaries
19 of the Property (as defined below) as well as Findings of Suitability to Lease (“**FOSLs**”) for
20 parcels contained within the boundaries of the Property. Additionally, the Navy has prepared a
21 FOST with a Covenant Deferral Request (“**CDR**”) for a parcel located within the boundaries of
22 the Property which includes several sites for which the Navy has continuing environmental
23 remediation responsibilities. The Navy will prepare additional FOSTs for the Property. The
24 existing FOSTs, FOSLs, and CDR are attached hereto as Exhibit C.

25
26 10. For purposes of this Agreement, the Parties shall treat the Property as four (4) separate
27 parcels (that may be further subdivided into sub-parcels). Said parcels are identified as the
28 “**Clean Parcel**,” which contains all property for which the Navy has prepared and executed a
29 FOST and has determined the property to be uncontaminated in accordance with CERCLA §
30 120(h)(4), as described on Exhibit B-1; the “**LUCs Parcel**” which contains all property for
31 which the Navy has prepared and executed a FOST and has determined the property to be
32 suitable for transfer in accordance with CERCLA § 120(h)(3), as described on Exhibit B-2; the
33 “**CDR Parcel**” which contains all property for which the Navy has prepared and executed a
34 FOST with a Covenant Deferral Request in accordance with CERCLA § 120(h)(3)(C), as
35 described on Exhibit B-3; and a “**Lease Parcel**” which contains all property for which the Navy
36 has not yet completed a FOST, but has determined the property suitable to lease under the terms
37 and conditions described in the FOSL, as described on Exhibit B-4 (collectively, the “**Parcels**,”
38 and each a “**Parcel**”).

39
40 11. In accordance with the provisions of the National Environmental Policy Act (“**NEPA**”)
41 of 1969, as amended, the Navy executed a Finding of No Significant Impact (“**FONSI**”) for the
42 disposal of the Property, which is attached hereto as Exhibit D-1 and made a part hereof as if set

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1 out at length. Further, the Navy has also completed a Supplemental Environmental Assessment
2 for the Disposal of Naval Activity Puerto Rico (formerly Naval Station Roosevelt Roads) which
3 resulted in a Supplemental Finding of No Significant Impact (“**Supplemental FONSI**”) which is
4 attached hereto as Exhibit D-2 and made a part hereof as if set out at length.
5

6 12. In accordance with the provisions of the National Historic Preservation Act, the Navy
7 determined that the disposal of the Property, as hereinafter defined, will have an effect upon
8 those portions of the Property that are eligible for listing in the National Register of Historic
9 Places. A Memorandum of Agreement between the United States Navy and the Puerto Rico
10 Historic Preservation Officer concerning the disposal of Naval Activity Puerto Rico was
11 executed September 28, 2011 (“**Historic MOA**”), which is attached hereto as Exhibit Q.
12

13 **AGREEMENTS**

14
15 **NOW, THEREFORE**, in consideration of the foregoing premises and the respective
16 representations, agreements, covenants and conditions herein contained, and other good and
17 valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Navy
18 and the LRA agree as follows:
19

20 **ARTICLE 1**
21 **DEFINITIONS**

22
23 1.1 The definitions are attached hereto as Exhibit A and are hereby incorporated by
24 reference as if fully set forth herein.
25

26 **ARTICLE 2**
27 **ECONOMIC DEVELOPMENT CONVEYANCE**

28
29 2.1 Pursuant to § 2905(b)(4) of the Defense Base Closure and Realignment Act of
30 1990 (10 U.S.C. § 2687 note), as amended, and 32 C.F.R. Part 174, the Navy agrees to transfer
31 and convey all of the Navy’s right, title, and interest in the Property to the LRA under a fair
32 market value economic development conveyance, and the LRA agrees to acquire such Property
33 in consideration of the covenants, conditions and restrictions contained herein and other good
34 and valuable consideration, subject to the terms, conditions and general provisions set forth in
35 this Agreement.
36

37 **ARTICLE 3**
38 **CONVEYANCE SCHEDULE AND TRANSFERS**

39
40 3.1 Property to be Conveyed. The Navy shall convey to the LRA, and the LRA shall
41 accept from the Navy, subject to the terms, covenants, and conditions hereinafter set forth, all of
42 the Navy’s right, title, and interest in the following property:

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1
2 3.1.1 The real property consisting of approximately one thousand, three hundred
3 and seventy (1,370) acres of land located within the bounds of the former NSRR, as more
4 particularly described and delineated on Exhibit B, attached hereto, which shall include, but not
5 be limited to, any right, title or interest the Navy may have in the following (collectively referred
6 to herein as the “**Property**”):

7
8 3.1.1.1 All buildings, facilities, roadways, and other infrastructure,
9 including the storm drainage systems and the utility system infrastructure, and any other
10 improvements thereon (including all replacements and additions thereto between the date of this
11 Agreement and the date of conveyance of all the Property to the LRA).

12
13 3.1.1.2 The Easements, licenses, rights of way, or other similar
14 instruments as described in Article 5.

15
16 3.1.1.3 The hereditaments and tenements in and/or to the Property and
17 reversions, remainders, issues, profits, privileges and other rights belonging or related thereto.

18
19 3.1.1.4 All rights to minerals, gas, oil, water and similar rights.

20
21 3.1.2 The Utility Infrastructure consisting of all utilities and related support
22 infrastructure located on and off the Property that serve the Property such as electrical, water,
23 sewer, storm drainage and telecommunications lines (including all replacements and additions
24 thereto between the date of this Agreement and the date of conveyance of all the Property to the
25 LRA), as more particularly described on Exhibit E attached hereto.

26
27 3.1.3 The Navy Personal Property consisting of the Navy’s right, title, and
28 interest in all personal property located on the Property.

29 30 3.2 Conveyance Process.

31
32 3.2.1 The Initial Closing is expected to take place not later than January 25,
33 2012, unless the Parties mutually agree to extend such date.

34
35 3.2.2 The Lease Parcel, or portions thereof, is expected to be transferred by
36 Deed to the LRA in accordance with the Conveyance Schedule attached hereto as Exhibit F.

37
38 3.2.2.1 The Parties agree to meet at such times as requested by a Party,
39 but no less than annually, to discuss the status of the Conveyance Schedule. Prior to each such
40 meeting, the LRA shall deliver to the Navy a general phasing schedule that describes the
41 anticipated schedule of development on the Property for the next twenty-four (24) months.

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1 During such meetings, the Parties may mutually agree, in each Party's sole and absolute
2 discretion, to amend the Conveyance Schedule.

3
4 3.2.2.2 In the event that the Navy fails to convey a portion of the Lease
5 Parcel by the projected date set forth in the Conveyance Schedule ("**Delayed Parcel**"), within
6 ten (10) days of a written request from the LRA, the Navy shall deliver to the LRA information
7 describing (i) the current status of the remediation of the Delayed Parcel, (ii) the estimated cost
8 to complete the remediation of the Delayed Parcel, and (iii) the estimated date when the Delayed
9 Parcel can be conveyed to the LRA. If requested by the LRA, the Parties shall meet and explore
10 the potential for utilizing an Environmental Services Cooperative Agreement ("**ESCA**") under
11 which the Navy shall have the option, but not the obligation, of allowing the Consideration then
12 remaining payable to the Navy in lieu of direct payment of such consideration to the Navy to
13 fund the performance of environmental remediation on the Delayed Parcel in accordance with
14 the scope and cost agreed to by the Parties in the ESCA.

15
16 3.3 Early Transfer Negotiations. At any time, the Parties may enter into early transfer
17 negotiations for the conveyance of any Parcel or agreed upon sub-parcel by means of a covenant
18 deferral pursuant to Section 120(h)(3)(C) of CERCLA and the terms of a mutually acceptable
19 ESCA that has been approved by the Navy, the LRA, and the Governor of the Commonwealth of
20 Puerto Rico, each in their sole and absolute discretion.

21 22 3.4 FOST Conveyances.

23
24 3.4.1 The Navy shall convey the Property to the LRA by Deed(s) with all
25 required CERCLA warranties and covenants after a FOST is executed with respect to the
26 applicable portion of the Property. Unless otherwise mutually agreed by the Parties, the Navy
27 shall provide to the LRA for review and comment copies of all draft FOSTs and the contents of
28 any proposed land use covenants as they become available, provided, however, that the Navy
29 shall not execute any final FOST or execute or record any land use covenants related to the
30 Property for at least thirty (30) days after the applicable draft FOST or land use covenant is
31 provided to the LRA for review. The Navy shall promptly provide updates or revisions of such
32 draft FOSTs or land use covenants to the LRA as soon as any updates are available to the Navy.
33 Unless otherwise mutually agreed by the Parties, the revised draft final FOST or land use
34 covenant, as the case may be, must be provided to the LRA at least fifteen (15) days prior to the
35 Navy's execution or recordation of the applicable final FOST or land use covenant. Irrespective
36 of any comment or objection provided to the Navy by the LRA as a result of the LRA's review
37 of any FOST document, nothing contained herein shall limit or restrict the Navy's ability to
38 execute any FOST or record any land use covenant for the Property, or any portion thereof.

39
40 3.4.2 The FOST(s) shall summarize how applicable requirements and
41 notifications related to hazardous substances, petroleum products and other regulated materials
42 have been satisfied. The FOST(s) may prescribe land use restrictions or covenants.

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1
2 3.4.3 While the Navy is obligated to remediate the Property to industrial
3 standards, the Navy shall use its best efforts such that no land use covenant prohibits recreational
4 use on the Property.

5
6 3.5 Conveyance of Real Property.

7
8 3.5.1 The Navy agrees to convey, and the LRA agrees to accept, in accordance
9 with the terms and conditions of this Agreement, that portion of the Property identified as the
10 Clean Parcel as described in Exhibit B-1; the LUCs Parcel as described on Exhibit B-2; the CDR
11 Parcel as described on Exhibit B-3; together with all of the buildings and improvements and
12 personal property located thereon; utilities, utility systems and poles to the extent provided
13 herein; and all rights, easements and appurtenants thereunto belonging; all subject to the terms,
14 conditions and general provisions set forth in this Agreement. The Parties agree that the Navy
15 shall convey the Clean Parcel, the LUCs Parcel, and the CDR Parcel to the LRA by virtue of
16 good and sufficient Deeds, in the form shown in Exhibit G-1, Exhibit G-2, and Exhibit G-3, as
17 applicable.

18
19 3.5.1.1 The Parties acknowledge that one hundred and thirty-four
20 (134) acres of land and improvements within the Property ("**Port Property**"), and envisioned to
21 be conveyed as part of this Agreement, have been requested by the Governor of Puerto Rico for
22 conveyance to the Commonwealth of Puerto Rico as a port public benefit conveyance ("**PBC**").
23 This request has been reviewed and approved by the U.S. Department of Transportation,
24 Maritime Administration. The Parties agree that as a pre-requisite to transferring the Port
25 Property under this Agreement, the LRA must provide a written request, executed by the
26 Governor of the Commonwealth of Puerto Rico, indicating that (a) the PBC request has been
27 withdrawn, and (b) concurring with the conveyance of the Port Property under this Agreement.
28 In the event that such a letter is not provided by the Initial Closing, the Navy shall tender a deed
29 to the Commonwealth of Puerto Rico under the approved PBC. Should the Commonwealth of
30 Puerto Rico fail to accept the tendered deed within ninety (90) days, the Parties agree that the
31 Navy shall be free to dispose of the Port Property by alternate means.

32
33 3.5.2 The Parties agree to cooperate to execute any additional documentation or
34 deeds that may be required in order for the Deeds to be recorded in the land records of the
35 Commonwealth of Puerto Rico.

36
37 3.6 Lease in Furtherance of Conveyance. At the Initial Closing, the Parties will
38 execute and deliver a Lease in Furtherance of Conveyance ("**LIFOC**"), in the form shown in
39 Exhibit J, for the Lease Parcel.

40
41 3.7 Transfer of Personal Property. At the Initial Closing, the Navy shall execute and
42 deliver to the LRA a Bill of Sale for personal property, which shall be substantially in the form

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1 of Exhibit K-1 attached hereto and made a part hereof (the “**Bill of Sale**”), together with
2 applicable certificates of title for all vehicles.

3
4 3.8 Subsequent Conveyances. Within thirty (30) days of written notice from the
5 Navy to the LRA of the Navy’s issuance of a FOST for any portion of the Lease Parcel, the Navy
6 will tender to the LRA a draft Deed, substantially in form and substance to that shown in Exhibit
7 G-1 or Exhibit G-2 hereto, as appropriate, for that portion of the Lease Parcel to be conveyed to
8 the LRA in connection with an additional Closing.

9
10 3.8.1 Each Deed shall convey title to the portion of the Lease Parcel for which
11 the Navy has issued a FOST and which is to be conveyed to the LRA, together with all of the
12 buildings and improvements located thereon, and all rights, easements, and appurtenances
13 thereunto belonging.

14
15 3.8.2 The LRA shall provide the Navy with any written comments on the draft
16 Deed within fifteen (15) days of receipt. The Navy shall consider the LRA’s comments in good
17 faith and produce a revised version of the Deed within ten (10) days of receipt of the LRA’s
18 comments which will include any amendments the Navy deems appropriate.

19
20 3.8.3 Except as set forth in Section 3.8.3.1, the LRA hereby agrees that it will
21 accept the Deed within thirty (30) days of the receipt of the Navy tendered Deed; provided,
22 however, that the acceptance date may be extended with the mutual agreement of the Parties.

23
24 3.8.3.1 The LRA shall not be obligated to accept a Deed or Deeds
25 conveying SWMU 11 (Building 38) or SWMU 77 (Firing Range), as identified on Exhibit B-4,
26 if, at the time of tender, the executed FOST and tendered Deed have not been reviewed and
27 determined to be fully acceptable by Region 2, Environmental Protection Agency. This
28 condition can be waived by the LRA in its sole discretion.

29
30 3.8.4 Upon acceptance of the Deed, (i) the LIFO for the portion of the Lease
31 Parcel for which the Navy has conveyed title shall automatically terminate with respect to the
32 portion of the Lease Parcel to be conveyed to the LRA, (ii) all references to the Lease Parcel
33 shall be deemed to exclude the land conveyed by the Deed(s) conveying title, and (iii) the
34 LIFO shall continue in full force and effect with respect to any remaining portion of the Lease
35 Parcel. Except as set forth in Section 3.11.2, should the LRA fail to accept a Deed tendered by
36 the Navy within the above thirty (30) days, (i) the LIFO shall terminate in its entirety with
37 respect to the portion of the Lease Parcel to be conveyed to the LRA, (ii) except as set forth in
38 Section 4.2.5, the LRA shall receive no discount or adjustment from the Consideration payable
39 to the Navy for the Property it does not accept, (iii) the Navy shall have the right to dispose of
40 the Lease Parcel not accepted by the LRA by other means, and (iv) the Navy shall have the
41 exclusive right to any proceeds realized as a result of disposition of the Property not accepted by
42 the LRA.

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1
2 3.9 Title/Deed.
3

4 3.9.1 The Property shall be conveyed by good and sufficient Deeds in the form
5 shown in Exhibit G-1, Exhibit G-2, and Exhibit G-3, and title to the Property shall be fee simple.
6 The Deed shall contain covenants and warranties required under CERCLA and other applicable
7 laws, and shall convey all rights and title held to the Property, free from all parties in possession
8 and encumbrances, except for the following:
9

10 3.9.1.1 All necessary and required institutional controls, reservations,
11 and restrictions, easements, covenants, conditions and notices in connection with the Navy's
12 completion of environmental remediation and conveyance of such portions of the Property to the
13 LRA;

14 3.9.1.2 Existing easements, reservations and restrictions of record
15 insofar as the same are in force and applicable as of the date of such Deed;

16 3.9.1.3 Existing building or zoning laws, as applicable;

17 3.9.1.4 Applicable notices, conditions, and restrictions of the FONSI
18 and Supplemental FONSI, the Historic MOA, and applicable state or federal laws; and
19

20 3.9.1.5 Any such other easements, encumbrances, reservations or
21 restrictions as may be mutually agreed upon in writing by the Parties hereto.
22

23 3.9.2 Prior to the Closing, the LRA may, at the LRA's sole option, obtain (i) a
24 preliminary title report of the Property issued by a Title Company (the "**Title Report**"), and (ii) a
25 survey of the Property (the "**Survey**", together with the Title Report and the Survey, collectively
26 being referred to as the "**Title and Survey Materials**"). The Title Report for the Initial Closing
27 is attached hereto as Exhibit H. The LRA shall have an opportunity to review the Title and
28 Survey Materials to determine, in its sole discretion, their acceptability, including, without
29 limitation, the legal description of the Property based upon the Survey, the quality of title
30 (including any proposed restrictions), and all other matters included in the Survey and the Title
31 Report. The Navy agrees to execute an appropriate title affidavit agreed to by both Parties,
32 substantially similar to Exhibit P.
33
34
35
36

37 3.10 Sub-parcels. Sub-parcelization of any Parcel may be considered and a sub-parcel
38 may be conveyed as mutually agreed to by the Parties.
39

40 3.11 SWMU 11 (Building 38) and SWMU 77 (Firing Range). In accordance with
41 the LIFOC, the LRA is prohibited from entering SWMU 11 (Building 38) and SWMU 77 (Firing
42 Range), as identified on Exhibit B-4. Security, maintenance, repair, upkeep and inspection of the

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1 interior, exterior and subsurface of SWMU 11 (Building 38) and SWMU 77 (Firing Range) shall
2 be the responsibility of the Navy. The LRA's tenancy with respect to SWMU 11 (Building 38)
3 and SWMU 77 (Firing Range) is acknowledged by the Navy to place no obligations upon the
4 LRA other than to be excluded from entry into SWMU 11 (Building 38) and SWMU 77 (Firing
5 Range). In the event of an emergent circumstance affecting SWMU 11 (Building 38) and
6 SWMU 77 (Firing Range), the LRA, its agents, contractors and area first responders shall not
7 respond or take any other action related to SWMU 11 (Building 38) and SWMU 77 (Firing
8 Range).

9
10 3.12 The LIFOC shall not terminate with respect to SWMU 11 (Building 38) and
11 SWMU 77 (Firing Range) pursuant to Section 3.8.4 until such time as the condition set forth in
12 Section 3.8.3.1 is satisfied.

13
14 **ARTICLE 4**
15 **CONSIDERATION**

16
17 4.1 Consideration. In consideration for the conveyance of the Property, the LRA
18 shall pay to the Navy Initial Consideration and Additional Consideration, as defined and
19 described in this Article 4.

20
21 4.2 Initial Consideration.

22
23 4.2.1 Amount of Initial Consideration. The LRA shall pay the Navy "**Initial**
24 **Consideration**" in the amount of Eight Million Forty Thousand Dollars (\$8,040,000.00),
25 payable as follows:

26
27 4.2.1.1 Two Hundred Thousand Dollars (\$200,000.00) at the Initial
28 Closing ("**Initial Payment**"); and

29
30 4.2.1.2 Seven Million Eight Hundred and Forty Thousand Dollars
31 (\$7,840,000.00) in fifteen annual equal principal installments plus interest (each, an
32 "**Installment Payment**"). The first Installment Payment is due the later of (i) September 30,
33 2015, or (ii) thirty (30) days following the conveyance of both SWMU 3 and SWMU 70, as
34 identified on Exhibit B-4, to the LRA. Each subsequent Installment Payment is due on the one
35 (1) year anniversary of the previous Installment Payment. Each Installment Payment shall
36 consist of (i) the amount of the Installment Payment then due, plus (ii) the Interest Rate
37 multiplied by the amount of Initial Consideration that had not yet been paid as of the beginning
38 of the prior year (i.e., the Initial Consideration minus the total of Installment Payments that were
39 actually paid through the prior year). Interest shall be calculated at 150 basis points over the
40 U.S. Treasury 10 Year Composite Note utilizing the rate established on the first day of the month
41 immediately prior to the due date that the first Installment Payment is due ("**Interest Rate**").
42

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1 4.2.2 Pre-Payment. The Initial Consideration may be pre-paid by the LRA
2 without penalty at the net present value of the amount then due as calculated at 150 basis points
3 over the U.S. Treasury 10 Year Composite Note as of the date of the Initial Closing.
4

5 4.2.3 Security for Initial Consideration. The LRA shall provide security for the
6 payment of the Initial Consideration by a document evidencing the full faith and credit of an
7 agency, department, or instrumentality of the Commonwealth of Puerto Rico or such other
8 security that is acceptable to the Navy (the “**Security Interest**”) in the form set forth in Exhibit
9 R.
10

11 4.2.4 Deferral of Initial Consideration. The expected schedule for conveyance
12 of the Lease Parcel is attached hereto in the Conveyance Schedule and made a part hereof as
13 Exhibit F. At the Initial Closing, the Navy will convey title to 1,020.9 of the 1,370.7 acres.
14 Together SWMU 3 and SWMU 70, as identified on Exhibit B-4, consist of 165.4 acres for a total
15 conveyed to the LRA of 1,186.3 acres or 86.5 % of the Property. The LRA shall have the right
16 to withhold from each Installment Payment an amount equal to the proportionate amount of the
17 Property not yet conveyed to the LRA by Deed as a percentage of the total Property, multiplied
18 by the amount then due under the Security Interest (hereinafter the “**Deferred Amount**”). No
19 interest will accrue on the Deferred Amount, and the Deferred Amount will be added to the
20 amount due in the next Installment Payment in accordance with the terms and conditions of the
21 Security Interest.
22

23 4.2.4.1 For clarity purposes only, the following example and
24 description is provided. The numerator shall be equal to the total number of acres of the
25 Property conveyed, divided by the denominator which shall be equal to the total acreage of the
26 Property (1,370.7). Therefore, if the Navy fails to convey Property in accordance with Section
27 4.2.1.2, the LRA’s obligation to pay the first Installment Payment will be limited to the
28 proportionate amount of Property actually conveyed (1,186.3 acres) divided by 1,370.7 acres,
29 which equals 86.5% of the real property. Accordingly, the LRA would be obligated to pay Navy
30 \$452,107.00 with \$70,560.00 deferred without the accrual of interest, and added to the LRA’s
31 obligation for Year 2 of the Security Interest. This deferment of payment under the Security
32 Interest shall continue until all of the Property is conveyed to the LRA.
33

34 4.2.5 Prohibition on Recreational Use. In the event that a proposed land use
35 restriction prohibits recreational use on any portion of the Property, then the Parties shall meet
36 and confer regarding the proposed restriction, the value of such portion of the Property and any
37 other potential remedies. If after a period of six (6) months, the Parties are unable to reach an
38 alternate solution, then the LRA shall have sixty (60) days from receipt of a written notice from
39 the Navy to elect to accept such portion of the Property and proceed with Closing. If after sixty
40 (60) days the LRA has not chosen to accept such portion of the Property, then this Agreement
41 shall terminate as to such portion of the Property. If this Agreement terminates as to such
42 portion of the Property, the Navy shall have the right to transfer or convey such portion of the

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1 Property to others by means of a public sale. Any proceeds received by the Navy from the
2 public sale shall be applied as a credit to the amount of Consideration then due and payable by
3 the Authority.

4 5 4.3 Additional Consideration.

6
7 4.3.1 Amount of Additional Consideration. The LRA shall pay the Navy
8 “**Additional Consideration**” in the amount of forty percent (40%) of all Real Estate Proceeds
9 (as defined herein) in excess of Fifty Six Million, Eight Hundred Thousand Dollars
10 (\$56,800,000.00) received by the LRA through September 30, 2035. When due, such payments
11 shall be paid annually on or before September 30 of each year for the time period between June
12 30 of the previous year and June 30 of the current year.

13
14 4.3.2 Real Estate Proceeds. The term “**Real Estate Proceeds**” means monies
15 received by the LRA from the lease, sale, assignment, or license of any portion of real property
16 in the Property, excluding any monies received by the LRA (i) from a public entity that is
17 providing monies to the LRA to reimburse the LRA for costs and operating expenses (i.e.
18 utilities, maintenance, etc.), and (ii) in connection with the provision, sale or transfer of Utilities
19 or Utility Services, as defined herein. The Real Estate Proceeds shall be determined based upon
20 the monies due to the LRA under a transfer, sale, assignment, lease, or license of real property in
21 the Property as established in the contract for transfer, sale, assignment, lease, or license. The
22 LRA shall have the right to determine the price for any such transfer, sale, assignment, lease, or
23 license of real property in its sole and absolute discretion.

24
25 4.3.3 Outside Scope Payment. If at any time within the five (5) year period
26 beginning on the date of the Initial Closing, the LRA sells, leases, assigns, or licenses any
27 portion of the Property for a purpose not reasonably contemplated in the Reuse Plan (“**Outside**
28 **Scope Parcel**”), the LRA agrees to pay to the Navy seventy-five percent (75%) of the Net
29 Proceeds received by the LRA for such Outside Scope Parcel in excess of the amount of the
30 Initial Consideration then outstanding (“**Outside Scope Payment**”). Any Outside Scope
31 Payment required to be paid to the Navy under this section shall be in lieu of an Additional
32 Consideration payment for such parcel.

33
34 4.3.4 Army Reserve. The Parties recognize that the U.S. Army Reserve
35 currently occupies an approximately fifty-four (54) acre site on the Property (“**Existing Army**
36 **Site**”), and the LRA desires to relocate the U.S. Army Reserve to an approximately eighty (80)
37 acre site on the Property (“**New Army Site**”) removed from the Existing Army Site. If the LRA
38 and the U.S. Army Reserve agree to relocate the U.S. Army Reserve to the New Army Site, the
39 Parties agree that any future disposal of the Existing Army Site by the LRA shall be in
40 accordance with this Agreement and result in the LRA paying the appropriate amount of
41 Additional Consideration, as described above, for the Existing Army Site, and the LRA shall not
42 be subject to the payment of Additional Consideration for the New Army Site.

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1
2 4.3.4.1 This principle shall apply to other similar exchanges of parcels
3 of Property.
4

5 4.4 Records. The LRA shall maintain an accounting and reporting system which
6 tracks the amount of Real Estate Proceeds received by the LRA for purposes of determining
7 Additional Consideration due to the Navy.
8

9 4.5 Economic Development Purposes. Any proceeds from a sale, lease, or equivalent
10 use of the Property (i.e., any mechanism that serves to accomplish the same purposes of a sale or
11 lease such as licenses, permits, concession agreements, etc.) received by the LRA for the
12 Property during the first seven (7) years after the Initial Closing must be used to pay the Navy
13 the Initial Consideration and the Additional Consideration as set forth herein, or to support long-
14 term job creation and the economic redevelopment of, or related to, the Property. Tax revenues
15 shall not be construed to be proceeds from a sale, lease, or equivalent use of the Property. For
16 purposes of the requirement set forth in 32 C.F.R. 174.9(d)(8), the Parties confirm that the
17 LIFO is a transfer for purposes of computing the reinvestment period.
18

19 4.5.1 Examples of Allowable Uses of Proceeds. Allowable uses of proceeds
20 pursuant to Section 4.5 include payment for, or offsetting the costs of public investment, for
21 the following purposes:
22

- 23 4.5.1.1 Land acquisition;
- 24 4.5.1.2 Road construction;
- 25 4.5.1.3 Transportation management facilities;
- 26 4.5.1.4 Storm and sanitary sewer construction;
- 27 4.5.1.5 Police and fire protection facilities and other public facilities;
- 28 4.5.1.6 Utility construction;
- 29 4.5.1.7 Building rehabilitation;
- 30 4.5.1.8 Historic property preservation;
- 31 4.5.1.9 Pollution prevention equipment or facilities;
- 32 4.5.1.10 Demolition;
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- 1 4.5.1.11 Disposal of hazardous materials generated by demolition;
- 2
- 3 4.5.1.12 Landscaping, grading, and other site or public improvements;
- 4 and
- 5
- 6 4.5.1.13 Planning for or the marketing of the redevelopment and reuse
- 7 of the Property.
- 8

9 Other activities on the Property that are related to those listed above (including, for
10 example, new construction related to job creation and economic redevelopment, construction of
11 affordable housing, environmental remediation of the Property, environmental insurance, any
12 other capital improvements required to support the economic redevelopment of the Property,
13 management and leasing of the Property needed to market its redevelopment and reuse and
14 implementation, oversight and regulation of redevelopment of the Property via any contracts
15 with public or private entities) would also be considered an appropriate, allowable use of such
16 proceeds.

17

18 4.5.2 Records. Consistent with standard accounting practices for tax purposes,
19 the LRA shall maintain adequate records and books of account for income and expenses
20 related to the redevelopment of the Property detailing transactions described in Section 4.5 and
21 Section 4.5.1. The LRA shall provide the Navy with access to such records and books of
22 account and proper facilities for inspection thereof at all reasonable times.

23

24 4.5.3 Recoupment of Proceeds. The Navy may recoup all proceeds described
25 in Section 4.5, which have not been reinvested in allowable uses described in Section 4.5 or
26 Section 4.5.1. If recoupment is desired after review of annual financial statements, the Navy
27 shall notify the LRA in writing that it intends to recoup proceeds in a specific amount,
28 describing why it believes that those proceeds have not been reinvested as required by Section
29 4.5 or Section 4.5.1. Within sixty (60) days of receipt of such notification, the LRA shall
30 submit its response to the Navy. Within sixty (60) days of receipt of the LRA’s response or
31 within sixty (60) days of the date the LRA’s response was due under this Section, the Navy
32 shall issue its decision on the matter, which shall be final and binding on the LRA, subject to
33 the dispute resolution procedures contained in Article 27. The LRA shall pay the amount of
34 recoupment due within sixty (60) days of final resolution of the dispute.

35

36 4.5.4 The obligations set forth in this Section 4.5 will survive Closing.

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ARTICLE 5
EASEMENTS AND OTHER SIMILAR INSTRUMENTS

5.1 Easements or Other Similar Instruments. At each Closing, the Navy shall grant to the LRA or reserve to itself the following easements, licenses, rights of way, or other similar instruments, as applicable, and at locations mutually and reasonably agreeable to by the Parties and adjusted from time to time.

5.1.1 Access Easements.

5.1.1.1 The Navy shall, without cost, grant to the LRA non-exclusive easements, licenses, rights of way, or other similar instruments for ingress and egress on, over and across existing roads on Navy owned Parcels for pedestrian, vehicular and other access (the “**Road Easements**”) as required to connect the LRA owned Parcels to each other and to connect the LRA owned Parcels to publicly accessible roads adjacent to the Navy owned Parcels (the “**LRA Access Easements**”). At the Initial Closing, the LRA Access Easements related to the Property shall be granted for the area described in Exhibit I-1 attached hereto, or to the extent mutually agreed by the Parties, in the applicable Deeds or as a license, right of way, or other similar instrument. The Parties shall identify the need for and negotiate in good faith the location of subsequent LRA Access Easements related to other Parcels prior to the subsequent Closing of each such Parcel.

5.1.1.2 The Navy may reserve to itself, its successors and assigns non-exclusive easements or other similar instruments for ingress and egress on, over and across existing roads on Parcels to be conveyed to the LRA for pedestrian, vehicular and other access as required to connect the Navy owned Parcels to each other, to connect the Navy owned Parcels to publicly accessible roads adjacent to the Parcel to be conveyed to the LRA (“**Navy Reserved Access Easement**”). The Navy may reserve non-exclusive easements or other similar instruments for access to third parties that own portions of the former NSRR, which were previously disposed of and conveyed by the Navy, for ingress and egress on, over and across existing roads on Parcels to be conveyed to the LRA for pedestrian, vehicular and other access as required to connect third party owned parcels of real property to public roads adjacent to the Parcel to be conveyed to the LRA (“**Third Party Access Easement**”). The Navy Reserved Access Easement and Third Party Access Easement are collectively referred to as the “**Navy Access Easements.**” Such Navy Access Easements shall be reserved or granted by the Navy substantially in conformance with the areas shown on Exhibit I-2.

5.1.1.3 The LRA Access Easements and Navy Access Easements shall include the following:

5.1.1.3.1 Each Party shall have the right, but not the obligation, to access, repair and maintain such roads, at its own expense, and to the extent that

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1 such access, repair or maintenance does not interfere with the development or the environmental
2 remediation of any of its own property.

3
4 5.1.1.3.2 Use of existing roadways by the Parties to the
5 LRA Access Easements or Navy Access Easements, or their successors or assigns, shall be at the
6 sole cost and expense of said Parties, their successors and assigns, without any representation or
7 warranty on the part of the Parties regarding the condition or state of repair of said roadways or
8 any obligation to make, or liability for, any alterations, improvements, repairs or additions
9 thereto.

10
11 5.1.1.3.3 The location of the LRA Access Easements and
12 Navy Access Easements will be adjusted from time to time as necessary to accommodate the
13 redevelopment activity. The Party on whose property the LRA Access Easements or Navy
14 Access Easements exists (the "**Owner Property**") shall not redevelop, close, abandon,
15 reconfigure or replace existing roadways within such easement in such a manner that would
16 unreasonably interfere with the ability of the other Party to exercise its access rights to the
17 easement except where the Party on whose property the LRA Access Easements or Navy Access
18 Easements exists provides the other Party with suitable comparable alternative access over other
19 areas of the Property. Where such redevelopment, closure, abandonment, reconfiguration or
20 replacement is necessary to conduct actions required by the redevelopment that results in such
21 roadway subject to this easement no longer providing the intended access or otherwise ceasing to
22 exist, the LRA Access Easement or Navy Access Easements, as applicable, shall be moved from
23 time to time to include, in the following order of priority either (i) access over other improved
24 roads that may exist on the Owner Property, (ii) access over other unimproved roads that may
25 exist on the Owner Property, or (iii) access over other unimproved portions of the Owner
26 Property. The adjustment of the Access Easements shall be completed by revising the exhibits in
27 the original Deeds or other applicable instruments with written approval by the Navy or the
28 LRA. The approval will not be unreasonably withheld.

29
30 5.1.1.3.4 The Navy Access Easements shall continue until
31 such time as final subdivision maps are recorded and attendant street dedications provide public
32 access. The LRA Access Easements shall continue until such time as either the Parcel is owned
33 by the LRA or final subdivision maps are recorded and attendant street dedications provide
34 equivalent access.

35
36 5.1.2 Utility Easements. Prior to the Initial Closing and any subsequent
37 Closing, as appropriate, the Navy shall grant to the LRA on Navy owned Parcels, or reserve to
38 itself on Parcels being conveyed to the LRA, easements, licenses, rights of way, or other similar
39 instruments for the operation and maintenance of existing utilities, and installation, operation and
40 maintenance of all or portions of new utility systems on said Parcels ("**Utility Easements**").
41 Such Utility Easements on Parcels being conveyed to the LRA shall be reserved by the Navy
42 substantially in conformance with the areas shown on Exhibit I-3. The location of the Utility

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1 Easements will be adjusted from time to time as necessary to accommodate the redevelopment
2 activity. The Party on whose property the Utility Easements exist (the “**Owner Property**”) shall
3 not redevelop, close, abandon, reconfigure or replace existing utilities within such easement in
4 such a manner that would unreasonably interfere with the ability of the other Party to exercise its
5 use of the utilities except where the Party on whose property the Utility Easements exists
6 provides the other Party with suitable comparable alternative utility service and easements over
7 other areas of the Property. Where such redevelopment, closure, abandonment, reconfiguration
8 or replacement is necessary to conduct actions required by the redevelopment that results in such
9 utility no longer providing the intended service or otherwise ceasing to exist, the Utility
10 Easement, as applicable, shall be moved from time to time to include, in the following order of
11 priority either (i) utilities in other improved roads that may exist on the Owner Property, (ii)
12 utilities in other unimproved roads that may exist on the Owner Property, or (iii) utilities in other
13 unimproved portions of the Owner Property. The adjustment of the Utility Easements shall be
14 completed by revising the exhibits in the original Deeds or other applicable instruments with
15 written approval by the Navy or the LRA. The approval will not be unreasonably withheld.

16
17 5.1.3 Assignable Easements. As part of the Initial Closing, the Navy shall
18 assign to the LRA the assignable easements, leases, licenses and encroachment permits held by
19 the Navy over, under, or through non-Navy owned property necessary for the operation,
20 maintenance, or improvement of the Property, as listed on Exhibit I-4, attached hereto (the
21 “**Assignable Easements**”).

22
23 5.2 Cost of Work on the Easements. The cost of any work and improvements on the
24 easements shall be borne entirely by the Party undertaking such work, except to the extent agreed
25 to in writing by the Parties. The cost of the preparation of surveys and legal descriptions of the
26 easements shall be borne by the requesting Party, except to the extent agreed to in writing by the
27 Parties.

28
29 5.3 Building 31. The Navy desires to use “**Building 31**” located on the Property
30 following the Initial Closing, as described in Exhibit S. At the Initial Closing, the Parties shall
31 execute an agreement for Building 31 substantially in the form set forth as Exhibit S (“**Building**
32 **31 Agreement**”). The Building 31 Agreement sets forth the rights and responsibilities of the
33 Parties for the continued use by the Navy of Building 31.

ARTICLE 6 CLOSING AND SETTLEMENT

34
35
36
37
38 6.1 Navy Deliveries. The Navy shall deliver at the Initial Closing and, to the extent
39 applicable, any other Closings, the following documents, as applicable (“**Navy Closing**
40 **Documents**”), in a form previously reviewed and approved by the LRA, and duly executed and
41 authorized (and acknowledged if necessary for recordation):
42

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1 6.1.1 Deed(s) in the forms set forth in Exhibit G-1, Exhibit G-2, and Exhibit
2 G-3 attached hereto.

3
4 6.1.2 Final FOST(s), as appropriate for such Parcel(s) to be conveyed at such
5 Closing that meet the conditions of Section 3.4, and copies of all Regulatory Authority
6 approvals obtained for the applicable Parcel.

7
8 6.1.3 Bill of Sale for the Navy Personal Property conveyed to the LRA for
9 such Parcel(s), in substantially the form set forth in Exhibit K-1.

10
11 6.1.4 Any Access Easement(s) required by the LRA relating to such Parcel(s),
12 in accordance with this Agreement, which shall be substantially in the form set forth in Exhibit
13 I-5.

14
15 6.1.5 Any Utility Easement(s) required by the LRA relating to such Parcel(s),
16 in accordance with this Agreement, which shall be substantially in the forms set forth in
17 Exhibit I-6 and Exhibit I-7.

18
19 6.1.6 Any appropriate instruments assigning the Assignable Easement(s)
20 required by the LRA in accordance with this Agreement, which shall be substantially in the
21 form set forth in Exhibit I-8.

22
23 6.1.7 A LIFO in the form set forth in Exhibit J.

24
25 6.1.8 Utilities Bills of Sale in the forms set forth as Exhibit K-2, Exhibit K-3,
26 and Exhibit K-4.

27
28 6.1.9 The Building 31 Agreement as set forth in Exhibit S.

29
30 6.1.10 Such additional documents as may be required to record the Deeds,
31 easements, or other documents under this Agreement or by Puerto Rico law.

32
33 6.1.11 Representation to the LRA, in substantially the form set forth in Exhibit
34 L-1, stating that as of the date of Closing, the Navy has the full capacity, right, power, and
35 authority to execute, deliver, and perform this Agreement pursuant hereto for the Closing
36 unless subsequently prohibited by law.

37
38 6.2 The LRA Deliveries. The LRA shall deliver to the Initial Closing and, to the
39 extent applicable, any other Closings, the Initial Payment of the Initial Consideration payable in
40 accordance with Section 4.2.1.1 and the following documents in a form previously reviewed and
41 approved by the Navy, and duly executed and authorized (and acknowledged if necessary for
42 recordation) (the “**LRA Closing Documents**”):

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6.2.1 Acceptance of Deed(s) in the forms set forth in Exhibit G-1, Exhibit G-2, and Exhibit G-3 attached hereto.

6.2.2 A LIFO in the form set forth in Exhibit J.

6.2.3 Acceptance of the Bill of Sale for the Navy Personal Property conveyed to the LRA for such Parcel(s), in substantially the form set forth in Exhibit K-1

6.2.4 For the Initial Closing, acceptance of the Utilities Bills of Sale in the forms set forth as Exhibit K-2, Exhibit K-3, and Exhibit K-4.

6.2.5 Acceptance of any Access Easement(s) required by the LRA relating to such Parcel(s) in accordance with this Agreement, which shall be substantially in the form set forth in Exhibit I-5, attached hereto.

6.2.6 Acceptance of any Utility Easement(s) required by the LRA relating to such Parcel(s) in accordance with this Agreement, which shall be substantially in the forms set forth in Exhibit I-6 and Exhibit I-7, attached hereto.

6.2.7 Acceptance of any Assignable Easement(s), Non-Assignable Easements and the Unperfected Easements required by the LRA relating to such Parcel(s), in accordance with this Agreement, which shall be substantially in the form set forth in Exhibit I-8, attached hereto.

6.2.8 The Building 31 Agreement as set forth in Exhibit S.

6.2.9 Such additional documents as may be required to record the Deeds, easements, or other documents under this Agreement or by Puerto Rico law.

6.2.10 Representation to the Navy, in substantially the form set forth in Exhibit L-2, stating that as of the date of Closing, the LRA has the full capacity, right, power, and authority to execute, deliver, and perform this Agreement pursuant hereto for the Closing unless subsequently prohibited by law.

**ARTICLE 7
UTILITIES**

7.1 Conveyance of Utilities. Conveyance of the Utility Systems will be accomplished by Utilities Bills of Sale as shown at Exhibit K-2 (Electric System), Exhibit K-3 (Water System), Exhibit K-4 (Wastewater System) and a Grant of Easement or Right of Way for the Utility Systems as shown on Exhibit I-7 for those areas set forth in Exhibit I-4.

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1
2 7.1.1 The Navy shall convey the Electric System and the Water System to the
3 LRA, consistent with the terms and conditions in this Agreement and the appropriate Utilities
4 Bills of Sale, at the Initial Closing. At the Initial Closing, the Navy shall execute and deliver to
5 the LRA the Bill of Sale for the Electric System (Exhibit K-2), the Bill of Sale for the Water
6 System (Exhibit K-3), and the Grant of Easement or Right of Way for the Utility Systems
7 (Exhibit I-7). At such time as the Parties mutually agree, the Wastewater System shall be
8 conveyed to the LRA in a shut-down condition by execution and delivery of the Bill of Sale for
9 the Wastewater System (Exhibit K-4).

10
11 7.2 Permit to Draw Water. The Parties understand that the LRA has been granted, or
12 will be granted at or prior to the Closing Date, a permit to draw water that will be effective upon
13 the conveyance of the Water System to the LRA. Simultaneously with the execution of this
14 Agreement, the Navy agrees to execute a Water Permit Abandonment Notice substantially in the
15 form attached hereto as Exhibit N that abandons, as of the Initial Closing, the Navy's permit to
16 draw water for the Water System dated June 5, 1944.

17
18 7.3 Risk of Loss. As of the date of conveyance of the Utility Systems, the LRA shall
19 assume responsibility for care and handling all risks of loss or damage to the Utility Systems and
20 shall have all obligations and liabilities of ownership.

21
22 7.4 Condition of Utility System. The Utility Systems are offered "as is" and "where
23 is" without representation, warranty, or guarantee as to quality, quantity, character, condition,
24 size, or kind, or that the same is in condition or fit to be used for any purpose for which it is
25 intended, except as set forth herein, and no claim for any allowance or deduction upon such
26 grounds will be considered.

27
28 7.5 Possession. Possession of the Utility Systems will be granted upon conveyance.

29
30 7.6 Title Evidence. Any title evidence, which may be desired by the LRA, will be
31 procured at its sole cost and expense. The Navy will, however, cooperate with the purchaser or
32 its authorized agent in this connection and will permit examination and inspection of any
33 documents relating to the title of the Utility Systems involved as it may have available. It is
34 understood that the Navy will not be obligated to pay for any expenses incurred in connection
35 with title matters or survey of the Utility Systems.

36
37 7.7 Liability for Taxes. From the date of conveyance of the Utility Systems, the LRA
38 shall assume responsibility for any general and/or special real and personal Utility System taxes
39 which may be assessed by the Commonwealth of Puerto Rico on the Utility Systems. The
40 execution of this Agreement by the Navy on behalf of the United States of America cannot be
41 construed as a waiver of federal sovereign immunity for any taxation purposes related to the
42 transfer of real and personal property under this Agreement. The LRA will not be responsible

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1 for any taxes assessed, owed, or due prior to the conveyance date. The United States of America
2 is not liable for reimbursing the LRA for any taxes the LRA pays to the Commonwealth of
3 Puerto Rico for the transfer of a Utility System or other real or personal property under this
4 Agreement. The Navy does not know of any past due taxes or past due payments in lieu of taxes
5 which are owed by the United States of America (Department of the Navy) for a Utility System.
6

7 7.8 Taxes and Recording. The LRA shall pay all taxes, if any, imposed on this
8 transaction and shall obtain at its own expense and affix to all instruments of conveyance and
9 security documents such revenue and documentary stamps as may be required by Federal and
10 local law. All instruments of conveyance shall be placed on record in the manner prescribed by
11 local recording statutes at the LRA's expense.
12

13 7.9 Non-Discrimination. The LRA covenants for itself, its successors and assigns in
14 interest to the Utility Systems hereby conveyed, or any part thereof, that the LRA and such
15 successors and assigns shall not discriminate upon the basis of race, color, sex, religion, or
16 national origin in the use, occupancy, sale or lease of the Utility Systems, or in their employment
17 practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a
18 room or rooms within a family dwelling unit; nor shall it apply with respect to religion to
19 premises used primarily for religious purposes. The United States of America shall be deemed a
20 beneficiary of this covenant without regard to whether it remains the owner of any land or
21 interest therein in the locality of the Utility Systems hereby conveyed and shall have the sole
22 right to enforce this covenant in any court of competent jurisdiction.
23

24 7.10 Utility Systems to be Sold Subject to Easements. The Utility Systems will be sold
25 subject to any and all recorded existing reservations, easements, restrictions and rights, for
26 private and public roads, highways, streets, pipelines, railroads, Utility Systems, waterlines,
27 sewer mains and lines, drainage, power lines, and other rights-of-way, including but not limited
28 to the specific easements, restrictions, reservations, rights and covenants described herein.
29

30 7.11 Post-Conveyance Obligations. The Parties recognize and agree that nothing in
31 this Agreement obligates the LRA to provide electric, potable water, and wastewater treatment
32 services (collectively, "**Utility Services**") to the Navy or to operate and maintain the Utility
33 Systems following the conveyance of the Utility Systems to the LRA, unless the LRA executes,
34 or causes to be executed, separate Utility Services agreements with the Navy. Further, the
35 Parties recognize and agree that any agreement to provide Utility Services to any entity is outside
36 the scope of this Agreement and subject to individual Utility Services agreements to be
37 separately negotiated and executed by the LRA.
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ARTICLE 8
TIME OF THE ESSENCE

8.1 Time is of the Essence. The Parties agree that a fundamental component of this Agreement is the timely disposal of the Property by the Navy, which will permit the economic redevelopment of the Property. Accordingly, the Parties agree that time is of the essence in this Agreement.

ARTICLE 9
ENVIRONMENTAL REPORTS

9.1 From and after the Effective Date, the Navy will make available to the LRA all known Environmental Reports prepared by or for the Navy with respect to the Property that is subject to the Closing. The LRA and its agents, its successors, and its transferees, at their own expense, shall have the right to inspect, review, and copy any or all of the Environmental Reports within a reasonable timeframe of providing notice to the Navy.

9.2 The CERCLA administrative record component of the Environmental Reports shall be indexed and an up-to-date copy of the index and the location of the records shall be available to the LRA for review prior to each Closing.

ARTICLE 10
DELIVERY OF THE PROPERTY DOCUMENTS

10.1 From and after the Effective Date, the Navy agrees to use its best efforts to make available to the LRA for inspection and copying all documents relating to the physical or structural composition of the Property ("**Property Documents**") which are physically located in Building 1205 at NSRR. The Navy agrees to permit reasonable access to the LRA to the identified repositories and such other locations that may be subsequently identified for inspection and copying of any Property Documents available to the Navy that are identified by the LRA related to the Property. The LRA and its transferees and agents, at their own expense, shall have the right to inspect, review, and copy any or all of the Property Documents with reasonable prior notice to the Navy. Nothing herein shall require the Navy to release information, documents, or databases to the LRA or other parties that would be contrary to the Freedom of Information Act, that are privileged, or that would be in violation of federal law.

ARTICLE 11
NAVY REPRESENTATIONS

11.1 The Navy hereby represents to the LRA on and as of the Effective Date of this Agreement and as of each Closing as follows:

NAVAL STATION ROOSEVELT ROADS EDC AGREEMENT

Page 23.

1 Agreement and all documents to be executed by the LRA pursuant hereto, and all required action
2 and approvals will have been duly taken and obtained for the Closing. The individuals signing
3 this Agreement and all other documents executed or to be executed pursuant hereto on behalf of
4 the LRA shall be duly authorized to sign the same on the LRA's behalf and to bind the LRA
5 thereto. This Agreement and all documents to be executed pursuant hereto by the LRA are and
6 shall be binding upon and enforceable against the LRA in accordance with their respective terms.

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ARTICLE 13
TITLE AND NAVY COVENANTS

13.1 Any title insurance, which may be desired by the LRA will be procured at its sole cost and expense. The Navy will, however, cooperate with the LRA or its authorized agent, and will permit examination and inspection of any documents relating to the title of the Property as it may have available. The LRA may, at its sole cost and expense, on or before each Closing, order such searches as it deems appropriate confirming the absence of objectionable title exceptions. In the event the LRA discovers objectionable title exceptions, the Parties shall use their best effort to resolve the LRA's objections, but such objectionable title exceptions shall not be the basis for extensions of the Initial Closing or any subsequent Closing.

13.2 From the Effective Date to the final Closing, the Navy shall not do, permit, or agree to sell, encumber or grant any interest in the Property or any part thereof in any form or manner whatsoever or otherwise perform or permit any act which will diminish or otherwise affect the LRA's interest under this Agreement or in or to the Property or which will prevent the Navy's full performance of its obligations hereunder, without the prior written consent of the LRA except environmental restrictions or land use covenants consistent with Section 3.4 as may be designated in the RCRA Statements of Basis, CERCLA Record of Decision, an approved Corrective Action Plan or the FOST.

13.3 Until Closing, the Navy agrees to operate and maintain the Property in accordance with Federal Management Regulations (41 CFR Chapter 102-75, Subpart D, Management of Excess and Surplus Property).

13.4 The Navy shall not remove or alter any Navy Personal Property or Utility Infrastructure that is intended to be transferred by this Agreement to the LRA, without the prior written consent of the LRA, except when such removals or alterations are in association with the Navy's continuing obligations under CERCLA, 42 U.S.C. § 9601, et seq.

13.5 Article 13 shall not apply to any parcel for which the LRA refuses to accept a Deed tendered by the Navy in accordance with Section 3.8.

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with a copy to: Kutak Rock LLP
1101 Connecticut Avenue, N.W., 10th Floor
Washington, D.C. 20036
Attn: George R. Schlossberg, Esq.
Phone: 202-828-2418
Facsimile: 202-828-2488

If to the Navy: NAVFAC Base Realignment and Closure Program
Management Office Southeast
Department of the Navy
4130 Faber Place Drive, Suite 202
North Charleston, South Carolina 29405
Attn: James E. Anderson, Director
Phone: 843-743-2122
Facsimile: 843-820-2142

with a copy to: NAVFAC Base Realignment and Closure Program
Management Office Northeast
Department of the Navy
4911 South Broad Street
Philadelphia, PA 19112
Attn: Gregory C. Preston
Phone: 215-897-4910
Facsimile: 215-897-4902

with a copy to: NAVFAC Office of Counsel
Naval Facilities Engineering Command
1322 Patterson Ave, SE
Suite 1000
Washington Navy Yard
Washington, DC 20374-5065
Attn: Ray M. Bourgeois, Esq.
Phone: 202-685-9117
Facsimile: 202-685-1483

**ARTICLE 17
PRIOR LIABILITIES**

17.1 The Navy retains all obligations, including those identified in Article 23.2, with respect to claims, judgments, liabilities, demands, suits, litigation, amounts payable (collectively, **“Pre-Closing Obligations”**) arising from or related to the Navy’s ownership, acts, or omissions, including, but not limited to, the Navy’s use, alteration, maintenance, construction, installation,

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1 placement, operation, misuse or abandonment of buildings, facilities, equipment or land at
2 NSRR for a period prior to the conveyance of the Property to the LRA pursuant to this
3 Agreement. To the extent that a separate lease, contract, or other agreement between the Navy
4 and the LRA is executed, except as otherwise provided in the Deeds, the Navy's responsibility
5 for Pre-Closing Obligations shall be as set forth in such document(s). The LRA shall notify the
6 Navy of the existence or occurrence of any such Pre-Closing Obligations of which it has
7 knowledge sufficiently in advance of the scheduled Closing date to allow disposition thereof, if
8 necessary, and shall cooperate with the Navy in such disposition.

10 17.2 Employees

11
12 17.2.1 The Navy shall pay and/or shall have its Contractors pay all wages and
13 accruals of the current work force (hereinafter the "**Employees**") employed, directly or indirectly
14 by the Navy or its Contractors, at the Property in accordance with the terms of the Navy's
15 contracts. No liabilities or claim relating to any of the Employees shall be assumed by the LRA,
16 unless expressly agreed in writing. The Navy retains liability for all severance payments
17 required by law, including payments under Puerto Rico Act 80 of May 30, 1976, as amended,
18 any applicable Collective Bargaining Agreement and any other agreement executed by the Navy
19 that provides for payments for termination of employment to any Employees.

20
21 17.2.2 The Navy agrees to provide promptly to the LRA copies of all (i)
22 Employee or contractor requests for severance payments, including requests for severance
23 payments under Puerto Rico Act 80 of May 30, 1976, as amended, any applicable Collective
24 Bargaining Agreement and any other agreement executed by the Navy that provides for
25 payments for termination of employment to any Employees, together with the names of such
26 Employees, their status, seniority dates, and other pertinent information that allows the Navy to
27 properly validate the request for severance payment, (ii) Navy responses to such requests for
28 severance payments, and (iii) any releases executed by Employees or contractors in
29 consideration of such severance payments.

31 **ARTICLE 18**

32 **LRA'S AVAILABILITY OF FUNDS**

33
34 18.1 Except for the LRA's obligation to provide security for the payment of the Initial
35 Consideration as set forth in Section 4.2.3, there shall be no obligation for the payment or
36 expenditure of money by the LRA under this Agreement unless there is a valid appropriation
37 from which the expenditure may be made and that unencumbered funds are available from the
38 appropriation for the expenditure.

1
2 **ARTICLE 19**
3 **RISK OF LOSS**
4

5 19.1 The LRA shall not be responsible for and assumes no liability for any losses and
6 damages to the Property, or for any damages or injuries to persons or property occurring thereon
7 or related thereto (except as may be caused by acts of the LRA or its employees, agents, or
8 contractors), prior to conveyance or lease of the Property to the LRA.
9

10 **ARTICLE 20**
11 **AS IS, WHERE IS**
12

13 20.1 Except as provided herein, all of the Property conveyed or leased hereunder will
14 be "as is" and without any representation or warranty whatsoever and without any obligation on
15 the part of the United States of America except as expressly provided for by law or in this
16 Agreement.
17

18 **ARTICLE 21**
19 **FINALITY OF CONVEYANCE**
20

21 21.1 Upon each Closing, the Navy shall immediately deliver to the LRA possession of
22 the Property conveyed at the Closing.
23

24 **ARTICLE 22**
25 **NO RIGHT OF RESCISSION**
26

27 22.1 There shall be no right of rescission in the Navy as to the Property, or any portion
28 thereof, once conveyed to the LRA. The foregoing shall not be interpreted to limit any future
29 exercise of the power of eminent domain by the Navy.
30

31 **ARTICLE 23**
32 **LIABILITY FOR ENVIRONMENTAL CONTAMINATION**
33

34 23.1 Notwithstanding any other provision of this Agreement, and except as set forth
35 specifically in any Deeds, leases, licenses, or other agreements between the LRA and the Navy,
36 the LRA and its assigns do not hereby assume any liability or responsibility for environmental
37 impacts and damage caused by the use of Hazardous Substances, pollutants, contaminants and
38 petroleum products by the United States, its contractors, agents, or assignees, on any Parcel or
39 adjacent to it prior to the date of conveyance. The LRA and its assigns have no obligation under
40 this Agreement to undertake the defense of any claim or action, whether in existence now or
41 brought in the future, or to conduct any cleanup or remediation action solely arising out of the
42 use or release of any Hazardous Substances, pollutants, contaminants or petroleum products on

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1 or from any part of the Property due to activity on the Property by the United States; nor does the
2 LRA hereby waive or release any rights it may have under applicable law against the United
3 States with respect to such claims, actions, cleanup or remedial action. Nothing in this Section
4 shall alter the burden of proof of either Party in the event of a claim or litigation.

5
6 23.2 RCRA 7003 Administrative Order on Consent. Notwithstanding the clear
7 language of paragraphs 11 and 36 of that certain RCRA 7003 Administrative Order on Consent
8 (EPA Docket No. RCRA-02-2007-7301) (“**Order**”), the Navy retains responsibility for
9 remediation under the Order. The Navy agrees not to require that the LRA enter into an
10 administrative order on consent as part of the transfer of title of any portion of the Property,
11 except in some limited cases where the LRA may seek to undertake substantive corrective action
12 to remove a land use restriction imposed as a component of the remedy. In such limited cases, a
13 reevaluation may be required to determine the necessity of the LRA entering into a separate
14 administrative order on consent.

15
16 23.3 Administrative Record. An administrative record will be maintained by the Navy
17 in accordance with paragraph 57 of the Order.

18
19 **ARTICLE 24**
20 **SHORT FORM NOTICE**

21
22 24.1 Following execution of this Agreement, at the request of the LRA, the LRA and
23 the Navy shall execute the Short Form Notice of Agreement attached hereto as Exhibit O. The
24 Short Form Notice of Agreement shall be recorded in the Official Records of the Commonwealth
25 of Puerto Rico immediately following the execution of this Short Form Notice of Agreement.

26
27 **ARTICLE 25**
28 **MODIFICATIONS; WAIVERS**

29
30 25.1 This Agreement contains the entire agreement and understanding of the Parties in
31 respect to the purchase and sale of the Property, and may not be amended, modified or
32 discharged nor may any of its terms be waived except by an instrument in writing signed by the
33 Parties. A waiver by a Party of a specific provision shall not be deemed a waiver of any
34 subsequent provision. The Parties hereto shall not be bound by any terms, conditions,
35 statements, warranties or representations, oral or written, not contained herein.

36
37 **ARTICLE 26**
38 **FURTHER ASSURANCES**

39
40 26.1 The Parties acknowledge that it is their mutual intent to effectuate an orderly,
41 amicable, and expeditious transfer of the Property from the Navy to the LRA and that, toward
42 that end, (i) any or all ambiguities herein shall, to the extent practicable, be construed in the way

NAVAL STATION ROOSEVELT ROADS EDC AGREEMENT

Page 29.

1 most liberally conducive to the aforesaid conveyance, (ii) the Parties both agree to take such
2 additional acts and/or to permit such additional actions (including but not limited to any actions
3 required in the event it shall become necessary, before or after the conveyances contemplated
4 herein, to effect a formal subdivision or subdivisions of the Property), and (iii) the Parties agree
5 to execute, deliver and perform under the terms of such other documents as their respective legal
6 counsel may deem necessary or appropriate to effect the purposes of this Agreement.
7

8 26.2 The Navy agrees to cooperate by executing, assigning, or delivering, as
9 appropriate, any contracts, permits, or agreements with the Navy that are identified by either of
10 the Parties after Closing as necessary for the LRA to develop the Property or as necessary for the
11 LRA to record any documents executed at a Closing.
12

13 **ARTICLE 27** 14 **DISPUTE RESOLUTION PROCEDURES** 15

16 27.1 If a dispute arises under this Agreement, the following procedures shall apply: (1)
17 Either Party may invoke this dispute resolution procedure, (2) The Parties shall make reasonable
18 efforts to informally resolve disputes at the lowest level prior to the issuance of a formal written
19 statement of dispute under the procedures set forth below, and (3) Both Parties shall abide by the
20 terms and conditions of any final resolution of the dispute.
21

22 27.2 Within thirty (30) days after any action which leads to or generates a dispute or
23 after efforts to informally resolve a dispute have failed, either Party may submit a written
24 statement of dispute to the other Party setting forth the nature of the dispute, the work affected by
25 the dispute, the disputing Party's technical and legal position regarding the dispute, and the relief
26 requested. The BRAC Real Estate Contracting Officer, BRAC Program Management Office,
27 Northeast, Naval Facilities Engineering Command, and the Executive Director, LRA, shall serve
28 as Dispute Resolution Managers for their respective Party. The written statement of dispute shall
29 be mailed by the Dispute Resolution Manager for the disputing Party to the Dispute Resolution
30 Manager for the other Party.
31

32 27.3 The Dispute Resolution Managers shall have twenty-one (21) working days to
33 resolve the dispute from the date of receipt of the written statement of dispute. The resolution of
34 the dispute shall be memorialized in writing.
35

36 27.4 The Parties shall diligently perform under this Agreement pending the completion
37 of these dispute resolution procedures.
38

39 27.5 If the Dispute Resolution Managers are unable to resolve the dispute within
40 twenty-one (21) working days of receipt of the written statement of dispute, the Parties may
41 pursue whatever remedies they may have at law or equity.
42

1 27.6 The timeframes set forth above for reporting and resolution of disputes may be
2 extended by mutual agreement of the Parties and such agreement shall be memorialized in
3 writing.

4
5 **ARTICLE 28**
6 **NAVY CONSENTS**
7

8 28.1 In order to allow the LRA, as the contract purchaser of the Property, to proceed
9 with the redevelopment of the Property, the Navy, as permitted by Federal statute, shall not
10 unreasonably delay or withhold its consent, as the owner, to the recording by the LRA of all
11 documents necessary to subdivide all or portions of the Property, approve assessments, adopt
12 redevelopment project areas, dedicate public roads, easements, and open spaces, and record
13 covenants, conditions and restrictions regarding the future development and use of the Property,
14 or the recording of any subdivision plat, dedication plat, or declaration of covenants, conditions
15 and restrictions concerning the Property. The Navy agrees that it will not interfere with or
16 protest or challenge any subdivision petition or application over the Property. Additionally, the
17 Navy acknowledges the LRA's role in the development of the Property and, as permitted by
18 Federal statute, authorizes the LRA to vote in any election on the Property or otherwise indicate
19 its views in such matters as the owner or contract purchaser of the Property, as the LRA deems
20 appropriate. The Navy reserves its right, as any other party, to exercise its rights subsequent to
21 Closing.
22

23 28.2 Notwithstanding anything contained in Section 28.1, the Navy reserves the right
24 to object to any required notice or request for approval from the LRA should there be any
25 adverse impact to the Navy's ability to complete its environmental remediation obligations on
26 the Property. In the event of such objection, the Navy shall provide its reasons for objecting to
27 the LRA in writing, and the Parties shall use their best efforts to reach a mutually acceptable
28 solution.
29

30 28.3 The Navy agrees that it will not interfere with or protest or challenge any
31 annexation, zoning petition or application or the imposition of any land-based financing district
32 over the Property provided that such actions do not adversely impact the Navy's ability to
33 complete its environmental remediation obligations on the Property.
34

35 **ARTICLE 29**
36 **THIRD PARTY BENEFICIARIES**
37

38 29.1 Third Party Beneficiaries. The terms of this Agreement are intended to and shall
39 be for the benefit of the LRA and the Navy. No other person, agency, or entity shall have any
40 right or cause of action hereunder, nor is anything in this Agreement intended to relieve,
41 discharge or affect the obligation or liability of any third parties or entities to any Party to this
42 Agreement or otherwise nor shall any provision give any third party or entity any right of action,

1 subrogation or action over and against any Party to this Agreement.

2
3 **ARTICLE 30**
4 **INTERPRETATION**

5
6 30.1 The headings and captions herein are inserted for convenient reference only and
7 the same shall not limit or construe the paragraphs or sections to which they apply or otherwise
8 affect the interpretation hereof.

9
10 30.2 The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar
11 terms shall refer to this Agreement, and the term “hereafter” shall mean after, and the term
12 “heretofore” shall mean before, the date of this Agreement.

13
14 30.3 Words of the masculine, feminine or neuter gender shall mean and include the
15 correlative words of other genders, and words importing the singular number shall mean and
16 include the plural number and vice versa.

17
18 30.4 Words importing persons shall include firms, associations, partnerships (including
19 limited partnerships), trusts, corporations and other legal entities, including public bodies, as well
20 as natural persons.

21
22 30.5 The terms “include,” “including” and similar terms shall be construed as if
23 followed by the phrase “without being limited to.”

24
25 30.6 This Agreement shall be governed by and construed in accordance with Federal
26 law and the laws of the Commonwealth of Puerto Rico, provided, that in the event of a conflict
27 between Federal law and the laws of the Commonwealth of Puerto Rico, the Federal law shall
28 govern.

29
30 30.7 Whenever under the terms of this Agreement the time for performance of a
31 covenant or condition falls upon a Saturday, Sunday or holiday observed by the performing
32 Party, such time for performance shall be extended to the next business day. Otherwise all
33 references herein to “days” shall mean calendar days.

34
35 30.8 If any term or provision of this Agreement or the application thereof to any person
36 or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this
37 Agreement, or the application of such term or provision to persons or circumstances other than
38 those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such
39 term and provision of this Agreement shall be valid and be enforced to the fullest extent
40 permitted by law.
41

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1 30.9 The Exhibits attached to this Agreement at the time of execution are substantially
2 in the form needed for the Initial Closing and subsequent Closings. The Parties will cooperate
3 with each other following execution of this Agreement to modify or amend such exhibits as may
4 be necessary in advance of each Closing.

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**ARTICLE 31
NON-DISCRIMINATION**

9 31.1 The LRA covenants for itself, its successors and assigns and every successor in
10 interest to the Property hereby conveyed, or any part thereof, that the said LRA and such
11 successors and assigns shall not discriminate upon the basis of race, color, sex, religion, or
12 national origin in the use, occupancy, sale or lease of the Property, or in their employment
13 practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a
14 room or rooms within a family dwelling unit; nor shall it apply with respect to premises used
15 primarily for religious purposes. The United States of America shall be deemed a beneficiary of
16 this covenant without regard to whether it remains the owner of any land or interest therein in the
17 locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in
18 any court of competent jurisdiction.

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22

**ARTICLE 32
COUNTERPARTS**

23 32.1 This Agreement may be executed in multiple counterparts and/or with the
24 signatures of the Parties set forth on different signature sheets and all such counterparts, when
25 taken together, shall be deemed one original.

26
27
28

[Signatures on the Following Page]


NAVAL STATION ROOSEVELT ROADS EDC AGREEMENT


Page 33.

1 **IN WITNESS WHEREOF**, the Parties, intending to be legally bound hereby, have caused their
2 duly appointed representatives to execute this Agreement as of the Effective Date set forth
3 above.

4
5 **LOCAL REDEVELOPMENT AUTHORITY FOR**
6 **THE NAVAL STATION ROOSEVELT ROADS**

DEPARTMENT OF THE NAVY

7
8
9
10 
11 Jaime López-Díaz
12 Acting Executive Director


Gregory C. Preston
Real Estate Contracting Officer

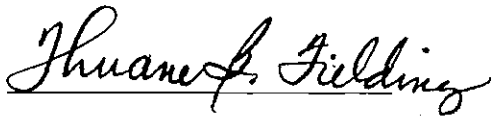
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15 Date: 12/20/2011

Date: December 20, 2011

16
17
18 WITNESS:

WITNESS:

19
20
21 By: 

By: 

1 **EXHIBIT A**

2
3 **DEFINITIONS**

4
5 **“Additional Consideration”** has the meaning set forth in Section 4.3.1.

6
7 **“Agreement”** has the meaning set forth in the Preamble.

8
9 **“Appropriations Act”** has the meaning set forth in the first Recital.

10
11 **“Assignable Easements”** has the meaning set forth in Section 5.1.3.

12
13 **“Base Closure Act”** has the meaning set forth in the first Recital.

14
15 **“Bill of Sale”** has the meaning set forth in Section 3.7.

16
17 **“Building 31”** has the meaning set forth in Section 5.3.

18
19 **“Building 31 Agreement”** has the meaning set forth in Section 5.3.

20
21 **“CERCLA”** means the Comprehensive Environmental Response, Compensation and Liability
22 Act, 42 U.S.C. § 9601, et seq.

23
24 **“CDR”** has the meaning set forth in the ninth Recital.

25
26 **“CDR Parcel”** has the meaning set forth in the tenth Recital and is described in Exhibit B-3.

27
28 **“Clean Parcel”** has the meaning set forth in the tenth Recital and is described in Exhibit B-1.

29
30 **“Closing”** means the transactions by which the Property, or a portion thereof, is conveyed by
31 Deed by the Navy to the LRA.

32
33 **“Consideration”** means, collectively, the Initial Consideration and the Additional
34 Consideration.

35
36 **“Conveyance Schedule”** means the schedule for conveyance of the Property to the LRA that is
37 set forth in Exhibit F.

38
39 **“Deed”** means those certain recordable deeds conveying the Navy’s right, title, and interest to
40 the Property to the LRA in the forms attached hereto and made a part hereof as Exhibit G-1,
41 Exhibit G-2, and Exhibit G-3.

42
43 **“Deferred Amount”** has the meaning set forth in Section 4.2.4.

44
45 **“Delayed Parcel”** has the meaning set forth in Section 3.2.2.2.

1
2 **“Easements”** means the interests in real property as set forth in Article 5.

3
4 **“EBS”** has the meaning set forth in the ninth Recital.

5
6 **“EDC”** has the meaning set forth in the sixth Recital.

7
8 **“Effective Date”** has the meaning set forth in the Preamble.

9
10 **“Employees”** has the meaning set forth in Section 17.2.1.

11
12 **“Environmental Reports”** means the documents included in the CERCLA administrative
13 record for NSRR and EBSs, FOSTs, FOSLs, and any Environmental Services Cooperative
14 Agreements, which documents include Toxic Substance Control Act 15 U.S.C. § 2601 et seq.
15 documents, radiological materials documents, petroleum corrective action program documents,
16 any lead-based paint and asbestos surveys relating to the improvements on the Property and any
17 regulatory order or consent agreement, and any supporting documents specifically referenced
18 therein.

19
20 **“ESCA”** has the meaning set forth in Section 3.2.2.2.

21
22 **“Existing Army Site”** has the meaning set forth in Section 4.3.4.

23
24 **“FONSI”** has the meaning set forth in the eleventh Recital. The FONSI is set forth in Exhibit
25 D-1.

26
27 **“FOSL”** means a written determination by the Navy that a Parcel may be leased to the LRA in
28 full compliance with 42 U.S.C. § 9620(h)(3)(A) and described in the ninth Recital. The FOSL
29 for the Lease Parcel is set forth in Exhibit C.

30
31 **“FOST”** means a written determination by the Navy that a Parcel may be transferred by a Deed
32 to the LRA in full compliance with 42 U.S.C. § 9620(h)(3)(A) or § 9620(h)(4) of CERCLA and
33 described in the ninth Recital. The FOST for the Clean Parcel is set forth in Exhibit C.

34
35 **“Hazardous Substance”** means (a) any substance designated pursuant to section 1321(b)(2)(A)
36 of title 33; (b) any element, compound, mixture, solution, or substance designated pursuant to
37 section 9602 of title 42; (c) any hazardous waste having the characteristics identified under or
38 listed pursuant to section 3001 of the Solid Waste Disposal Act [42 U.S.C. 6921] (but not
39 including any waste the regulation of which under the Solid Waste Disposal Act [42 U.S.C. 6901
40 et seq.] has been suspended by Act of Congress); (d) any toxic pollutant listed under section
41 1317(a) of title 33; (e) any hazardous air pollutant listed under section 112 of the Clean Air Act
42 [42 U.S.C. 7412]; and (f) any imminently hazardous chemical substance or mixture with respect
43 to which the Administrator of the Environmental Protection Agency has taken action pursuant to
44 section 2606 of title 15. The term does not include petroleum, including crude oil or any fraction

1 thereof which is not otherwise specifically listed or designated as a hazardous substance under
2 (a) through (f) of this paragraph, and the term does not include natural gas, natural gas liquids,
3 liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such
4 synthetic gas).

5
6 **“Historic MOA”** has the meaning set forth in the twelfth Recital.

7
8 **“Initial Closing”** means the date on which (i) the Clean Parcel, the LUCs Parcel, and the CDR
9 Parcel are conveyed by Deed from the Navy to the LRA, (ii) the Lease Parcel is leased to the
10 LRA via LIFO, (iii) the Utilities are transferred to the LRA by Bills of Sale, and (iv) applicable
11 Bills of Sale, easements, and other rights and agreements are executed and transferred by the
12 Parties, all in accordance with this Agreement.

13
14 **“Initial Consideration”** has the meaning set forth in Section 4.2.1.

15
16 **“Initial Payment”** has the meaning set forth in Section 4.2.1.1.

17
18 **“Installment Payment”** has the meaning set forth in Section 4.2.1.2.

19
20 **“Interest Rate”** has the meaning set forth in Section 4.2.1.2.

21
22 **“Lease Parcel”** has the meaning set forth in the tenth Recital and is described in Exhibit B-4.

23
24 **“LIFO”** has the meaning set forth in Section 3.6.

25
26 **“LRA”** has the meaning set forth in the Preamble.

27
28 **“LRA Access Easements”** has the meaning set forth in Section 5.1.1.1.

29
30 **“LRA Closing Documents”** has the meaning set forth in Section 6.2.

31
32 **“LUCs Parcel”** has the meaning set forth in the tenth Recital and is described in Exhibit B-2.

33
34 **“Navy”** has the meaning set forth in the Preamble.

35
36 **“Navy Access Easements”** has the meaning set forth in Section 5.1.1.2.

37
38 **“Navy Closing Documents”** has the meaning set forth in Section 6.1.

39
40 **“Navy Personal Property”** has the meaning set forth in Section 3.1.3.

41
42 **“Navy Reserved Access Easement”** has the meaning set forth in Section 5.1.1.2.

43
44 **“NEPA”** has the meaning set forth in the eleventh Recital.

1
2 **“Net Proceeds”** means Real Estate Proceeds less reasonable costs actually incurred and paid (i)
3 directly related to the development, entitlement, acquisition and implementation of the Reuse
4 Plan; (ii) in connection with the construction of the improvements; and (iii) attributable to
5 designing the improvements; marketing, selling and leasing the Property; security and site
6 maintenance; customary closing costs; development of the Property; financing costs; and other
7 similar costs and expenses.

8
9 **“New Army Site”** has the meaning set forth in Section 4.3.4.

10
11 **“NSRR”** has the meaning set forth in the first Recital.

12
13 **“Order”** has the meaning set forth in Section 23.2.

14
15 **“Outside Scope Parcel”** has the meaning set forth in Section 4.3.3.

16
17 **“Outside Scope Payment”** has the meaning set forth in Section 4.3.3.

18
19 **“Owner Property”** has the meaning set forth in Section 5.1.1.3.3.

20
21 **“Parcel”** has the meaning set forth in the tenth Recital.

22
23 **“Party” or “Parties”** has the meaning set forth in the Preamble.

24
25 **“PBC”** has the meaning set forth in Section 3.5.1.1.

26
27 **“Port Property”** has the meaning set forth in Section 3.5.1.1.

28
29 **“Pre-Closing Obligations”** has the meaning set forth in Section 17.1.

30
31 **“Property”** has the meaning set forth in Section 3.1.1.

32
33 **“Property Documents”** has the meaning set forth in Section 10.1.

34
35 **“Real Estate Proceeds”** has the meaning set forth in Section 4.3.2.

36
37 **“Regulatory Authority”** means any governmental agency having regulatory jurisdiction over
38 the Property to issue any required authorization, approval, or permit.

39
40 **“Reuse Plan”** has the meaning set forth in the sixth Recital.

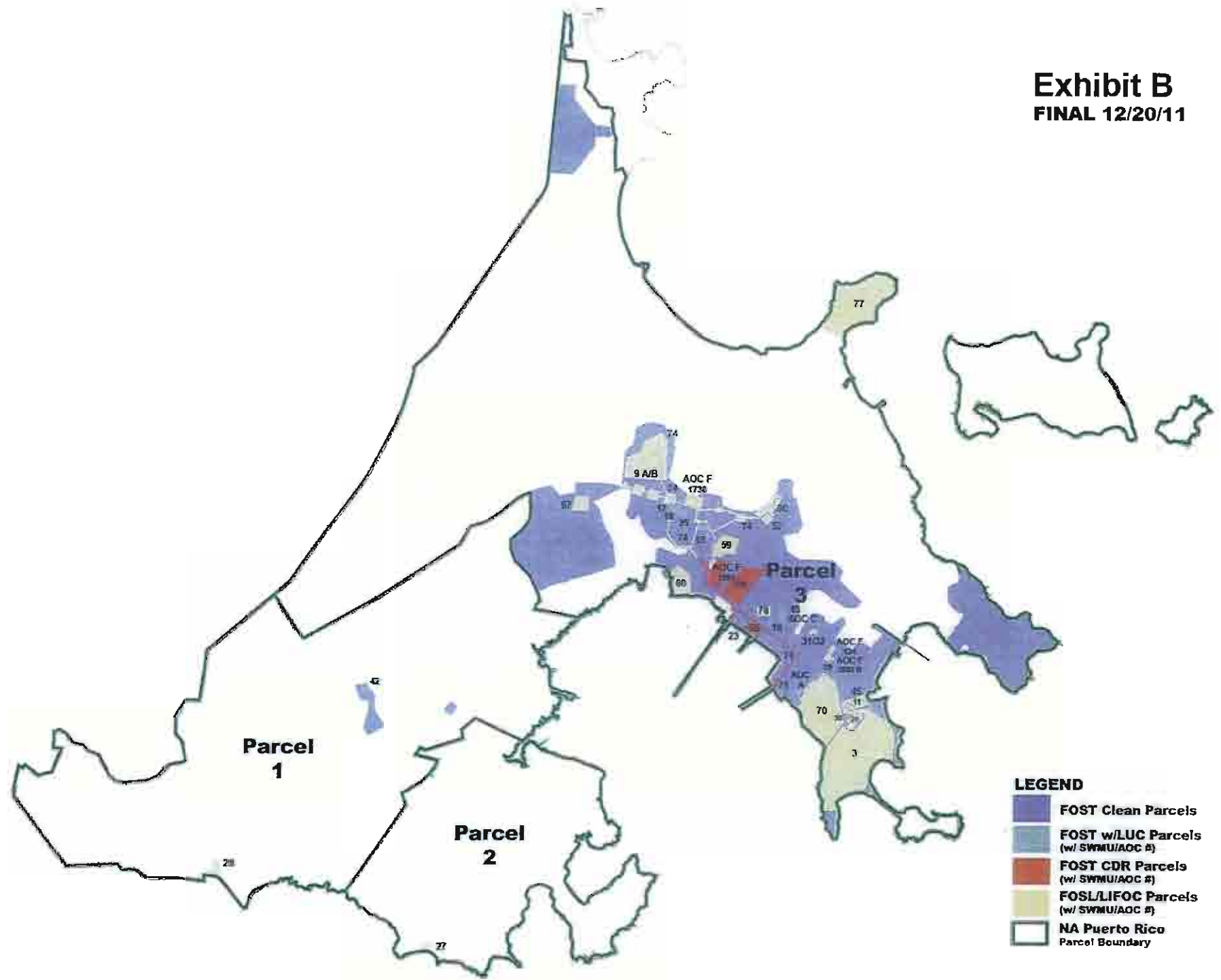
41
42 **“Road Easements”** has the meaning set forth in Section 5.1.1.1.

43
44 **“Security Interest”** has the meaning set forth in Section 4.2.3.

1
2 **“Supplemental FONSI”** has the meaning set forth in the eleventh Recital. The Supplemental
3 FONSI is attached as Exhibit D-2.
4
5 **“Survey”** has the meaning set forth in Section 3.9.2.
6
7 **“Third Party Access Easement”** has the meaning set forth in Section 5.1.1.2.
8
9 **“Title and Survey Materials”** has the meaning set forth in Section 3.9.2.
10
11 **“Title Company”** means such title insurance company as the LRA shall from time to time
12 designate.
13
14 **“Title Report”** has the meaning set forth in Section 3.9.2.
15
16 **“Utility Easements”** has the meaning set forth in Section 5.1.2.
17
18 **“Utility Infrastructure”** means all utilities and related support infrastructure located on and off
19 the Property that are assignable or transferable by the Navy, such as electrical, water, sewer, and
20 storm drainage lines, as described in Exhibit E, to be transferred to the LRA under this
21 Agreement pursuant to the terms and conditions set forth in a Bills of Sale in the forms attached
22 hereto as Exhibit K-2 and Exhibit K-3.
23
24 **“Utility Services”** has the meaning set forth in Section 7.11.

EXHIBIT B
MAP OF PROPERTY

Exhibit B
FINAL 12/20/11



- LEGEND**
- FOST Clean Parcels
 - FOST w/LUC Parcels (w/ SWMU/AOC #)
 - FOST CDR Parcels (w/ SWMU/AOC #)
 - FOST/LIFOC Parcels (w/ SWMU/AOC #)
 - NA Puerto Rico Parcel Boundary

EXHIBIT B-1
CLEAN PARCEL

Exhibit B-1
Final 12/20/11

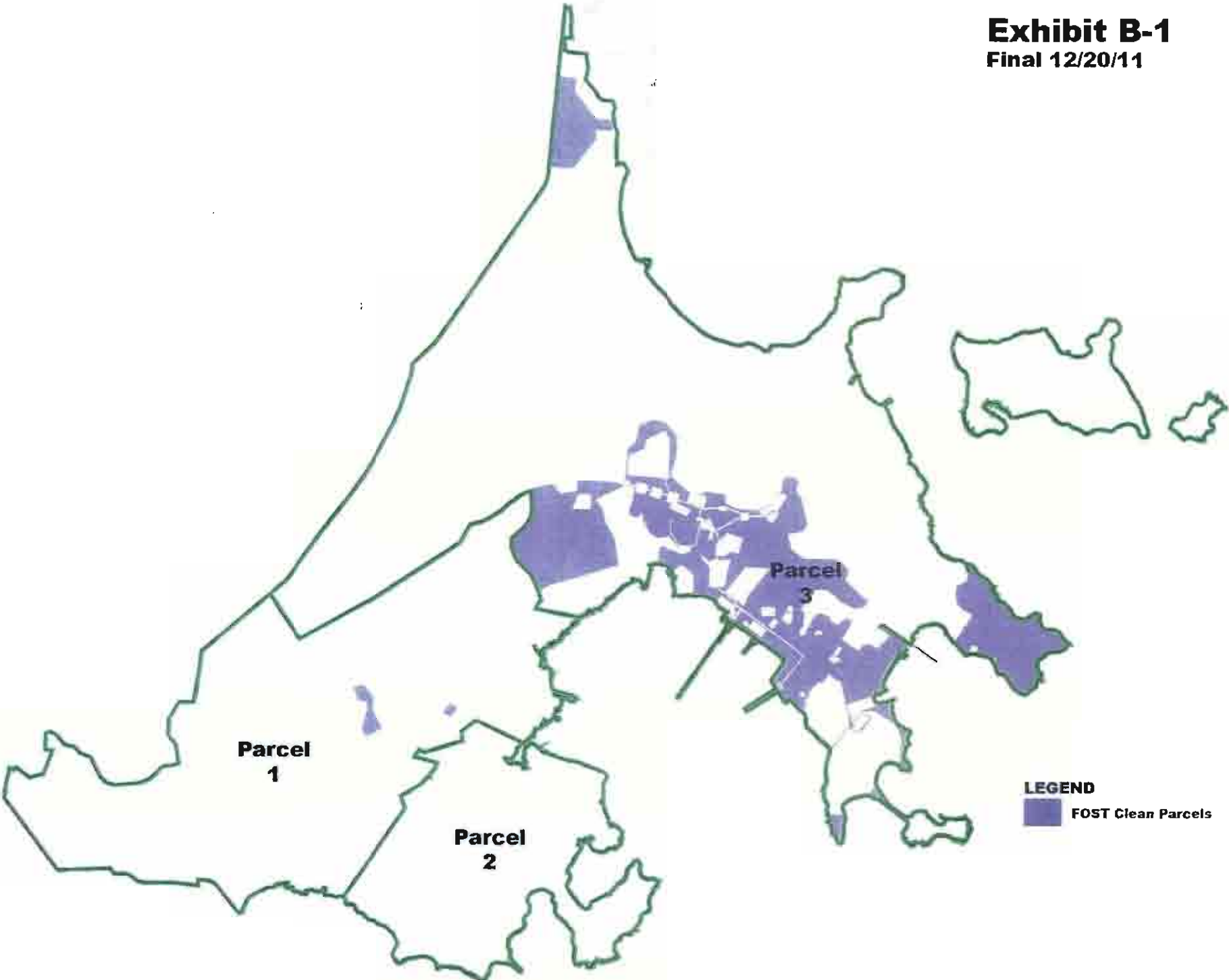


EXHIBIT B-2

LUCs PARCEL

Exhibit B-2
Final 12/20/11

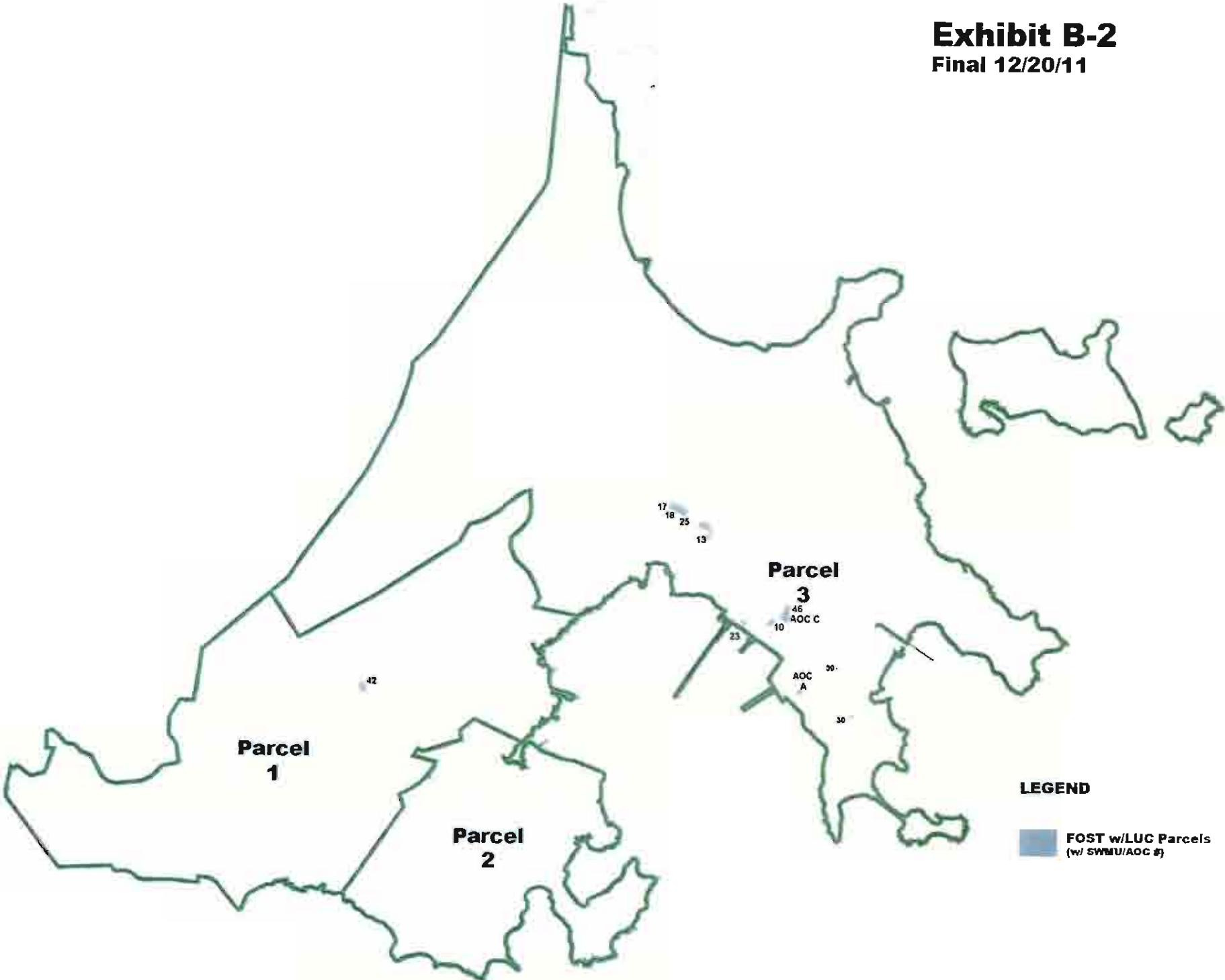
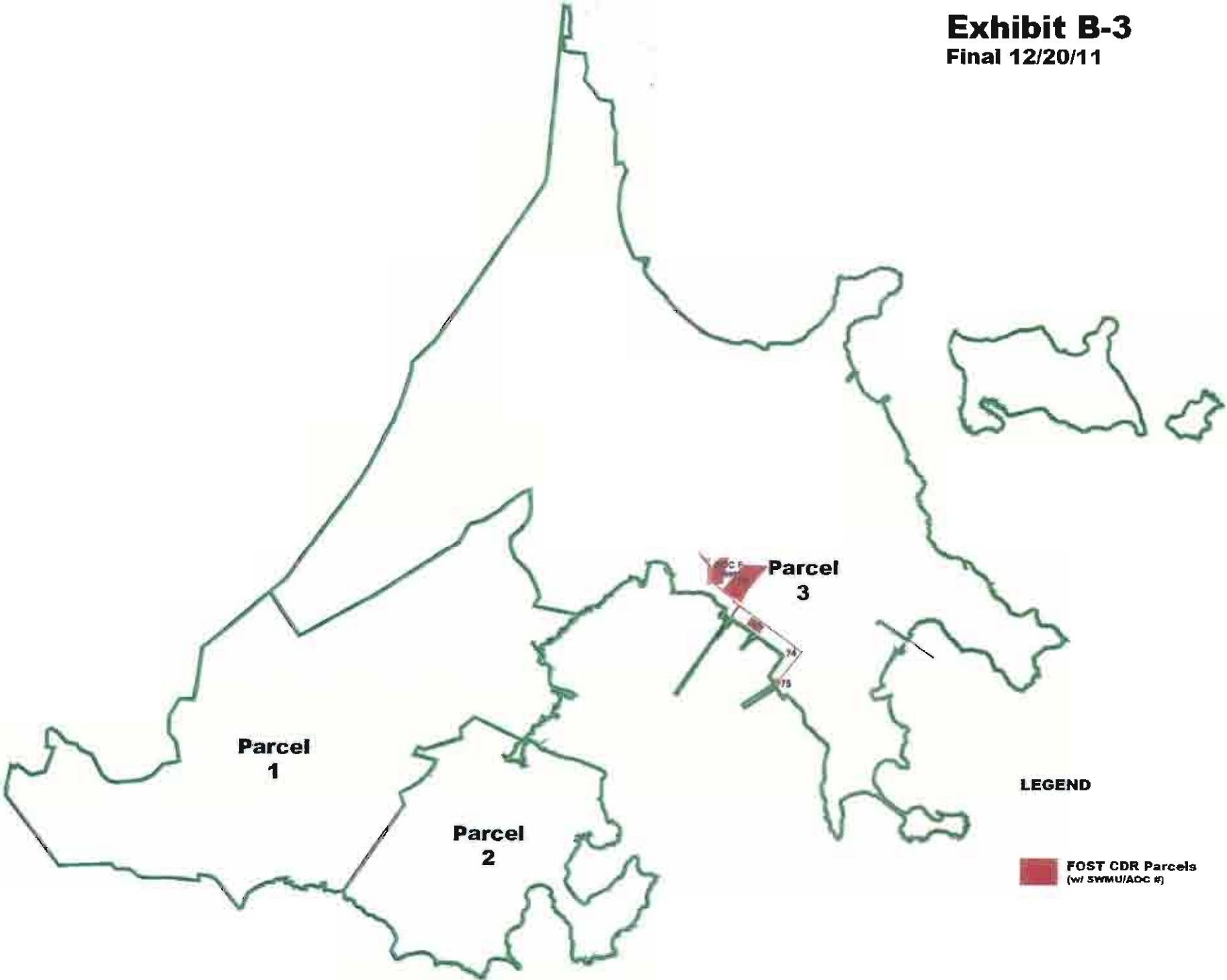


EXHIBIT B-3

CDR PARCEL

Exhibit B-3

Final 12/20/11



**Parcel
1**

**Parcel
2**

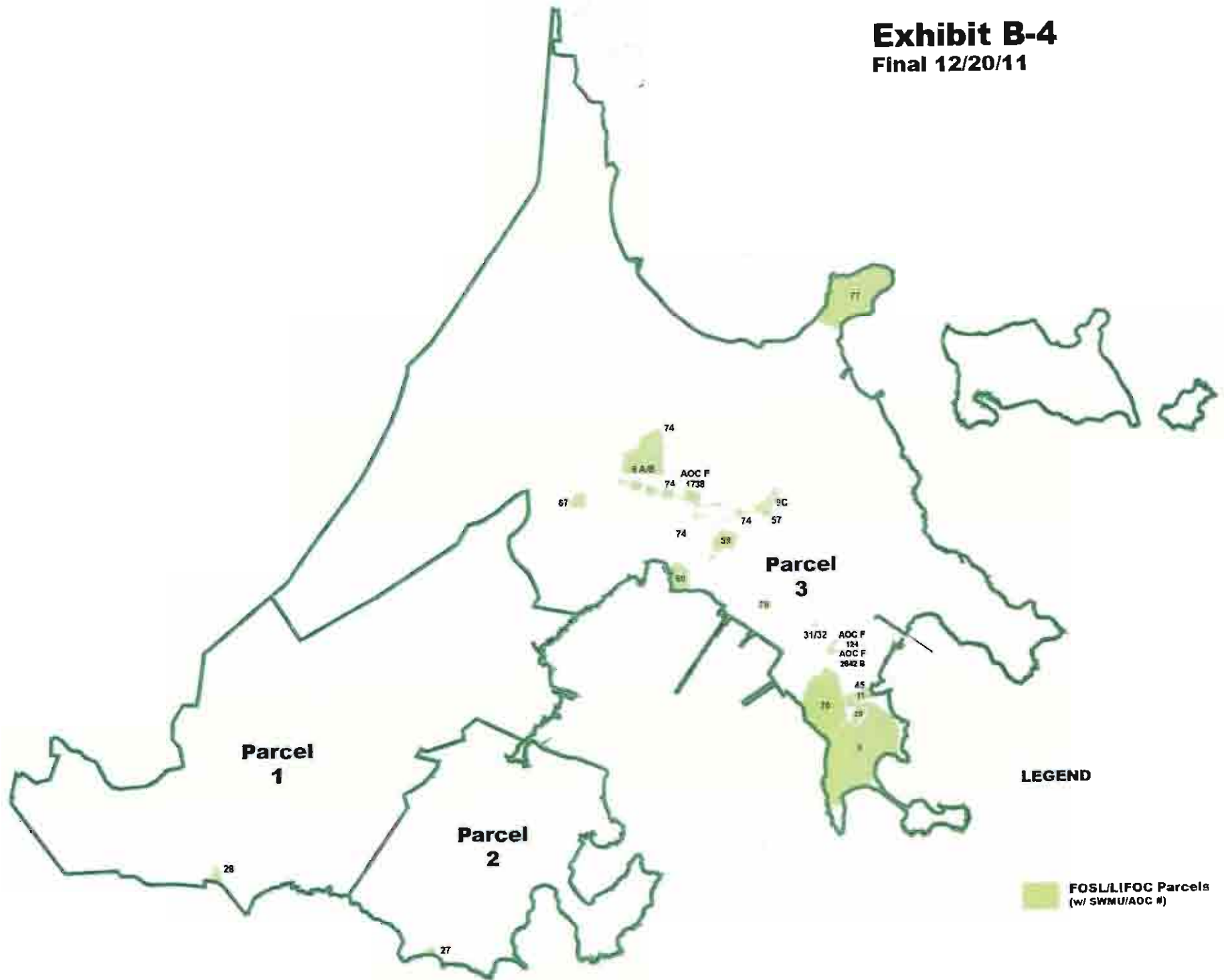
**Parcel
3**

LEGEND

**FOST CDR Parcels
(w/ SWMU/AOC #)**

EXHIBIT B-4
LEASE PARCEL

Exhibit B-4
Final 12/20/11



FINDING OF SUITABILITY TO TRANSFER

SALE PARCEL III - FORRESTAL

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



Prepared by:

**Department of the Navy
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Program Management Office Southeast
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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 NAVAL ACTIVITY PUERTO RICO

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

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

(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 overfilling 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.

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

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.

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

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

**FINDING OF SUITABILITY TO TRANSFER
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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.

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

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.

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

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)(li), 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,

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

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.

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

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

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

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

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

REFERENCES

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CBRE et al, 2004. (CB Richard Ellis Consulting, Cooper Robertson & Partners, Moffatt & Nichol, Puerto Rico Management & Economic Consultants, Inc.) *Naval Station Roosevelt Roads Reuse Plan*. December 2004.

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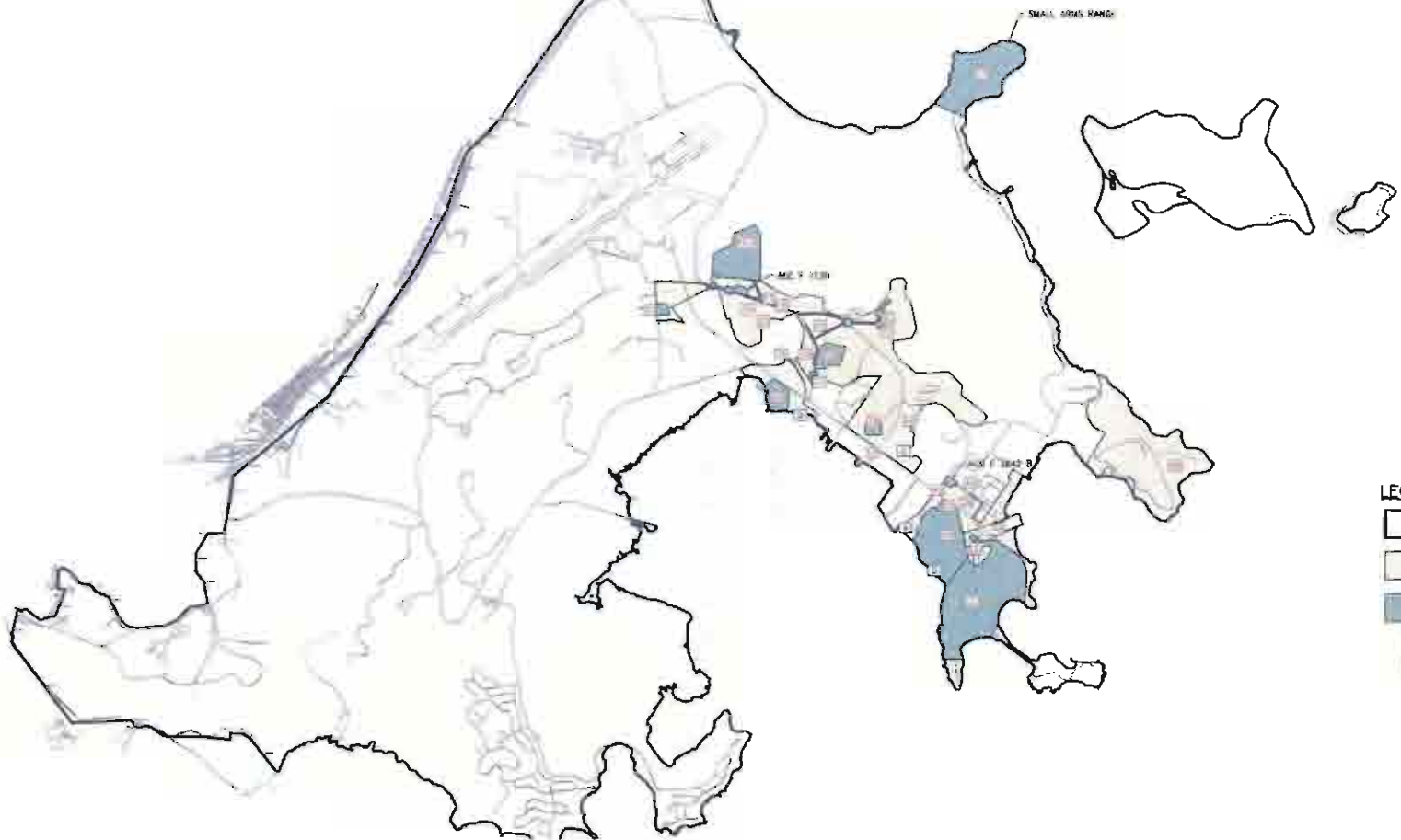
**FINDING OF SUITABILITY TO TRANSFER
SALE PARCEL III - FORRESTAL
NAVAL ACTIVITY PUERTO RICO**

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.

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Exhibit B

Vicinity and Sewer System Maps



LEGEND

-  NA PUERTO RICO BOUNDARY
-  SALE PARCEL II
-  SALE PARCEL III LEASE AREA
-  PAVILION
-  AGRICULTURE



A. GONZALEZ/ARQUITECTURA 2007 04/20/09 10:11:00 AM

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 www.tetra-tech.com
 511 ACHILLEA DRIVE - SUITE 2000 WALKER 7
 PITTSBURGH, PA 15202
 © (412) 321-1080 / F. (412) 321-1042

NO.	DATE	DESCRIPTION	BY

SALE PARCEL III
NAVAL ACTIVITY PUERTO RICO
CEIBA, PUERTO RICO

DATE:	1/21/09
PROJECT NO.:	130000003
DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
SHEET:	02 OF 02

NAVSTA RIDGEVOLT ROAD
MULTI-USE INFRASTRUCTURE

LEGEND

WATER

SEWER

LEACH

RAIL

ENTRANCE

PROPERTY

BOUNDARY

ROAD

RAIL

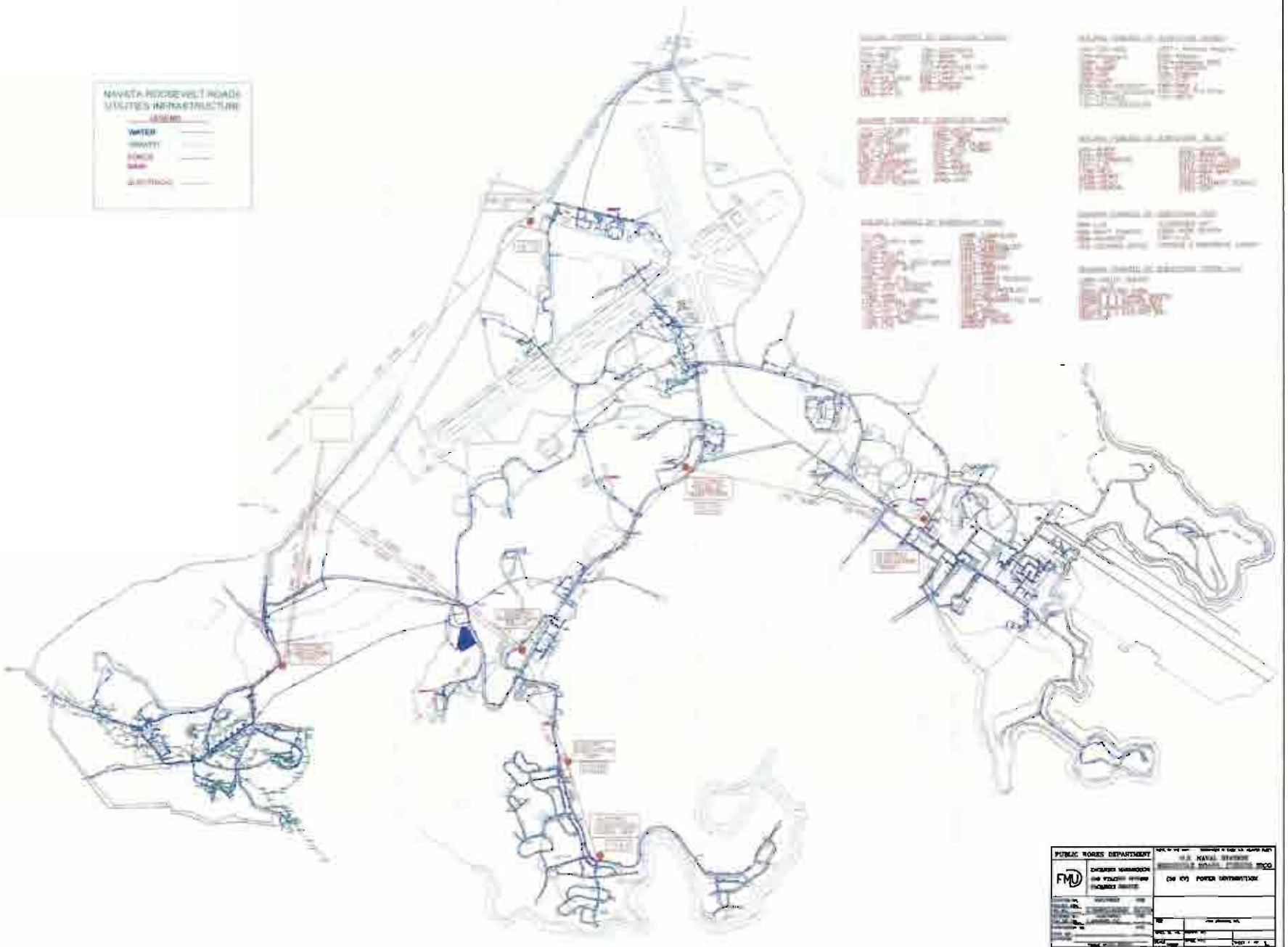
WATER

SEWER

LEACH

RAIL

ENTRANCE



PUBLIC WORKS DEPARTMENT 	DATE OF PLAN: 08/15/2023 DRAWN BY: J. SMITH
	CHECKED BY: M. JONES SCALE: AS SHOWN
PROJECT: NAVSTA RIDGEVOLT ROAD MULTI-USE INFRASTRUCTURE	
SHEET NO. 1 OF 1	

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 Index 30

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

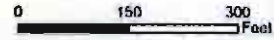
Legend

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

August 18, 2005



1 inch equals 223 Feet



Parcel Index 30

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

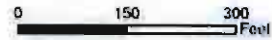
Legend

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

August 18, 2005



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 Index 31

Common Name: Sale

Conveyance: Sale

*Neighboring Parcel(s): 27- 30,
33, 40*

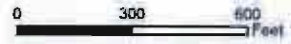
Legend

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

August 18, 2005



1 inch equals 432 Feet



Parcel Index 31

Common Name: Sale
Conveyance: Sale
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 432 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 Index 37

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

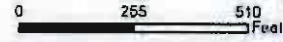
Legend

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

August 18, 2006



1 inch equals 301 Feet



Parcel Index 37

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

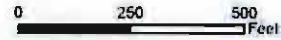
August 18, 2005

Legend

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



1 inch equals 301 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 Index 40

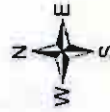
Common Name: Sale

Conveyance: Sale

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

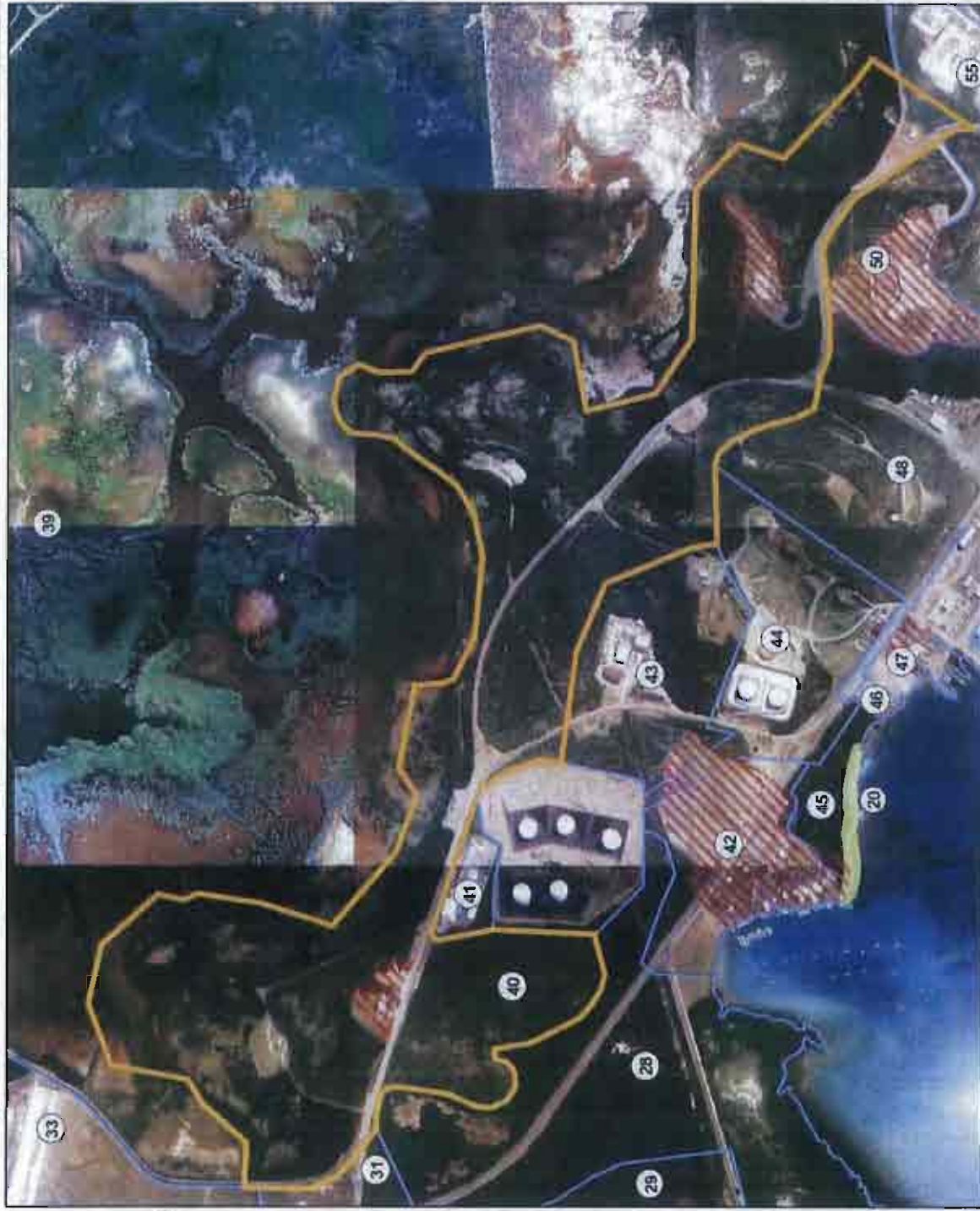
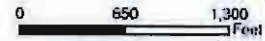
Legend

- Parcel
- Neighboring Parcel Boundaries
- Sea Turtle Habitat
- Yellow-shouldered Blackbird
- Herring Gull Nesting Pairs
- Breeding Habitat



August 18, 2005

1 inch equals 1,013 Feet



Parcel Index 40

Common Name: Sale
 Conveyance: Sale
 Neighboring Parcel(s): 28, 31, 33,
 39, 41, 43, 44, 48, 50, 52, 55

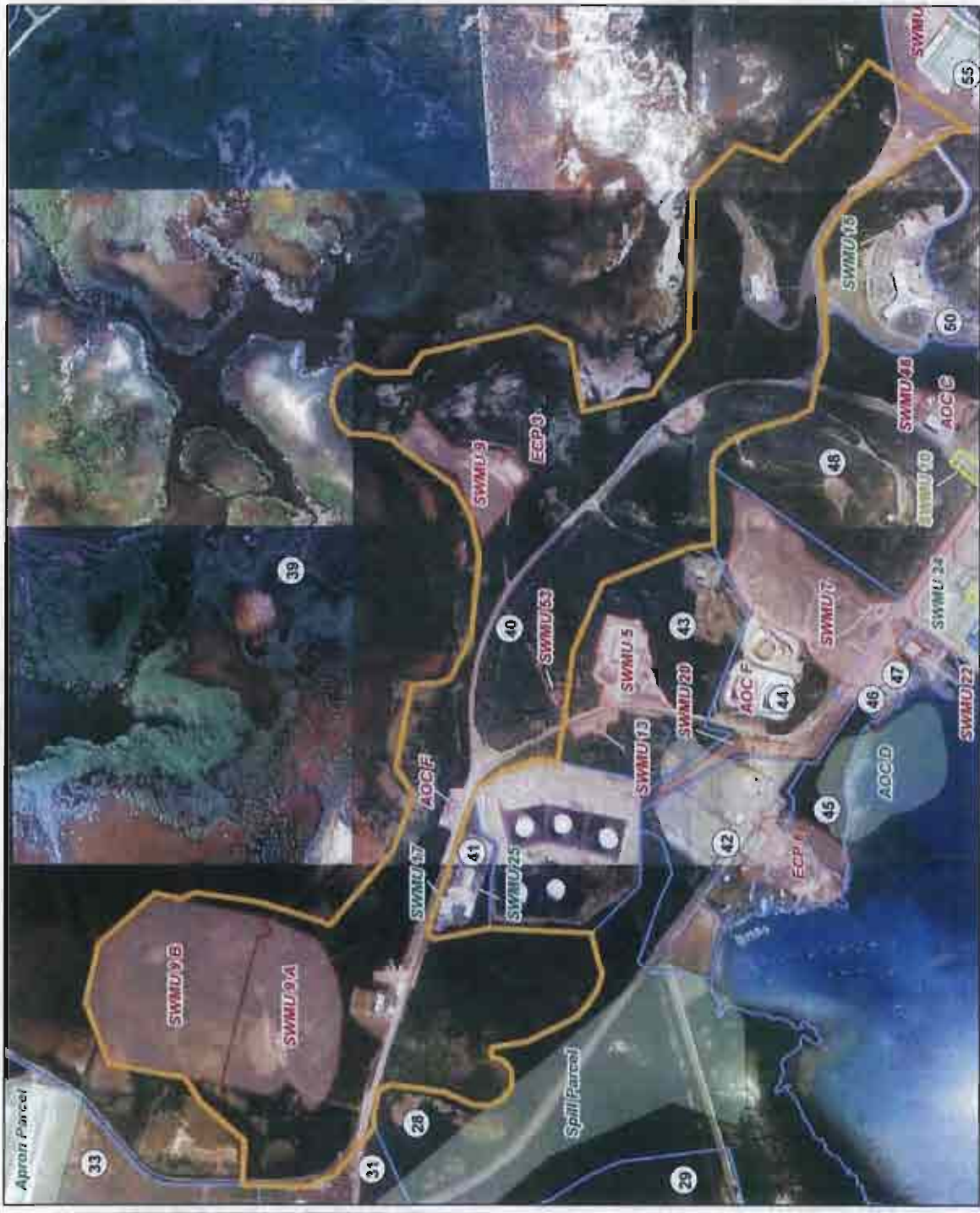
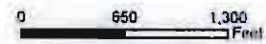
Legend

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



August 18, 2006

1 inch equals 1,013 Feet



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 Index 41

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

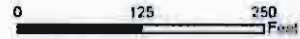
Legend

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

August 18, 2005



1 inch equals 104 Feet



Parcel Index 41

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

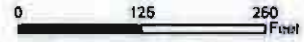
Legend

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



August 18, 2006

1 inch equals 104 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 Index 42

Common Name: Sale

Conveyance: Sale

Neighboring Parcel(s): 28, 44, 45

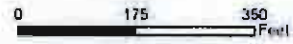
Legend

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

August 18, 2005



1 inch equals 240 Feet



Parcel Index 42

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

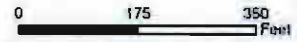
Legend

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



August 18, 2006

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 Index 43

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

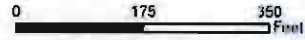
Legend

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

August 18, 2005



1 inch equals 225 Feet



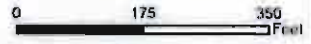
Parcel Index 43

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

August 18, 2005

Legend

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



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 Index 45

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

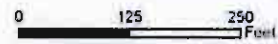
Legend

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



August 18, 2006

1 inch equals 183 Feet



Parcel Index 45

Common Name: Sale

Conveyance: Sale

Neighboring Parcel(s): 42, 44, 46

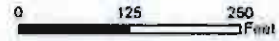
August 18, 2006

Legend

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



1 inch equals 183 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 Index 48

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

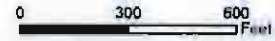
Legend

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

August 18, 2005



1 inch equals 451 Feet



Parcel Index 48

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

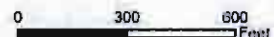
Legend

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

August 18, 2005



1 inch equals 451 Feet








Parcel Index 53

Common Name: Sale

Conveyance: Sale

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

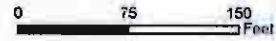
Legend

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

August 18, 2005



1 inch equals 111 Feet



Parcel Index 53

Common Name: Sale
Conveyance: Sale
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, 2005



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 Index 54

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

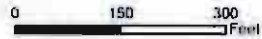
Legend

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



August 18, 2005

1 inch equals 228 Feet



Parcel Index 54

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

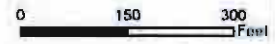
Legend

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

August 18, 2005



1 inch equals 225 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 Index 56

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

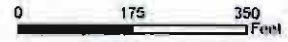
Legend

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

August 18, 2005



1 inch equals 250 Feet



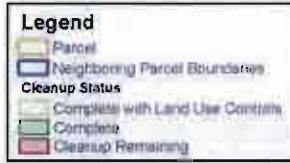
Parcel Index 56

Common Name: Sale

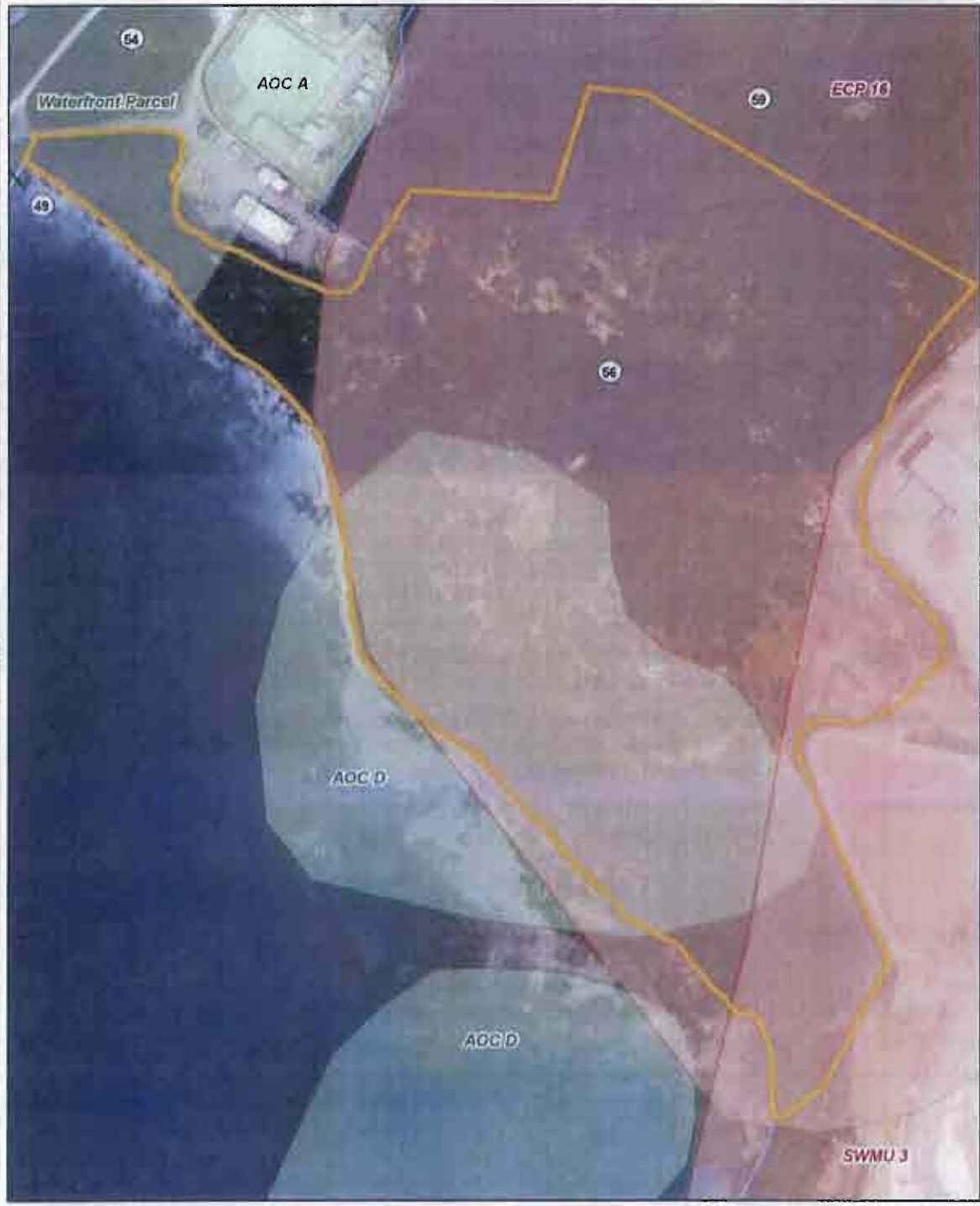
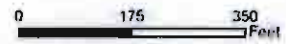
Conveyance: Sale

Neighboring Parcel(s): 49, 54, 59

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	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 Index 59

Common Name: Sale

Conveyance: Sale

Neighboring Parcel(s): 52-54,
56-58, 60-62

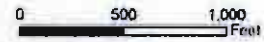
Legend

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

August 18, 2006



1 inch equals 750 Feet



Parcel Index 59

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

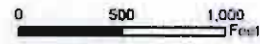
Legend

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

August 18, 2005



1 inch equals 785 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 Index 64

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

Legend

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

August 18, 2005



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, 2005

1 inch equals 540 Feet

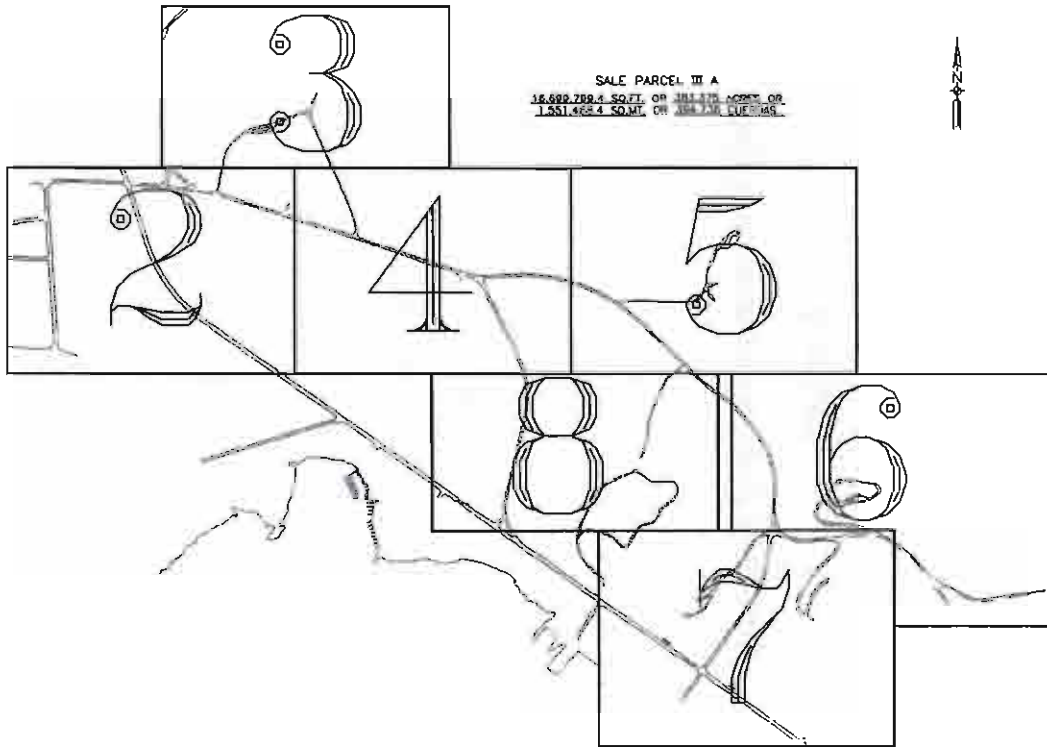


Exhibit D

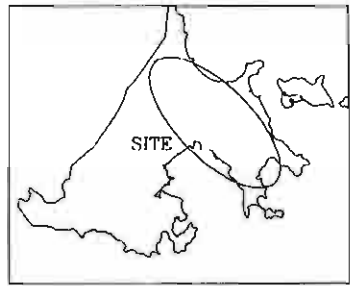
Boundary and Carve Out Survey Maps

SURVEY NOTES:

1. BOUNDARY SURVEY INITIATED BY TRINISYSTEMS CORPORATION FROM FIELD DATA COLLECTED IN SEPTEMBER & DECEMBER 2008. FIELD PROCEDURES, CALCULATIONS AND FINAL PLAN HAVE BEEN REVIEWED FOR CONTENT BY LUIS BERRIOS MONTES & ASSOCIATES OF VEGA RAMA, PUERTO RICO.
2. HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO THE PUERTO RICO/VIAGRA ISLAND STATE PLANE COORDINATE SYSTEM, NAD 83 (1907 ADJUSTMENT). MERIDIONAL COORDINATES WERE DERIVED USING DUAL FREQUENCY GPS RECEIVERS AND ARE REFERENCED TO NATIONAL GEODETIC SURVEY MONUMENTS ANGEL (PID A09997), FALRRO (PID A99634), MONACAO 2 (PID A99846) AND MT BRITON (PID A99335).
3. THE FOLLOWING PLATS AND DEEDS WERE USED TO ESTABLISH THE BOUNDARY LINES AS SHOWN ON THIS PLAN:
 - A) PLAT TITLED "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS BOUNDARY REESTABLISHMENT SURVEY" PREPARED BY TRINISYSTEMS CORPORATION AND LUIS BERRIOS MONTES. NAVCAD DRAWING No. 4522929; DATED FEBRUARY 15, 2008.
4. PLANIMETRIC DATA AND SHORELINE PROVIDED BY HOGGARD EURE ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY AERO-DYNAMICS CORPORATION CHARLOTTE, N.C. SURVEY FLOWN FEBRUARY 1998.



LOCATION MAP
NOT TO SCALE



NAVAL ACTIVITY PUERTO RICO
NOT TO SCALE



CERTIFICATION

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

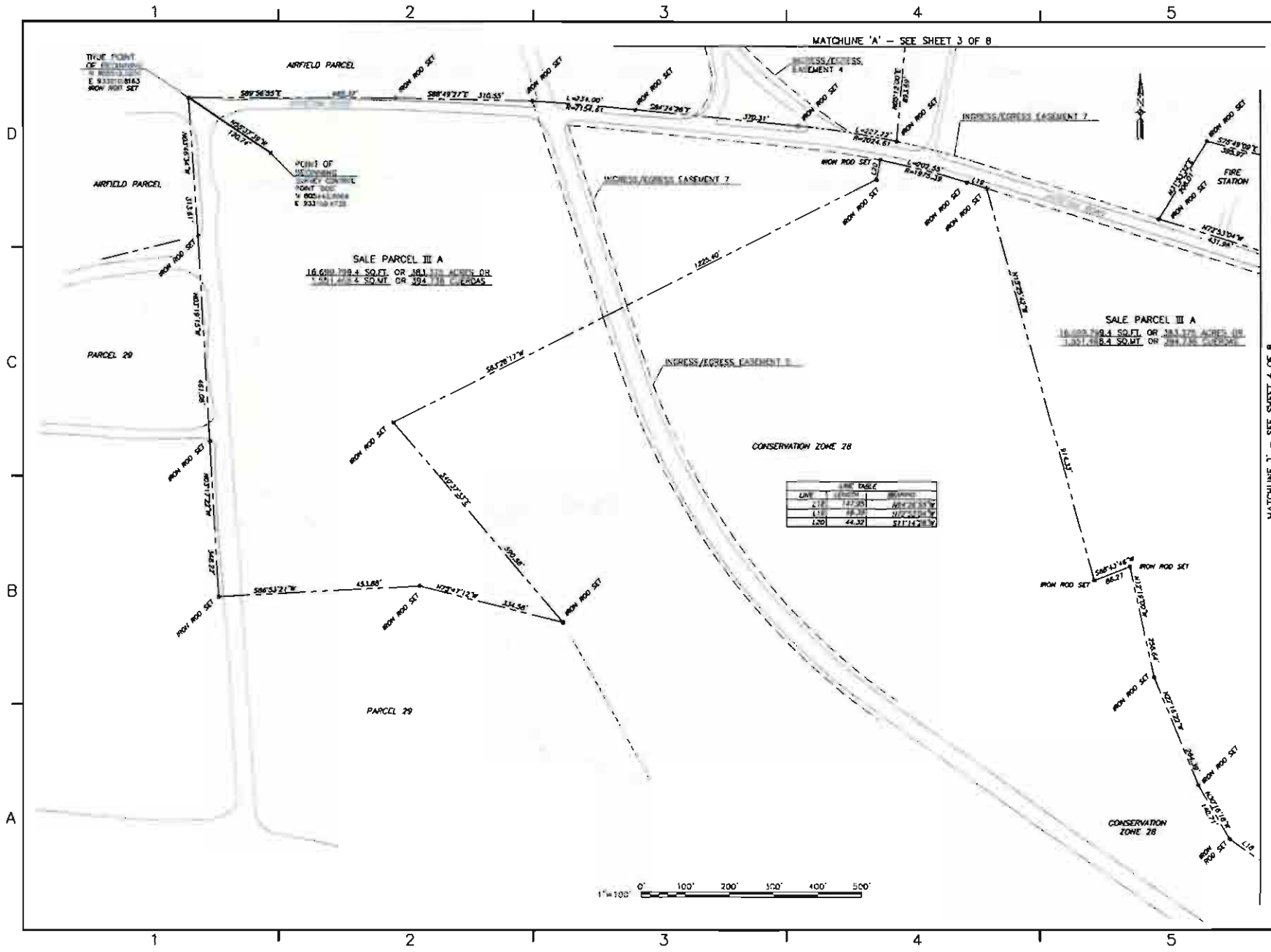
Date: 1/28/08
 LUIS BERRIOS MONTES
 Surveyor License No. 0680

LUIS BERRIOS MONTES
 Registered Professional Engineer
 License No. 10000
 P. O. Box 4007, San Juan, P. R.

LEGEND
 CONCRETE MONUMENT FOUND ■
 IRON ROD SET ●
 PROPERTY LINE ————
 EASEMENT LINE - - - - -

DATE	1/28/08
PROJECT	SALE PARCEL III A
CLIENT	ATLANTIC DIVISION
SCALE	AS SHOWN
PROJECT NUMBER	
DATE OF SURVEY	1/28/08
DATE OF PLOTTING	1/28/08
DATE OF CHECKING	
DATE OF APPROVAL	
APPROVED BY	
CHECKED BY	
DATE OF CHECKING	
DATE OF APPROVAL	
PROJECT NUMBER	
DATE OF SURVEY	1/28/08
DATE OF PLOTTING	1/28/08
DATE OF CHECKING	
DATE OF APPROVAL	
APPROVED BY	
CHECKED BY	
DATE OF CHECKING	
DATE OF APPROVAL	

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



AREA TABLE

LINE	LENGTH	AREA
1-2	147.20	48,428.31
1-3	18.30	11,224.54
2-3	44.32	21,142.11

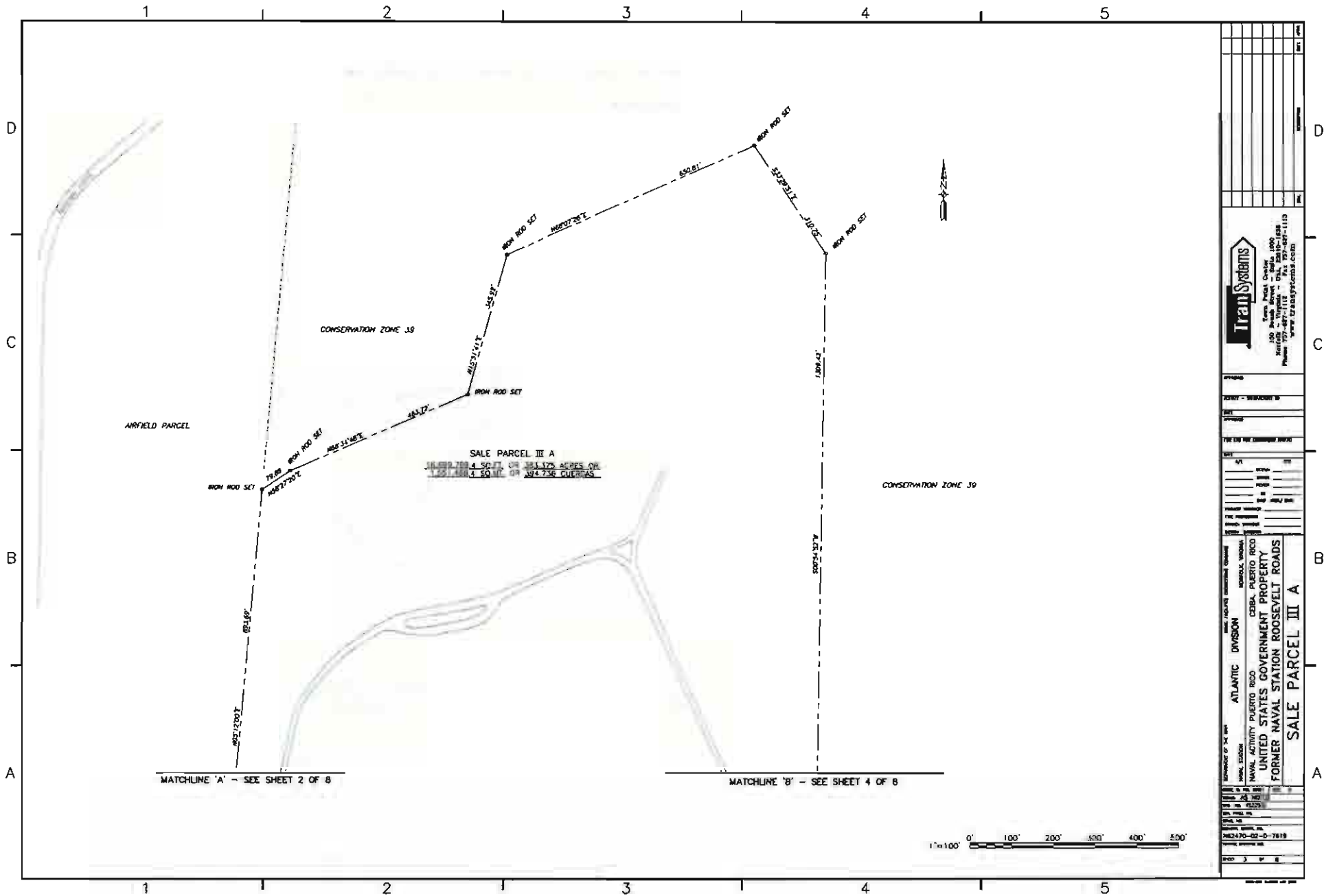
MATCHLINE T - SEE SHEET 4 OF 8

TransSystems
 Survey Point Center
 1000 N. W. 10th St., Suite 100
 Fort Lauderdale, FL 33309-4238
 Phone: 754-487-1111 Fax: 754-487-1115
 www.transsystems.com

PROJECT	NO. 10000000000000000000
DATE	10/10/2010
BY	JK
CHECKED BY	JK
SCALE	AS SHOWN
PROJECT NO.	10000000000000000000
DATE PLOTTED	10/10/2010
PLotted BY	JK
DATE PLOTTED	10/10/2010
PLotted BY	JK

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

MATCHLINE 'A' - SEE SHEET 3 OF 8

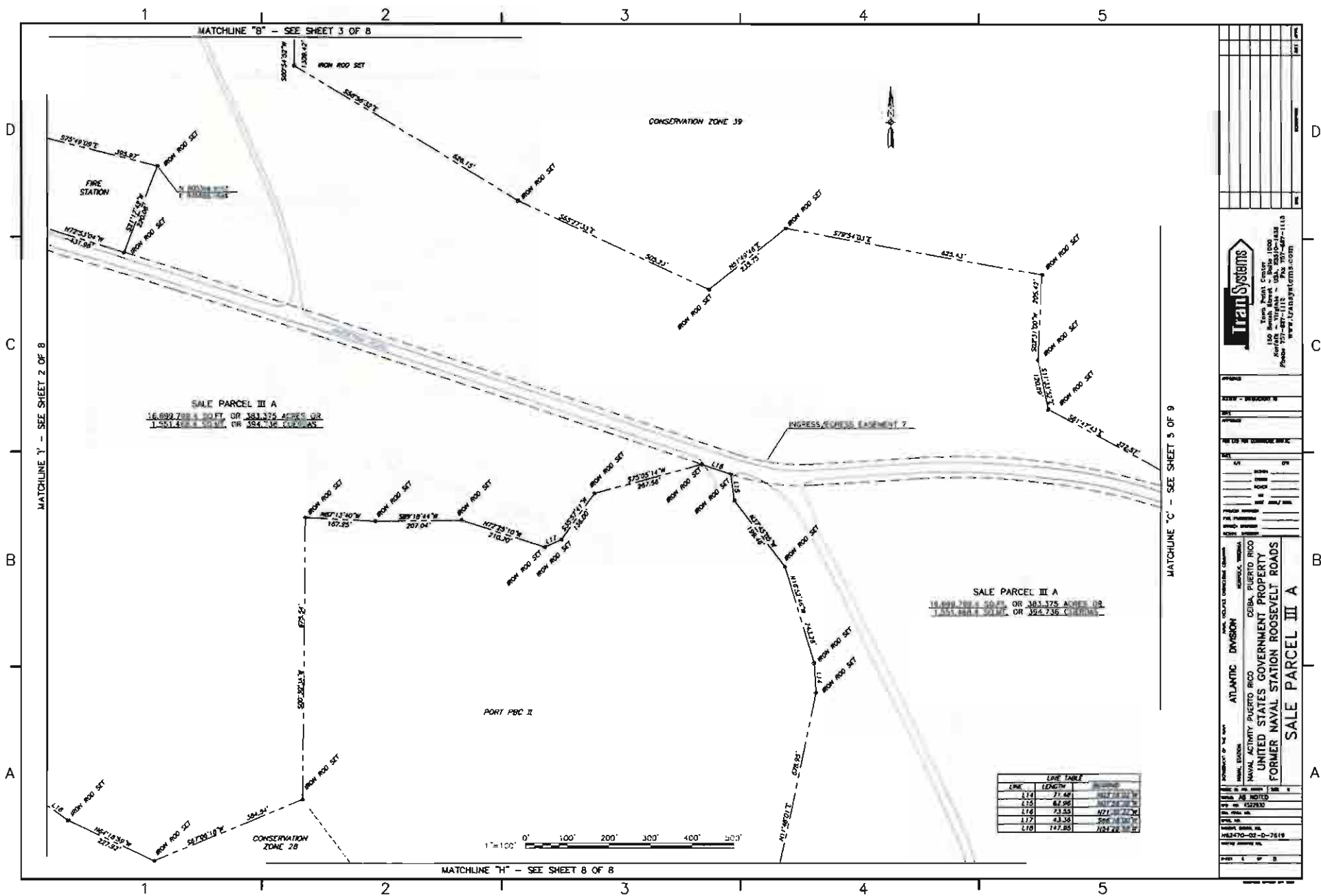


MATCHLINE 'A' - SEE SHEET 2 OF 8

MATCHLINE 'B' - SEE SHEET 4 OF 8



TransSystems 100 South Shore Center, 1000 Norfolk - Virginia, VA 23510-1000 Phone: 757-491-1111 Fax: 757-491-1113 Email: info@transystems.com	
Project: _____ Client: _____ Date: _____ Title: _____ City: _____ State: _____ Country: _____ Project Number: _____ Drawing Number: _____ Revision: _____	
ATLANTIC DIVISION NAVAL ACTIVITY PUEERTO RICO CEIBA, PUEERTO RICO UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS SALE PARCEL III A	
Scale: 1" = 100' Date: _____ Drawing Number: ME2470-02-B-7819 Project Number: _____ Revision: _____	



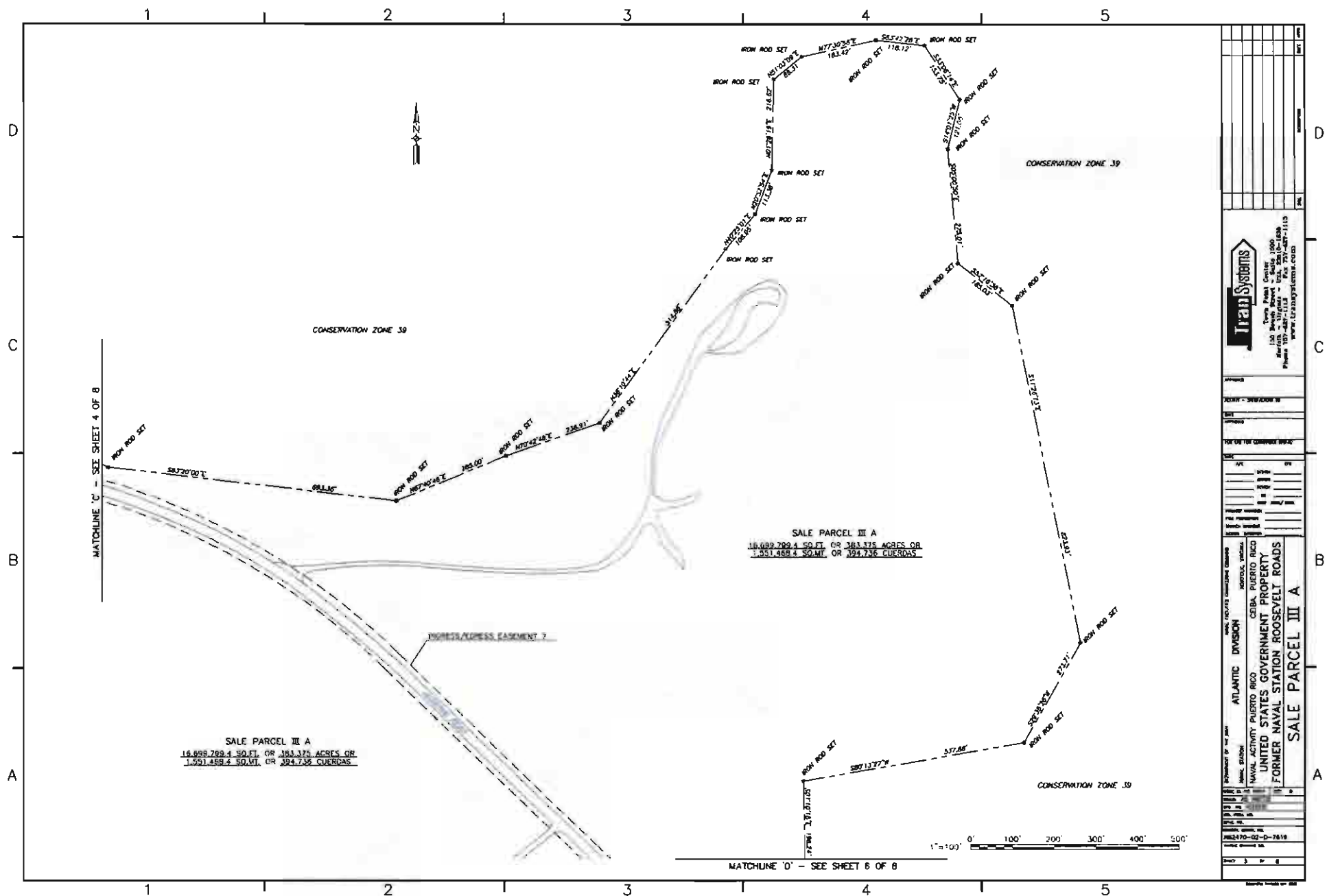
LINE	LENGTH	REMARKS
L14	37.46	EXISTING ROAD
L15	82.98	EXISTING ROAD
L16	73.53	EXISTING ROAD
L17	43.38	EXISTING ROAD
L18	147.85	EXISTING ROAD

TransSystems
Team. Point. Control. 1000
1400 N. W. 11th St., Suite 100
Ft. Lauderdale, FL 33304-4411
Phone: 954-487-1111 Fax: 954-487-1113
www.transystems.com

ATLANTIC DIVISION
NAVAL ACTIVITY PUERTO RICO
SAN JUAN, PUERTO RICO
00906

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

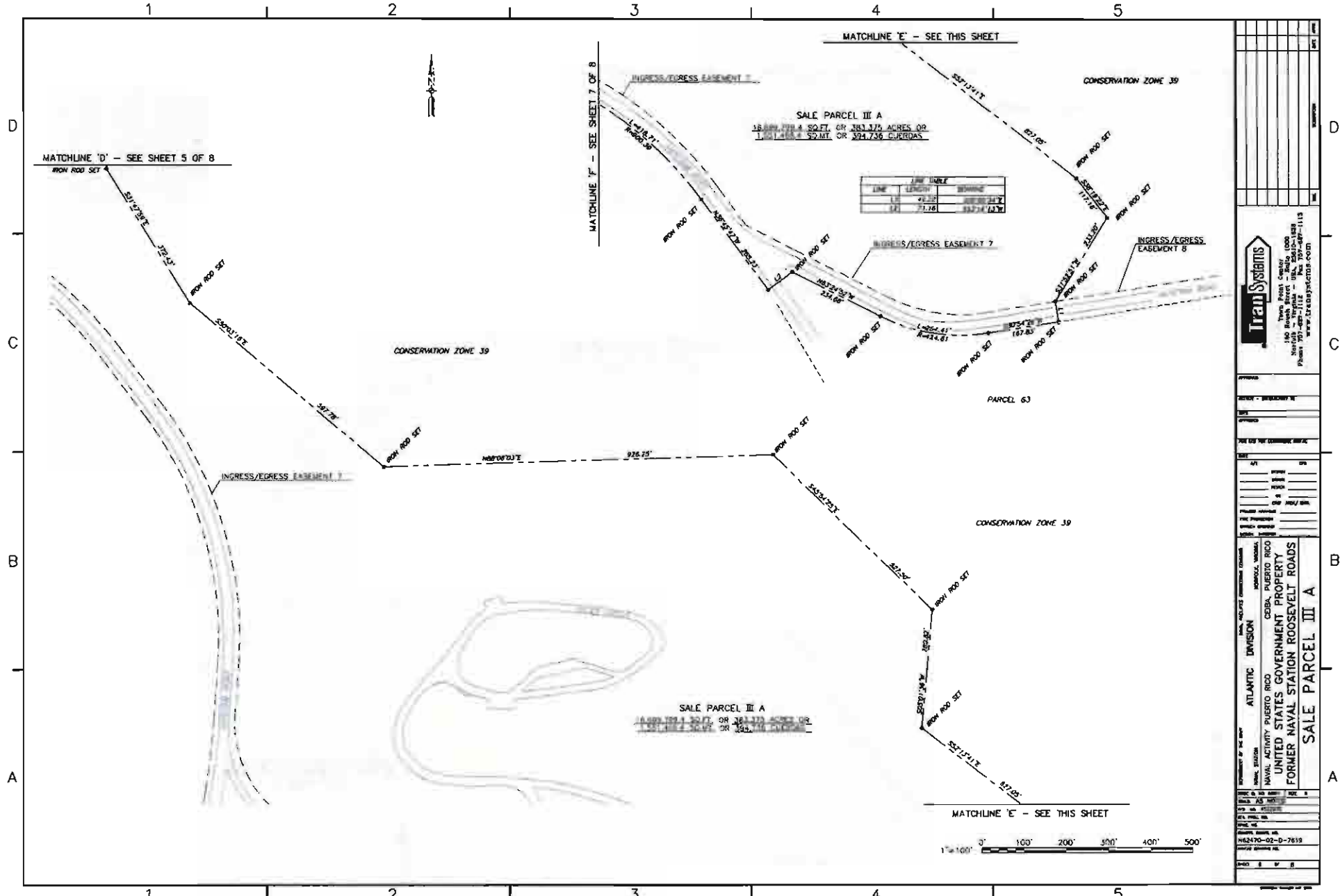
PROJECT NO. 14-0000000000
DRAWING NO. 14-0000000000
DATE: 11/11/14
BY: J. L. B. / J. L. B.
CHECKED: J. L. B. / J. L. B.
SCALE: AS SHOWN
SHEET 4 OF 8



SALE PARCEL III A
 16,698,799.4 SQ. FT. OR 381.375 ACRES OR
 1,551,489.4 SQ. MT. OR 394,739 CUERDAS

SALE PARCEL III A
 16,698,799.4 SQ. FT. OR 381.375 ACRES OR
 1,551,489.4 SQ. MT. OR 394,739 CUERDAS

1500 North Academy Street, Suite 1000 Houston, Texas 77056-1608 Phone: 281-771-1110 Fax: 281-771-1115 www.IranSystems.com	
PROJECT - 2010-0000-01 DATE DRAWN BY CHECKED BY TITLE SCALE SHEET NO. 3 OF 8 PROJECT NO. 10-0000-01	
ATLANTIC DIVISION NAVAL ACTIVITY, PUEERTO RICO CETA - PUERTO RICO UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS SALE PARCEL III A	
1" = 100' 0' 100' 200' 300' 400' 500'	



SALE PARCEL III A
 18.889 +/- ACRES OR 823,373 SQ. FT.
 1.867 +/- ACRES OR 82,373 SQ. MT.

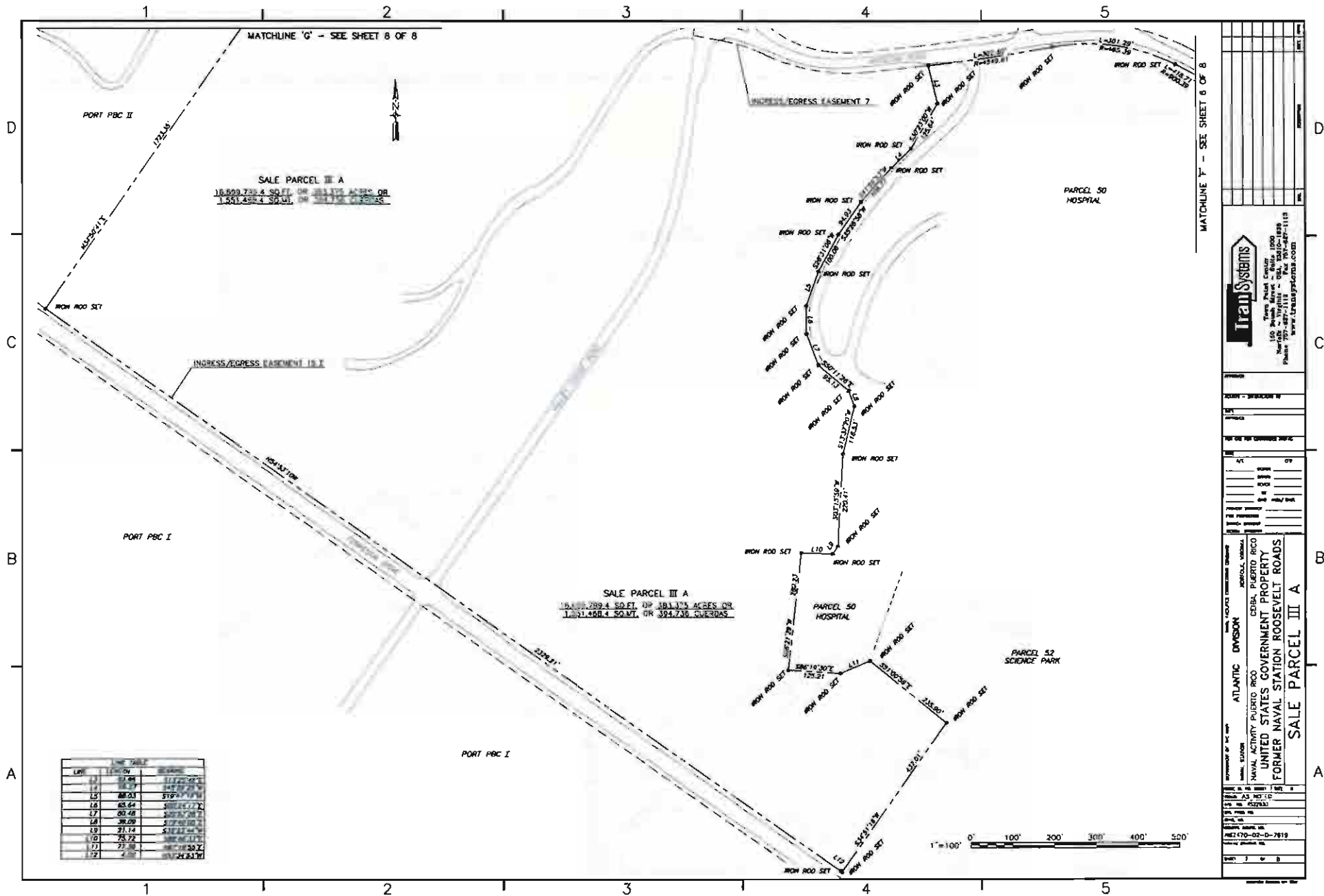
LINE	LENGTH	Bearing
1-2	41.22'	S89°00'00"W
2-3	71.28'	S87°14'13"W

SALE PARCEL III A
 18.889 +/- ACRES OR 823,373 SQ. FT.
 1.867 +/- ACRES OR 82,373 SQ. MT.

TransSystems
 Survey, Plan, Control, Easement
 140 North Pointe Blvd., Suite 200
 Northville, Michigan 48164-1428
 Phone: 907-487-1112 Fax: 907-487-1113
 E-mail: info@transystems.com

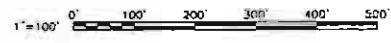
ATLANTIC DIVISION
 NAVAL ACTIVITY PUERTO RICO
 GUAYAMA, PUERTO RICO
 UNITED STATES GOVERNMENT PROPERTY
 FORMER NAVAL STATION ROOSEVELT ROADS
SALE PARCEL III A

DATE: 02/08/18
 DRAWN BY: AS
 CHECKED BY:
 APPROVED BY:
 PROJECT NO.: 182470-02-D-7819



LINE TABLE

LINE	LENGTH	BEARING
13	51.68	S122°54'52"E
14	58.37	S47°52'29"W
15	88.03	S79°47'17"W
16	63.64	S88°24'17"W
17	60.48	S89°52'08"W
18	36.09	S77°40'00"W
19	31.14	S42°22'46"W
19	75.72	S87°26'11"E
21	72.80	S67°18'30"E
22	2.88	S87°24'31"E



MATCHLINE 'G' - SEE SHEET 8 OF 8

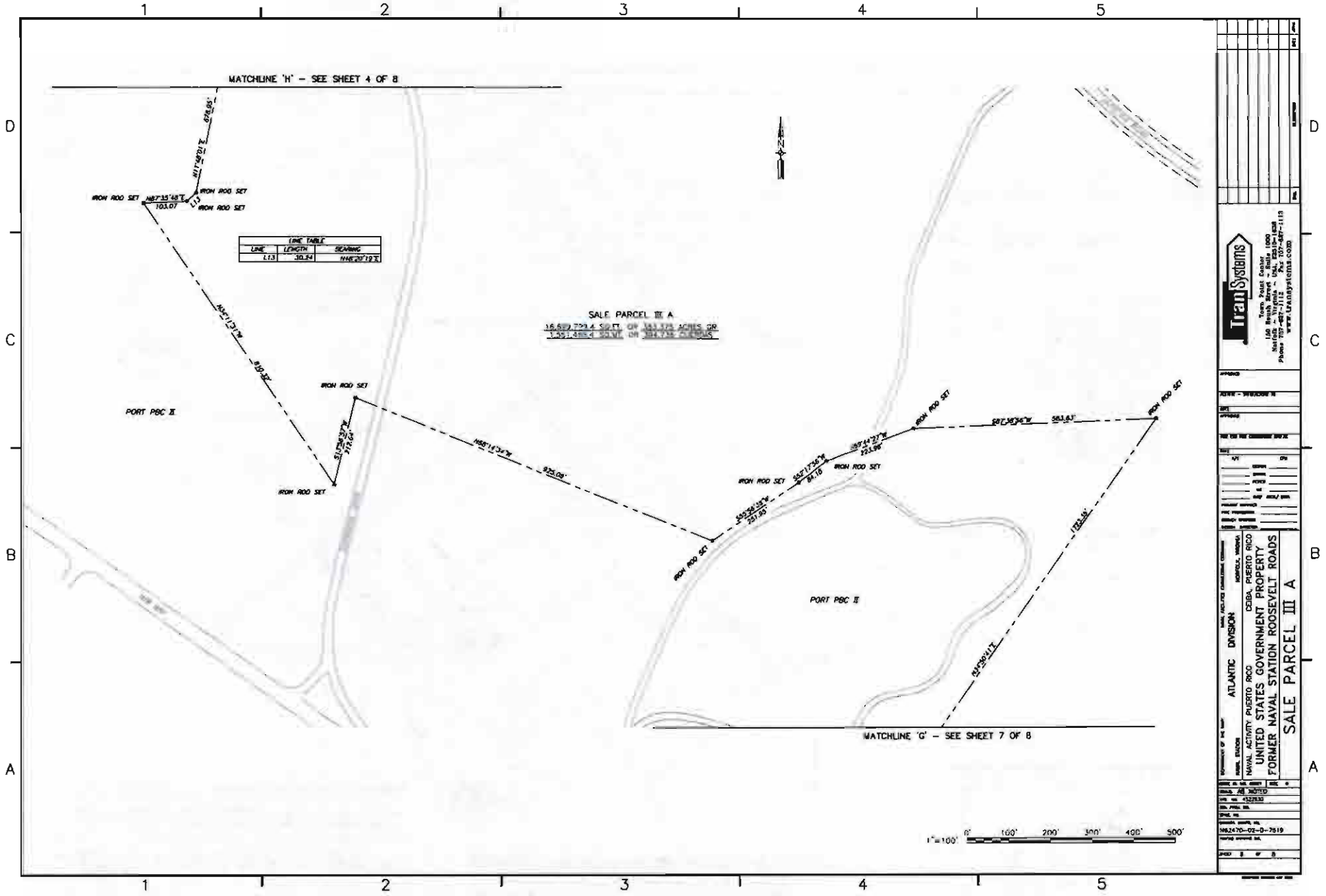
MATCHLINE 'Y' - SEE SHEET 6 OF 8

Iron Systems
 150 Main Street, Suite 1000
 Newark, NJ 07102-3000
 Phone: 973-992-1115
 www.ironsystems.com

DATE	BY	CHECKED	SCALE	SHEET

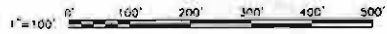
ATLANTIC DIVISION
 NAVAL ACTIVITY REGISTERED ROAD
 UNITED STATES GOVERNMENT PROPERTY
 FORMER NAVAL STATION ROOSEVELT ROADS
SALE PARCEL III A

PROJECT NO. 170-02-D-7819



LINE TABLE		
LINE	LENGTH	BEARING
L13	30.34	N46°20'19.3"

SALE PARCEL III A
 16,689.7234 SQ. FT. OR 381.173 ACRES OR
 1,351.8864 SOLAR OR 381.738 CUBIC YDS.



Term: Point Control 1000 Model: 1000 Network: 1000 Phone: 707-487-1112 Fax: 707-487-1115 www.train-systems.com	
ATLANTIC DIVISION DEBRA, PUERTO RICO UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS SALE PARCEL III A	
16,689.7234 SQ. FT. OR 381.173 ACRES OR 1,351.8864 SOLAR OR 381.738 CUBIC YDS.	
1" = 100'	

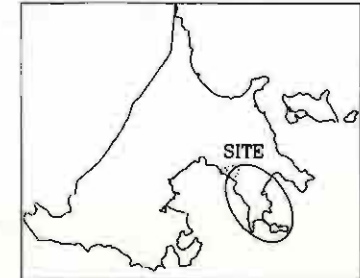
SURVEY NOTES:

- 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 MONTERE & ASSOCIATES OF VEDA BARRA, PUERTO RICO.
- HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO THE PUERTO RICO/MAGN ISLAND STATE PLANE COORDINATE SYSTEM, NAD 83 (1997 ADJUSTMENT). HORIZONTAL COORDINATES WERE DERIVED USING DATA PROVIDED BY GPS RECEIVERS AND ARE REFERENCED TO NATIONAL GRID/STATE SURVEY MONUMENTS ANGEL (793 400007), FAJARDO (910 808834), MUYUCCAO 2 (910 899846) AND UT BRITTON (910 489835).
- 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" SUBMITTED BY TRANSSYSTEMS CORPORATION AND LUIS BERRIOS MONTERE, NAVTAC DRAWING No. 4522928, DATED FEBRUARY 15, 2005.
 - PLAT TITLED "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS FORESTRAL TREATMENT PLANT" PREPARED BY TRANSSYSTEMS CORPORATION AND LUIS BERRIOS MONTERE, DATED NOVEMBER 21, 2007.

- PERMITS DATA AND SHORELINE PROVIDED BY HOGGAR LURE ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY AERO-DYNAMICS CORPORATION CHARLOTTE, N.C. SURVEY FLOW: FEBRUARY 1999.
- DUER TO THE SPECIALIZED USAGE OF THE SUBJECT PROPERTY, TERRESTRIAL-MARITIME REGULATIONS ARE APPLICABLE AS A CIVIL OIA NON-CONFORMING ALL FUTURE RECIPIENTS OF THIS SUBJECT PROPERTY BY SUBSEQUENT SMALL RECOGNIZE THE BOUNDARY OF THESE LOTS WITH REGARD TO THE TERRESTRIAL-MARITIME ZONE REGULATIONS. THE PUBLIC ACCESS IS HEREBY TRANSFERRED TO OTHER FEDERAL AGENCIES SHALL REMAIN STATUS OLD.



LOCATION MAP
NOT TO SCALE



NAVAL ACTIVITY PUERTO RICO
NOT TO SCALE

LINE	LENGTH	BEARING
L1	63.63	S27°28'34"W
L2	133.97	S16°29'34"W
L3	334.38	S16°16'11"W
L4	89.56	S16°11'39"W
L5	74.33	S15°13'29"W
L6	15.36	S15°15'52"W
L7	22.72	S16°05'11"W
L8	13.75	S15°22'24"W
L19	66.09	S16°27'24"W
L13	155.19	S16°16'40"W
L14	192.13	S16°06'31"W
L15	61.22	S15°24'37"W
L16	97.89	S16°11'39"W
L17	145.97	S16°14'7"W
L18	38.67	S16°02'11"W
L19	96.47	S15°11'24"W
L20	163.17	N10°24'39"E
L21	71.91	N10°46'22"E



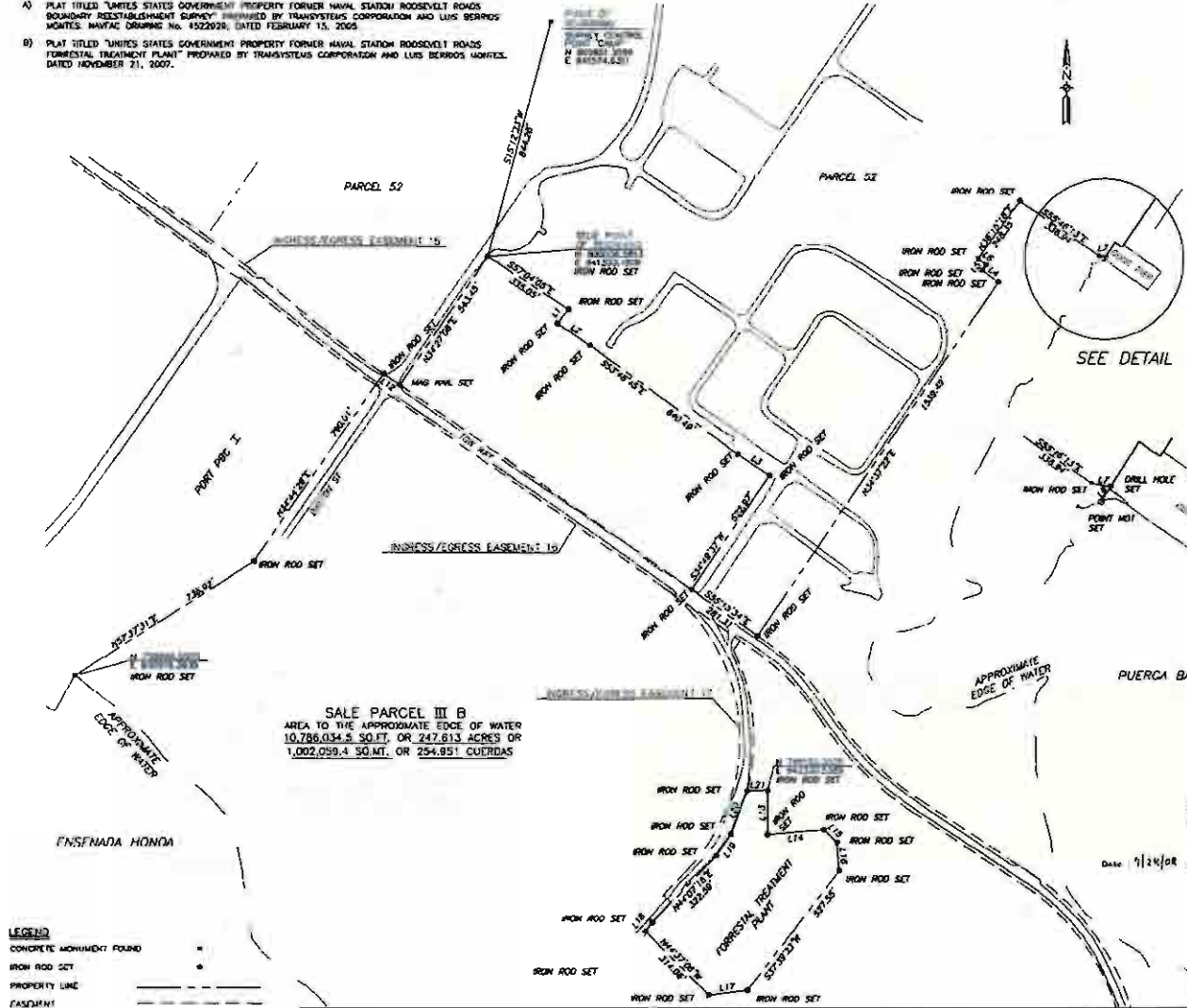
CERTIFICATION

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

Date: 9/14/08
 LUIS BERRIOS MONTERE
 Surveyor License No. 0008
 LUIS BERRIOS MONTERE
 Surveyor License No. 0008



MATCHLINE 'A' - SEE SHEET 2 OF 2



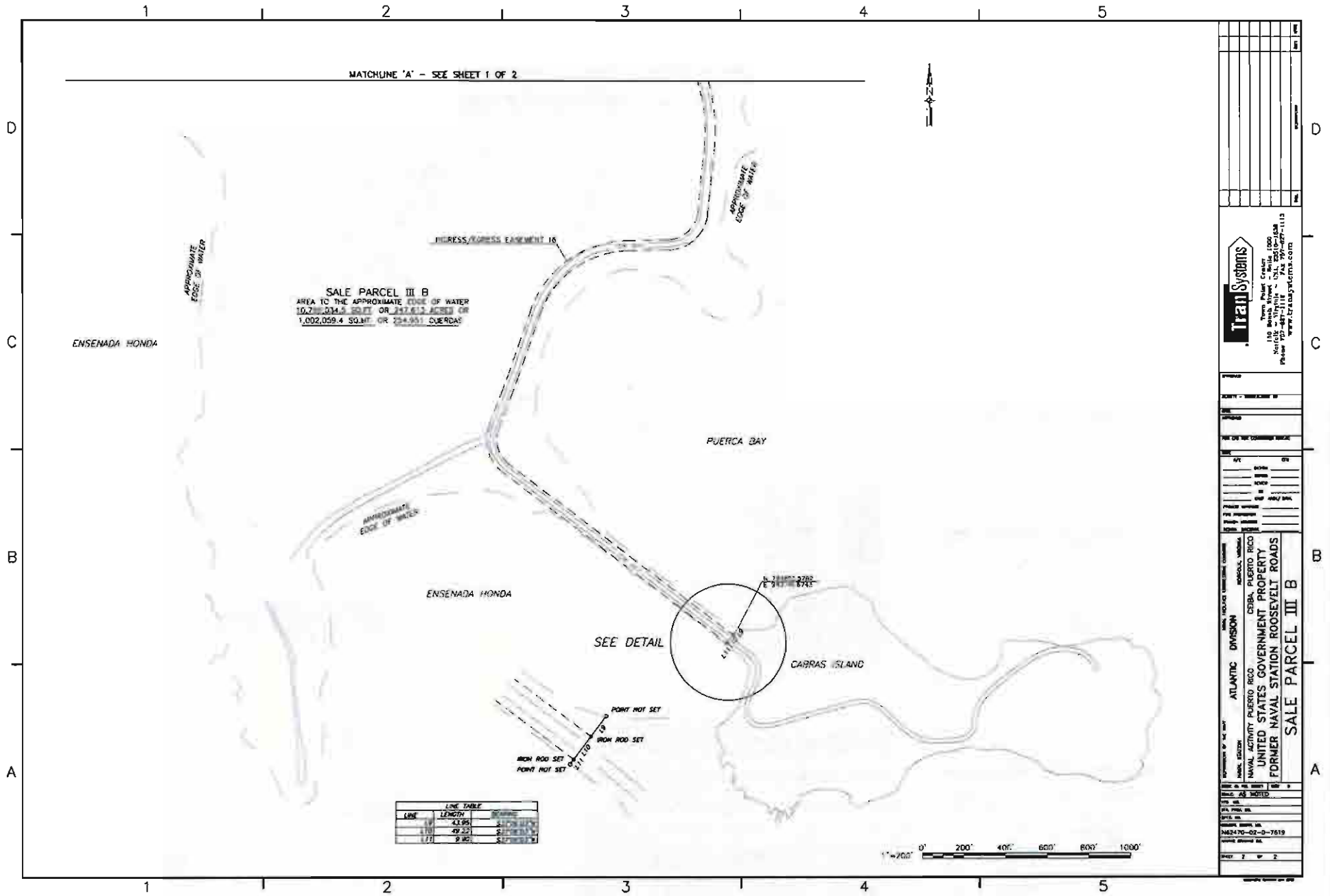
SALE PARCEL III B
 AREA TO THE APPROXIMATE EDGE OF WATER
 10,786.034.5 SQ.FT. OR 247.613 ACRES OR
 1,002,059.4 SQ.MT. OR 254.951 CUERDAS

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

TransSystems
 100 So. Bayshore Dr., Suite 3101
 San Juan, Puerto Rico 00906
 Phone: 787-751-1115
 Fax: 787-751-1115
 www.transystems.com

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

DATE: 9/14/08
 SHEET 1 OF 2



SALE PARCEL III B
 AREA TO THE APPROXIMATE EDGE OF WATER
 10.27 ACRES, 314,500 SQ. FT. OR 242,615 ACRES OR
 1,002,059.4 SQ. MT. OR 234,951 CUERDAS

LINE	LENGTH	DESCRIPTION
1/1	43.95	SECTION 1
1/2	49.22	SECTION 2
1/3	9.80	SECTION 3

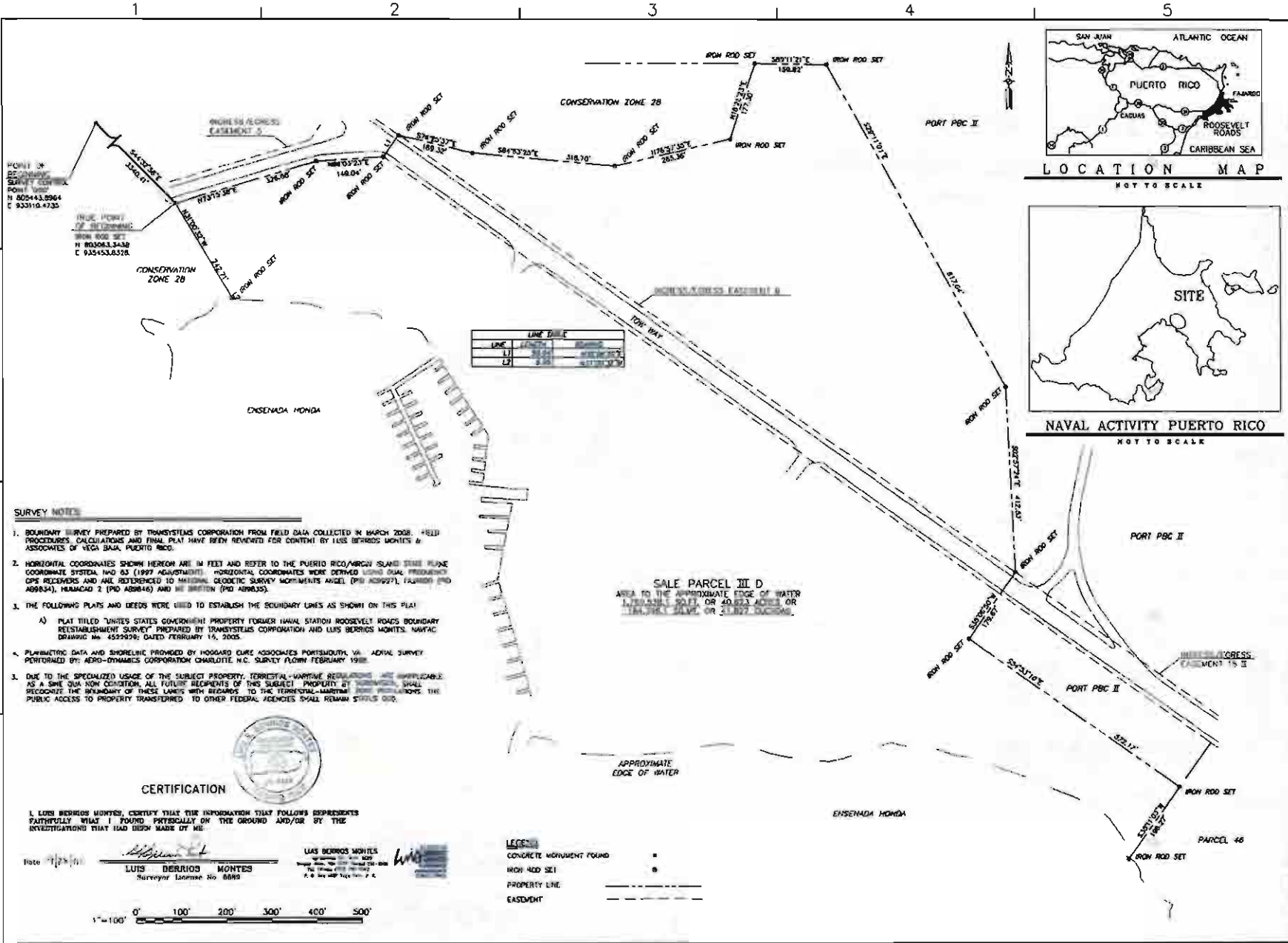
NO.	DATE	REVISION

Trail Systems
 1100 West Center, 1000
 Norfolk, Virginia - USA, 23510-0648
 Phone: 757-233-7711
 www.trailsystems.com

TITLE	
DATE	
DRAWN BY	
CHECKED BY	
SCALE	
PROJECT NO.	

DEPARTMENT OF THE ARMY
 ATLANTIC DIVISION
 NAVAL ACTIVITY PUEBLO RICO
 PUEBLO, PUEBLO RICO
 UNITED STATES GOVERNMENT PROPERTY
 FORMER NAVAL STATION ROOSEVELT ROADS
SALE PARCEL III B

PROJECT NO. 142222
 DRAWN BY: []
 CHECKED BY: []
 DATE: []
 SCALE: []
 PROJECT NO.: 142222
 SHEET 7 OF 2



LINE	BEARING	DISTANCE
LI	S81°32'25"E	169.32'
LJ	S81°32'25"E	177.30'
LK	S81°32'25"E	285.30'

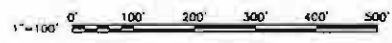
SURVEY NOTES

- BOUNDARY SURVEY PREPARED BY TRANSSYSTEMS CORPORATION FROM FIELD DATA COLLECTED IN MARCH 2008. FIELD PROCEDURES, CALCULATIONS AND FINAL PLAT HAVE BEEN REVIEWED FOR CONTENT BY LUIS BERRIOS MONTES & ASSOCIATES OF NEG. S.A. PUERTO RICO.
- HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO THE PUERTO RICO/IRVING ISLAND TIME PLANE COORDINATE SYSTEM NAD 83 (1997 ADJUSTMENT). HORIZONTAL COORDINATES WERE DERIVED USING REAL TIME FREQUENCY GPS RECEIVERS AND ARE REFERENCED TO NATIONAL GEOLOGIC SURVEY MONUMENTS ANGEL (PD 4096977), FAJARDO (PD 489834), HIRACAD 2 (PD 48846) AND BE BRITTON (PD 48633).
- 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 TRANSSYSTEMS CORPORATION AND LUIS BERRIOS MONTES, NAWAC DRAWING No. 4529279; DATED FEBRUARY 16, 2005.
- PLANIMETRIC DATA AND SHORELINE PROVIDED BY HOGGARD CURR ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY: AERO-DYNAMICS CORPORATION CHARLOTTE, N.C. SURVEY FLOWN FEBRUARY 1998.
- DUE TO THE SPECIALIZED USAGE OF THE SUBJECT PROPERTY, TERRITORIAL - WARTIME REGULATIONS ARE APPLICABLE. AS A SHINE QUA NON CONDITION, ALL FUTURE RECIPIENTS OF THIS SUBJECT PROPERTY BY SUBSEQUENT SHALL RECOGNIZE THE BOUNDARY OF THESE LINES WITH REGARD TO THE TERRITORIAL-WARTIME. THESE REGULATIONS SHALL REMAIN STABLE OUR PUBLIC ACCESS TO PROPERTY TRANSFERRED TO OTHER FEDERAL AGENCIES SHALL REMAIN STABLE OUR.

CERTIFICATION

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

Luis Berrios Montes
 LUIS BERRIOS MONTES
 Surveyor License No. 8883



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

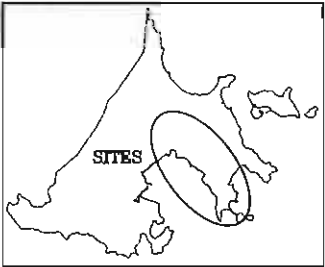
TranSystems
 Survey Point Chart (1000
 No. 028 - 11/2008 - 03/2009 - 10/2009
 Phone: 787-267-1110
 www.transystems.com

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

DATE: AS NOTED
 SHEET: 1 OF 1

SURVEY NOTES

- BOUNDARY SURVEY PREPARED BY TRANSYSTEMS CORPORATION FROM FIELD DATA COLLECTED IN 2004 AND 2007. FIELD PROCEDURES, CALCULATIONS AND FINAL PLAT 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 ISLANDS STATE PLANE COORDINATE SYSTEM, NAD 83 (1987 ADJUSTMENT). HORIZONTAL COORDINATES WERE OBTAINED USING DUAL FREQUENCY GPS RECEIVERS AND ARE REFERENCED TO NATIONAL GEODETIC SURVEY MONUMENTS ANGEL (PD ADJ095), PALMBOO (PD ADJ095), HURACANO 2 (PD ADJ095) AND MT BRITTON (PD ADJ095).
- 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, NAVFAC LIBRARY NO. 4522029, DATED FEBRUARY 15, 2005.
- PLANNING, DATA AND SHORELINE PROVIDED BY HIGGARD DUKE ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY: AERO-DYNAMICS CORPORATION CHARLOTTE, N.C. SURVEY FROM FEBRUARY 1998.
- NOTE: THIS PLAT SHOWS EASEMENTS OF RECORD FOUND IN THE NAVY REAL ESTATE OFFICE. THIS PLAT MAY NOT SHOW ALL GRANTS OR EASEMENTS THAT COULD AFFECT SUBJECT PROPERTY.

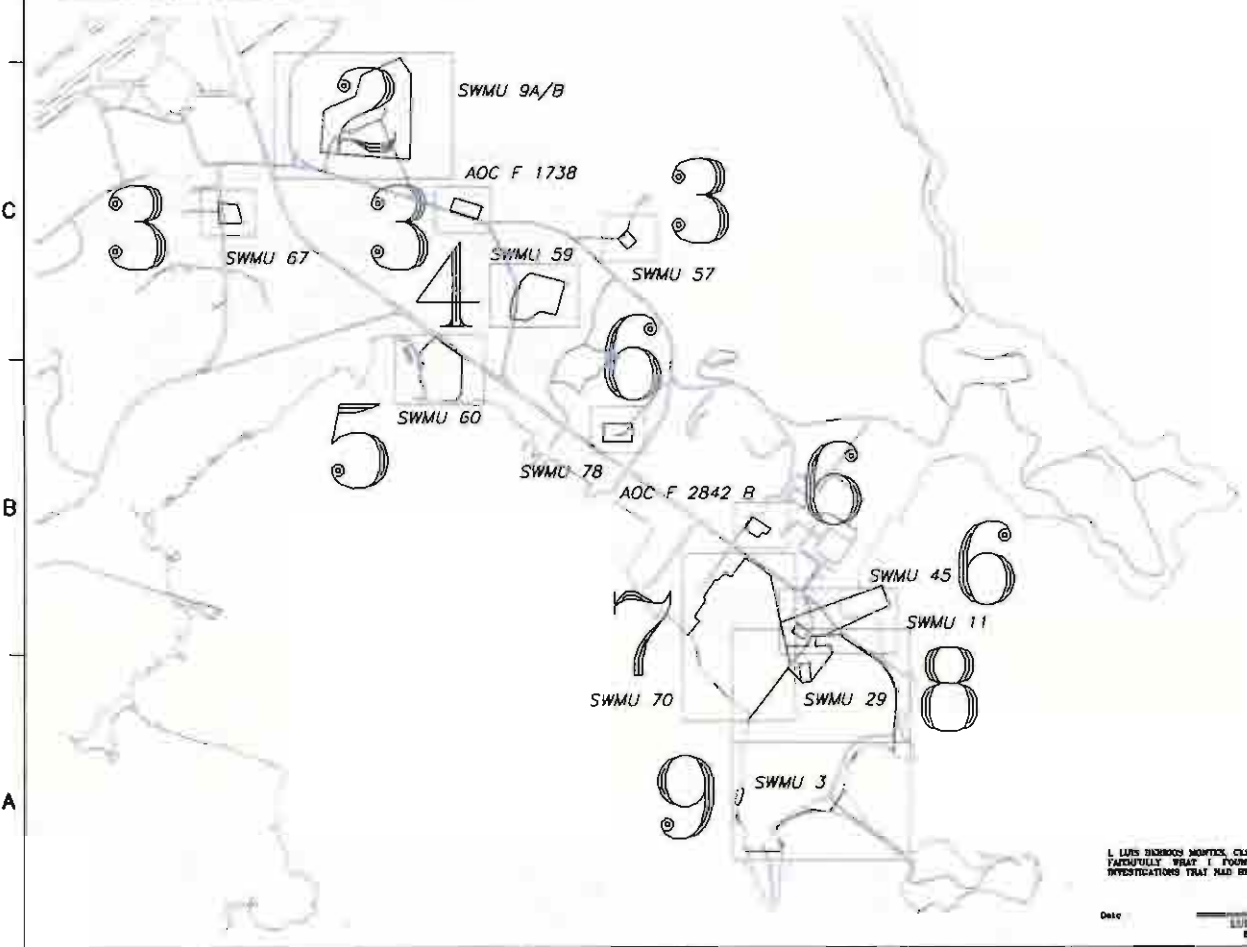


NAVAL ACTIVITY PUERTO RICO
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

- LEGEND**
- CONCRETE VORUMENT FOUND *
 - IRON ROD SET o
 - POINT NOT SET o
 - SAND LIMIT LINE - - - - -
 - FENCE LINE ---



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 WERE MADE BY ME.

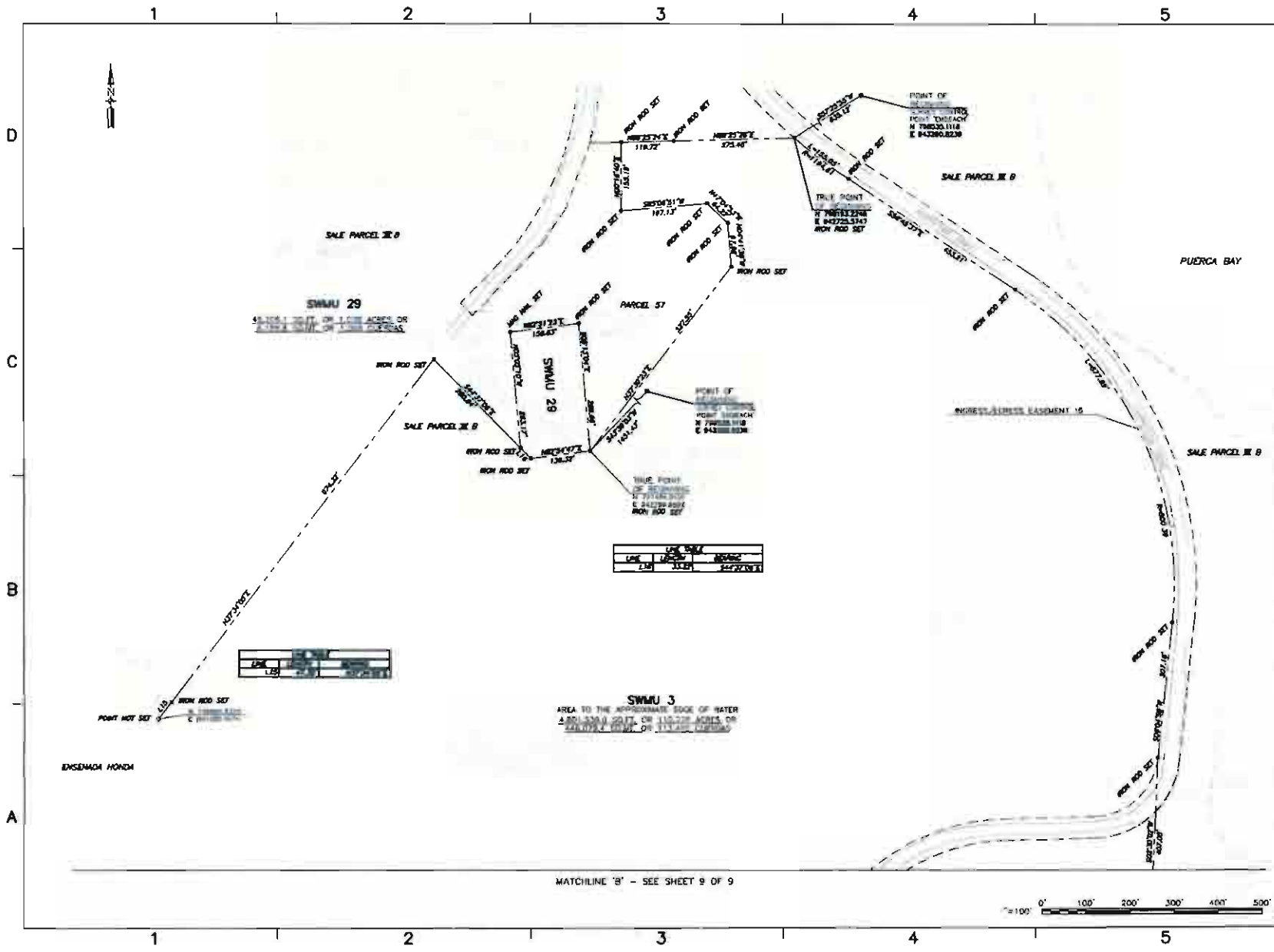
Date: _____
 LUIS BERRIOS MONTES
 Surveyor License No. 9690



1:1111 Systems
 1480 Highway 100, Suite 1000
 San Juan, Puerto Rico 00906
 Phone: (787) 481-1111
 Fax: (787) 481-1111
 www.11111systems.com

ATLANTIC DIVISION
 NAVAL ACTIVITY PUERTO RICO
 UNITED STATES GOVERNMENT PROPERTY
 FORMER NAVAL STATION ROOSEVELT ROADS
 - IND AREA SWMU/AOC SITES

DATE: _____
SCALE: _____
PROJECT: _____
CLIENT: _____
NO. OF SHEETS: _____
SHEET NO.: _____



NO. 1	NO. 2	NO. 3	NO. 4	NO. 5
NO. 6	NO. 7	NO. 8	NO. 9	NO. 10
NO. 11	NO. 12	NO. 13	NO. 14	NO. 15
NO. 16	NO. 17	NO. 18	NO. 19	NO. 20
NO. 21	NO. 22	NO. 23	NO. 24	NO. 25
NO. 26	NO. 27	NO. 28	NO. 29	NO. 30
NO. 31	NO. 32	NO. 33	NO. 34	NO. 35
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NO. 41	NO. 42	NO. 43	NO. 44	NO. 45
NO. 46	NO. 47	NO. 48	NO. 49	NO. 50
NO. 51	NO. 52	NO. 53	NO. 54	NO. 55
NO. 56	NO. 57	NO. 58	NO. 59	NO. 60
NO. 61	NO. 62	NO. 63	NO. 64	NO. 65
NO. 66	NO. 67	NO. 68	NO. 69	NO. 70
NO. 71	NO. 72	NO. 73	NO. 74	NO. 75
NO. 76	NO. 77	NO. 78	NO. 79	NO. 80
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NO. 86	NO. 87	NO. 88	NO. 89	NO. 90
NO. 91	NO. 92	NO. 93	NO. 94	NO. 95
NO. 96	NO. 97	NO. 98	NO. 99	NO. 100

DATE	NO.	DESCRIPTION

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5
NO. 6	NO. 7	NO. 8	NO. 9	NO. 10
NO. 11	NO. 12	NO. 13	NO. 14	NO. 15
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NO. 81	NO. 82	NO. 83	NO. 84	NO. 85
NO. 86	NO. 87	NO. 88	NO. 89	NO. 90
NO. 91	NO. 92	NO. 93	NO. 94	NO. 95
NO. 96	NO. 97	NO. 98	NO. 99	NO. 100

DATE	NO.	DESCRIPTION

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5
NO. 6	NO. 7	NO. 8	NO. 9	NO. 10
NO. 11	NO. 12	NO. 13	NO. 14	NO. 15
NO. 16	NO. 17	NO. 18	NO. 19	NO. 20
NO. 21	NO. 22	NO. 23	NO. 24	NO. 25
NO. 26	NO. 27	NO. 28	NO. 29	NO. 30
NO. 31	NO. 32	NO. 33	NO. 34	NO. 35
NO. 36	NO. 37	NO. 38	NO. 39	NO. 40
NO. 41	NO. 42	NO. 43	NO. 44	NO. 45
NO. 46	NO. 47	NO. 48	NO. 49	NO. 50
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NO. 61	NO. 62	NO. 63	NO. 64	NO. 65
NO. 66	NO. 67	NO. 68	NO. 69	NO. 70
NO. 71	NO. 72	NO. 73	NO. 74	NO. 75
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NO. 81	NO. 82	NO. 83	NO. 84	NO. 85
NO. 86	NO. 87	NO. 88	NO. 89	NO. 90
NO. 91	NO. 92	NO. 93	NO. 94	NO. 95
NO. 96	NO. 97	NO. 98	NO. 99	NO. 100

IntelliSystems
 155 N. Howe Road, Suite 200
 Norfolk, VA 23502-4209
 Phone 757-643-8111
 Fax 757-643-8110
 www.intellisystems.com

FORMER OF THE NAME
 NAVAL ACTIVITY PUEERTO RICO
 UNITED STATES GOVERNMENT PROPERTY
 FORMER NAVAL STATION ROOSEVELT ROADS
SWMU 3 & 29

ATLANTIC DIVISION
 CIVIL ENGINEERING SECTION
 DATE: 08-28-2018
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO.: 180607-00-0-2018

1 2 3 4 5

MATCHLINE 'B' - SEE SHEET 8 OF 9

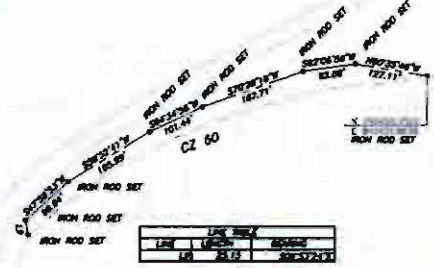
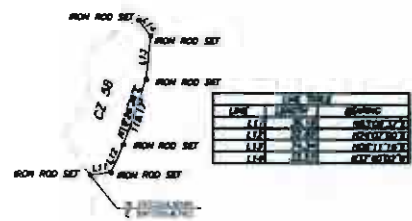


SWMU 3
 AREA TO THE APPROXIMATE EDGE OF WATER
 4.21' ± ± 0.50 FT. OR 110.775' ± ± 0.15 FT.
 146.00' ± ± 0.50 FT. OR 113.50' ± ± 0.15 FT.

ENSENADA HONDA

HONES/DRIPS EASMENT 10'

LINE	LENGTH	BEARING
L1	14.74	S 89° 58' 12" W
L2	14.74	S 89° 58' 12" W
L3	14.74	S 89° 58' 12" W
L4	14.74	S 89° 58' 12" W



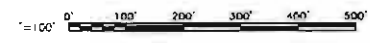
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L2	14.74	S 89° 58' 12" W
L3	14.74	S 89° 58' 12" W
L4	14.74	S 89° 58' 12" W

ENSENADA HONDA

PUERTO BAY

SALE PARCEL III B

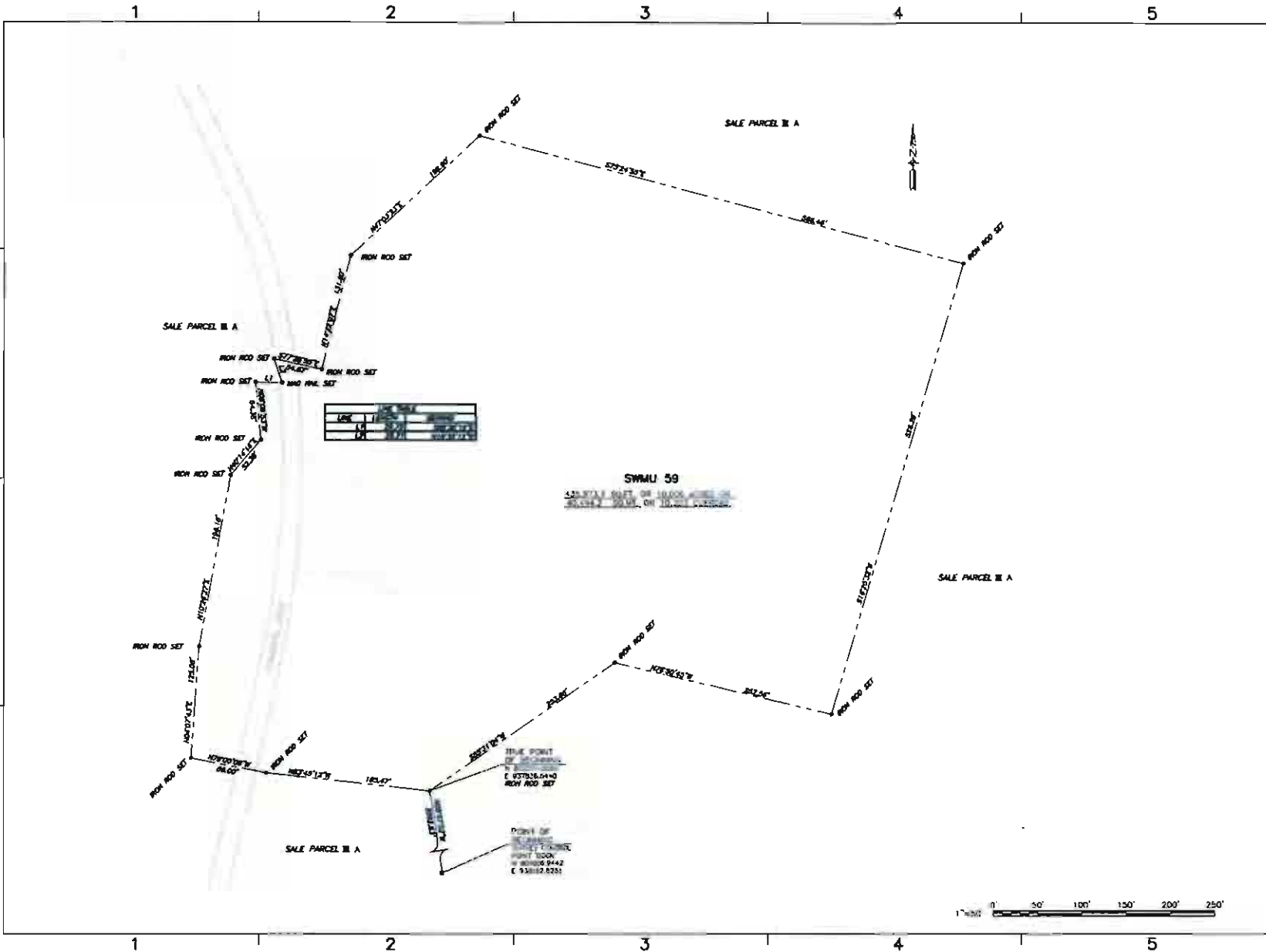
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Agency: ATLANTIC DIVISION	
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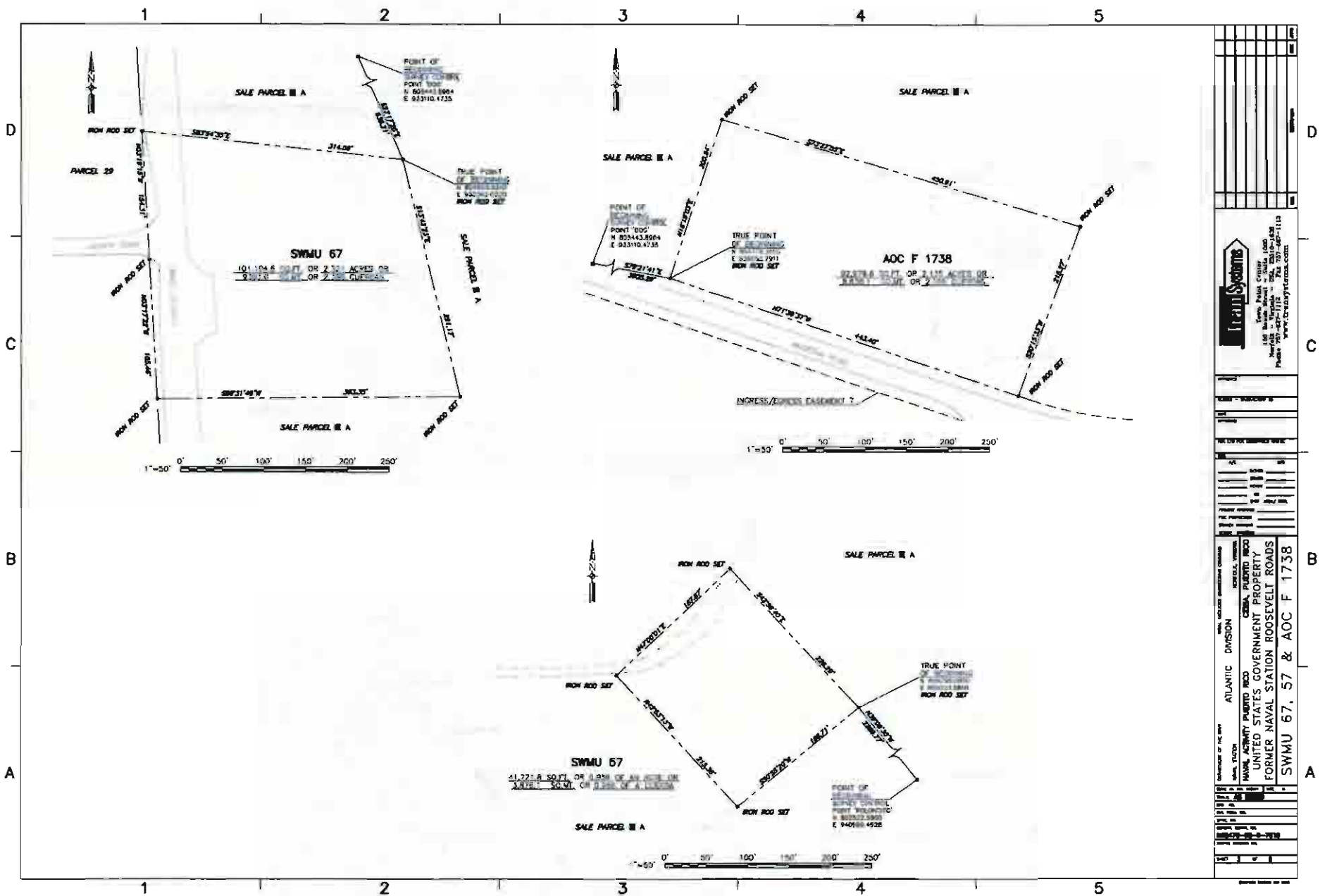
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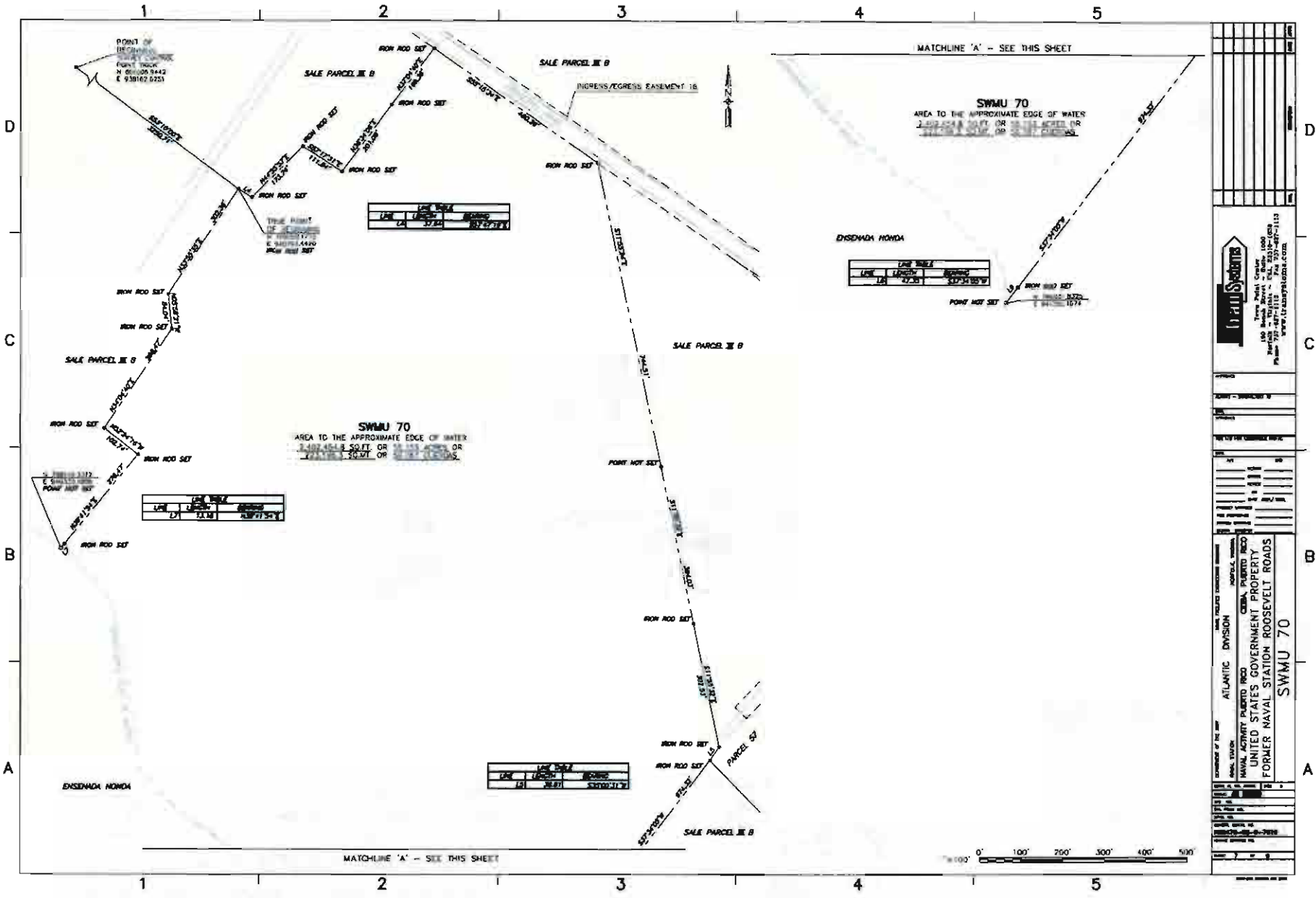


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BY	
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DIVISION OF PLANNING AND COMMUNITY DEVELOPMENT ATLANTIC DIVISION NAVAL STATION ROOSEVELT ROADS CENAL AVE. SUTHERLY UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS SWMU 59	
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TOTAL SHEETS	
DRAWN BY	
PROJECT NO.	

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145 N. Palm Court, 1st Norfolk, Virginia - 23502-1048 Phone: 757-491-1111 Fax: 757-491-1110 www.transystech.com	
PROJECT: SWMU 67, 57 & AOC F 1738	
DATE: 11/11/09	
DRAWN BY: J. B. BROWN	
CHECKED BY: J. B. BROWN	
APPROVED BY: J. B. BROWN	
DIVISION: ATLANTIC DIVISION	
PROJECT: SWMU 67, 57 & AOC F 1738	
PROPERTY: UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS	
SWMU 67, 57 & AOC F 1738	



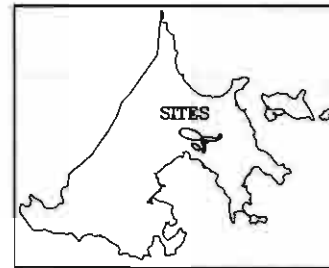
LANSING, MI 48106 Phone: 313.487.1111 Fax: 313.487.1112 www.landscape.com	
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SURVEY NOTES

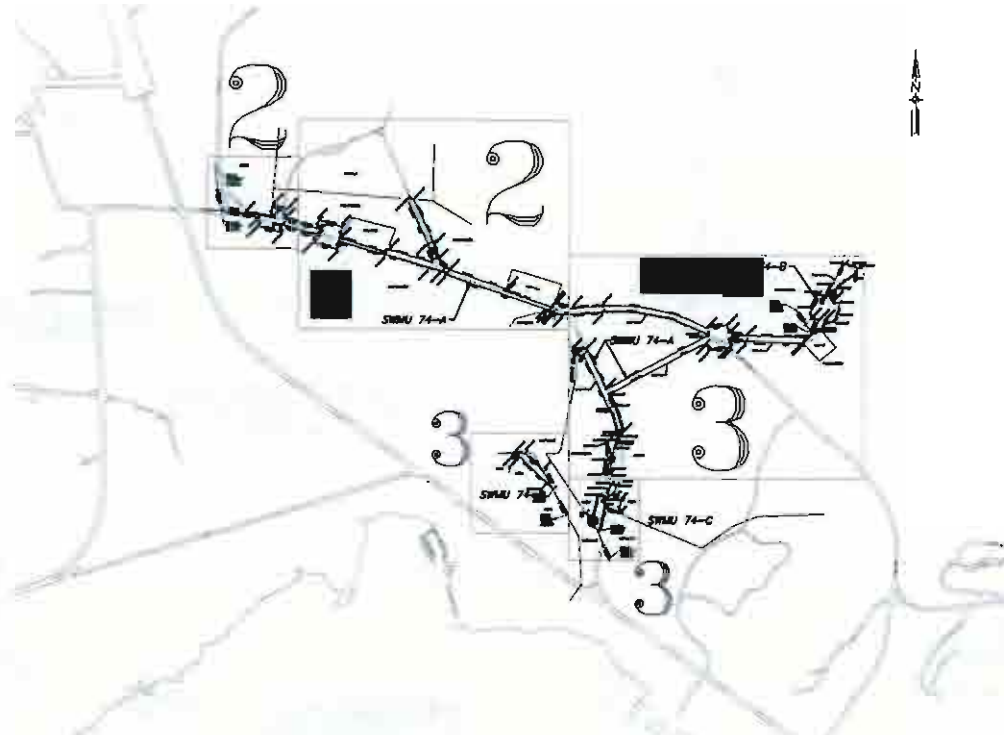
- BOUNDARY SURVEY PREPARED BY TRANSYSTEMS CORPORATION FROM FIELD DATA COLLECTED IN NOVEMBER 2004. FIELD PROCEDURES, CALCULATIONS AND FINAL PLAT HAVE BEEN REVIEWED FOR CONTENT BY LUIS BERRIOS MONTES & ASSOCIATES OF YEGA SAA, PUERTO RICO.
- HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO THE PUERTO RICO/MICHOIGAN STATE PLANE COORDINATE SYSTEM, MAD 83 (1987 ADJUSTMENT). HORIZONTAL COORDINATES WERE DERIVED USING DUAL FREQUENCY GPS RECEIVERS AND ARE REFERENCED TO NATIONAL GEODETIC SURVEY MONUMENTS ANGEL (PID 409997), FAJARDO (PID 498834), HURACAO 2 (PID 498846) AND MT BRITTON (PID 498833).
- 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 HOME BOUNDARY REESTABLISHMENT SURVEY" PREPARED BY TRANSYSTEMS CORPORATION AND LUIS BERRIOS MONTES, MAP # 4520226, DATED FEBRUARY 19, 2005.
- PLANIMETRIC DATA AND SHORELINE PROVIDED BY HOSKINS LANE ASSOCIATES PORTSMOUTH, NH. AERIAL SURVEY PERFORMED BY AERO-DYNAMICS CORPORATION CHARLOTTE, N.C. SURVEY FLYING FEBRUARY 1986.
- NOTE: THIS PLAT SHOWS EASEMENTS OF RECORD FOUND IN THE NAVY REAL ESTATE OFFICE. THIS PLAT MAY NOT SHOW ALL GRANTS OR EASEMENTS THAT COULD AFFECT SUBJECT PROPERTY.



LOCATION MAP
NOT TO SCALE



NAVAL ACTIVITY PUERTO RICO
NOT TO SCALE



LEGEND
 CONCRETE MONUMENT FOUND ■
 IRON ROD SET ●
 IRONNY NAIL SET ○
 UNKNOWN LIMIT LINE ———

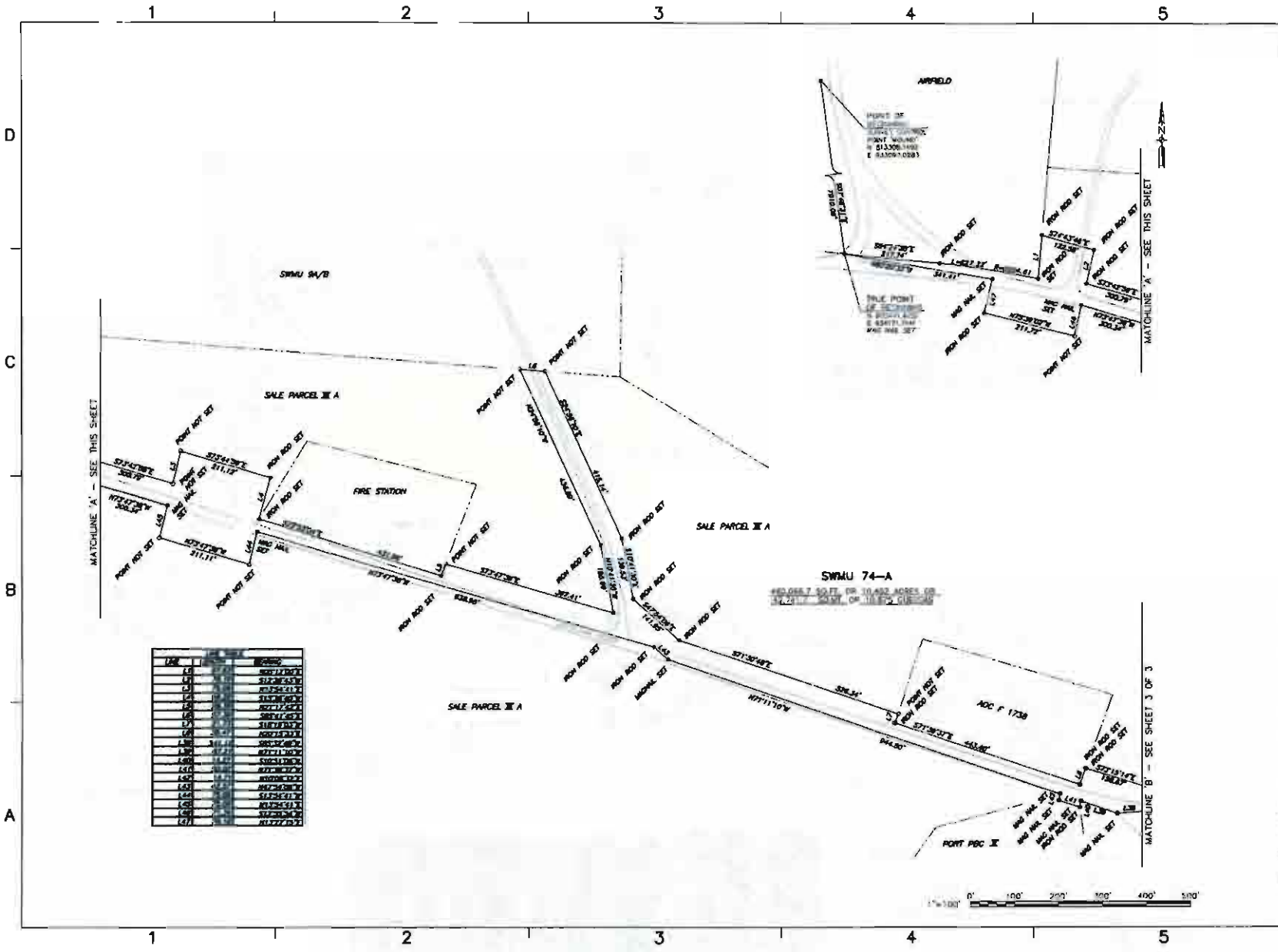
CERTIFICATION

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 WERE MADE BY ME.

Date: _____
LUIS BERRIOS MONTES
 Surveyor License No. 9988

LUIS BERRIOS MONTES
 Surveyor License No. 9988

Trans. Systems, Inc. 1000 S. Highway 100, Suite 100 San Juan, Puerto Rico 00906 Phone: 787-767-1111 www.transystems.com	
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Date: _____ Title: _____ Scale: _____ Project: _____ Drawing No.: _____ Revision: _____	



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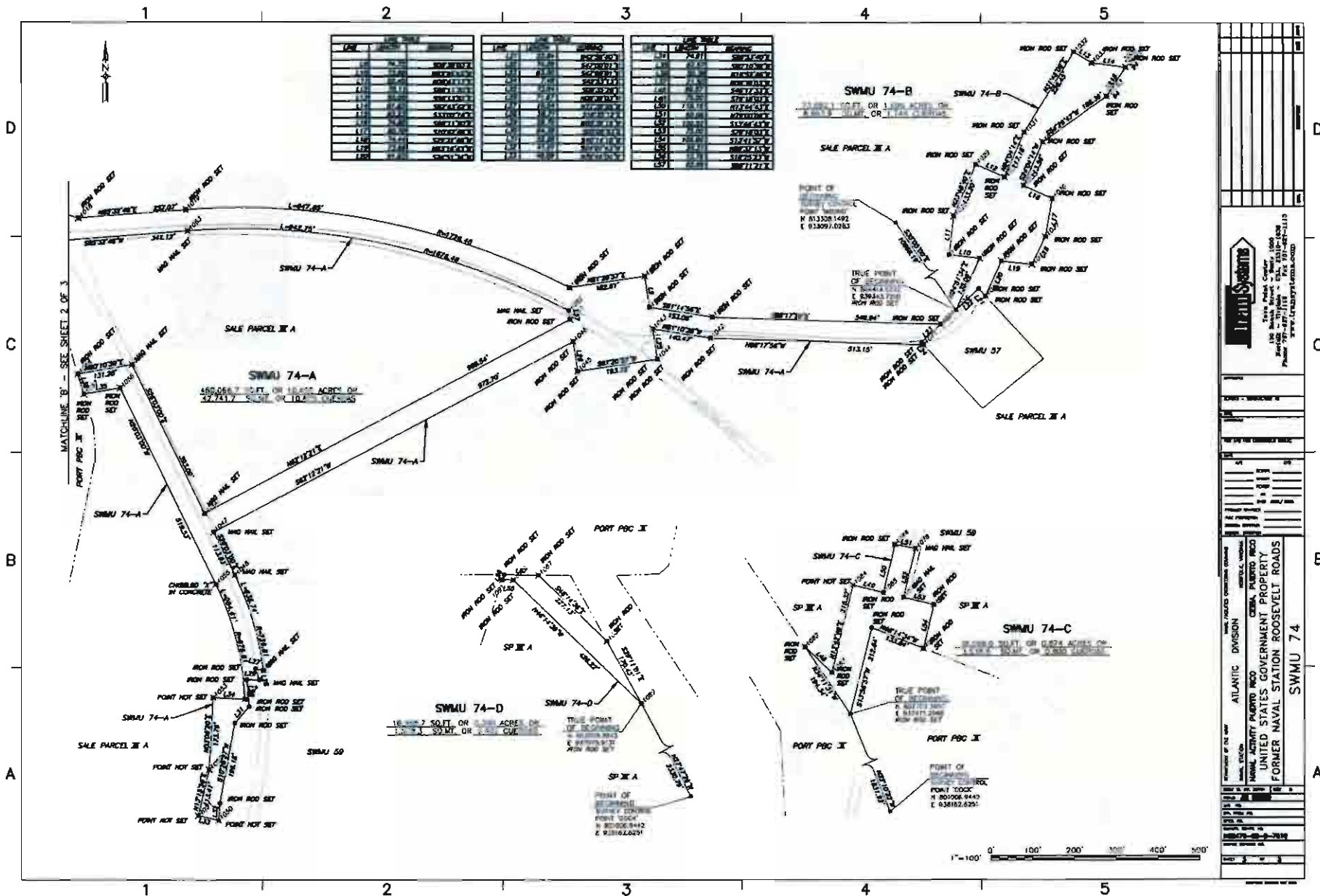
100 South Street - Suite 1000
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PROJECT NO. 1000000000
 SHEET NO. 74-A
 DATE 10/10/00

SWMU 74-A
 FORMER NAVAL STATION ROOSEVELT ROADS

ATLANTIC DIVISION
 NAVAL ACTIVITY PERMITS INCD
 FEDERAL REGISTER
 UNITED STATES GOVERNMENT PROPERTY
 FORMER NAVAL STATION ROOSEVELT ROADS

SCALE: 1" = 100'
 DATE: 10/10/00



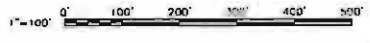
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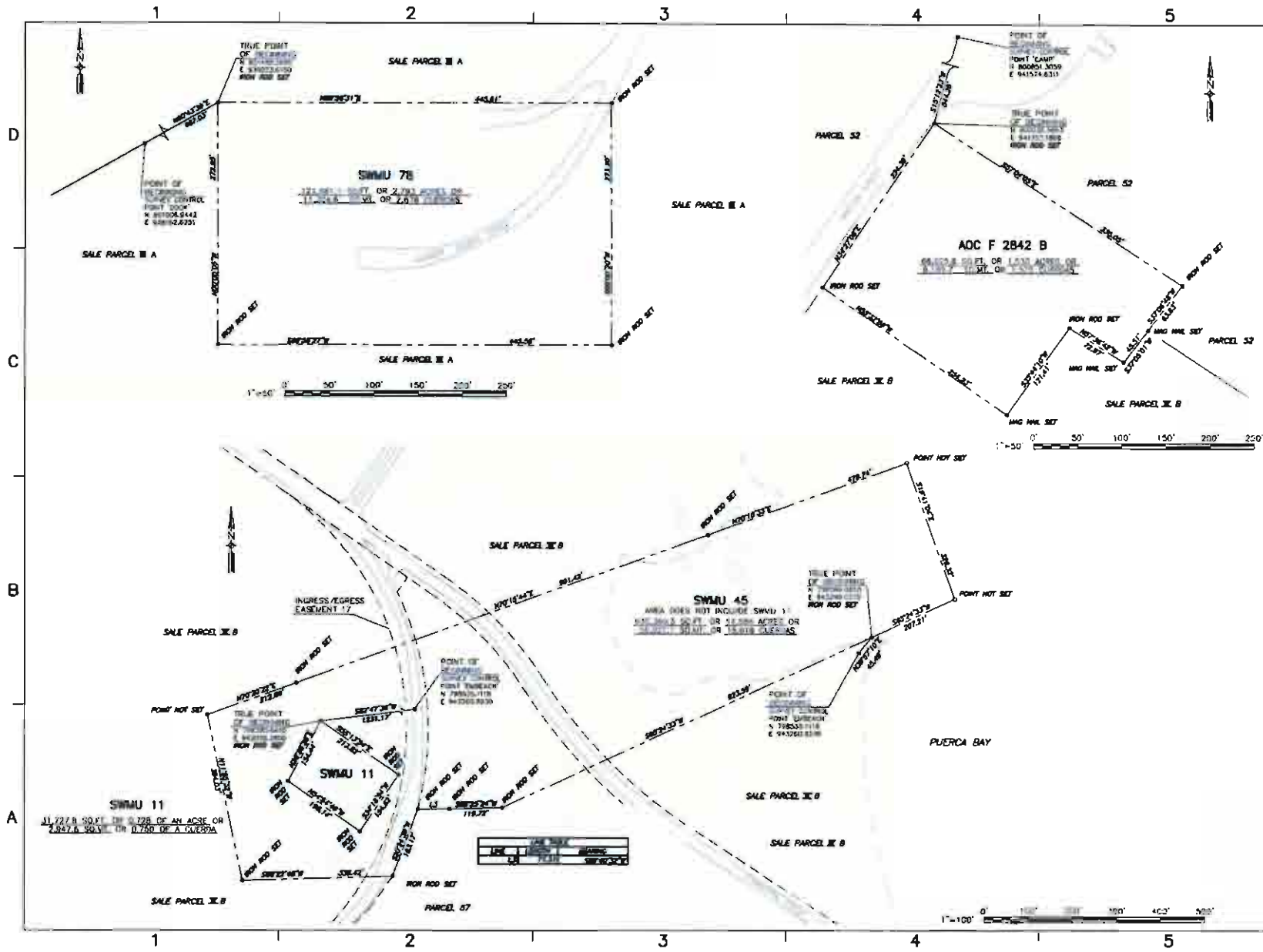
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20	S 89° 52' 30" W	100.00	CONCRETE CURB

LINE	BEARING	DISTANCE	REMARKS
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19	S 89° 52' 30" W	100.00	CONCRETE CURB
20	S 89° 52' 30" W	100.00	CONCRETE CURB

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ATLANTIC DIVISION
 NAVAL ACTIVITY PLANNING AND CONSTRUCTION
 UNITED STATES GOVERNMENT PROPERTY
 FORMER NAVAL STATION ROOSEVELT ROADS
 SWMU 74





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ATLANTIC DIVISION NAVAL ACTIVITY, PUEBLO RICO UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS SWMU 78, 11, 45 & AOC F 2842 B	
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 UTM
 Zone 18Q
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 Spheroid: GRS 80
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 Scale Factor: 1.000000
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 False Northing: 0.000000
 Contour Interval: 100
 Contour Interval Unit: Feet

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
1885	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	84	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	BUS 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	1989
3091	CB	EMBARK WAREHOUSE	4000	SF	1989
3092	CB	EMBARK WAREHOUSE	4000	SF	1969
3093	CB	CBLANT WAREHOUSE	6000	SF	1969
3094	CB	CBLANT WAREHOUSE	6000	SF	1989
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
3176	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. 2008) 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	38	Sanitary and Storm Water Sewer Systems Below ground sanitary and storm sewer systems.	3	CAC w/out Controls	No Further Action determination from 1994 Part B Permit carried over to Consent Order. No knowledge or evidence of systematic and routine releases of hazardous wastes. An RFI was not required. The "CAC w/out Controls" shown for SWMU 38 is contingent, under the 2007 RCRA Consent Order between the Navy and EPA, on the Navy fully addressing any releases that may have impacted the sanitary and/or storm sewer water sewer systems (i.e., SWMU 38) as a release(s) from either SWMUs 4, 12, 13 and 14, and/or from any other SWMU at the NAPR facility, where releases have impacted the sanitary and/or storm water sewer systems.	NA	None	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
 Page 3 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
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 2005 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 2005 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
 Page 4 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	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

^a 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	ZONOSIS 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

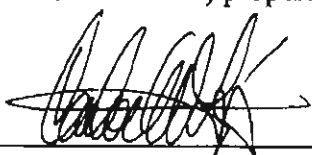


R. DAVID CRISWELL, P. E.
BRAC Environmental Coordinator

8/27/06
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 - Fonastal, 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	1313944	---	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-dichloroethylidene)bis(4-chloro-	---	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 Acetarsenite	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	---
		Pentachlorophenol	87865	Phenol, pentachloro-	U242	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-hexahydro-	---	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	7783188	---	---	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
 Sale Parcel III FOST
 CERCLA Hazardous Substance Notice/Response Action Summary
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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
		Perchloromethylene	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 Sprits)	--	--	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
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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 & 18	---	---	---	Unknown	1990s	Unknown	Unknown	---
SWMU 53	Malaria 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-trichloroethylidene)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, EPA

Cruz A. Matos Environmental Agencies Bldg., San José Industrial Park Urbanization
1375 Ponce de León Ave., San Juan, PR 00926-2604
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.I) 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

FINDING OF SUITABILITY TO TRANSFER

PORT PARCEL

**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 2008

**FINDING OF SUITABILITY TO TRANSFER
PORT PARCEL
NAVAL ACTIVITY PUERTO RICO**

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FINDING OF SUITABILITY TO TRANSFER PORT PARCEL 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 the Port and Fuel Farm Parcels (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 three of the documents listed in Exhibit A (References) – the CERFA Identification of Uncontaminated Property, Former Naval Station Roosevelt Roads, Puerto Rico (the CERFA Report; Navy, 2006b), Phase I/II Environmental Condition of Property Report, Former Naval Station Roosevelt Roads, Ceiba, Puerto Rico (the ECP Report; Navy, 2005) and the Covenant Deferral Request, Former Naval Station Roosevelt Roads, Ceiba, Puerto Rico (the CDR; Navy, 2007). 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. As shown on the Vicinity Map in Exhibit B, the Subject Property is comprised of approximately 131 acres located in the developed waterfront area along the eastern shoreline of Ensenada Honda. It includes a fueling pier, cargo pier and berthing pier, port operations buildings, various hauling and storage facilities, extensive bulkheading, and an associated fuel tank farm located north and northwest of the port facilities. The Port Parcel is comprised of Sub-Parcels 44 (Fuel Farm) and 49 (Port), as shown on the maps (Exhibit C) from the Draft Report, Parcel Map for the Disposal of Naval Activity Puerto Rico (GMI, 2005), and the boundary survey maps included as Exhibit D.

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.

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3.0 PAST USE AND PROPOSED REUSE

The Subject Property has been used for port and fuel farm activities 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 proposed reuse is waterfront commercial, ferry and light cargo terminal, and continued operation of the fuel tank farm. The Subject Property is expected to be transferred via a Public Benefit Conveyance to the Ports Authority of Puerto Rico (CBRE et al, 2004).

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 11 Resource Conservation and Recovery Act (RCRA) Solid Waste Management Units (SWMUs) on the Subject Property. Five of these SWMUs have been designated Corrective Action Complete without Controls and require no further action, one is designated Corrective Action Complete with Controls, and five have work remaining to be completed under the Administrative Order on Consent (Consent Order; EPA, January 2007) that sets out the Navy's corrective action obligations under RCRA. Following transfer of the two parcels comprising the Subject Property to the Ports Authority, the Navy will continue to implement any remaining

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corrective and/or remedial action required for SWMUs located within the parcels, pursuant to the Consent Order.

A RCRA Facility Investigation (RFI) was not required at three of the 11 (SWMUs 21, 22, and 36) that received No Further Action (NFA) determinations under the 1994 RCRA Part B permit, and the RFI for SWMU 24 found no evidence of a release. Under the Consent Order, the NFA 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. A map showing the location of the existing sewer system at NAPR is provided in Exhibit C. A land use control plan for SWMU 23 was submitted to EPA in January 2008 changing its status to Corrective Action Complete with Controls. The five SWMUs with work remaining to be completed are SWMUs 7/8, 55, 74 (aka ECP 20) and 75 (aka ECP 21).

Detailed descriptions of all 11 SWMUs are provided in the ECP Report, while summary descriptions and their current status are provided in Table 2 (Exhibit E). The approximate locations of the 11 SWMUs are shown on the maps in Exhibits B and C. In Exhibit C, SWMU 74 (aka ECP 20) is mislabeled as SWMU 20 on Parcel Map 44, SWMU 75 (aka ECP 21) is mislabeled as SWMU 21 on the eastern end of the Parcel 49 map, and SWMUs 38 and 74 are shown on separate maps.

B. Petroleum Contamination

According to the ECP Report, there were 11 operational underground storage tanks (USTs) on the Subject Property at the time of the ECP Inspection in March 2005, including seven that are part of SWMUs 7/8 (Tow Way Fuel Farm). All 11 USTs were empty at the time of the ECP inspection. The ECP Report also listed seven known former UST systems on the Subject Property that were removed between 1993 and 2003, including two that are also part of SWMUs 7/8. Table 3 in Exhibit E lists the known past and present USTs on the Subject Property along with their location, capacity, material stored and the year removed (or year installed if still present). The ECP Report also documented 17 operational aboveground storage tanks (ASTs) and 10 oil/water separators (OWSs) on the Subject Property. These ASTs and OWSs are also listed in Table 3.

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The Navy is conducting a monitored natural attenuation (MNA) study of eight petroleum sites (7 USTs and one AST) that comprise Area of Concern (AOC) F. AST 1995, a 4,200,000-gallon diesel fuel marine tank located in Parcel 44, is the one MNA site at NAPR that is part of the Subject Property. When NSRR was an active installation, the study was conducted in accordance with monitoring protocols developed by the Underground Storage Tank Management Division of the Puerto Rico Environmental Quality Board (EQB). In accordance with requirements of the Consent Order, a Draft Final MNA Work Plan was submitted to EPA in October 2008 to address Total Petroleum Hydrocarbons contamination in groundwater associated with AST 1995. As approved by EPA, Navy is collecting additional field data to finalize the work plan.

According to the ECP Report, any contaminated soils identified during past replacement of tanks were excavated and disposed of off NSRR property, and the replaced tanks were closed in accordance with 40 CFR 280. There are no other known spills or releases associated with USTs, ASTs and OWSs on the Subject Property, other than those designated as SWMUs or AOCs.

In October 2006, an oil sheen was noticed near Pier #3. The sheen area was about 15 feet by 50 feet. The source of the leak was found to be a fuel pump-out line under the pier that had not been used for several years. The point of the leak (drip) was coming from an area covered with rust. A sausage boom was placed around the leak area and the pipe was wrapped with oil absorbent blankets. All fuel tanks and lines at NAPR had been emptied and filled with nitrogen as part of the caretaker process to have the facilities ready for reuse after property transfer. This particular line had three valves and apparently at least one was closed preventing the remaining fuel from being removed and nitrogen from filling the line. The line was found to be completely full. About 660 gallons were pumped out and the line was then permanently capped.

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.

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- **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 Subject Property, with the exception of SWMUs 23 and 24 (Category 2) and SWMUs 7/8, 38, 55, 74 and 75 (Category 3), was classified as Category 1 uncontaminated property (including SWMUs 21, 22, and 36) in the CERFA Report. Following its review, the Puerto Rico Environmental Quality Board (EQB) provided a concurrence statement in the Final CERFA Report on 11 August 2006 (Exhibit F).

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. The Category 3 areas may also be transferred even though all required remedial actions have not yet been taken to address residual contamination because on July 30, 2008, Governor Acevedo Vilá approved the Navy's request, as contained in the aforementioned CDR, for the "early" transfer of these sites in accordance with the requirements of Section 120(h)(3)(C) of CERCLA.

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D. Other Environmental Aspects

1. Munitions and Explosives of Concern

According to the ECP Report, there are no heavy (crew-served) weapon ranges, unexploded ordnance/impact areas, explosive ordnance disposal areas or open burning/open detonation activities on the Subject Property.

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 5 of the 22 facilities inspected on the Subject Property, as summarized in Table 4 of Exhibit E. No friable, accessible and damaged (FAD) ACM was identified on the Subject Property. 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.

It is likely that undiscovered ACM associated with underground utilities and miscellaneous building materials exists at NAPR. While this potential ACM does not currently 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 will be required to use best management practices during any future renovation/demolition activities or underground utility work, and to comply with all applicable laws relating to ACM management in order to ensure future protection of human health and the environment.

3. Lead-Based Paint

The NAPR facilities list (Exhibit E, Table 1) indicates 22 of the buildings, structures and facilities on the Subject Property were constructed prior to 1978, the year in which lead-based paint (LBP) was banned for consumer use. These facilities and any others built before 1978 are presumed to contain LBP. A 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. A Lead-Based Paint Hazards Advisory Statement (Exhibit G) will be provided to the transferee for execution at the time of transfer.

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4. Polychlorinated Biphenyls

Only one polychlorinated biphenyl (PCB) containing transformer remains at NAPR. The transformer, located in Building 386, is not on the Subject Property. All other PCB-contaminated transformers and equipment were removed from the former NSRR prior to 1998. Due to the age of the majority of facilities and the size of the station, it is possible that PCB-contaminated fluorescent light ballasts and other minor PCB sources may be present on NAPR. There are no other records of PCBs having been stored, released or disposed of on the Subject Property.

5. Radon

According to the U.S. Geological Survey Open-File Report 93-292-K, *Preliminary Geologic Radon Potential Assessment of Puerto Rico* (USGS, 1993), the Commonwealth of Puerto Rico exhibits generally low indoor radon levels, and a survey of radon concentrations of offices, housing units, schools and other buildings was conducted by the DoD between 1989 and 1992 on federal military reservations in Puerto Rico, including the former NSRR. Indoor radon levels ranged from 0.0 to 1.9 pCi/Liter (pCi/L), well below the current U.S. Environmental Protection Agency (EPA) residential indoor radon screening action level of 4 pCi/L. The majority of the reservations, including NAPR, are situated on coastal plains, so the low indoor radon levels were not unexpected.

6. Threatened and Endangered Species

As shown on the individual sub-parcel maps in Exhibit C, breeding habitat for the endangered yellow-shouldered blackbird has been identified on the Subject Property. The Commonwealth of Puerto Rico has committed to zoning 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 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*

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Roads/Naval Activity Puerto Rico Final Report (Navy, 2006a), the Navy has determined that the disposal of the former NSRR and transfer of the property to future owners is not likely to adversely affect federally-listed species and would not result in adverse modification of designated critical habitat within the project area. The U.S. Fish and Wildlife Service concurred with this determination in a letter dated April 7, 2006.

5.0 REQUIREMENTS APPLICABLE TO PROPERTY TRANSFER

A. NEPA Compliance

In accordance with National Environmental Policy Act (NEPA) requirements, an Environmental Assessment and Finding of No Significant Impact (FONSI) have been prepared and executed in connection with the planned disposal and reuse of NAPR. The FONSI was signed on April 10, 2007.

B. Hazardous Substance Notice

In accordance with Section 120(h)(3)(A)(i) of CERCLA, all deeds transferring federal property must provide notice as to those hazardous substances which it is known, based on a complete search of agency files, were stored for 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 H.

C. CERCLA Covenants

In accordance with CERCLA Section 120(h)(4)(D)(i), the deed transferring the Subject Property shall contain a covenant warranting that any response action or corrective action found to be necessary after the date of transfer shall be conducted by the United States. This covenant will not apply to any remedial action required on the property to the extent that an act or omission of the transferee results in a new release of hazardous substances or where the transferee has assumed responsibility for the remedial action pursuant to a written agreement with the Navy.

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The deed that conveys the Subject Property will not contain the covenant provided for under CERCLA Section 120(h)(3)(A)(ii)(I) (that all necessary remedial actions have been taken prior to transfer) because that particular covenant was deferred by way of Governor Vila's approval of the covenant deferral request for the early transfer of this site on July 30, 2008. In accordance with CERCLA Section 120(h)(3)(C)(iii), after the Navy completes all necessary remedial activities on the subject property, a separate warranty will be provided in recordable form to the LRA (or its successor(s) in interest) that all response actions necessary to protect human health and the environment have been taken on the Subject Property with respect to those hazardous substances which remained on the Subject Property at the date of early transfer. Alternatively, in accordance with CERCLA Section 120(h)(3)(B), the Navy may provide this warranty upon a determination by USEPA that the remedial actions at the Subject Property are "operating properly and successfully."

D. CERCLA Access Clause

In accordance with CERCLA Section 120(h)(4)(D)(ii), the deed transferring the Subject Property shall contain a clause granting to the United States, its officers, agents, employees, contractors, and subcontractors the right to enter upon the transferred property in any case that remedial or corrective action is found to be necessary after the date of transfer. The right to enter to be set forth shall include the right to conduct annual physical inspections, tests, investigations, long term monitoring, 5-year reviews, and surveys, including, where necessary, drilling, test pitting, boring, and other similar activities. Such right shall also include the right to construct, operate, maintain, or undertake any other response or remedial action as required or necessary, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. The United States retains the authority to enter to conduct investigations on adjacent parcels as well as the parcel subject to the transfer. These access rights are in addition to those granted to Federal, state, and local authorities under applicable environmental laws and regulations.

E. Land and Groundwater Restrictions

With the exception of AOC F and SWMUs 7/8, 23, 55, 74 and 75, the Navy will transfer the Subject Property without restrictions. To prevent unacceptable risks to human health and the environment, the Navy will ensure the following land use controls (LUCs) are developed on the aforementioned SWMUs:

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- A restriction on land use to non-residential uses only. (SWMUs 7/8, 23, 55, and 74, 75)
- A restriction on access and/or certain invasive activities in areas where surface soil, subsurface soil and or sediments are contaminated. (SWMUs 7/8, 74, 75)
- A restriction on use of groundwater and installation of new wells in or near areas of known groundwater contamination. (AOC F and SWMUs 7/8 and 55, 74, 75)
- A restriction on access to the interior of Building 803. (SWMU 75; the duration of this LUC will depend on the outcome of the RFI/CMS)

These 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.

F. Environmental Compliance Agreements / Permits / Orders

On January 29, 2007, the U.S. Department of the Navy and EPA voluntarily entered into a Consent Order that set out the Navy's corrective action obligations under RCRA and replaced the 1994 RCRA permit as the document memorializing these obligations concerning NAPR. Of the 11 RCRA SWMUs on the Subject Property, five (SWMUs 7/8, 55, 74 and 75) have investigation and/or cleanup work remaining to be completed under the terms of the Consent Order, as does AOC F. Detailed descriptions of all 11 SWMUs and AOC F are provided in the ECP Report, while summary descriptions and their current status are provided in Table 2 (Exhibit E).

The 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 operate intermittently, with no set operation schedule. Most emissions were generated by combustion sources, which are powered by diesel, JP-5, gasoline or propane gas. VOCs and hazardous air pollutants were also

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generated in painting activities, cleaning operations associated with aircraft and ship maintenance and repair and other day-to-day activities. Significant emission units on the Subject Property included fuel truck loading/unloading and a UST at Building 192A, and touch-up painting (ships/boats) at Building 2351. Because of station closure, air emission sources associated with the Subject Property have been discontinued with the exception of the operation of emergency generators. There is no documentation of any current, or previous Notices of Violation issued to the former NSRR as a result of a deviation from the Title V Permit.

G. Notification to Regulatory Agencies / Public

In accordance with DoD guidance, EPA Region 2 and Puerto Rico EQB have been advised of the proposed transfer of the Subject Property, and copies of the ECP Report, CERFA Report, CDR and Draft FOST were provided to those agencies for review and comment. Navy responses to EPA review comments on the draft version of this FOST are provided in Exhibit I. Puerto Rico EQB did not have comments following their review of the FOST. The ECP Report was made available for public review upon finalization, and the CDR was made available for public review and comment prior to 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.

1/05/09
Date

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

Exhibit A
References

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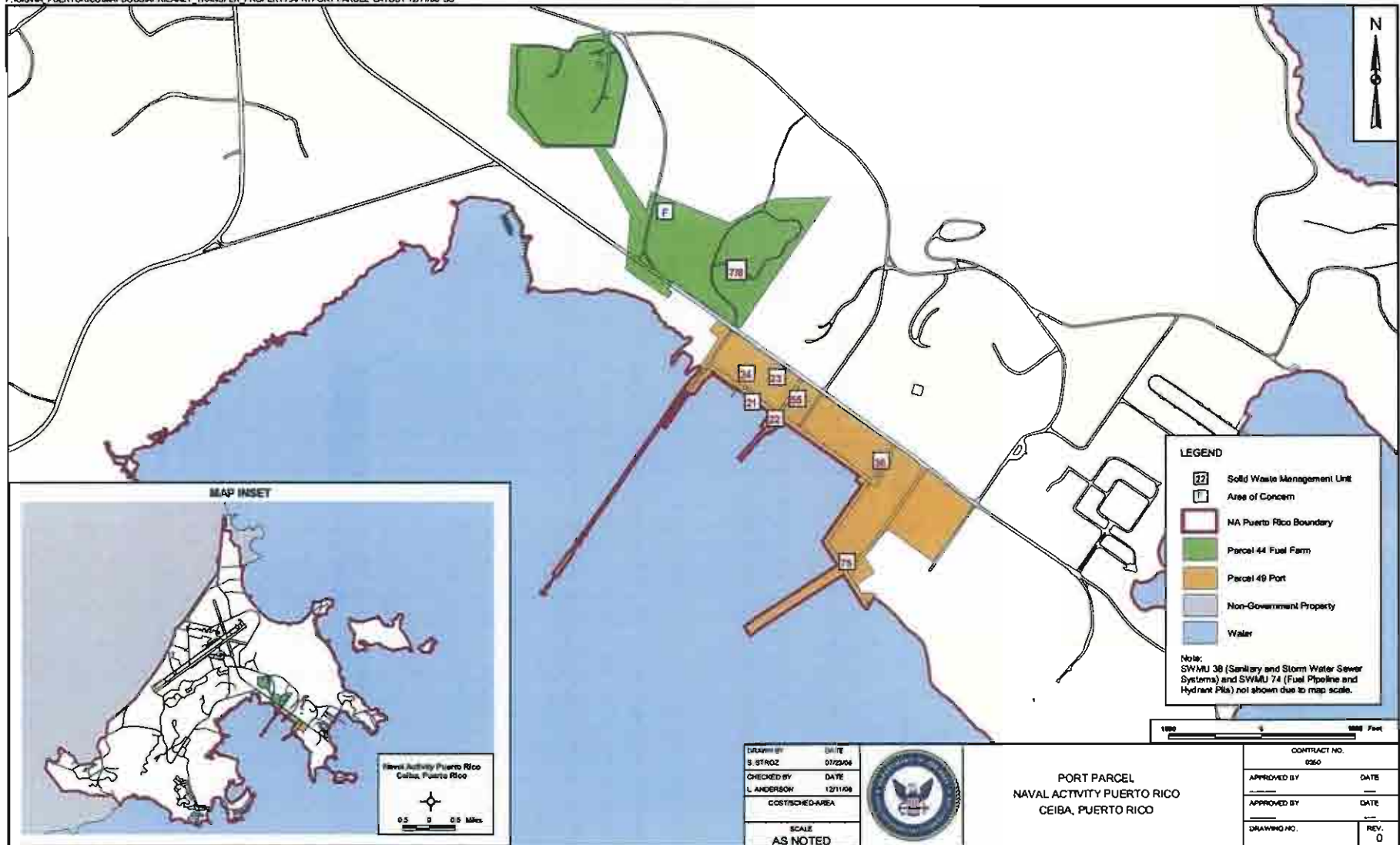
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Exhibit B

Vicinity Map

SWMUs 38 and 74 (aka ECP 20) are not shown on the vicinity map. Separate utility (SWMU 38) and fuel line (SWMU 74) maps are included in Exhibit C.



LEGEND

- 22 Solid Waste Management Unit
- 74 Area of Concern
- NA Puerto Rico Boundary
- Parcel 44 Fuel Farm
- Parcel 49 Port
- Non-Government Property
- Water

Note:
SWMU 38 (Sanitary and Storm Water Sewer Systems) and SWMU 74 (Fuel Pipeline and Hydrant Pits) not shown due to map scale.



DRAWN BY	DATE
S STROZ	07/23/04
CHECKED BY	DATE
L ANDERSON	12/11/08
COST/SCHEDULE/AREA	
SCALE AS NOTED	



**PORT PARCEL
NAVAL ACTIVITY PUERTO RICO
CEIBA, PUERTO RICO**

CONTRACT NO. 0560	
APPROVED BY	DATE
APPROVED BY	DATE
DRAWING NO.	REV. 0

Exhibit C

Parcel, Utility, and Fuel Line Maps

NOTE: The parcel maps in this exhibit are from the *Draft Report, Parcel Map for the Disposal of Naval Activity Puerto Rico* (GMI, 2005).

The areas shown on these maps as having "Cleanup Remaining" correlate to Area of Concern (AOC) F and Solid Waste Management Units (SWMUs) 7/8, 21, 22, 23, 24, 36, 55, and 75 (shown as ECP 21). SWMUs 38 and 74 (aka ECP 20) are not shown on the parcel maps. Separate utility (SWMU 38) and fuel line (SWMU 74) maps have been included.

THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 44

Common Name—Port
Conveyance—PBC
Neighboring Parcel(s)—28, 40-43, 45, 46, 48

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).
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.

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.

NAVSTA PANGLOSS POINT
UTILITY INFRASTRUCTURE

LEGEND

WATER

SEWER

CABLE

ROAD

RAILROAD

WATER

SEWER

CABLE

ROAD

RAILROAD

NAVSTA PANGLOSS POINT

UTILITY INFRASTRUCTURE

PUBLIC WORKS DEPARTMENT		U.S. NAVAL STATION PANGLOSS POINT, PANGLOSS, FLORIDA, 32044
	PLANNING MANAGER	PLANNING MANAGER
	PLANNING ENGINEER	PLANNING ENGINEER
DATE: _____		SCALE: _____
BY: _____		CHECKED BY: _____
APPROVED BY: _____		DATE: _____

Parcel Index 44

Common Name: Port
Conveyance: PBC
Neighboring Parcel(s): 28, 40-43,
45, 46, 48

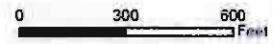
Legend

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

August 18, 2005



1 inch equals 400 Feet



Parcel Index 44

Common Name: Port
Conveyance: PBC
Neighboring Parcel(s): 28, 40-43,
45, 46, 48

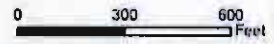
Legend

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



August 19, 2005

1 inch equals 455 Feet



THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 49

Common Name—Port
Conveyance—PBC
Neighboring Parcel(s)—47, 48, 51, 53, 54, 56

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.
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 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.

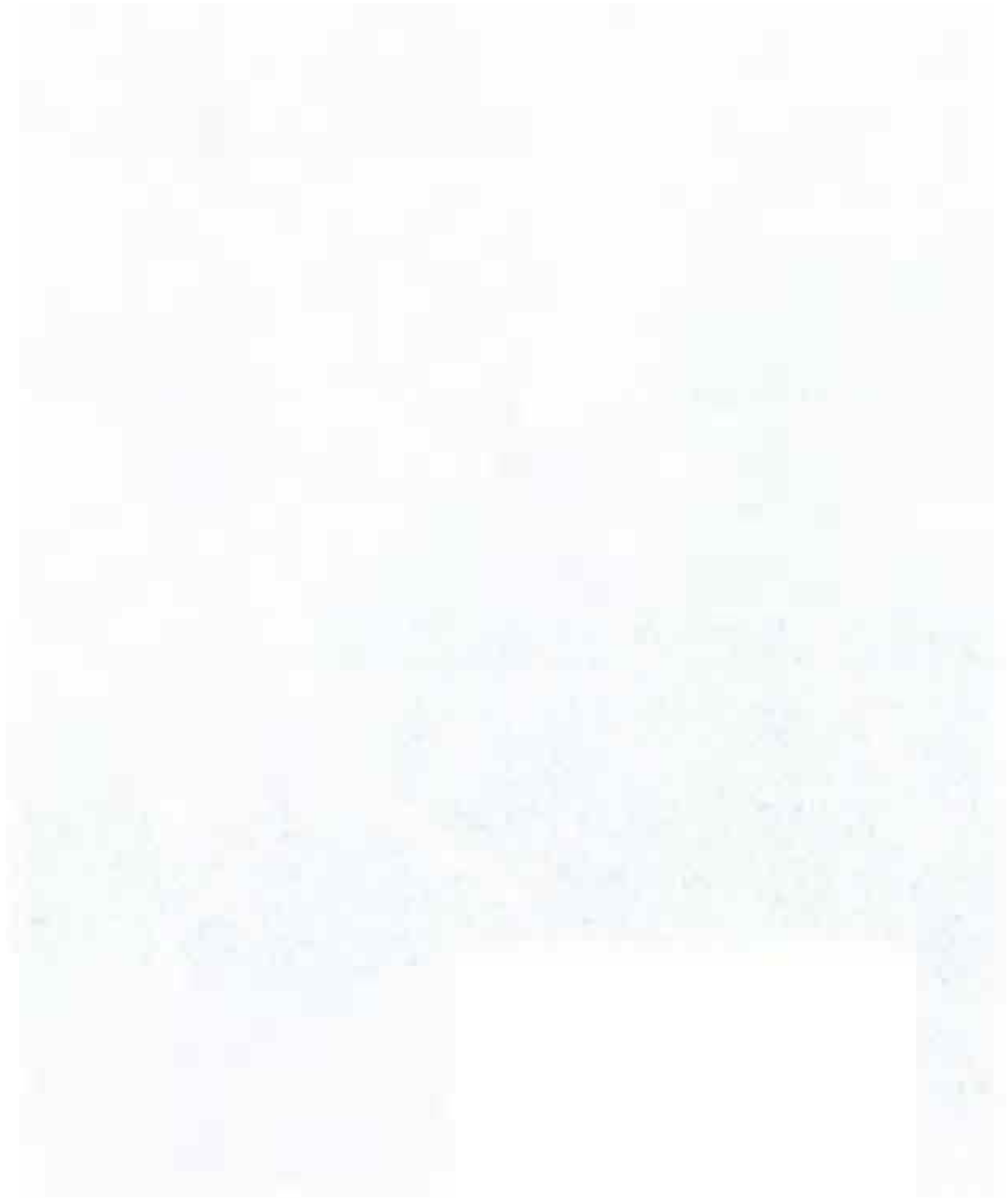
*Parcel Map for the Disposal
of Naval Activity Puerto Rico*

Activity	Conservation Measures
Beach Development/Use	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.

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Parcel Index 49

Common Name: Port
Conveyance: PBC
Neighboring Parcel(s): 47, 48, 51
53, 54, 56

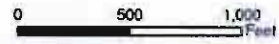
Legend

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

August 18, 2005



1 inch equals 723 Feet



Parcel Index 49

Common Name: Port
Conveyance: PBC
Neighboring Parcel(s): 47, 48, 51
53, 54, 56

Legend

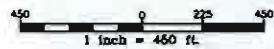
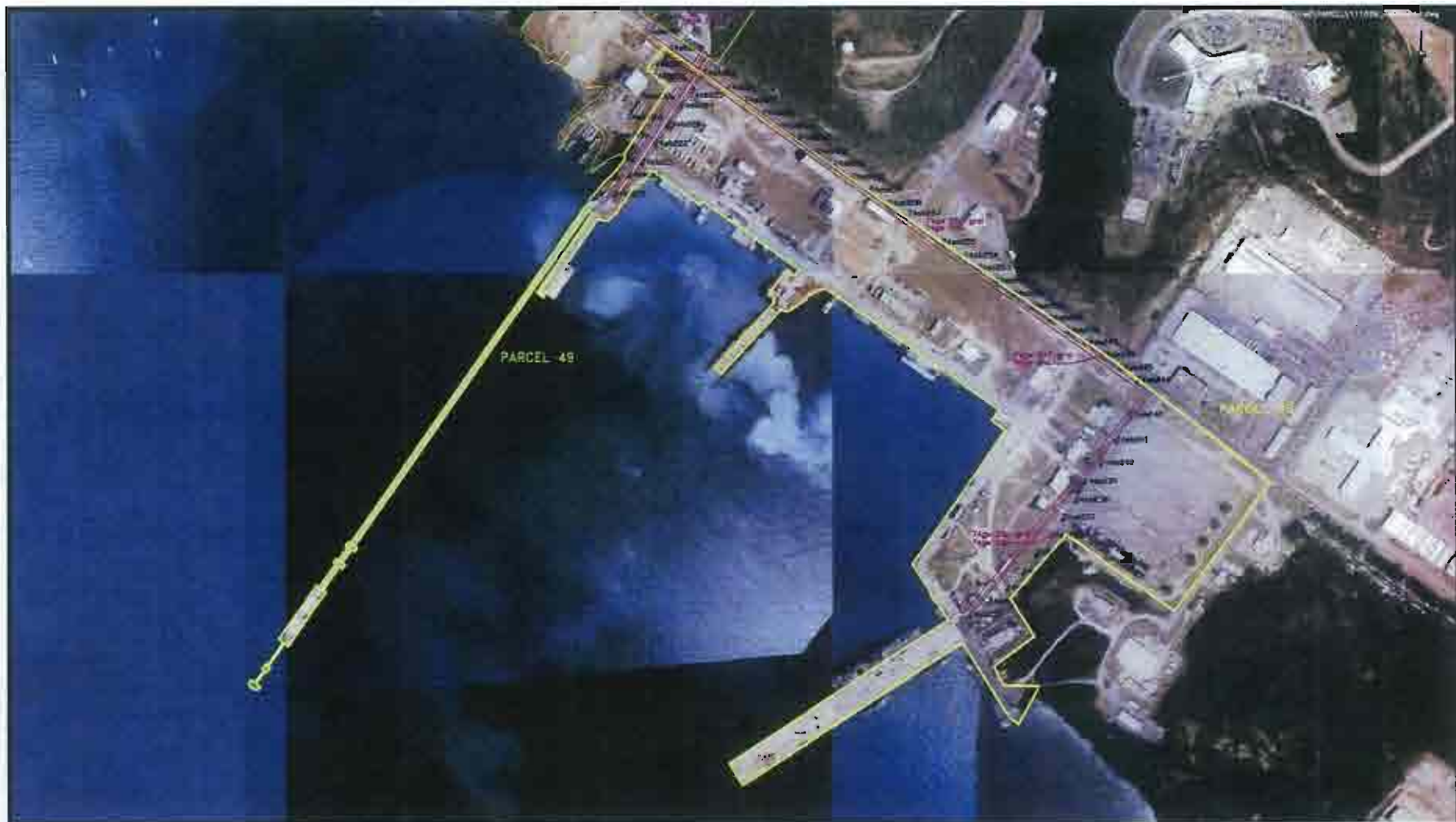
- Parcel
- Neighboring Parcel Boundaries
- Cleanup Status
 - Complete with Land Use Controls
 - Complete
 - Cleanup Remaining

August 18, 2005



1 inch equals 723 Feet





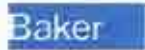
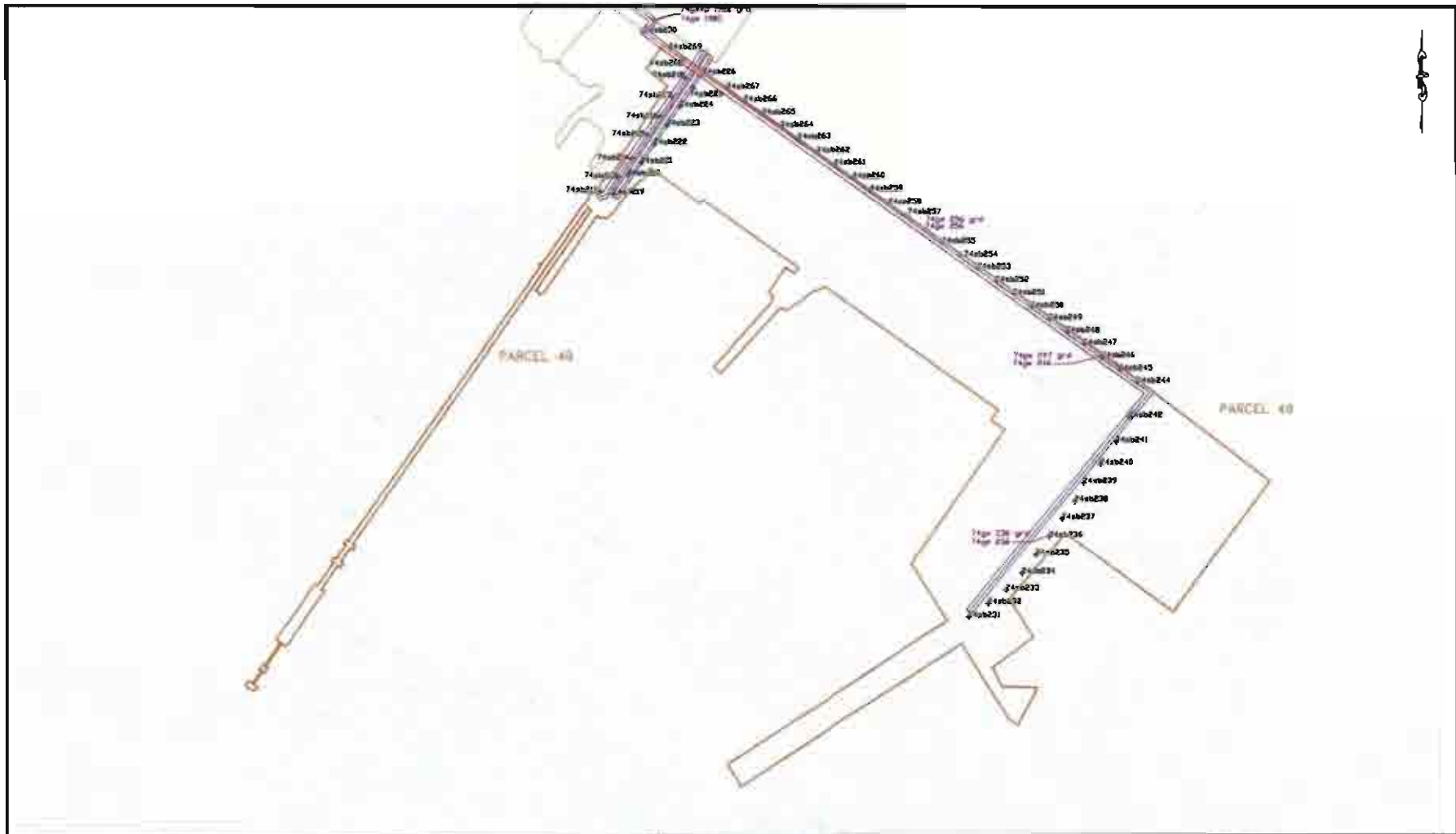
Baker

- LEGEND**
- PARCEL BOUNDARY
 - SWMU BOUNDARY
 - FUEL LINE
 - + - SAMPLES COLLECTED

FIGURE -
PARCEL 49

SWMU 74-FUEL PIPELINES AND
HYDRANT PITS

NAVAL ACTIVITY PUERTO RICO



- LEGEND**
- PARCEL BOUNDARY
 - SWMU BOUNDARY
 - FUEL LINE
 - + - SAMPLES COLLECTED

FIGURE -
PARCEL 49
 SWMU 74-FUEL PIPELINES AND
 HYDRANT PITS
 NAVAL ACTIVITY PUERTO RICO



LEGEND

- PARCEL BOUNDARY
- SWMU BOUNDARY
- FUEL LINE
- + SAMPLES COLLECTED

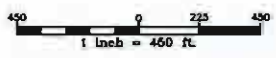
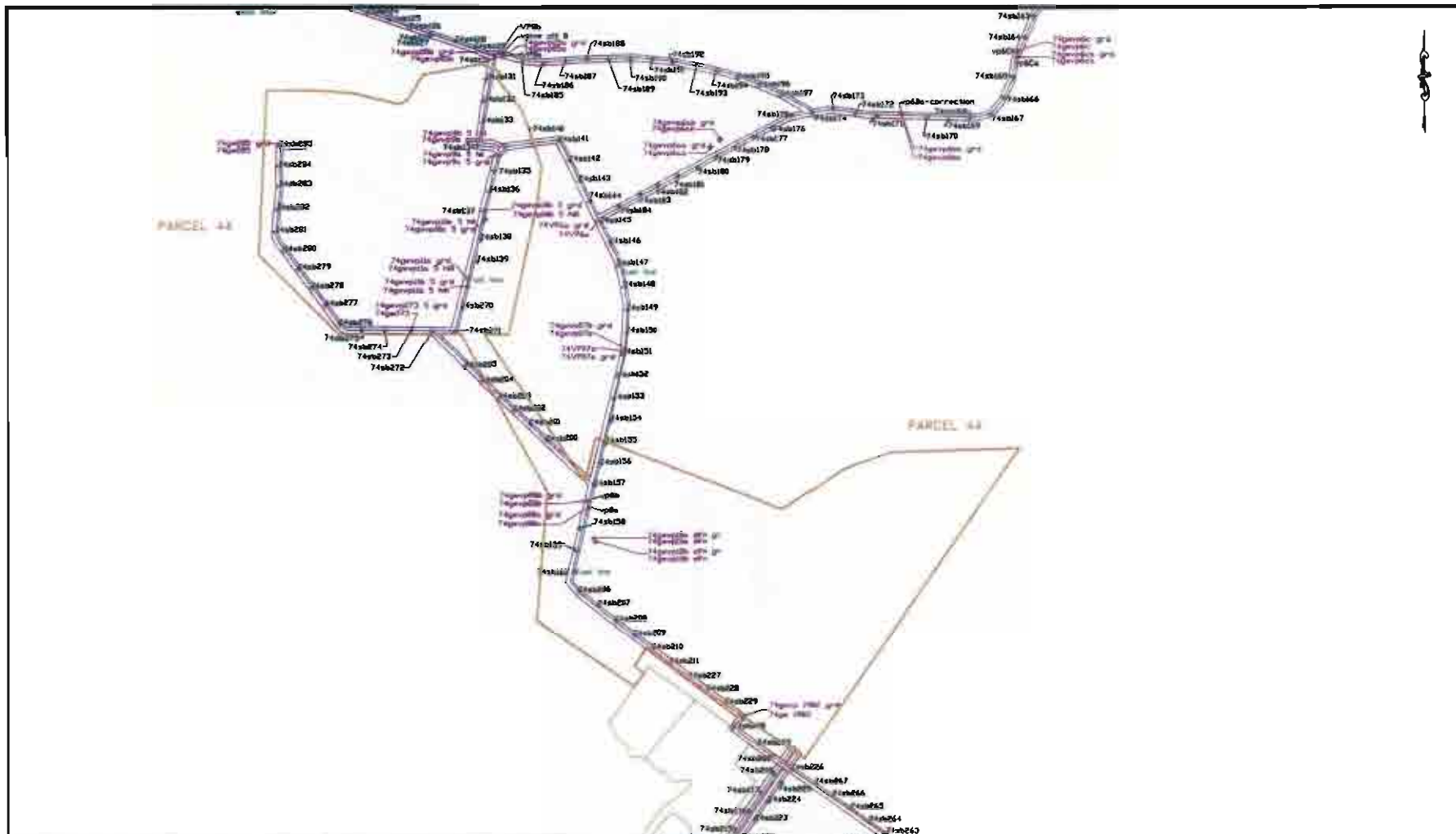
FIGURE -
 PARCEL 44

SWMU 74-FUEL PIPELINES AND
 HYDRANT PITS

NAVAL ACTIVITY PUERTO RICO

450 0 225 450
 1 inch = 450 ft.





Baker

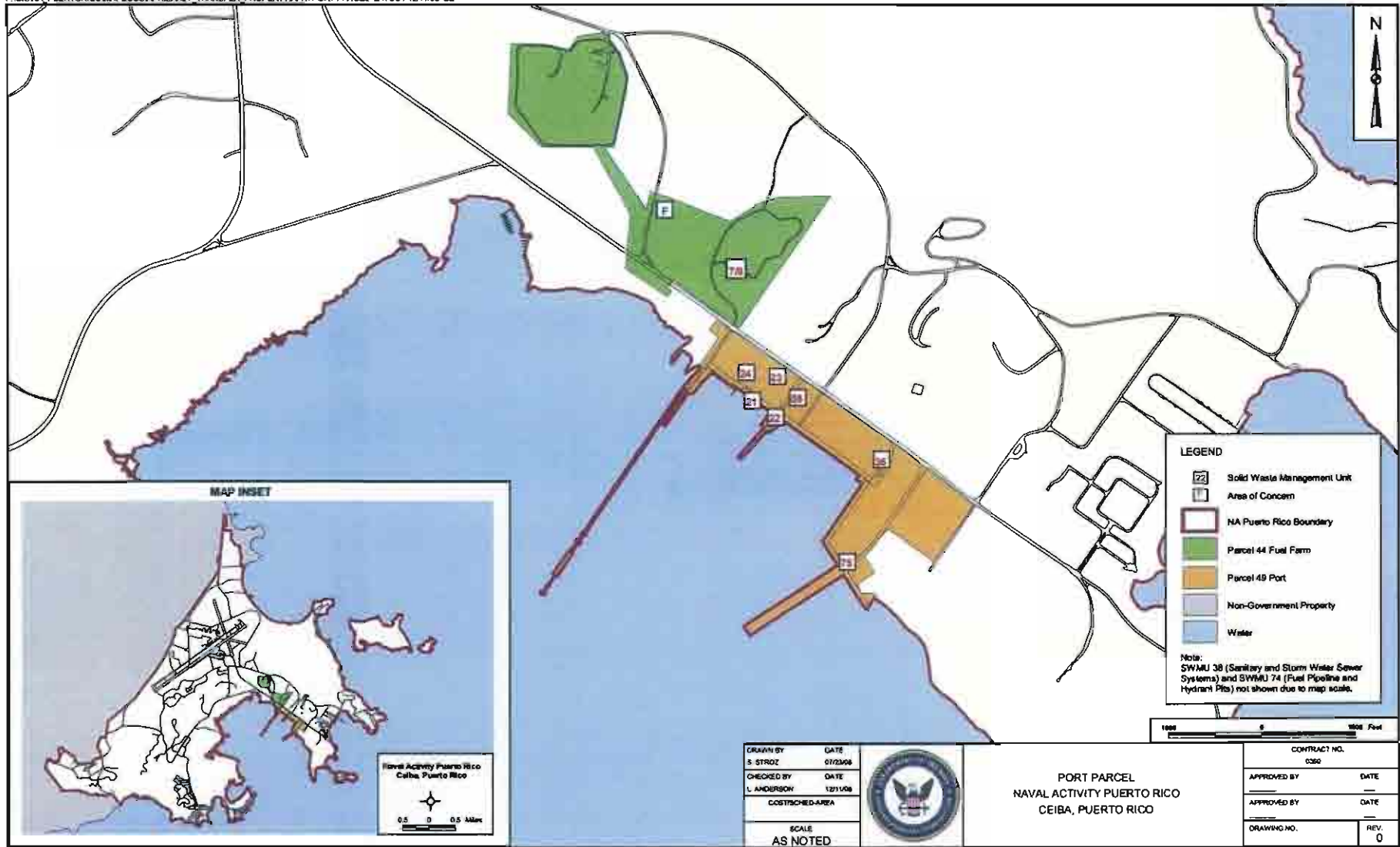
- LEGEND**
- PARCEL BOUNDARY
 - - - SWM BOUNDARY
 - FUEL LINE
 - + - SAMPLES COLLECTED

FIGURE -
PARCEL 44
SWMU 74-FUEL PIPELINES AND
HYDRANT PITS
NAVAL ACTIVITY PUERTO RICO

SOURCE: GEO-MARINE, INC., SEPTEMBER 6, 2000

Exhibit D
Survey Maps

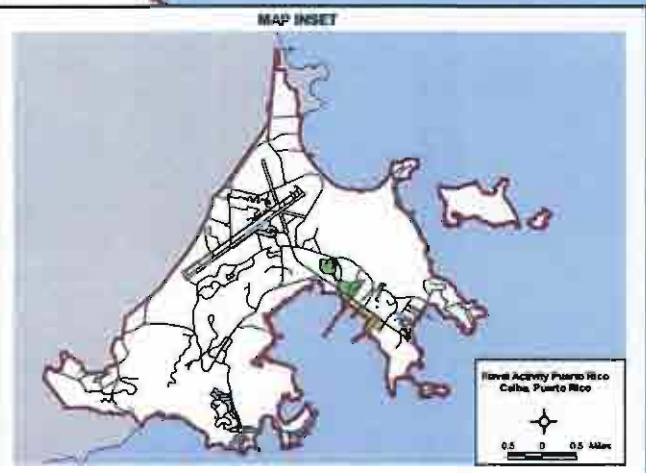




LEGEND

- Solid Waste Management Unit
- Area of Concern
- NA Puerto Rico Boundary
- Parcel 44 Fuel Farm
- Parcel 49 Port
- Non-Government Property
- Water

Note:
SWMU 38 (Sanitary and Storm Water Sewer Systems) and SWMU 74 (Fuel Pipeline and Hydrant Pits) not shown due to map scale.



DRAWN BY S. STROZ	DATE 07/23/08
CHECKED BY L. ANDERSON	DATE 12/1/08
COST/SCHED-AREA	
SCALE AS NOTED	



**PORT PARCEL
NAVAL ACTIVITY PUERTO RICO
CEIBA, PUERTO RICO**

CONTRACT NO. 0360	
APPROVED BY	DATE
APPROVED BY	DATE
DRAWING NO.	REV. 0

Exhibit E

Tables

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

Facility #	Former User	Name	Area	Unit	Yr Built
VP27	-	Valve Pit	-	-	0
192	FUELS	Petroleum Test Fuel Lab	4923	SF	1956
193	MWR	Toilet (Pier 1 Area)	139	SF	1955
266	SURFOPS	Fuel Pier 1	1322	SY	1943
267	SURFOPS	Pier 2 (Cargo)	1680	SY	1954
280	SURFOPS	Small Craft Berthing	-	-	1944
371	SURFOPS	Operational Storage	4000	SF	1958
799	SURFOPS	Berthing Pier #3	16040	SY	1966
843	SURFOPS	LST Ramp Bulkhead C	-	-	1963
890	-	Bulkheads A, B, C, D	2400	-	1965
896	SURFOPS	Valve Pit Pier #3	512	-	1966
976	SURFOPS	Hose Rack Shed	400	SF	1966
978	PWD	Shore POW Submarines Pier #3	650	-	1966
1706	BOYSCOUTS	Boy Scouts Charter	960	SF	1969
1739	NRL	Naval Research Lab	4,479	SF	1969
1756	HSG	Housing Storage/Warehouse	8000	SF	1974
1759	POST OFF	Fleet Post Office Pier Area	7505	SF	1973
1795	MULTI	U.S. Customs Office/NEX Laundry	5800	SF	1974
1796	NEX	Navy Exchange Complex	82606	SF	1973
1816	PWD	Hose House	2250	SF	1977
1940	-	POL (9) Pump Hse	5494	SF	-
1985	-	Vehicle Wash Rack Waterfront	156	SF	1978
1993	-	Sewage Pump Station Post Office	-	-	1978
2024	MWR	Pier #4/ITT Travel	4000	SF	1972
2036	PWD	Shore Support Building	2606	SF	1983
2040	FUELS	Hose Rack Fuel Division	1200	SF	1983
2086	SURFOPS	Flam Liqd Stge Bldg by SUROP	550	SF	1985
2127	-	Trans Sta by Sub-Sta #1742	-	-	1986
2160	-	Transformer by USO B1795	-	-	1978
2191	SURFOPS	Metal Shed (Bulkhead A) Pier 1	144	SF	1983
2197	-	Substa Pad Pier 2 Shore Power	330	-	1967
2238	-	UHF Antenna Harbor Comm WASP	-	-	1985
2242	MWR	Game Room/Telephone Center by USO	1600	SF	1987
2252	SURFOPS	Waterfront Operations Building	15356	SF	1987
2264	SURFOPS	Finger Pier BTW Pier 2 & 3	-	-	1987
2310	MWR	Shelter by Pier 3 Building 799	190	SF	1990
2314	SECURITY	MWR Stage (Old B46)	3600	SF	1991
2328	AFWTF	Storage Building/Waterfront by B2036	2500	SF	1991
2330	SURFOPS	Oil Spill Storage by B2552	2500	SF	1989
2346	SURFOPS	Fuel Mooring Facility	-	-	1993
2350	AFWTF	Supply Storage Building	4000	SF	7348
2351	SECURITY	Security Boathouse by B2252	5200	SF	1995
2384	PWD	New Generator Building by B1971	143	SF	1994

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.

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

- Information not available or unknown

AFWTF	Atlantic Fleet Weapons Training Facility
HSG	Housing
POST OFF	Post Office
PWD	Public Works Department
MULTI	Multiple Users
MWR	Morale, Welfare and Recreation
NRL	Naval Research Laboratory
SURFOPS	Surface Operations

Table 2
 Naval Activity Puerto Rico
 Port Parcel FOST
 Solid Waste Management Units Summary and Status
 Page 1 of 3

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
Port	7/8	Tow Way Fuel Farm (incl. free product plumes and sludge disposal pits) SWMU 7 is an area affected by releases from numerous large, partially in-ground, concrete fuel storage tanks dating from the 1940s. Constructed prior to 1957, the fuel farm originally consisted of nine underground storage tanks (USTs) containing diesel fuel marine (DFM), Bunker C fuel, and jet fuel (JP-5). That number has since been reduced to seven by the removal of two tanks. Over the years, spills have occurred and tanks have leaked. SWMU 8 is comprised of unlined earthen pits adjacent to the TWFF fuel tanks. Sludges from the tanks were buried and covered with soil when the fuel tanks were periodically cleaned. SWMU 8 has been combined with SWMU 7 because the SWMUs are next to each other and the contaminants are the same and commingled.	3	ICM/CMI	IRP Round 1 (1988) groundwater monitoring found benzene above the Maximum Contaminant Level (MCL) for drinking water and a free product layer underground. A full RFI of soil and groundwater was required by the permit. A free product recovery system is operating at the site as an Interim Corrective Measure (ICM) to stop the free product from spreading. CMS Approved 2/06; Statement of Basis (SoB) approved 1/07. Continue the ICM consisting of monthly gauging, free product removal, and development of Quarterly Progress Reports. The Consent Order requires implementation of the Revised Final CMS Work Plan.	GW, Subsurface and Surface Soil, Sediment - metals, SVOCs, VOCs	1, 2, 4	Continue operation of ICM until implementation of CMI in accordance with the CMS.	CMI Work Plan and implementation of CMI in accordance with the CMS.
Port	21	Mobile Floating Tanks Four mobile, floating tanks ("donuts") utilized in the clean-up of marine oil/fuel spills. The spilled oil/fuel was gathered by skimmers and then pumped into the "donuts", which transport the collected oil/fuel/water mixture to a dock or other transfer point.	1	CAC w/out Controls	These donuts were basically transport vehicles, not units in which hazardous wastes were stored. Therefore, these tanks are not SWMUs, and an RFI was not required. No Further Action determination from 1994 Part B Permit.	NA		NA	None
Port	22	Mobile Barges/SWOBs Ship waste offload barges (SWOBs) used to collect and transport bilge and ballast water from ships and oil/fuel from marine spills. These barges are transport vehicles, not units in which hazardous wastes are stored. Therefore, they are not SWMUs, and a RFI was not required.	1	CAC w/out Controls	These barges were transport vehicles, not units in which hazardous wastes were stored. Therefore, they are not SWMUs, and an RFI was not required. No Further Action determination from 1994 Part B Permit.	NA		NA	None
Port	23	Oil Spill Separator Tanks Three rectangular, steel oil/water separator tanks underlain by a curbed, concrete pad. Located approximately 100 feet inland from the Fuel Pier, and partially surrounded by asphalt pavement. These tanks acted as first stage gravitational oil/water separators for bilge and ballast water and oil/fuel/water mixtures from spills transferred from SWOBs and "donuts" (SWMUs #21 and 22). During both the 1988 VSI and the 1993 follow-up inspection, the concrete pad and adjacent areas of asphalt pavement and soil were heavily stained.	2	CAC with Controls	Benzo(a)pyrene in one soil sample exceeded its residential Risk-Based Concentration (RBC); however, the concentration did not trigger an unacceptable human health risk. Because of the location of this SWMU within an industrial zone, the RFI stated this site will never be utilized for residential development. There were no releases of hazardous waste or hazardous constituents evident at this site. The RFI did not recommend any further characterization efforts or corrective measures at this site. The Consent Order designated the SWMU Corrective Action Complete with Controls (i.e., a land use restriction to prohibit residential land use). A Land Use Control Plan was submitted to EPA in January 2008.	Soil - benzo(a)pyrene < industrial, TPH	1	NA	None
Port	24	Oil Spill Oil/Water Separator and Adjoining Pad (VC-8 Bldg 1625) In-ground, concrete, oil/water separator that served as the second stage separator of bilge and ballast water and marine oil/fuel spills. This SWMU is surrounded by asphalt paving on three sides, and bare ground on one side. Staining of the asphalt was observed during the 1993 follow-up inspection. Also, during the 1993 follow-up inspection, a bermed pad, with heavy oil staining, was identified as part of this SWMU.	2	CAC w/out Controls	RFI did not find any evidence of a release. The Consent Order designated this site Corrective Action Complete without Controls.	NA		NA	None

Table 2
 Naval Activity Puerto Rico
 Port Parcel FOST
 Solid Waste Management Units Summary and Status
 Page 2 of 3

Parcel	SWMU No.	Description	CERFA ^a	RCRA Status	Investigation and Remedial Action Summary and Status	Media Affected / Key Contaminants	Site Specific Land Use Controls	Current RCRA Phase	Remaining Work Required
Port	36	Vehicle Wash Rack Oil/Water Separator (Berthing Pier) Inground, concrete oil/water separator located near the Berthing Pier within the Ensenada Honda. This separator was used to collect and separate oil and washwaters generated during vehicle washdown. No evidence of releases was reported during the 1986 VSI, or 1993 follow-up inspection	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 this unit. No evidence of release was reported during the 1988 VSI or the 1993 follow-up inspection. RFI was not required. Visual re-inspection of unit was conducted during the ECP field work; no visual evidence of release was observed.	NA	None	NA	None
Basewide	38	Sanitary and Storm Water Sewer Systems Below ground sanitary and storm sewer systems	3	CAC w/out Controls	No Further Action determination from 1994 Part B Permit carried over to Consent Order. No knowledge or evidence of systematic and routine releases of hazardous wastes. An RFI was not required. The "CAC w/out Controls" shown for SWMU 38 is contingent, under the 2007 RCRA Consent Order between the Navy and EPA, on the Navy fully addressing any releases that may have impacted the sanitary and/or storm sewer water sewer systems (i.e., SWMU 38) as a release(s) from either SWMUs 4, 12, 13 and 14, and/or from any other SWMU at the NAPR facility, where releases have impacted the sanitary and/or storm water sewer systems.	NA	None	NA	None
Port	55	TCE Plume near Tow Way Fuel Farm (formerly part of SWMU 7) Groundwater investigations at the Tow Way Fuel Farm (SWMU 7) detected the presence of TCE and associated compounds. These constituents were not historically detected in groundwater at SWMU 7 and were not related to historic activities at SWMU 7. For these reasons, the TCE plume was considered a separate source of contamination from SWMU 7 and thus identified as SWMU 55.	3	CMS	Final TCE Plume Delineation and Source Investigation Report recommended a CMS for SWMU 55 in August 2004. CMS Final Report was developed and recommended the performance of a pilot test injecting sodium permanganate to evaluate the oxidation technology at SWMU 55. The CMS needs to be initiated at SWMU 55.	GW - TCE	1, 4	Implementation of the CMI in accordance with the CMS.	CMI Work Plan and implementation of CMI in accordance with the CMS.
Airfield, Ports, 3	74	Fuel Pipelines and Hydrant Pits On the Subject Property, this site consists of specific portions of the JP-5 fuel pipeline, and the aircraft hydrant refueling pits. In 1995, an evaluation of the integrity of specific portions of the base POL system identified a leak at a JP-5 fuel line valve pit between Hangar 200 and the main runway. Interviews indicated that numerous small spills and leaks of jet fuel have occurred at the aircraft hydrant refueling pits since they went into operation in the early 1960s.	3	CMS	ECP Phase I/II sample locations indicating contaminant releases associated with this SWMU on the Subject Property were Valve Pit 8 and USTs 381, 1084 and 1086. The Navy submitted a CMS Work Plan to complete site characterization and the CMS. The work plan includes additional characterization along the underground fuel lines in the Subject Property. Phase I of the CMS investigation was conducted in May 2008. Report on the findings of Phase I of the CMS investigation is underway, and will identify areas needing further study.	Soil, GW - fuel related compounds	1	CMS Investigation	CMS/SoB/CMI
Port	75	Building 803 Pump house for the former emergency fire deluge system located in the Waterfront area next to Pier 3. The floor of the building is constructed with an access area/manway that leads directly into Ensenada Honda. During inspections, releases of suspected waste oil and diesel fuel throughout the floor of the building were noted. Additionally, numerous discarded oil filters and three batteries were identified during the site inspection.	3	RFI	PCBs were the primary concern at this site and were not detected; however wipe samples collected to characterize the interior of the building indicate potential contamination resulting from past activities. Therefore, the Consent Order required an RFI for this site. The Final RFI work plan was submitted to EPA December 20, 2007.	Interior surfaces - bis(2-ethylhexyl)phthalate, di-n-butylphthalate, metals	Access to building interior restricted.	RFI	Implement RFI and follow on work

Table 2
Naval Activity Puerto Rico
Port Parcel FOST
Solid Waste Management Units Summary and Status
Page 3 of 3

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	Remedial Work Required
Port	AOC F (MNA 1995)	Site of 1 current AST (inactive and empty; Bldg 1995) One of seven former UST sites and one current AST site that comprise the AOC F MNA sites at NAPR (the other six are on other parcels). After the removal of the USTs and the subsequent investigations and reports, the sites were recommended for remedial action by MNA with separate protocols for each site, including soil sampling and/or groundwater sampling on a quarterly or annual basis depending upon the site.	3	MNA	Submitted MNA Work Plan to EPA October 9, 2007. EPA contingently approved the MNA Work Plan April 10, 2008. The first round of sampling under the new work plan was conducted in May 2008. The report is presently under development and will be submitted in August 2008.	GW - TPH	4	MNA monitoring	Continuation of MNA monitoring program in accordance with MNA Work Plan
* 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			MCL	Maximum Contaminant Level				
AST	Aboveground Storage Tank			MNA	Monitored Natural Attenuation				
CAC	Corrective Action Complete determination			NEX	Navy Exchange				
CERFA	Community Environmental Response Facilitation Act			NPDES	National Pollutant Discharge Elimination System				
CMI	Corrective Measures Implementation			OB/OD	Open Burning/Open Detonation				
CMS	Corrective Measures Study			PAH	Polynuclear Aromatic Hydrocarbon				
COC	Chemical of Concern			PCB	Polychlorinated Biphenyl				
COPC	Chemical of Potential Concern			POL	Petroleum, Oils and Lubricants				
DFM	Diesel Fuel Marine			RBC	Risk-Based Concentration				
ECP	Environmental Condition of Property			RFI	RCRA Facility Investigation				
EPA	Environmental Protection Agency			SoB	Statement of Basis				
ICM	Interim Corrective Measure			TCE	Trichloroethene				
IRP	Installation Restoration Program			TWFF	Tow Way Fuel Farm				
JP-5	Jet Propulsion Fuel			UST	Underground Storage Tank				
GW	Groundwater			VOC	Volatile Organic Compound				

Table 3
Naval Activity Puerto Rico
Port Parcel FOST
OWS, AST, UST List
Page 1 of 2

Number	Type	Location or User	Capacity	Material Stored	Year Installed	Year Removed
193	OWS	Aircraft Fuel Truck Area - Hose Stg	-	NA	-	NA
266	OWS	Pier 1	-	NA	-	NA
382	OWS	Aircraft Fuel Truck Area	-	NA	-	NA
443	OWS	Aircraft Fuel Truck Area - Parking	-	NA	-	NA
799	OWS	Oil Pollution Control System - Pier 3	-	NA	-	NA
1982	OWS	Fuel Pump House Facility	-	NA	-	NA
1985	OWS	Vehicle Wash Rack - Surface Ops	-	NA	-	NA
2036	OWS	Shore Support Bldg (fiberglass repair shop)	-	NA	-	NA
2311	OWS	Temporary Wash Rack	-	NA	-	NA
2364	OWS	Heavy Equipment Wash Area	-	NA	-	NA
BOWTS 1	AST	PWD	50,000	Oily Wastewater	-	NA
BOWTS 2	AST	PWD	50,000	Oily Wastewater	-	NA
BOWTS 3	AST	PWD	1,000	Used Oil	-	NA
BOWTS 4	AST	PWD	1,000	Used Oil	-	NA
BOWTS 5	AST	PWD	1,000	Used Oil	-	NA
56C	AST	PWD	5,000	Used Oil	-	NA
803	AST	PWD	275	Used Oil	-	NA
1995	AST	Fuels Division (MNA Site)	4,200,000	DFM	-	NA
1996	AST	Fuels Division	4,200,000	DFM	-	NA
2036	AST	FRT	2,000	Used Oil	-	NA
2250	AST	FRT	12,000	Used Oil	-	NA
2270	AST	Fuels Division	4,200,000	JP-5	-	NA
2271	AST	Fuels Division	4,200,000	JP-5	-	NA
2272	AST	Fuels Division	4,200,000	JP-5	-	NA
2273	AST	Fuels Division	4,267,000	JP-5	-	NA
2274	AST	Fuels Division	4,200,000	JP-5	-	NA
2437	AST	Fuels Division	4,200,000	DFM	-	NA
82	UST	DFM Hill, Tow Way Fuel Farm (SWMU 7/8)	2,115,000	DFM/Empty	1940	NA
83	UST	DFM Hill, Tow Way Fuel Farm (SWMU 7/8)	1,157,000	DFM/Empty	1940	NA
84	UST	DFM Hill, Tow Way Fuel Farm (SWMU 7/8)	585,000	None/Empty	1944	NA
85	UST	DFM Hill, Tow Way Fuel Farm (SWMU 7/8)	1,152,000	None/Empty	1944	NA
381	UST	West of bulk fuel ASTs 2270-2274 (SWMU 74)	1,180,000	JP-5/Empty	1955	NA
1080	UST	Tow Way Fuel Farm (SWMU 7/8)	1,165,000	DFM/Empty	1968	NA
1082	UST	Tow Way Fuel Farm (SWMU 7/8)	1,165,000	DFM/Empty	1968	NA
1084	UST	By ASTs 2270-2274 (SWMU 74)	1,181,000	JP-5/Empty	1968	NA
1086	UST	By ASTs 2270-2274 (SWMU 74)	1,181,000	JP-5/Empty	1968	NA
1088	UST	Tow Way Fuel Farm (SWMU 7/8)	425,000	JP-5/Empty	1968	NA
1982	UST	Fuels Pump Station	550	Waste Oil/Empty	1996	NA

Table 3
Naval Activity Puerto Rico
Port Parcel FOST
OWS, AST, UST List
Page 2 of 2

Number	Type	Location or User	Capacity	Material Stored	Year Installed	Year Removed
55	Former UST	DFM Hill (SWMU/7/8)	5,000	Unknown	-	1997
56A	Former UST	Bldg 564	15,000	DFM	1996	2003
56A	Former UST	Bldg 56	10,500	DFM	-	1996
56B	Former UST	Bldg 56	15,000	DFM	1996	2003
56B	Former UST	Bldg 56	10,500	DFM	-	1996
99	Former UST	DFM Hill (SWMU/7/8)	10,000	Unknown	-	1993
382	Former UST	North of bulk fuel AST 2272	550	Waste JP-5	-	1996

AST Aboveground Storage Tank
BOWTS Bilge and Oily Wastewater Treatment System
DFM Diesel Fuel Marine
FRT Facility Response Team
JP Jet Propulsion (Fuel)
MNA Monitored Natural Attenuation
NA Not Applicable
OWS Oil Water Separator
PWD Public Works Division
SWMU Solid Waste Management Unit
UST Underground Storage Tank
- Information not available or unknown

Table 4
Naval Activity Puerto Rico
Port Parcel FOST
Asbestos-Containing Material Inspection Results

Facility #	Name	ACM Identified	Comments
VP27	Valve Pit	NI	
192	Petroleum Test Fuel Lab	Y	
193	Toilet (Pier 1 Area)	N	
266	Fuel Pier 1	NI	
267	Pier 2 (Cargo)	NI	
280	Small Craft Berthing	NI	
371	Operational Storage	N	
799	Berthing Pier #3	NI	
843	LST Ramp Bulkhead C	NI	
890	Bulkheads A, B, C, D	NI	
896	Valve Pit Pier #3	NI	
976	Hose Rack Shed	N	
978	Shore POW Submarines Pier #3	NI	
1706	Boy Scouts Charter	Y	
1739	Naval Research Lab	Y	
1756	Housing Storage/Warehouse	N	
1759	Fleet Post Office Pier Area	N	
1795	U.S. Customs Office/NEX Laundry	Y	
1796	Navy Exchange Complex	N	
1816	Hose House	NI	
1940	POL (9) Pump Hse	NI	
1985	Vehicle Wash Rack Waterfront	NI	
1993	Sewage Pump Station Post Office	NI	
2024	Pier #4/ITT Travel	N	
2036	Shore Support Building	N	
2040	Hose Rack Fuel Division	N	
2086	Flam Liqd Stge Bldg by SUROP	N	
2127	Trans Sta by Sub-Sta #1742	NI	
2160	Transformer by USO B1795	NI	
2191	Metal Shed (Bulkhead A) Pier 1	NI	
2197	Substa Pad Pier 2 Shore Power	NI	
2238	UHF Antenna Harbor Comm WASP	NI	
2242	Game Room/Telephone Center by USO	Y	
2252	Waterfront Operations Building	N	
2264	Finger Pier BTW Pier 2 & 3	NI	
2310	Shelter by Pier 3 Building 799	N	
2314	MWR Stage (Old B46)	NI	
2328	Storage Building/Waterfront by B2036	N	
2330	Oil Spill Storage by B2552	N	
2346	Fuel Mooring Facility	NI	
2350	Supply Storage Building	N	
2351	Security Boathouse by B2252	N	
2384	New Generator Building by B1971	N	

Notes:
Y = Yes
N = No
NI = Not Inspected
Hazard = friable, accessible and damaged asbestos (none identified)

Source: Final Asbestos Inspection Report for Naval Activity Puerto Rico, Ceiba, Puerto Rico (Baker, June 2005)

Exhibit F
CERFA Concurrence

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


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

In summary, all NAPR property not otherwise identified as sites belonging to Categories 2 or 3 are classified as "CERFA Clean" (i.e. uncontaminated) as defined in CERFA [§9620 (h)(4)(A)]. The bulk of the NAPR acreage is classified as such. Of the approximately 8,400 acres of NSRR property, about 7,000 acres have been identified as "CERFA Clean" (i.e., Category 1). Figure 1 depicts the results of this classification.

Included in the CERFA Clean classification are a total of 14 SWMUs. Ten of these SWMUs were identified by EPA in the 1994 RCRA Part B permit, and an additional four sites were identified by the ECP. All 14 of these sites were originally identified based on a suspected release or disposal activity, but subsequent investigations determined that no release or disposal activity occurred. EPA has indicated their concurrence with this determination in the draft §7003 Order on Consent by designating each of these sites as having achieved "corrective action complete without controls" designation. The SWMUs and ECP sites designated as CERFA Clean are SWMUs 5, 15, 20, 21, 22, 47, 48, 49, 50, 52, 63 (ECP 9), 64 (ECP 10), 65 (ECP 11), and 66 (ECP 12). These sites are presented in Table 1.

The remaining property has been classified as Category 2 or 3 and as such is not qualified for designation as CERFA Clean.

Submitted

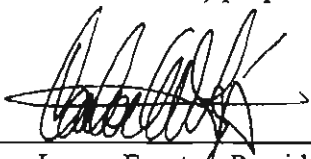


R. DAVID CRISWELL, P. E.
BRAC Environmental Coordinator

8/27/06
Date

Concurrence

Concurrence with CERFA Identification of Uncontaminated Property is indicated by signature below. This concurrence applies only to the identification of "CERFA Clean" (i.e. uncontaminated) property, identified in this document as ECP Category 1.



Carlos Lopez Freytes, President
Environmental Quality Board
Commonwealth of Puerto Rico

8/11/06
Date

Exhibit G

Lead-Based Paint Hazard Advisory

**LEAD-BASED PAINT HAZARD
DISCLOSURE AND ACKNOWLEDGEMENT FORM**

LEAD WARNING STATEMENT

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

ACKNOWLEDGEMENT

I acknowledge that:

1. I have read and understand the above stated Lead Warning Statement;
2. I have received from the Federal Government the following document(s): *Phase I/II Environmental Condition of Property Report, Former Naval Station Roosevelt Roads, Ceiba, Puerto Rico* and *Finding of Suitability to Transfer – Port Parcel, 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 H

CERCLA Hazardous Substance Notice and Response Action Summary

Naval Activity Puerto Rico
Port and Fuel Farm Parcels
CERCLA Hazardous Substance Notice/Response Action Summary

Page 1 of 3

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
2086	Surface Operations	HWAA - see SWMUs 17 & 18	--	--	--	--	--	--	--	--
SWMU 8	Tow Way Road Sludge Burial Pits	Lead	7439921	--	D008	Unknown	1972 or 1973 to Present	Unknown	1972 or 1973 to Present	--
		Bunker C Fuel Sludge	--	--	--	3,900-7,500 cubic yards	1972 or 1973 to Present	3,900-7,500 cubic yards	1972 or 1973 to Present	--
SWMU 17	DRMO HW Storage Facility (non-flammable wastes) - not on Subject Property, but received wastes from various port and/or fuel farm operations.	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	Unknown
		Lithium/Sulfur Dioxide Batteries	--	--	D003	Unknown	1980-2004	Unknown	Unknown	Unknown
		Nickel/Cadmium Batteries	--	--	D003, D006	Unknown	1980-2004	Unknown	Unknown	Unknown
		Mercury Batteries	--	--	D009	Unknown	1980-2004	Unknown	Unknown	Unknown
		Mercury Batteries in Acetic Acid	--	--	D002, D009	Unknown	1980-2004	Unknown	Unknown	Unknown
		Aid to Navigation (AtoN) Batteries	--	--	D002	Unknown	1980-2004	Unknown	Unknown	Unknown
		Alkaline Batteries	--	--	D002	Unknown	1980-2004	Unknown	Unknown	Unknown
		Lead/Acid Batteries	--	--	D002, D008	Unknown	1980-2004	Unknown	Unknown	Unknown
		Lead/Acid Batteries (Drained)	--	--	D002	Unknown	1980-2004	Unknown	Unknown	Unknown
		Battery Electrolyte	--	--	D002, D008	Unknown	1980-2004	Unknown	Unknown	Unknown
		Acetic Acid	64197	--	D002	Unknown	1980-2004	Unknown	Unknown	Unknown
		Chromic Acid (Alodine)	7738945	--	D002, D007	Unknown	1980-2004	Unknown	Unknown	Unknown
		Hydrochloric Acid	7647010	Hydrogen Chloride	D002	Unknown	1980-2004	Unknown	Unknown	Unknown
		Sulfuric Acid	7664939	--	D002	Unknown	1980-2004	Unknown	Unknown	Unknown
		Ammonium Hydroxide	1336216	--	D002	Unknown	1980-2004	Unknown	Unknown	Unknown
		Cleaning Compound (TURCO)	--	--	D002	Unknown	1980-2004	Unknown	Unknown	Unknown
		Mercury	7439976	--	U151, D009	Unknown	1980-2004	Unknown	Unknown	Unknown
		Blasting Booth Dust	--	--	D007, D008	Unknown	1980-2004	Unknown	Unknown	Unknown
Decontaminating Agent, STB (Super Tropical Bleach)	--	--	D003	Unknown	1980-2004	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	1980-2004	Unknown	Unknown	Unknown		
Photographic Developer	--	--	D002, D011	Unknown	1980-2004	Unknown	Unknown	Unknown		
Photographic Fixer	--	--	D002, D011	Unknown	1980-2004	Unknown	Unknown	Unknown		
Photographic Hardener	--	--	D011	Unknown	1980-2004	Unknown	Unknown	Unknown		
Photographic Stabilizer	--	--	D011	Unknown	1980-2004	Unknown	Unknown	Unknown		

Naval Activity Puerto Rico
Port and Fuel Farm Parcels
CERCLA Hazardous Substance Notice/Response Action Summary
Page 2 of 3

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 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	7783188	--	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	--
		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	ORMO 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	--

Naval Activity Puerto Rico
Port and Fuel Farm Parcels
CERCLA Hazardous Substance Notice/Response Action Summary

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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
		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	--
		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	78931	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 55	TCE Plume near Tow Way Fuel Farm	Tetrachloroethylene	127184	Ethene, tetrachloro Perchloroethylene	F001, F002, U210	Unknown	Unknown	Unknown	Unknown	--
		Trichloroethylene	79016	Trichloroethene Ethene, trichloro	F001, F002, U228	Unknown	Unknown	Unknown	Unknown	--

Exhibit I

Response to EPA Comments

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,

Draft Finding of Suitability to Transfer (FOST) Port Parcels

Dear Mr. Criswell:

The United States Environmental Protection Agency (EPA) Region 2 has received the Draft Finding of Suitability to Transfer (FOST) Port Parcels, transmitted to Mr. Timothy Gordon of EPA and to Ms. Wilmarie Rivera of the Puerto Rico Environmental Quality Board (PREQB), with your letter of August 6, 2008.

The FOST covers approximately 131 acres in two parcels (Parcel 44 and 49), located in the developed waterfront area along the eastern shoreline of Ensenada Honda. These two parcels contain 11 solid waste management units (SWMUs) and portions of one Area of Concern (AOC). Five of the SWMUs and the portion of AOC F located in the subject parcels have corrective action work remaining to be completed under the January 2007 RCRA Administrative Order on Consent (the Order). According to the FOSL, on July 30, 2008, the Governor of Puerto Rico approved a Covenant Deferral Request (CDR) allowing the early transfer of the SWMUs and AOCs located in parcels 44 and 49, prior to completing the necessary remedial actions. The Navy plans to transfer these two parcels to the Ports Authority of Puerto Rico via a Public Benefit Conveyance, but will retain responsibility for completing all required corrective and remedial actions, under the Order.

EPA Region 2 has the following comments on that Draft FOST:

- 1) A statement should be added to Section 3.0 (Past Use and Proposed Reuse) indicating that, following transfer of the two parcels to the Ports Authority of Puerto Rico, the Navy will continue to implement any remaining corrective and/or remedial action required for SWMUs and AOCs located within the parcels, pursuant to the 2007 RCRA Order.

Response: The requested statement has been added to the end of the first paragraph in

Section 4.A. (Hazardous Substances Contamination) following the first discussion of the 2007 RCRA Consent Order.

- 2) The last paragraph of Section 4.0.A (Hazardous Substance Contamination) should be revised to indicate that SWMU 20 is incorrectly shown on parcel index figure 44-3, in Exhibit C, and that what is labeled as SWMU 20 on parcel index 44-3 instead corresponds to SWMU 74 (fuel pipelines and hydrant pits), which is also known as (a/k/a) ECP¹ site 20.

Response: The last sentence of Section 4.0.A has been revised to read as follows - "In Exhibit C, SWMU 74 (aka ECP 20) is mislabeled as SWMU 20 on Parcel Map 44, SWMU 75 (aka ECP 21) is mislabeled as SWMU 21 on the eastern end of the Parcel 49 map, and SWMUs 38 and 74 are shown on separate maps."

- 3) The second sentence of the first paragraph of Section 5.0.F (Environmental Compliance Agreements/Permits/Orders) needs to be revised to read "...five (SWMUs 7/8, 55, 74 and 75) have investigations and/or cleanup work remaining to be completed....", as SWMU 23 does not have remaining work to be completed.

Response: The requested correction has been made.

- 4) The statement on the title page of Exhibit C (Parcel, Utility, and Fuel Line Maps), indicating that "SWMUs 38 and 74 (aka SWMU 20) are not shown...." needs to be corrected, to read "...SWMU 74 (a/k/a as ECP site 20)...."

Response: The requested correction has been made.

- 5) Exhibit B, should be revised to either also identify SWMUs 38 and 74 on the Vicinity Map (labeled "Port Parcel"), or include a note regarding those SWMUs on the Vicinity map.

Response: The following note has been added to the title page of Exhibit B - "SWMUs 38 and 74 (aka ECP 20) are not shown on the vicinity map. Separate utility (SWMU 38) and fuel line (SWMU 74) maps are included in Exhibit C." Also, the following note has been added to the Vicinity Map - "SWMU 38 (Sanitary and Storm Water Sewer Systems) and SWMU 74 (Fuel Pipeline and Hydrant Pits) not shown due to map scale."

Once the FOST has been revised and finalized, please submit two copies to my office. If you have any questions, please telephone Mr. Tim Gordon of my staff at (212) 637- 4167.

¹ ECP = Environmental Conditions of Property, i.e., based on the the July 15, 2005 Final Phase I/II Environmental Conditions of Property Report.

Sincerely yours,

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

cc: Mr. Antonio J. Colorado, Puerto Rico Land Reuse Authority
Ms. Wilmarie Rivera, P.R. Environmental Quality Board.
Mr. Mark Kimes, Baker Environmental

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



TETRA TECH

PITT-10-10-069

October 27, 2010

Project Number 112G00503

Mark Davidson, P.E.
BRAC Program Management Office SE
4130 Faber Place Drive
Suite 202
North Charleston, South Carolina 29405

Reference: CLEAN Contract No. N62467-04-D-0055
Contract Task Order No. 0043

Subject: Final Finding of Suitability to Transfer (FOST), Parcel 52 (Science Park)
Naval Activity Puerto Rico (NAPR)

Dear Mr. Davidson:

Please find enclosed two copies of the signed Final FOST for Parcel 52 (Science Park) at NAPR. As requested, 10 additional copies of the FOST have been distributed as shown on the attached Distribution List.

If you have any questions, please contact Lawson Anderson at (501) 319-7594.

Sincerely,

Robert F. Simcik, P.E.
Task Order Manager

LMA:irma

Enclosures (2)

- c. D. Carpenter, USEPA Region 2 (1)
- T. Gordon, USEPA Region 2 (1)
- C. Soderberg, USEPA Caribbean EPD (1)
- G. Toro, PREQB (1)
- W. Rivera, PREQB (1)
- E. Kiess, LRA (1)
- P. Ruiz, NAPR (3)
- S. Martin, NAVFAC LANT (1 electronic copy)
- M. Kimes, Baker (1)
- D. Humbert, TINUS (w/o enclosure)
- L. Anderson, TINUS (w/o enclosure)
- C. Pike, TINUS / File G00503 (w/o enclosure)

FINDING OF SUITABILITY TO TRANSFER

**PARCEL 52
(SCIENCE PARK)**

**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**

October 2010

**FINDING OF SUITABILITY TO TRANSFER
PARCEL 52
(SCIENCE PARK)
NAVAL ACTIVITY PUERTO RICO**

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**FINDING OF SUITABILITY TO TRANSFER
PARCEL 52
(SCIENCE PARK)
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 the Science Park Parcel or Parcel 52 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) – the CERFA Identification of Uncontaminated Property, Former Naval Station Roosevelt Roads, Puerto Rico (the CERFA Report; Navy, 2006a) and the 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. As shown on the Vicinity Map in Exhibit B, the Science Park Parcel is comprised of 77.344 acres located in the developed waterfront area north of the Ensenada Honda shoreline and west of the Bahía de Puerca shoreline. There are three environmental sites within the footprint of the parcel that have been “carved out” of the Science Park conveyance due to ongoing Navy cleanup actions. The “carve-outs” will be added to the Sale Parcel III lease area, as documented in the revised Finding of Suitability to Lease, Carve-Outs Within Sale Parcel III – Forrestal (Navy, 2010). The carve-outs occupy approximately 1.758 acres, thus reducing the total acreage covered by this FOST to approximately 75.586 acres (Subject Property). The carve-outs are Resource Conservation and Recovery Act (RCRA) Solid Waste Management Units (SWMUs) 31 (Waste Oil Collection Area - Buildings 31 and 2022) and 32 (Public Works Department Storage Yard/Battery Collection Area), and petroleum site MNA 124, one of eight petroleum sites across NAPR that comprise Area of Concern (AOC) F. The carve-outs are further described in Sections 4.0.A. (Hazardous Substance Contamination) and 4.0.B. (Petroleum Contamination) of this FOST.

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The Subject Property includes two Bachelor Enlisted Quarters buildings, a dry dock, and over 25 buildings and facilities associated with the Public Works Department (PWD), SeaBees, and Underwater Demolition Team. An aerial photograph of Parcel 52 is provided in Exhibit C, and survey maps of the entire Science Park Parcel and of the environmental sites carved out of the transfer are included in Exhibit D. Table 1 in Exhibit E of this FOST provides the facility number, former user, name or description, area and year of construction of each of the numbered buildings, structures and facilities on the Subject Property.

3.0 PAST USE AND PROPOSED REUSE

The Subject Property has been used as a military installation since its acquisition and development by the Navy in the 1940s. The ECP Report states that most of the arable land on the installation 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 Subject Property is expected to be transferred via an Economic Development Conveyance to the Commonwealth of Puerto Rico. 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) anticipated future use of the Subject Property as a science park. An April 2010 addendum to the Reuse Plan (CCS, 2010) indicates the Subject Property will be in portions of areas with the following types of uses - mixed use (retail and upper floor residential), hotel and lodging, golf course, and retail/restaurant/entertainment district.

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 prepared by Naval Facilities Engineering Command (NAVFAC) Atlantic. The following

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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 five RCRA SWMUs on the Subject Property – SWMUs 19 (Pesticide Waste Storage – Building 121), 38 (Sanitary and Storm Water Sewer Systems), 41 (Pesticide Storage Area Wash Pad - Building 3152), 50 (Drum Storage Area) and 72 (Public Works Department - Building 31). The U.S. Environmental Protection Agency (EPA) Administrative Order on Consent (Consent Order; EPA, 2007) that sets out the Navy's corrective action obligations under RCRA designated these five SWMUs (19, 38, 41, 50 and 72) as Corrective Action Complete without Controls and required no further action.

SWMU 19 was clean closed pursuant to the requirements of the 1994 RCRA Permit for NSRR, thus no RCRA Facility Investigation (RFI) was required. The RCRA Permit also included No Further Action (NFA) determinations for SWMUs 38, 41 and 50, and did not require RFIs at these SWMUs. Under the Consent Order, the NFA 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, 13 and 14 are located well outside of the Subject Property. The ECP Phase I/II investigation of SWMU 72 did include sampling, but there was no indication of a release.

SWMUs 31 and 32 are inside the boundary of the Science Park Parcel, but will not be conveyed with the Subject Property. Instead, they will be included in the Sale Parcel III lease area, as documented in the revised Finding of Suitability to Lease, Carve-Outs Within Sale Parcel III – Forrester (Navy, 2010). SWMUs 31 and 32 will be leased in furtherance of conveyance to the future property owner of the Subject Property. The Lessee will be allowed use of the property subject to land use controls (non-residential use only and restricted access to soil under the parking lots), as shown on the figure (Baker, 2010) in Exhibit D.

Detailed descriptions of all NAPR SWMUs are provided in the ECP Report, while summary descriptions and the current status of the five SWMUs on the Subject Property are provided in Table 2 (Exhibit E). The aerial photograph and wastewater collection system map in Exhibit C show the approximate locations of the Subject Property SWMUs, as well as SWMUs 31 and 32.

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B. Petroleum Contamination

There were two operational underground storage tanks (USTs) containing diesel fuel associated with BEQs 1A and 1B on the Subject Property at the time of the ECP inspection in March 2005. Both of these USTs were installed in 1996, and have been emptied, temporarily closed, and left in place for use by the new owner. If/when the USTs must be closed, closure in accordance with PREQB regulations will be the responsibility of the new owner. The ECP Report listed three known former UST systems on the Subject Property that were removed in 2002. Table 3 in Exhibit E lists the known past and present USTs on the Subject Property along with their location, capacity, material stored, and the year removed (or year installed if still present). The ECP Report documented six operational aboveground storage tanks (ASTs) and two oil/water separators (OWSs) on the Subject Property. These ASTs and OWSs are also listed in Table 3.

According to the ECP Report, any contaminated soils identified during past replacement of tanks were excavated and disposed of off NSRR property, and the replaced tanks were closed in accordance with 40 CFR 280 and PREQB UST regulations. There are no other known spills or releases associated with petroleum usage on the Subject Property.

The Navy is conducting a monitored natural attenuation (MNA) study of eight petroleum sites (seven UST sites and one AST site) across NAPR that comprise AOC F. One of these AOC F sites, MNA 124, was carved out of the Science Park Parcel conveyance due to ongoing environmental actions and is now immediately adjacent to the Subject Property as shown on the aerial photograph in Exhibit C. It occupies approximately 1.195 acres which includes a buffer zone around the MNA 124 petroleum-contaminated groundwater plume. This carve-out has been added to the Sale Parcel III lease area, as documented in the revised Finding of Suitability to Lease, Carve-Outs Within Sale Parcel III – Forrestal (Navy, 2010). The MNA 124 property will be leased in furtherance of conveyance to the future owner of the Subject Property. Long-term monitoring data indicate the MNA 124 plume is not expanding and is not expected to migrate onto the Subject Property. The Lessee will be allowed use of the MNA 124 property subject to land use controls (non-residential use only, no groundwater use, and no disturbance of subsurface soil), as shown on the figure (Baker, 2010) in Exhibit D. Another AOC F site, MNA 2842, is immediately adjacent to the Subject Property and the south side of MNA 124, as shown in Exhibits C and D. It is also part of the Sale Parcel III lease area, includes a buffer zone, and is not expected to impact the Subject Property based on long-term groundwater monitoring data. Following execution of the Sale Parcel III lease, the Navy will continue to implement any

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remaining corrective and/or remedial action required for MNA 124 and MNA 2842, pursuant to the Consent Order.

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 Subject Property, with the exception of SWMUs 19 and 41 (Category 2) and SWMU 38 (Category 3), was classified as Category 1 uncontaminated property in the CERFA Report. Following its review, the Puerto Rico Environmental Quality Board (EQB) provided a concurrence statement in the Final CERFA Report on 11 August 2006 (Exhibit F).

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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. SWMU 38 is suitable for transfer because it was designated Corrective Action Completed without Controls in the Consent Order and now meets the definition of Category 2 because the SWMUs with releases that impacted the sanitary and storm sewer systems are not on or associated with the Subject Property.

D. Other Environmental Aspects

1. Munitions and Explosives of Concern

According to the ECP Report, there are no small arms ranges, 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 Final Asbestos Inspection Report for Naval Activity Puerto Rico, Ceiba, Puerto Rico (Baker, 2005), asbestos-containing material (ACM) was identified in 9 of the 28 facilities inspected on the Subject Property, as summarized in Table 4 of Exhibit E. Two feet of friable, accessible and damaged (FAD) ACM was identified in thermal pipe insulation in Building 31. This FAD ACM was removed in July 2009. 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.

It is likely that undiscovered ACM associated with underground utilities and miscellaneous building materials exists at NAPR. While this potential ACM does not currently 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 will be required to use best management practices during any future renovation/demolition activities or underground utility work, and to comply with all applicable laws relating to ACM management in order to ensure future protection of human health and the environment. An ACM hazard disclosure and acknowledgement form (Exhibit G) will be provided to the transferee for execution at the time of transfer.

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3. Lead-Based Paint

The NAPR facilities list (Exhibit E, Table 1) indicates many of the buildings, structures and facilities on the Subject Property were constructed prior to 1978, the year in which lead-based paint (LBP) was banned for consumer use. These facilities and any others built before 1978 are presumed to contain LBP. A 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. A LBP hazard disclosure and acknowledgment form (Exhibit H) will be provided to the transferee for execution at the time of transfer.

4. Polychlorinated Biphenyls (PCBs)

All PCB-containing equipment and PCB-contaminated transformers on the Subject Property were removed 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.

5. Radon

According to the U.S. Geological Survey Open-File Report 93-292-K, *Preliminary Geologic Radon Potential Assessment of Puerto Rico* (USGS, 1993), the Commonwealth of Puerto Rico exhibits generally low indoor radon levels, and a survey of radon concentrations of offices, housing units, schools and other buildings was conducted by the DoD between 1989 and 1992 on federal military reservations in Puerto Rico, including the former NSRR. Indoor radon levels ranged from 0.0 to 1.9 picoCuries/Liter (pCi/L), well below the current EPA residential indoor radon screening action level of 4 pCi/L. The majority of the reservations, including NAPR, are situated on coastal plains, so the low indoor radon levels were not unexpected.

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6. Threatened and Endangered Species

As shown on the aerial photograph in Exhibit I, breeding habitat for the endangered yellow-shouldered blackbird has been identified on the Subject Property. The Commonwealth of Puerto Rico has committed to zoning 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 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, 2006b), the Navy has determined that the disposal of the former NSRR and transfer of the property to future owners is not likely to adversely affect federally-listed species and would not result in adverse modification of designated critical habitat within the project area. The U.S. Fish and Wildlife Service concurred with this determination in a letter dated April 7, 2006.

5.0 REQUIREMENTS APPLICABLE TO PROPERTY TRANSFER

A. NEPA Compliance

In accordance with National Environmental Policy Act (NEPA) requirements, an Environmental Assessment and Finding of No Significant Impact (FONSI) have been prepared and executed in connection with the planned disposal and reuse of NAPR. The FONSI was signed on April 10, 2007.

B. Hazardous Substance Notice

In accordance with Section 120(h)(3)(A)(i) of CERCLA, all deeds transferring federal property must provide notice as to those hazardous substances which it is known, based on a complete search of agency files, were stored for one year or more, released or disposed on the Subject Property in excess of those reportable quantities specified under 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

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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 Covenants

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, where required, by 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. These covenants will not apply to any remedial action(s) required on the property to the extent that an act or omission of the transferee results in a new release of hazardous substances.

D. CERCLA Access Clause

In accordance with CERCLA Sections 120(h)(3)(A)(iii) and 120(h)(4)(D)(ii), as required, the deed transferring the Subject Property shall contain a clause granting to the United States, its officers, agents, employees, contractors, and subcontractors the right to enter upon the transferred property in any case that remedial or corrective action is found to be necessary after the date of transfer. The right to enter to be set forth shall include the right to conduct annual physical inspections, tests, investigations, long term monitoring, 5-year reviews, and surveys, including, where necessary, drilling, test pitting, boring, and other similar activities. Such right shall also include the right to construct, operate, maintain, or undertake any other response or remedial action as required or necessary, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. The United States retains the authority to enter to conduct investigations on adjacent parcels as well as the parcel subject to the transfer. These access rights are in addition to those granted to Federal, state, and local authorities under applicable environmental laws and regulations.

E. Land and Groundwater Restrictions

The Navy will transfer all of the Subject Property without restrictions.

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F. Environmental Compliance Agreements / Permits / Orders

On January 29, 2007, the Navy and EPA voluntarily entered into a Consent Order that set out the Navy's corrective action obligations under RCRA and replaced the 1994 RCRA permit as the document memorializing these obligations concerning NAPR. None of the five RCRA SWMUs on the Subject Property have cleanup work remaining to be completed under the terms of the Consent Order. Detailed descriptions of all five SWMUs are provided in the ECP Report, while summary descriptions and their current status are provided in Table 2 (Exhibit E).


G. Notification to Regulatory Agencies / Public

In accordance with DoD guidance, EPA Region 2 and Puerto Rico EQB have been advised of the proposed transfer of the Subject Property, and copies of the ECP Report, CERFA Report, and Draft FOST were provided to those agencies for review and comment. Navy responses to EPA and EQB review comments on the draft version of this FOST are provided in Exhibit 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 covenants that will be contained in the deed, the Subject Property is suitable for transfer.

Date 10/25/2010



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

Exhibit A

References

**FINDING OF SUITABILITY TO TRANSFER
SCIENCE PARK (PARCEL 52)
NAVAL ACTIVITY PUERTO RICO**

REFERENCES

Baker (Michael Baker Jr., Inc.), 2005. "Final Asbestos Inspection Report for Naval Activity Puerto Rico, Ceiba, Puerto Rico". Moon Township, Pennsylvania.

Baker (Michael Baker Jr., Inc.), 2010. "Final Annual Land Use Control Status Report for Naval Activity Puerto Rico, EPA ID No. PR2170027203, Ceiba, Puerto Rico". Moon Township, Pennsylvania.

CBRE et al. (CB Richard Ellis Consulting, Cooper Robertson & Partners, Moffatt & Nichol, Puerto Rico Management & Economic Consultants, Inc.), 2004. "Naval Station Roosevelt Roads Reuse Plan".

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EPA (U.S. Environmental Protection Agency), 2007. "RCRA § 7003 Administrative Order on Consent, In the Matter of United States, The Department of the Navy, Naval Activity Puerto Rico, formerly Naval Station Roosevelt Roads, Puerto Rico, EPA Docket No. RCRA-02-2007-7301".

GMI (Geo-Marine, Inc.), 2005. "Draft Report, Parcel Map for the Disposal of Naval Activity Puerto Rico". Hampton, Virginia.

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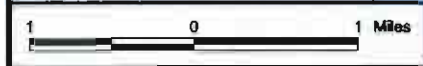
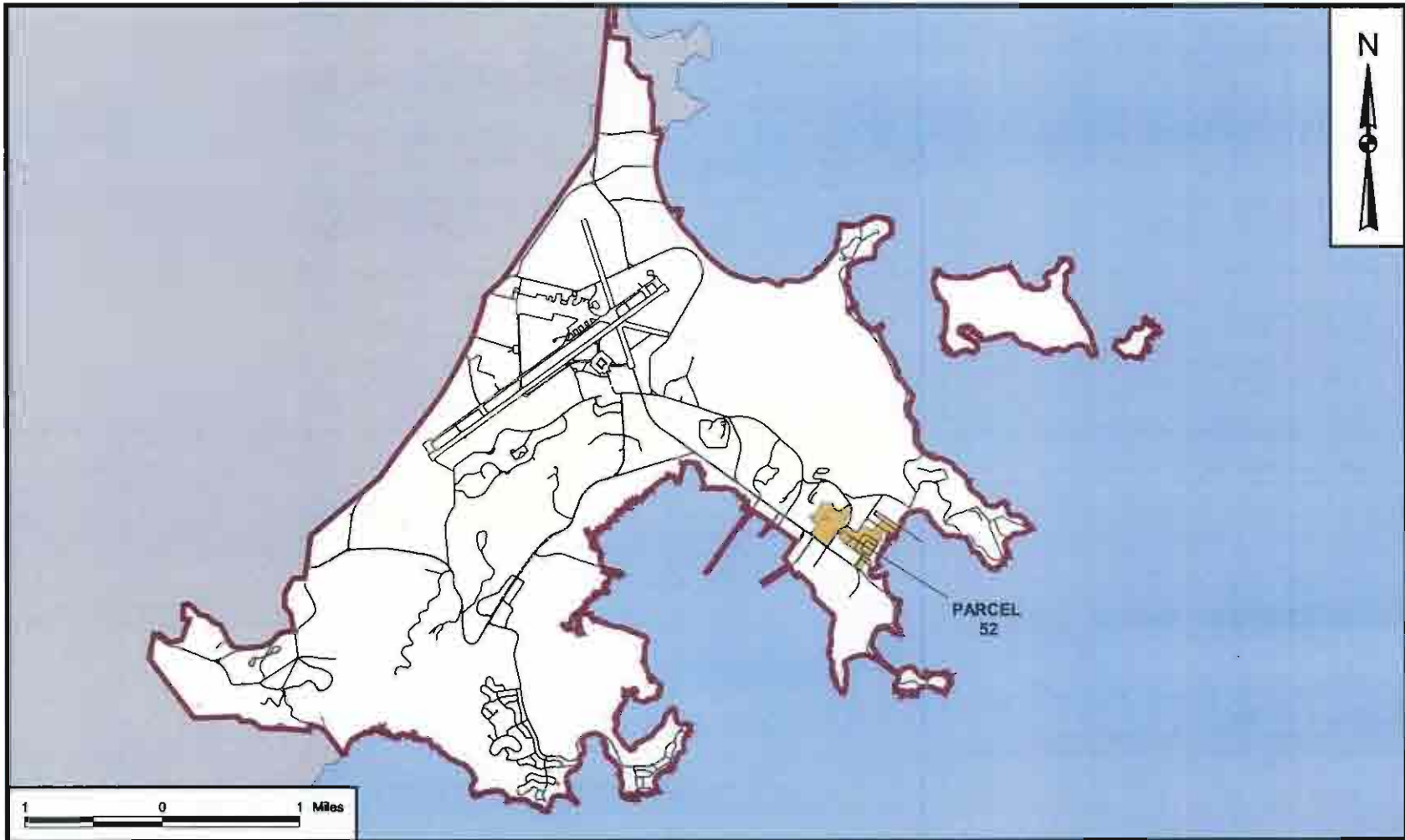
Navy (Department of the Navy [DON], Base Realignment and Closure [BRAC] Program Management Office [PMO] Southeast), 2006a. "CERFA Identification of Uncontaminated Property, Former Naval Station Roosevelt Roads, Puerto Rico". North Charleston, South Carolina.

Navy (Naval Facilities Engineering Command Atlantic), 2006b. "Biological Assessment for the Disposal of Naval Station Roosevelt Roads/Naval Activity Puerto Rico Final Report". Norfolk, Virginia.

Navy (DON BRAC PMO Southeast), 2010. "Finding of Suitability to Lease, Carve-Outs Within Sale Parcel III - Forrestal, Naval Activity Puerto Rico, Ceiba, Puerto Rico". North Charleston, South Carolina.

USGS (U.S. Geological Survey), 1993. Open File Report 93-292-K, "Preliminary Geologic Radon Potential Assessment of Puerto Rico".

Exhibit B
Vicinity Map



DRAWN BY	DATE
S. STROZ	12/28/09
CHECKED BY	DATE
L. ANDERSON	08/23/10
REVISED BY	DATE
T. WHEATON	08/23/10
SCALE AS NOTED	



PARCEL 52
 (SCIENCE PARK)
 NAVAL ACTIVITY PUERTO RICO
 CEIBA, PUERTO RICO

CONTRACT NUMBER 0043	
APPROVED BY —	DATE —
APPROVED BY —	DATE —
DRAWING NO. —	REV 0

Exhibit C

Aerial Photograph and Wastewater Collection System Map



Aerial Photograph of Science Park



Notes
 1.) SWMU 38 (Sanitary and Storm Sewer Systems) not shown.
 2.) SWMUs 31 and 32 and AOC F (MNA 124 and MNA 2842) are in the Sale Parcel III Lease Area, and not part of the Science Park conveyance.

DRAWN BY	DATE
J. ENGLISH	05/21/10
CHECKED BY	DATE
L. ANDERSON	08/23/10
REVISED BY	DATE
J. ENGLISH	09/24/10
SCALE AS NOTED	



PARCEL 52 AERIAL PHOTOGRAPH
 (SCIENCE PARK)
 NAVAL ACTIVITY PUERTO RICO
 CEIBA, PUERTO RICO

Legend

	SWMU Boundary
	Parcel Boundary

CONTRACT NUMBER	
APPROVED BY	DATE
APPROVED BY	DATE
FIGURE NO.	REV
	0

Exhibit D
Survey Maps



SURVEY NOTES:

- BOUNDARY SURVEY PREPARED BY TRANSYSTEMS CORPORATION FROM FIELD DATA COLLECTED IN JANUARY 2004. FIELD PROCEDURES, CALCULATIONS AND FINAL PLAT HAVE BEEN REVIEWED FOR CONTENT BY LUIS BERRIOS MONTES & ASSOCIATES OF VEDA BATA, PUERTO RICO.
- HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO THE PUERTO RICO/HIGH ISLAND STATE PLANE COORDINATE SYSTEM, NAD 83 (1997 ADJUSTMENT). HORIZONTAL COORDINATES WERE DERIVED USING DUAL FREQUENCY GPS RECEIVERS AND ARE REFERENCED TO NATIONAL GEODESIC SURVEY MONUMENTS (NAD 83 AD9977), FAJARDO (PD AD9984), HUANUCO 2 (PD AD9986) AND NO BRITON (PD AD9983).
- 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. MAFAC DRAWING NO. 4322009 DATED FEB 15, 2005.
- PLANIMETRIC DATA AND SHORILINE PROVIDED BY HOGGARD CURIE ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY: AERO-DYNAMICS CORPORATION CHARLOTTE, N.C. SURVEY FLOWN FEBRUARY 1998.
- DUE TO THE SPECIALIZED USAGE OF THE SUBJECT PROPERTY THROUGH VARIOUS REGULATORS ARE UNAVAILABLE AS A SINE QUA NON CONDITION, ALL FUTURE RECIPIENTS OF THIS SUBJECT PROPERTY BY SUBSEQUENT SMALL RECOGNIZE THE BOUNDARY OF THESE LOTS WITH REGARD TO THE TERRESTRIAL-MARINE ZONING REGULATIONS, THE PUBLIC ACCESS TO PROPERTY, UNASSIGNED TO OTHER FEDERAL AGENCIES THERE REMAIN STATUS QUAO.

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 I HAD BEEN MADE BY ME.

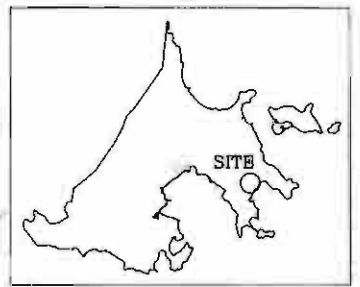
Date: 1/26/06

Luis Berrios Montes
LUIS BERRIOS MONTES
 Surveyor License No. 6089

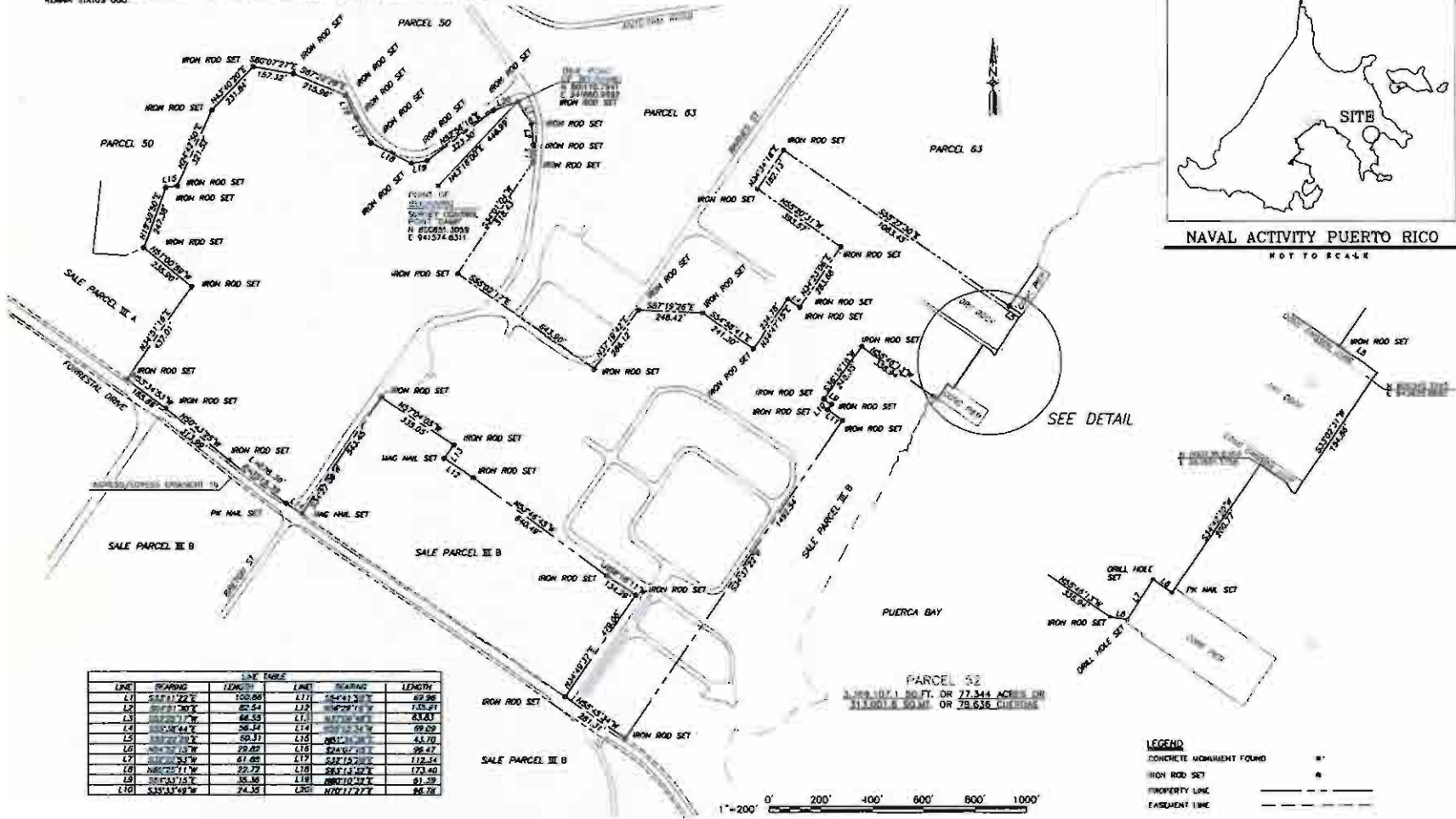
LUIS BERRIOS MONTES
 101 Plaza Pura 870-1100 / 260-3300 Fax 870-1100
 576 Avenida de America 10100, San Juan, PR 00906



LOCATION MAP
NOT TO SCALE



NAVAL ACTIVITY PUERTO RICO
NOT TO SCALE



LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S77°11'22"E	100.00	L71	S5°41'57"E	82.96
L2	S81°11'00"E	82.54	L72	S6°29'17"E	73.81
L3	S82°21'17"W	66.53	L73	N17°10'00"W	63.83
L4	S82°47'54"E	58.54	L74	S89°15'24"E	60.09
L5	S82°10'12"E	50.31	L75	N85°12'30"E	44.70
L6	N82°10'13"W	39.82	L76	S74°51'31"E	98.47
L7	S81°20'24"W	61.60	L77	S37°18'20"E	112.54
L8	N81°20'31"W	72.72	L78	S87°14'42"E	173.40
L9	S81°34'15"E	55.86	L79	N89°10'52"E	21.39
L10	S33°34'59"W	74.35	L80	N71°12'22"E	86.78

TRANSYSTEMS CORPORATION
 Team Point Center
 101 Plaza Pura, Suite 870
 San Juan, Puerto Rico 00906
 Phone: 870-1100 / 260-3300
 Fax: 870-1100 / 260-3300

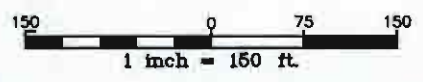
ATLANTIC DIVISION
 NAVAL ACTIVITY PUERTO RICO
 UNITED STATES GOVERNMENT PROPERTY
 FORMER NAVAL STATION ROOSEVELT ROADS
PARCEL 52

DATE: 1/26/06
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 SCALE: AS NOTED
 SHEET NO. 1 OF 1

SWMU 31+32



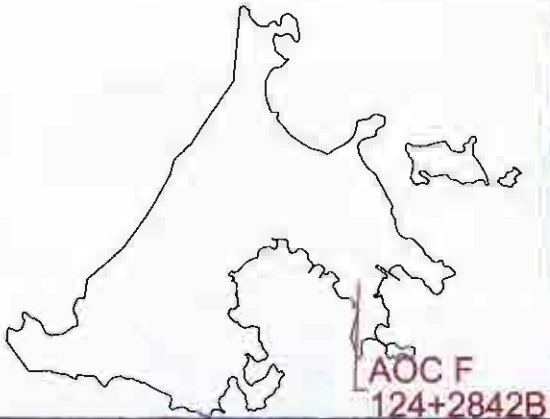
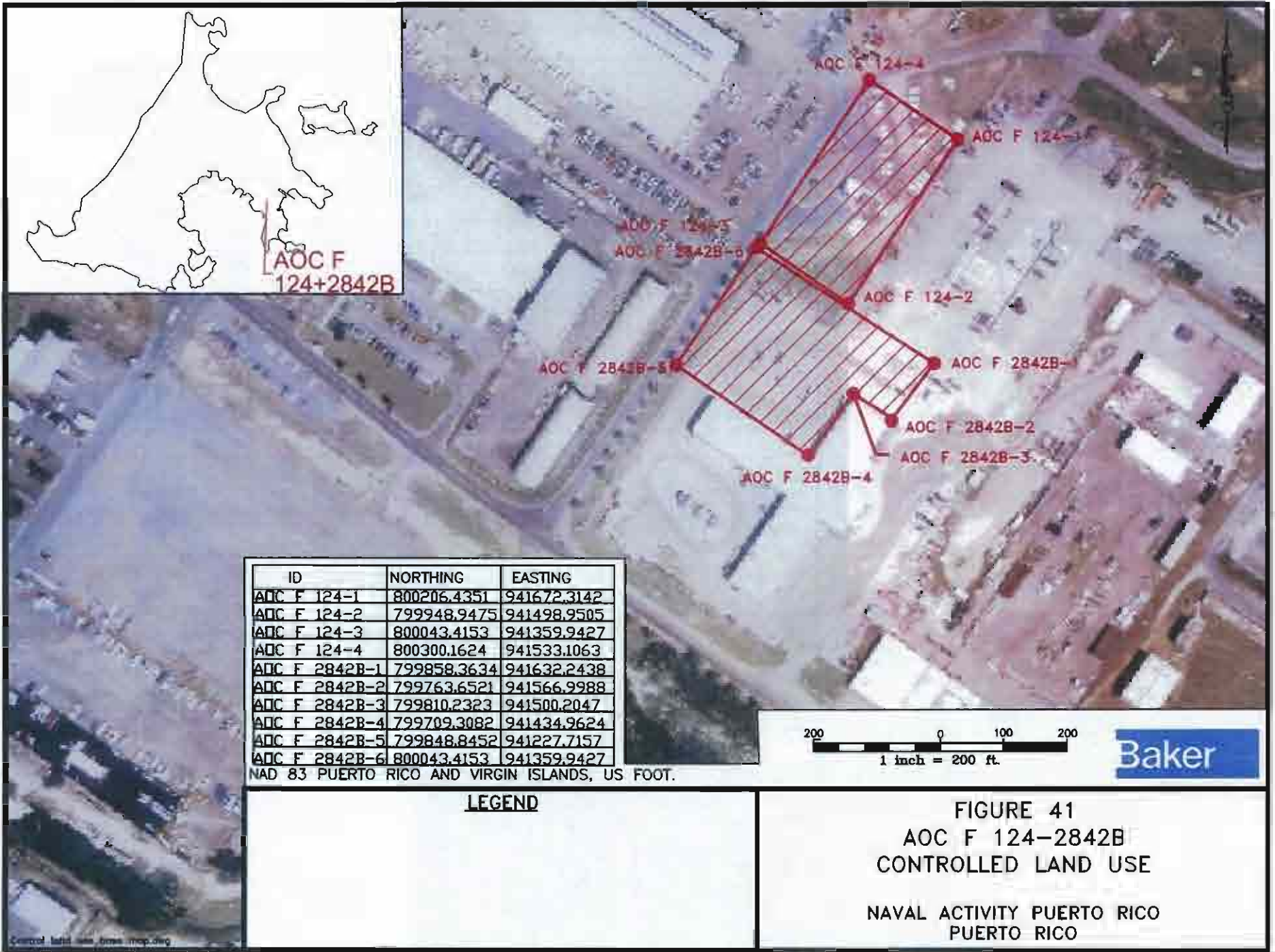
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31-2	800621.0194	940993.4027
31-3	800678.1852	940905.221
31-4	800659.13	940891.7157
31-5	800662.3058	940884.5658
31-6	800619.4315	940855.9664
31-7	800656.7481	940797.973
31-8	800744.0847	940848.8166
31-9	800771.0796	940900.4545
31-10	800784.5771	940944.1482



- LEGEND**
- SWMU BOUNDARY
 - LAND USE CONTROL AREA
- LAND USE CONTROLS**
- RESIDENTIAL USE PROHIBITED
 - SOIL DISTURBANCE RESTRICTED

FIGURE 17
SWMU 31 AND 32
CONTROLLED LAND USE

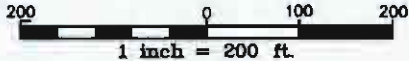
NAVAL ACTIVITY PUERTO RICO
 PUERTO RICO



AOC F
124+2842B

ID	NORTHING	EASTING
AOC F 124-1	800206.4351	941672.3142
AOC F 124-2	799948.9475	941498.9505
AOC F 124-3	800043.4153	941359.9427
AOC F 124-4	800300.1624	941533.1063
AOC F 2842B-1	799858.3634	941632.2438
AOC F 2842B-2	799763.6521	941566.9988
AOC F 2842B-3	799810.2323	941500.2047
AOC F 2842B-4	799709.3082	941434.9624
AOC F 2842B-5	799848.8452	941227.7157
AOC F 2842B-6	800043.4153	941359.9427

NAD 83 PUERTO RICO AND VIRGIN ISLANDS, US FOOT.



LEGEND

FIGURE 41
AOC F 124-2842B
CONTROLLED LAND USE
 NAVAL ACTIVITY PUERTO RICO
 PUERTO RICO

Control land use from map.org

Exhibit E
Tables

Table 1
Naval Activity Puerto Rico
Parcel 52 (Science Park) FOST
Facilities List

Facility #	Former User	Name	Area	Unit	Yr Built
29	NSWU-4	SEAL TEAM BUILDING	3116	SF	1943
30	EOD	EOD OPNS BLDG	13086	SF	1943
31	PWD	PUBLIC WORKS DEPARTMENT	120640	SF	1943
111	SUPPLY	DOPE-THINNER WAREHOUSE	455	SF	1954
281	NSWU-4	NSWU-4 PIER/HELO PAD	-	-	1943
367	PWD	LAWNMOWER HEAVY EQUIP SHOP	648	SF	1956
844	NSWU-4	BOLLES WETSLIP/SM CRFT BERTH	12366	-	1943
1026	PWD	AUTOMOTIVE MAINTENANCE SHOP	158	SF	1960
1205	MULTI	NAVSTARR QTRDECK/SUPP/ADP	24864	SF	1968
1207	SUPPLY	SUPPLY DEPT WHRSE & ADDITION	80170	SF	1968
1683	PWD	PW MAINT STORAGE	4000	SF	1970
1784	PWD	LAWN MOWER SHOP BY B#31	960	SF	1971
1963	PWD	PW VEH WASH RACK	1104	SF	1970
1977	PWD	POTABLE WATER PUMP HOUSE	208	SF	1978
2022	PWD	VEHICLE PAINT BOOTH	1380	SF	1958
2169	PWD	PAINT STORAGE ADJ: B#1683	240	SF	1981
2234	DIVERS	HYPERBARIC/WTRFRNT SVCE BLDG	3358	SF	1986
2275	NSWU-4	UDT BOATSHOP	4000	SF	1988
2276	NSWU-4	UDT ADMIN/ARMORY BLDG	4960	SF	1988
2277	NSWU-4	WEIGHT ROOM/LOUNGE UDT	3000	SF	1988
2281	NSWU-4	UDT ISOLATION/MEDICAL BLDG	4000	SF	1988
2282	NSWU-4	CLASSRM/SUPP/OPRTN'L	3000	SF	1988
2308	PWD	BUS SHELTER BY B#1205	190	SF	1990
3006	CB	POLICE STATION	1248	SF	1969
3014	CB	ARMORY PAVILION	900	SF	-
3015	CB	DISPENSARY/DENTAL	2400	SF	1969
3016	CB	OPERATIONS/ENGINEERING OFFICE	1920	SF	1969
3017	CB	CONF ROOM/MAS CHIEF/QC & P&E	1920	SF	1969
3018	CB	ADMIN OFFICE	1920	SF	1969
3019	CB	ADMIN/PHOTO OFFICE	1920	SF	1969
3020	CB	POST OFFICE/BARBER SHOP	920	SF	1969
3021	CB	COMM STA/ELEC MAINT	920	SF	1969
3022	CB	CHARLIE COMPANY OFFICE	920	SF	1969
3023	CB	CHAPEL	920	SF	1969
3046	CB	E.M. DINING FACILITY	9600	SF	1969
3047	CB	LAUNDRY/BOILER ROOM	2768	SF	1969
3070	CB	1ST CLASS LOUNGE	960	SF	1969
3071	CB	NEX STORE	2220	SF	1969
3079	CB	CLASSROOM	960	SF	1969
3080	CB	RECREATION CENTER	960	SF	1969
3081	CB	E.M. BERTHING	960	SF	1969
3082	CB	E.M. BERTHING	960	SF	1969
3083	CB	CPO GALLEY	960	SF	1969
3084	CB	CPO LOUNGE	960	SF	1969
3119	CB	WEATHER SHELTER	112	SF	1982

Table 1
Naval Activity Puerto Rico
Parcel 52 (Science Park) FOST
Facilities List

Facility #	Former User	Name	Area	Unit	Yr Built
3128	CB	BUS STOP SHELTER	280	SF	1969
3144	CB	SOILS LABORATORY	1000	SF	1978
3148	CB	MLO LUMBER STORAGE	4375	SF	1982
3152	CB	PEST CONTROL BUILDING	324	SF	1983
3160	CB	PHONE PAVILION	243	SF	1984
3166	CB	BRAVO CARPENTER SHOP	5706	SF	1985
3168	CB	CBLANT DET OFFICE	1056	SF	1986
3180	CB	BEQ 1B	38002	SF	1989
3181	CB	BEQ 1A	38002	SF	1989
3190	CB	UT SHOP BRAVO CO	5706	SF	1985
3192	CB	SEA BEES SUPPLIES WAREHOUSE	11200	SF	-
3195	CB	WEAPONS CLEANING SHELTER	960	SF	-

List based on 2003 NAPR base map (Base map - PREnew 11-2003.pdf), July 2001 Building Utilization List, List

- Information not available or unknown

BEQ Bachelor Enlisted Quarters
CB Construction Battalion
EOD Explosive Ordnance Disposal
MLO CB Storage Warehouse
MULTI Multiple Users
NSWU Naval Special Warfare Unit
PWD Public Works Department
SUPPLY Supply Department
UDT Underwater Demolition Team

Table 2
 Naval Activity Puerto Rico
 Parcel 52 (Science Park) FOST
 Solid Waste Management Units Summary and Status
 Page 1 of 2

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
Science Park	19	Pesticide Waste Storage (Bldg. 121) A concrete, bunker-like building used to hold surplus and discarded pesticides for indefinite, long-term storage. The building was demolished in 1998.	2	CAC w/out Controls [#]	Clean closed pursuant to requirements of 1994 RCRA Permit. Closure report was submitted in 1994 and approved by EPA.	NA	None	NA	None
Basewide	38	Sanitary and Storm Water Sewer Systems. Below ground sanitary and storm sewer systems.	3	CAC w/out Controls [#]	No Further Action determination from 1994 Part B Permit carried over to Consent Order. No knowledge or evidence of systematic and routine releases of hazardous wastes. An RFI was not required. The "CAC w/out Controls" shown for SWMU 38 is contingent, under the 2007 RCRA Consent Order between the Navy and EPA, on the Navy fully addressing any releases that may have impacted the sanitary and/or storm 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
Science Park	41	Pesticide Storage Area Wash Pad (Bldg. 3152) Former open-air, curbed concrete pad used as wash pad to rinse off pesticide control equipment. Discharge point for the wash waters was not determined in RCRA Facility Assessment. Discharge was later demonstrated to pass through a permitted outfall.	2	CAC w/out Controls [#]	No Further Action determination from 1994 Part B Permit. No RFI was required. Visual site re-inspection of unit was conducted during ECP field work; no evidence of release was observed.	NA	None	NA	None
Science Park	50	Drum Storage Area (Bldg. 3166) Open air, fenced area at the southwest corner of Building 3166, where several 55-gallon drums and other assorted materials were stored, either directly on the ground, or on pallets. This unit was first identified during the 1993 follow-up inspection. Materials stored here were product, and there is no indication of systematic and routine spills of hazardous constituents. Currently, the fenced area is no longer 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 site was conducted during ECP field work; no evidence of release was observed.	NA	None	NA	None
Science Park	72	Public Works Department (Bldg. 31) SWMU 72 immediately surrounds Building 31, the Public Works Department. The majority of the area is covered by pavement and the outer reaches covered by gravel/dirt. The area surrounding the building is best described as a level parking/storage lot. Records review identified historic small spills, stains, and stressed vegetation associated with activities including facility, vehicle, and equipment maintenance and refueling.	1	CAC w/out Controls [#]	The ECP Phase III did not find any indication of a release. Note that SWMU 31/32 is co-located with this area, and a CMI is planned for SWMU 31/32. The Consent Order designated this SWMU as 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									
* Corrective Action Complete (CAC) w/out Controls indicates no land use controls are required and unrestricted use is allowed.									

Table 3
Naval Activity Puerto Rico
Parcel 52 (Science Park) FOST
OWS, AST, and UST List

Number	Type	Location or User	Capacity	Material Stored	Year Installed	Year Removed
31	OWS	Public Works Department Transportation	-	-	-	-
3152	OWS	SeaBees Camp - Bravo Company	-	-	-	-
31-1	AST	Public Works Department	2,000	Used Oil	-	-
31-2	AST	Public Works Department	2,000	Used Oil	-	-
1205	AST (Vaulted)	Public Works Department	1,000	Diesel	-	-
1207	AST (Dike)	Public Works Department	1,000	Diesel	-	-
3047	AST (Vaulted)	Camp Moscrip	1,000	Diesel	-	-
3138	AST (Vaulted)	Camp Moscrip	1,000	Diesel	-	-
31A (Esso)	Former UST	Bldg 31	8,000	Mogas	-	2002
31B (Esso)	Former UST	Bldg 31	10,000	Mogas	-	2002
31C (Esso)	Former UST	Bldg 31	6,000	Diesel	-	2002
3180	UST	BEQ 1B	1,000	Diesel	1996	NA
3181	UST	BEQ 1A	1,000	Diesel	1996	NA

- Information not available or unknown

AST Aboveground Storage Tank
 BEQ Bachelor Enlisted Quarters
 NA Not Applicable
 OWS Oil-Water Separator
 UST Underground Storage Tank

Table 4
Naval Activity Puerto Rico
Parcel 52 (Science Park) FOST
Asbestos-Containing Material Inspection Results

Facility #	Name	ACM Identified	Comments
29	SEAL TEAM BUILDING	N	
30	EOD OPNS BLDG	Y	
31	PUBLIC WORKS DEPARTMENT	Y - Hazard	2 linear ft of FAD thermal pipe insulation - removed July 2009
111	DOPE-THINNER WAREHOUSE	N	
281	NSWU-4 PIER/HELO PAD	NI	
367	LAWNMOWER HEAVY EQUIP SHOP	N	
844	BOLLES WETSLIP/SM CRFT BERTH	NI	
1026	AUTOMOTIVE MAINTENANCE SHOP	N	
1205	NAVSTARR QTRDECK/SUPP/ADP	Y	
1207	SUPPLY DEPT WHRSE & ADDITION	Y	
1683	PW MAINT STORAGE	Y	
1784	LAWN MOWER SHOP BY B#31	N	
1963	PW VEH WASH RACK	NI	
1977	POTABLE WATER PUMP HOUSE	N	
2022	VEHICLE PAINT BOOTH	N	
2169	PAINT STORAGE ADJ: B#1683	NI	
2234	HYPERBARIC/WTRFRNT SVCE BLDG	N	
2275	UDT BOATSHOP	N	
2276	UDT ADMIN/ARMORY BLDG	N	
2277	WEIGHT ROOM/LOUNGE UDT	Y	
2281	UDT ISOLATION/MEDICAL BLDG	N	
2282	CLASSRM/SUPP/OPRTN'L	Y	
2308	BUS SHELTER BY B#1205	N	
3006	POLICE STATION	NI	Could not be accessed.
3014	ARMORY PAVILION	NI	
3015	DISPENSARY/DENTAL	Y	
3016	OPERATIONS/ENGINEERING OFFICE	Y	
3017	CONF ROOM/MAS CHIEF/QC & P&E	Y	
3018	ADMIN OFFICE	N	
3019	ADMIN/PHOTO OFFICE	Y	
3020	POST OFFICE/BARBER SHOP	Y	
3021	COMM STA/ELEC MAINT	N	
3022	CHARLIE COMPANY OFFICE	N	
3023	CHAPEL	N	
3046	E.M. DINING FACILITY	N	
3047	LAUNDRY/BOILER ROOM	Y	
3070	1ST CLASS LOUNGE	Y	
3071	NEX STORE	Y	
3079	CLASSROOM	Y	
3080	RECREATION CENTER	Y	
3081	E.M. BERTHING	Y	
3082	E.M. BERTHING	Y	
3083	CPO GALLEY	Y	
3084	CPO LOUNGE	Y	
3119	WEATHER SHELTER	Y	
3128	BUS STOP SHELTER	N	
3144	SOILS LABORATORY	N	
3148	MLO LUMBER STORAGE	N	
3152	PEST CONTROL BUILDING	Y	
3160	PHONE PAVILION	N	
3166	BRAVO CARPENTER SHOP	Y	
3168	CBLAN'T DET OFFICE	N	
3180	BEQ 1B	N	
3181	BEQ 1A	N	
3190	UT SHOP BRAVO CO	N	
3192	SEA BEES SUPPLIES WAREHOUSE	N	
3195	WEAPONS CLEANING SHELTER	N	

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



Exhibit F
CERFA Concurrence

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


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

In summary, all NAPR property not otherwise identified as sites belonging to Categories 2 or 3 are classified as "CERFA Clean" (i.e. uncontaminated) as defined in CERFA [§9620 (h)(4)(A)]. The bulk of the NAPR acreage is classified as such. Of the approximately 8,400 acres of NSRR property, about 7,000 acres have been identified as "CERFA Clean" (i.e., Category 1). Figure 1 depicts the results of this classification.

Included in the CERFA Clean classification are a total of 14 SWMUs. Ten of these SWMUs were identified by EPA in the 1994 RCRA Part B permit, and an additional four sites were identified by the ECP. All 14 of these sites were originally identified based on a suspected release or disposal activity, but subsequent investigations determined that no release or disposal activity occurred. EPA has indicated their concurrence with this determination in the draft §7003 Order on Consent by designating each of these sites as having achieved "corrective action complete without controls" designation. The SWMUs and ECP sites designated as CERFA Clean are SWMUs 5, 15, 20, 21, 22, 47, 48, 49, 50, 52, 63 (ECP 9), 64 (ECP 10), 65 (ECP 11), and 66 (ECP 12). These sites are presented in Table 1.

The remaining property has been classified as Category 2 or 3 and as such is not qualified for designation as CERFA Clean.

Submitted

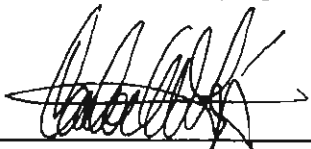


R. DAVID CRISWELL, P. E.
BRAC Environmental Coordinator

4/27/06
Date

Concurrence

Concurrence with CERFA Identification of Uncontaminated Property is indicated by signature below. This concurrence applies only to the identification of "CERFA Clean" (i.e. uncontaminated) property, identified in this document as ECP Category 1.



Carlos Lopez Freytes, President
Environmental Quality Board
Commonwealth of Puerto Rico

8/11/06
Date

Exhibit G

**Asbestos-Containing Materials Hazard Disclosure
and Acknowledgment Form**

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

ASBESTOS WARNING STATEMENT

YOU ARE ADVISED THAT CERTAIN BUILDINGS WITHIN THE SCIENCE PARK PARCEL 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).

ACKNOWLEDGMENT

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 Parcel 52 (Science Park), 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 H

**Lead-Based Paint Hazard Disclosure
and Acknowledgment Form**

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

LEAD WARNING STATEMENT

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

ACKNOWLEDGMENT

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 the *Finding of Suitability to Transfer, Parcel 52 (Science Park), 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 I

Threatened and Endangered Species Conservation Measures



THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 52

Common Name—Science Park

Conveyance—EPC

Neighboring Parcel(s)—40, 48, 50, 51, 53, 55, 59, 63

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.
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 Index 52

Common Name: Science Park
Conveyance: EDC
Neighboring Parcel(s): 40, 48, 50
51, 53, 55, 59, 63

Legend

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



August 18, 2005

1 inch equals 410 Feet



Parcel Index 52

Common Name: Science Park
Conveyance: EDC
Neighboring Parcel(s): 40, 48, 50
51, 53, 55, 59, 63

Legend

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

August 18, 2005



1 inch equals 410 Feet





Exhibit J

CERCLA Hazardous Substance Notice and Response Action Summary

Naval Activity Puerto Rico
Science Park Parcel 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 Hazardous Waste No.	Quantity Stored	Date of Storage	Quantity Released	Date of Release	Response Actions Taken
31	Public Works Department	Solvents, cleaning solutions, degreasers, POLs	---	---	Various - not fully known	Unknown	1940s-2004	Unknown	Unknown	---
		Methyl Ethyl Ketone	78933	2-Butanone; MEK	U159	Unknown	1940s-2004	Unknown	Unknown	---
		Hazardous Waste Accumulation Area (HWAA) - see SWMUs 17 & 18	---	---	Various - not fully known	---	---	---	---	---
SWMU 17	DRMO HW Storage Facility (non-flammable wastes) - not on Subject Property, but received wastes from Public Works Department.	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)	---	---	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	---	---	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-hexahydro-	U038	Unknown	1980-2004	Unknown	Unknown	---		

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CERCLA Hazardous Substance Notice/Response Action Summary
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Bldg or Facility ID	Description	Substance Name	CAS Registry Number	40 CFR 302.4 Regulatory Synonyms	RCRA Hazardous Waste No.	Quantity Stored	Date of Storage	Quantity Released	Date of Release	Response Actions Taken
		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	7783188	--	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	--
		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	Trichloromonfluoro- 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	--	--	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	--
		Various ignitable hazardous wastes	--	--	Various	Capacity = 2,600 gals	1980-2004	Unknown	Unknown	--

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Bldg or Facility ID	Description	Substance Name	CAS Registry Number	40 CFR 302.4 Regulatory Synonyms	RCRA Hazardous Waste No.	Quantity Stored	Date of Storage	Quantity Released	Date of Release	Response Actions Taken
SWMU 18	DRMO Ignitable Storage Facility - not on Subject Property, but received wastes from Public Works Department.	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	---
		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	---		

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Bldg or Facility ID	Description	Substance Name	CAS Registry Number	40 CFR 302.4 Regulatory Synonyms	RCRA Hazardous Waste No.	Quantity Stored	Date of Storage	Quantity Released	Date of Release	Response Actions Taken
		Miscellaneous Waste Ignitables	--	---	D001	Unknown	1980-2004	Unknown	Unknown	--
		Misc. Non-Halogenated Solvents	--	---	F003, F005	Unknown	1980-2004	Unknown	Unknown	---
		Misc. Petroleum, Oils & Grease contaminated with Oils	--	---	D001, F001, D007, D008	Unknown	1980-2004	Unknown	Unknown	--
		Outdated pesticides	--	---	Unknown	Unknown	1980-1996	Unknown	Unknown	--
Bldg 121 SWMU 19	Pesticide Waste Storage	Waste solvents	--	---	Various - not fully known	Unknown	1982 - ?	Unknown	Unknown	---
Bldg 3152 SWMU 41	SeaBee Pesticide Storage Area Wash Pad	Solvents	--	---	Various - not fully known	Unknown	1970s - ?	Unknown	Unknown	--

Exhibit K
Responses to Comments

**Navy Responses to U.S. Environmental Protection Agency (EPA)
Review Comments on the
Draft Finding of Suitability to Transfer
Parcel 52 (Science Park)
Naval Activity Puerto Rico**

EPA has completed its review of the Draft Finding of Suitability to Transfer (FOST) Parcel 52 (Science Park), transmitted to EPA and the Puerto Rico Environmental Quality Board (EQB) on behalf of the Navy, by Robert F. Simcik's (of Tetra Tech NUS Inc.) letter of August 30, 2010.

EPA has the following comments on the Draft FOST:

- 1) Section 4.0 A (Hazardous Substance Contamination) beginning on page 5 states that the 2007 Consent Order designated all five SWMUs (19, 38, 41, 50, and 72) on the Subject Property as Corrective Action Complete without Controls and required no further action. It is EPA's understanding that these Corrective Action Complete without Controls determinations were based on an industrial usage scenario. Since it is indicated in Section 3.0 (Past Use and Proposed Reuse) that "An April 2010 addendum to the Reuse Plan indicates the Subject Property will be in portions of areas with the following types of uses – mixed use (retail and upper floor residential), hotel, and lodging, golf course, and retail/restaurant/entertainment district", the Corrective Action Complete without Controls determinations made for the above five SWMUs must now be reevaluated based on the April 2010 proposed future usage scenarios. Therefore, please revise Section 4.0 A to clearly indicate whether the cited Corrective Action Complete without Controls determinations are based on industrial or unrestricted site usages.

Also, within 35 days of your receipt of this letter, please submit either documentation that those determinations are based on unrestricted site usage, or a schedule for completing revised risk assessment evaluations to determine if Corrective Action Complete without Controls determinations are appropriate for the above five SWMUs based on the April 2010 proposed future usage scenarios. Please note that under current EPA policy human health risk evaluations must include an evaluation of the potential risk posed by the vapor intrusion pathway.

Navy Response:

As discussed during the September 16, 2010 conference call between personnel from the Navy BRAC Program Management Office (PMO) Southeast, USEPA Region 2, and Michael Baker, Jr. Inc., and as documented in a letter dated September 21, 2010 from BRAC PMO Southeast to USEPA Region 2, the Navy believes these SWMUs are suitable for unrestricted use because they are designated as Corrective Action Complete "without Controls" in the Consent Order. Thus, no changes to the FOST related to this comment will be necessary.

- 2) Section 4.0 B (Petroleum Contamination) must be revised to clearly indicate that those portions of AOC F that are located on the Subject Property are subject to clean-up

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requirements under the 2007 Consent Order.

Navy Response:

The FOST text has been clarified to make it clearer that the AOC F site (MNA 124) formerly in the Science Park parcel has been carved out of and is no longer part of the Subject Property, that this carve-out will become part of the Sale Parcel III lease area, that the AOC F carve-out remains subject to cleanup requirements under the Consent Order, and that long-term monitoring data indicate that groundwater contamination associated with both the AOC F carve-out and the other AOC F site (MNA 2842) that adjoins the Subject Property is not expected to migrate onto the Subject Property.

- 3) Section 5.0 F (Environmental Compliance Agreements/Permits/Orders) must be revised to clearly indicate that AOC F sites on the Subject Property are subject to clean-up requirements under the 2007 Consent Order, and also indicate that revised risk assessment evaluations will need to be implemented for the five SWMUs on the Subject Property based on the April 2010 proposed future usage scenarios.

Navy Response:

See Navy responses to Comments 1 and 2.

- 4) Table 2 (Solid Waste Management Units and Areas of Concern Summary and Status) must be revised as follows:

- a) to list those portions of AOC F (MNA Sites) located on the Subject Property; and

Navy Response:

See Navy response to Comment 2.

- b) to include a footnote or annotation define the term CAC w/out controls.

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Navy Response:

A footnote has been added to Table 2 stating "Corrective Action Complete (CAC) w/out Controls indicates no land use controls are required and unrestricted use is allowed."

5) Exhibit J (CERCLA Hazardous Substance Notice...) needs to be revised as follows:

- a) the term AOC B (under Substance Name) needs to be defined, and Exhibit J must contain a note or annotation indicating where AOC B is described/discussed.

Navy Response:

AOC B is not located within the Subject Property and has been removed from the CERCLA Hazardous Substance Notice (Exhibit J) for the Subject Property.

- b) The term RCRA HW No. needs to be defined, and the information given under the column "RCRA HW No." must be revised to state either "Unknown" or "not fully known", where currently only a dashed line is shown.

Navy Response:

The requested edits have been made and the table has been revised to include SWMUs 17 (DRMO HW Storage Facility - non-flammable wastes) and 18 (DRMO Ignitable Storage Facility), as they are referenced in the Building 31 (Public Works Department) listing. The table notes that these SWMUs are not on the Subject Property but received wastes from the Public Works Department.

**Navy Responses to Puerto Rico Environmental Quality Board
Review Comments on the
Draft Finding of Suitability to Transfer
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The Puerto Rico Environmental Quality Board (PREQB) has completed its review of the Draft Finding of Suitability to Transfer (FOST) Parcel 52 (Science Park), Naval Activity Puerto Rico, dated August 2010. PREQB has the following comments on the Draft FOST:

- Section 2.0, Description of Property, Page 1, First Paragraph: The text should be amended to clearly identify and describe the three environmental sites that will be "carved out" of the FOST and added to the Sale Parcel III lease area.

Navy Response:

The Section 2.0 text has been revised to identify the three carve-out sites as SWMU 31, SWMU 32 and AOC F (MNA 124).

- Section 4.0, Environmental Findings, Page 2: Please clarify the purpose of including detailed information on sites excluded from this FOST (i.e., SWMUs 31 and 32 and MNA 124) in this document. Please clarify if it is the intent to use this FOST as the method for documenting the path forward for these sites. If not, then please identify the document that will be prepared to memorialize the decisions being made about these ongoing environmental sites and consider removing the detailed information concerning sites not included in the FOST from this document to make this FOST more clear.

Navy Response:

It is not the intent of this FOST to document the path forward for the carve-out sites. This will be done in a revision to the *Finding of Suitability to Lease, Carve-Outs Within Sale Parcel III - Forrestal*. The FOST text has been revised to make this clear and some of the detailed information about the Science Park parcel carve-out sites has been removed from the FOST as suggested.

- Section 4.0, Environmental Findings, Part B, Petroleum Contamination, Page 4, First Paragraph: The underground storage tanks need to be closed in accordance with PREQB's Underground Storage Tank Regulations. Therefore, please clarify who will be responsible for closing the USTs identified as BEQs 1A and 1B. In addition, please clarify if UST removals complied with PREQB's UST regulations.

Navy Response:

The text has been revised to state the USTs for BEQs 1A and 1B have been emptied, temporarily closed, and left in place for use by the new owner, and if/when the USTs must be closed, closure in accordance with PREQB regulations will be the responsibility of the new owner.

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- Section 4.0, Environmental Findings, Part B, Petroleum Contamination, Page 4, Second Paragraph: Please clarify in the text whether the MNA 124 groundwater plume is expanding, shrinking or steady-state. If the plume is not stable, please clarify in the text that the FOST does not apply to groundwater impacted by the MNA 124 plume, and clarify what LUCs will be employed should contaminated groundwater migrate to adjacent parcels included in this FOST.

Navy Response:

The text has been revised to state the AOC F carve-out includes a buffer zone and long-term monitoring data indicate the plume is not expanding and is not expected to migrate onto the Subject Property.

- Section 4.0, Environmental Findings, Part B, Petroleum Contamination, Page 5: Please clarify if the USTs were closed in accordance with PREQB UST Regulations.

Navy Response:

The text has been revised to state the USTs were closed in accordance with 40 CFR 280 and PREQB UST regulations.

- The column, "Investigation and Remedial Action Summary and Status" in Table 2 for SWMU 38 should be revised to eliminate the extra "sewer after water system" in the sixth line.

Navy Response:

The requested edit has been made.

- Please provide PREQB with copies of all executed transfer documents.

Navy Response:

Copies of all executed transfer documents will be provided to PREQB.

FINDING OF SUITABILITY TO TRANSFER

**PARCEL 34
(FIRE STATION)**

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



Prepared by:

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October 2008

**FINDING OF SUITABILITY TO TRANSFER
PARCEL 34 (FIRE STATION)
NAVAL ACTIVITY PUERTO RICO**

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EXHIBITS

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D	Survey Map
E	CERFA Concurrence
F	Asbestos-Containing Materials Acknowledgement Form
G	Lead-Based Paint Hazards Advisory Statement

FINDING OF SUITABILITY TO TRANSFER PARCEL 34 (FIRE STATION) NAVAL ACTIVITY PUERTO RICO

1.0 PURPOSE

This Finding of Suitability to Transfer (FOST) documents my determination, as the responsible Department of Defense (DoD) component official, that certain real property and associated improvements known as the Fire Station Parcel or Parcel 34 (hereafter Subject Property) located 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) – the CERFA Identification of Uncontaminated Property, Former Naval Station Roosevelt Roads, Puerto Rico (the CERFA Report; Navy, 2006b), and the 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 a 1.98-acre parcel of land located in an undeveloped area at the northwest end of the ridgeline above the Waterfront area of the installation. It includes two buildings – the Structural Fire Station (Building 798; 1-story; 4,348 square feet; constructed in 1966) and the Storage and Maintenance Facility/Fire (Building 2008; 1-story; 2,294 square feet; constructed in 1981). Exhibit B is a vicinity map showing the location of the Subject Property on the former naval station, and Exhibit C is parcel maps from the Draft Report, Parcel Map for the Disposal of Naval Activity Puerto Rico (GMI, 2005). Parcel 34 is not delineated on the Exhibit C maps because it had not been carved out of Parcel 40 at the time the map was prepared. The fire station buildings are due north of the Parcel 40 label on the first of the two maps. A survey map of Parcel 34 is provided as Exhibit D.

3.0 PAST USE AND PROPOSED REUSE

The Subject Property has been used as a fire station since it was built in 1966, and is in an area proposed for a Research and Development Science Park in 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]). It is anticipated that reuse will be continued use as a fire station.

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4.0 ENVIRONMENTAL FINDINGS

All available information concerning the past storage, release, or disposal of hazardous substances and/or petroleum products on the former NSRR, 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 is nothing in the records that indicates any hazardous substance has been released or disposed of on the Subject Property. The ECP Report lists a former satellite accumulation area for hazardous and non-regulated wastes associated with Buildings 827 (Aircraft Fire Rescue Station; not on the Subject Property), and 2008 (Storage and Maintenance Facility/Fire; on the Subject Property). The accumulation area was no longer in use at the time of the ECP inspection.

B. Petroleum Contamination

According to the ECP Report, there is a 500-gallon aboveground storage tank for diesel fuel storage at Building 798. There is nothing in the records to indicate there have been releases or instances of disposal of petroleum products or their derivatives on the Subject Property.

C. Condition of Property Classification

The ECP Report divided all property at NAPR into parcels, and classified them into one of the three following categories:

- **Category 1** – Areas where no known or documented releases, or disposal of hazardous substances or petroleum products or their derivatives has occurred, including no migration of these substances from adjacent areas.
- **Category 2** – Areas where the release, disposal, or migration, or some combination thereof, of hazardous substances, or petroleum products or their derivatives has occurred, but at concentrations that do not require a removal or remedial action, or all 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

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derivatives has occurred, but required investigation and/or response actions have not yet been initiated or are ongoing.

These categories are derived from CERCLA, 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 Subject Property is suitable for deed transfer and is classified as Category 1 (uncontaminated). The Final CERFA Report was submitted to the Puerto Rico Environmental Quality Board (EQB) for concurrence. On 11 August 2006, EQB provided the concurrence statement included as Exhibit E to this FOST.

D. Other Environmental Aspects

1. Ordnance

There is nothing in the records to indicate ordnance handling, storage, or disposal activities have ever been conducted on the Subject Property.

2. Asbestos-Containing Materials

According to the Final Asbestos Inspection Report for Naval Activity Puerto Rico, Ceiba, Puerto Rico (Baker, 2005), 12 suspect homogeneous materials were identified and sampled in Building 798. Four materials were found to be asbestos-containing materials (ACM), but none were identified as friable, accessible and damaged (FAD) ACM. Nine suspect homogenous materials were identified and sampled at Building 2008. None of the materials were found to be ACM. 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.

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It is likely that undiscovered ACM associated with underground utilities and miscellaneous building materials exists at NAPR. While this potential ACM does not currently pose a hazard to site users, future demolition and/or subsurface work performed by the transferee could result in friable, accessible and damaged ACM hazards. Thus, the transferee will be required to use best management practices during any future renovation/demolition activities or underground utility work, and to comply with all applicable laws relating to ACM management in order to ensure future protection of human health and the environment. An ACM acknowledgement form (Exhibit F) will be provided to the transferee for execution at the time of transfer.

3. Lead-Based Paint

Building 798 was constructed prior to 1978, the year in which lead-based paint (LBP) was banned for consumer use. This facility and any others built before 1978 are presumed to contain LBP. A LBP survey and risk assessment was completed at NAPR in 2005 for military family housing only, thus neither of the facilities on the Subject Property were included in the survey. A Lead-Based Paint Hazards Advisory Statement (Exhibit G) will be provided to the transferee for execution at the time of transfer.

4. Polychlorinated Biphenyls

Only one polychlorinated biphenyl (PCB) containing-transformer remains at NAPR. The transformer, located in Building 386, is not on the Subject Property. All other PCB-contaminated transformers and equipment were removed from the former NSRR prior to 1998. Due to the age of the majority of facilities and the size of the station, it is possible that PCB-contaminated fluorescent light ballasts and other minor PCB sources may be present on NAPR. There is nothing in the records to indicate PCBs were ever stored or disposed of on the Subject Property.

5. Radon

According to the *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

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0.0 to 1.9 picoCuries/Liter (pCi/L), well below the current EPA residential indoor radon screening action level of 4 pCi/L. The majority of the reservations, including NAPR, are situated on coastal plains, so the low indoor radon levels were not unexpected.

6. Threatened and Endangered Species

As shown on the parcel map in Exhibit C, breeding habitat for the endangered yellow-shouldered blackbird has been identified throughout 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 map.

In accordance with the Endangered Species Act, the Navy developed a Biological Assessment (BA) for the former NSRR in 2006 to assess the potential impact on any federally protected species from the disposal of NSRR. Given the protection measures addressed in detail in the *Biological Assessment for the Disposal of Naval Station Roosevelt Roads/Naval Activity Puerto Rico Final Report* (Navy, 2006a), the Navy has determined that the disposal of the former NSRR and transfer of the property to future owners is not likely to adversely affect federally-listed species and would not result in adverse modification of designated critical habitat within the project area. The U.S. Fish and Wildlife Service concurred with this determination in a letter dated April 7, 2006.

5.0 **REQUIREMENTS APPLICABLE TO PROPERTY TRANSFER**

A. NEPA Compliance

In accordance with National Environmental Policy Act (NEPA) requirements, an Environmental Assessment and Finding of No Significant Impact (FONSI) have been prepared and executed in connection with the planned disposal and reuse of NAPR. The FONSI was signed on April 10, 2007.

B. Hazardous Substance Notice

In accordance with Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act (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

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PARCEL 34 (FIRE STATION)
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excess of those reportable quantities specified under 40 CFR 373, and all response actions taken to date to address any such releases or disposals. No hazardous substances are known to have been stored or released on the Subject Property in excess of their respective reportable quantities, thus, no deed notice is required in this instance.

C. CERCLA Covenant

In accordance with CERCLA Section 120(h)(4)(D)(i), the deed transferring the Subject Property shall contain a covenant warranting that any response action or corrective action found to be necessary after the date of transfer shall be conducted by the United States.

D. CERCLA Access Clause

In accordance with CERCLA Section 120(h)(4)(D)(ii), the deed transferring the Subject Property shall contain a clause granting to the United States, its officers, agents, employees, contractors, and subcontractors the right to enter upon the transferred property in any case that remedial or corrective action is found to be necessary after the date of transfer. The right to enter to be set forth shall include the right to conduct annual physical inspections, tests, investigations, long term monitoring, 5-year reviews, and surveys, including, where necessary, drilling, test pitting, boring, and other similar activities. Such right shall also include the right to construct, operate, maintain, or undertake any other response or remedial action as required or necessary, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. The United States retains the authority to enter to conduct investigations on adjacent parcels as well as the parcel subject to the transfer. These access rights are in addition to those granted to Federal, state, and local authorities under applicable environmental laws and regulations.

E. Land and Groundwater Restrictions

The Navy will transfer all of the Subject Property without restrictions.

F. Environmental Compliance Agreements / Permits / Orders

On January 29, 2007, the U.S. Department of the Navy and EPA voluntarily entered into a Resource Conservation and Recovery Act (RCRA) Section 7003 Administrative Order on Consent (Consent Order; EPA, 2007). The Consent Order set out the Navy's RCRA corrective action obligations and replaced the 1994 RCRA permit as the document memorializing these obligations concerning NAPR. Although there are no RCRA solid waste management units or

**FINDING OF SUITABILITY TO TRANSFER
PARCEL 34 (FIRE STATION)
NAVAL ACTIVITY PUERTO RICO**

areas of concern on the Subject Property, certain RCRA obligations defined in the Consent Order apply to the Subject Property including notification and additional work requirements for newly discovered releases, other notification requirements, and record retention requirements.

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. There are no significant emission units on the Subject Property; however, the emergency generator described below is associated with the permit. 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.

Description	Bldg #	KW	Fuel Capacity	Manufacture	Model	Serial #	Voltage
GENERATOR	798	80	500	KOHLER	80ROZJ81	275502	120/208

There are no other environmental compliance agreements, permits, or orders associated with the Subject Property.

G. Notification to Regulatory Agencies / Public

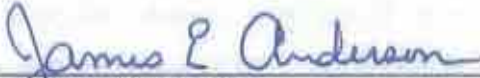
In accordance with DoD guidance, EPA Region 2 and Puerto Rico EQB have been advised of the proposed transfer of the Subject Property, and copies of the ECP Report, CERFA Report, and Draft FOST were provided to those agencies for review and comment. No review comments on this FOST were received from either agency. 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.

FINDING OF SUITABILITY TO TRANSFER
PARCEL 34 (FIRE STATION)
NAVAL ACTIVITY PUERTO RICO

6.0 SUITABILITY DETERMINATION

NOW THEREFORE, based on my review of the information contained in this FOST and in the ECP and CERFA Reports, I have determined that the Subject Property is presently suitable for deed transfer for unrestricted reuse.

01 December 2008
Date



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

Exhibit A

References

**FINDING OF SUITABILITY TO TRANSFER
PARCEL 34 (FIRE STATION)
NAVAL ACTIVITY PUERTO RICO**

REFERENCES

Baker, 2005. (Michael Baker Jr., Inc.) *Final Asbestos Inspection Report for Naval Activity Puerto Rico, Ceiba, Puerto Rico*. Moon Township, Pennsylvania. June 2005.

CBRE et al, 2004. (CB Richard Ellis Consulting, Cooper Robertson & Partners, Moffatt & Nichol, Puerto Rico Management & Economic Consultants, Inc.) *Naval Station Roosevelt Roads Reuse Plan*. December 2004.

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Navy, 2006a. (Naval Facilities Engineering Command Atlantic). *Biological Assessment for the Disposal of Naval Station Roosevelt Roads/Naval Activity Puerto Rico Final Report*. Norfolk, Virginia. January 2006.

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USGS, 1993. (U.S. Geological Survey) *Open File Report 93-292-K, Preliminary Geologic Radon Potential Assessment of Puerto Rico*. 1993.

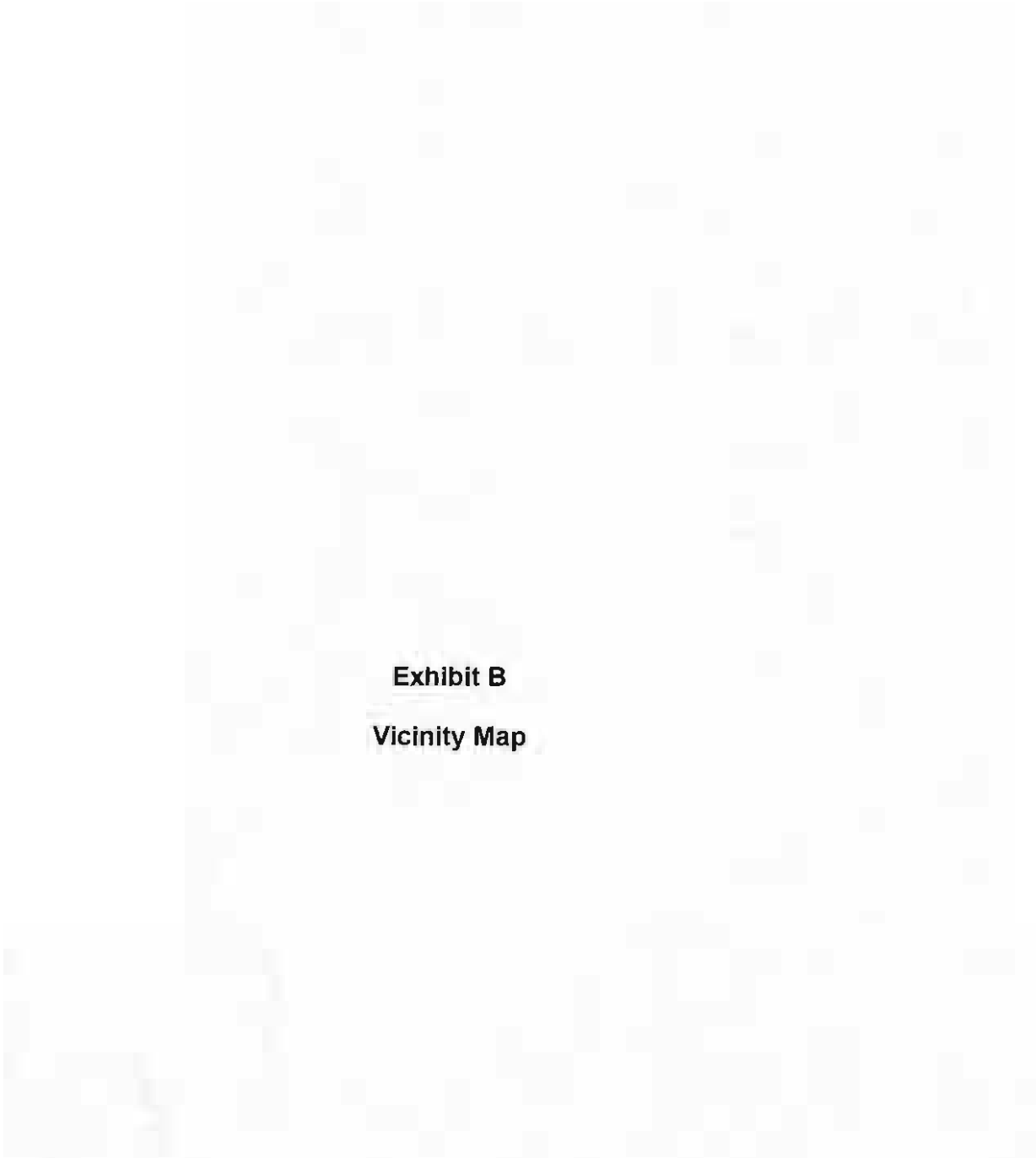
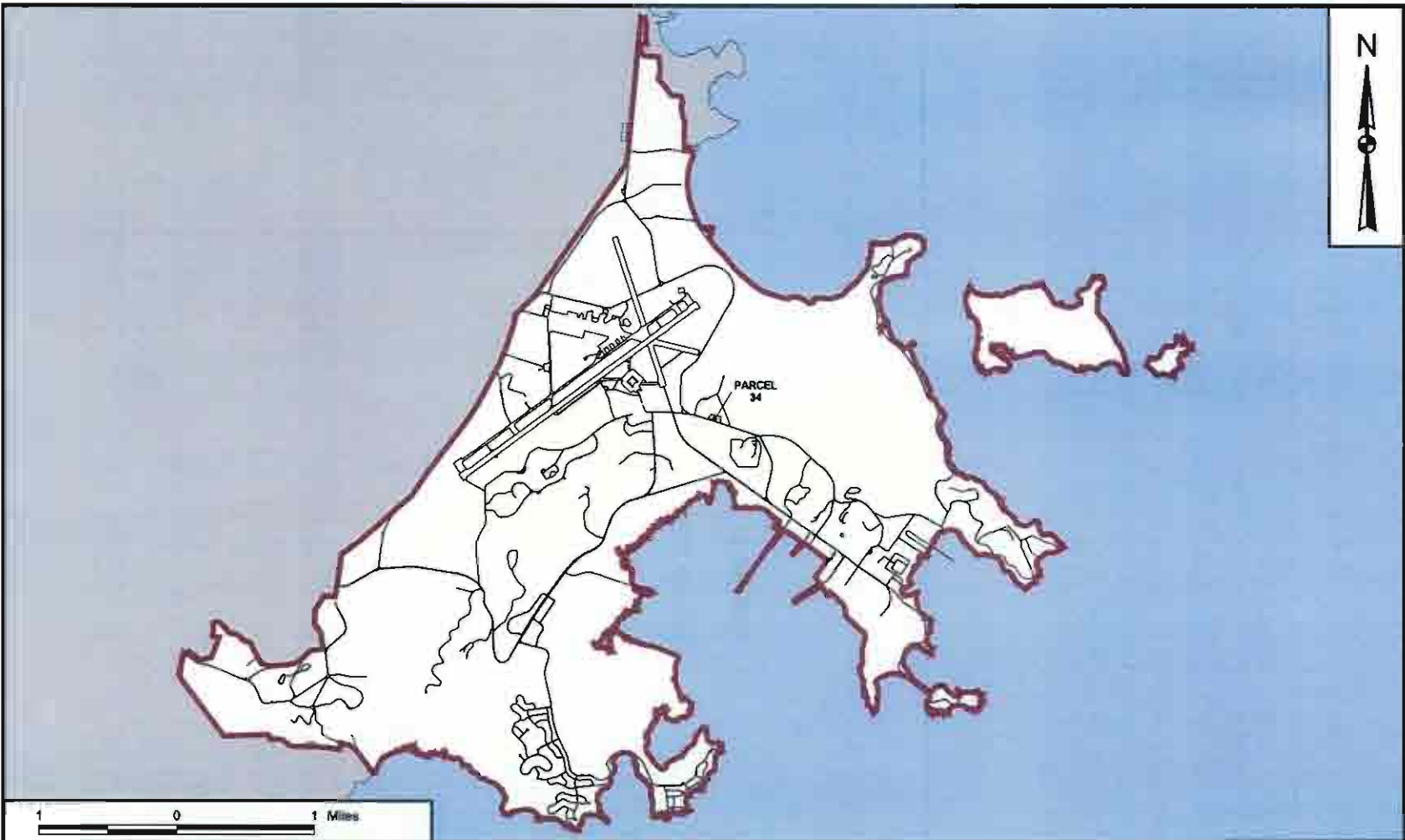


Exhibit B
Vicinity Map



DRAWN BY S. STROZ	DATE 9/10/08
CHECKED BY L. ANDERSON	DATE 9/10/08
COST/SCHEDULE/AREA	
SCALE AS NOTED	



PARCEL 34
 (FIRE STATION)
 NAVAL ACTIVITY PUERTO RICO
 CEIBA, PUERTO RICO

CONTRACT NUMBER 0043	
APPROVED BY —	DATE —
APPROVED BY —	DATE —
DRAWING NO. —	REV 0

Exhibit C

Parcel Map

NOTE: The parcel map in this exhibit is from the *Draft Report, Parcel Map for the Disposal of Naval Activity Puerto Rico* (GMI, 2005). Parcel 34 is not delineated on the map because it had not been carved out of Parcel 40 at the time the map was prepared. Buildings 798 and 2008, which comprise Parcel 34, are the buildings due north of the Parcel 40 label on the first of the two maps.

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*







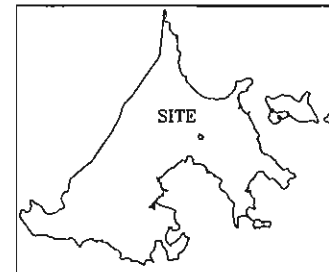
Exhibit D
Survey Map

SURVEY NOTES:

1. BOUNDARY SURVEY PREPARED BY TRANSSYSTEMS CORPORATION FROM FIELD DATA COLLECTED IN AUGUST 2007. FIELD PROCEDURES, CALCULATIONS AND FINAL PLAT HAVE BEEN REVIEWED FOR CONFORMITY BY LUIS BERRIOS MONTES & ASSOCIATES OF VEGA BAÑA, PUERTO RICO.
2. HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND BROTHER TO THE PUERTO RICO/ARROW ISLAND STATE PLANE COORDINATE SYSTEM 1983 (1987 ADJUSTMENT). HORIZONTAL COORDINATES WERE DERIVED USING QUAL FREQUENCY GPS RECORDS AND ARE REFERENCED TO NATIONAL GEODETIC SURVEY MONUMENTS SAGE1 (PID 489497), FAJARDO (PID 489834), MURACIO 2 (PID 489845) AND MT BRITTON (PID 489835).
3. PLANIMETRIC DATA AND SHORELINE PROVIDED BY MORGAN ELIASE ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY AERO-DYNAMICS CORPORATION CHARLOTTE, N.C. SURVEY FLOWN FEBRUARY 1996.
4. NOTE: THIS PLAT SHOWS EASEMENTS OF RECORD FOUND IN THE BAY REAL ESTATE OFFICE, NORFOLK, VA. THIS PLAT MAY NOT SHOW ALL GRANTS OR EASEMENTS THAT COULD AFFECT SUBJECT PROPERTY.



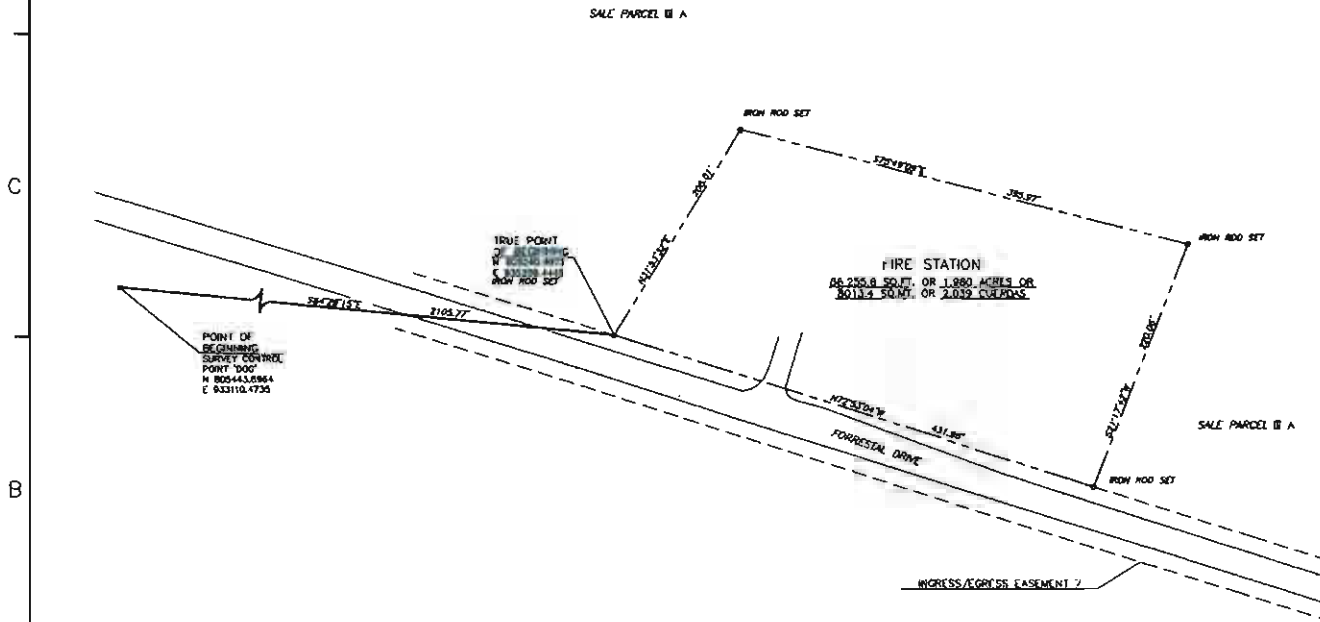
LOCATION MAP
NOT TO SCALE



NAVAL ACTIVITY PUERTO RICO
NOT TO SCALE

LEGEND

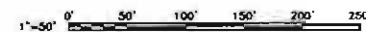
- CONCRETE MONUMENT FOUND
- IRON ROD SET
- PROPERTY LINE
- EASEMENT LINE



CERTIFICATION

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

LUIS BERRIOS MONTES
Surveyor License No. 8669



TransSystems 100 Town Point Center, 100 100 Town Point Center, 100 100 Town Point Center, 100 Phone: 787-497-1118 Fax: 787-497-1119 www.transystems.com	
ATLANTIC DIVISION NAVAL ACTIVITY PUERTO RICO UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS FIRE STATION	
Date of Survey: 08/20/07 Date of Plot: 08/20/07 Title: 1 Scale: 1"=50' Drawing No.: 102-170-02-0-7819 Sheet No.: 1 of 1	

Exhibit E
CERFA Concurrence

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

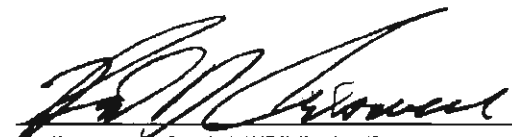
Accordingly, this CERFA Uncontaminated Property Report reflects final site categorizations that may differ from those presented in the Final ECP report.

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 I.

The remaining property has been classified as Category 2 or 3 and as such is not qualified for designation as CERFA Clean.

Submitted

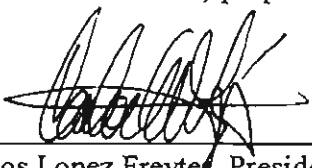


R. DAVID CRISWELL, P. E.
BRAC Environmental Coordinator

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 F

Asbestos-Containing Materials Acknowledgement Form

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

ASBESTOS WARNING STATEMENT

YOU ARE ADVISED THAT ASBESTOS-CONTAINING MATERIALS (ACM) ARE PRESENT WITHIN THE FIRE STATION PARCEL AT THE FORMER NAVAL STATION ROOSEVELT ROADS. 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, Parcel 34 (Fire Station), 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 G

Lead-Based Paint Hazards Advisory Statement

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

LEAD WARNING STATEMENT

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

ACKNOWLEDGEMENT

I acknowledge that:

- (1) I have read and understand the above stated Lead Warning Statement;
- (2) I have received from the Federal Government the following document(s): *Phase III Environmental Condition of Property Report, Former Naval Station Roosevelt Roads, Ceiba, Puerto Rico* and the *Finding of Suitability to Transfer, Parcel 34 (Fire Station), 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

FINDING OF SUITABILITY TO TRANSFER

**PARCEL 51
(BOWLING ALLEY)**

**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**

October 2008

**FINDING OF SUITABILITY TO TRANSFER
PARCEL 51 (BOWLING ALLEY)
NAVAL ACTIVITY PUERTO RICO**

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EXHIBITS

- A References
- B Vicinity Map
- C Parcel Map
- D Survey Map
- E CERFA Concurrence
- F Asbestos-Containing Materials Acknowledgement Form

FINDING OF SUITABILITY TO TRANSFER PARCEL 51 (BOWLING ALLEY) NAVAL ACTIVITY PUERTO RICO

1.0 PURPOSE

This Finding of Suitability to Transfer (FOST) documents my determination, as the responsible Department of Defense (DoD) component official, that certain real property and associated improvements known as the Bowling Alley Parcel or Parcel 51 (hereafter Subject Property) located 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) – the CERFA Identification of Uncontaminated Property, Former Naval Station Roosevelt Roads, Puerto Rico (the CERFA Report; Navy, 2006b), and the 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 a 2.183-acre parcel of land located in the Downtown area of NAPR, that is comprised of Building 2035 (Caribbean Lanes; 1-story; 23,690 square feet) and an asphalt parking lot. Exhibit B is a vicinity map showing the location of the Subject Property on the former naval station, and Exhibit C is a parcel map from the Draft Report, Parcel Map for the Disposal of Naval Activity Puerto Rico (GMI, 2005). Parcel 51 is not delineated on the Exhibit C map because it had not been carved out of Parcel 25 at the time the map was prepared. Parcel 51 is the large building and parking lot immediately north of Parcel 24 on the map. A survey map of Parcel 51 is provided as Exhibit D.

3.0 PAST USE AND PROPOSED REUSE

The Subject Property has been used as a bowling alley since it was built in 1984. 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 future mixed commercial use of the area where the Subject Property is located. It is anticipated that reuse will be for continued use as a bowling alley.

**FINDING OF SUITABILITY TO TRANSFER
PARCEL 51 (BOWLING ALLEY)
NAVAL ACTIVITY PUERTO RICO**

4.0 ENVIRONMENTAL FINDINGS

All available information concerning the past storage, release, or disposal of hazardous substances and/or petroleum products on the former NSRR, 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 is nothing in the records that indicates any hazardous substance has been released or disposed of on the Subject Property.

B. Petroleum Contamination

There is nothing in the records to indicate there have been releases or instances of disposal of petroleum products or their derivatives on the Subject Property.

C. Condition of Property Classification

The ECP Report divided all property at NAPR into parcels, and classified them into one of the three following categories:

- **Category 1** – Areas where no known or documented releases, or disposal of hazardous substances or petroleum products or their derivatives has occurred, including no migration of these substances from adjacent areas.
- **Category 2** – Areas where the release, disposal, or migration, or some combination thereof, of hazardous substances, or petroleum products or their derivatives has occurred, but at concentrations that do not require a removal or remedial action, or all 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.

FINDING OF SUITABILITY TO TRANSFER PARCEL 51 (BOWLING ALLEY) NAVAL ACTIVITY PUERTO RICO

These categories are derived from CERCLA, 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 Subject Property is suitable for deed transfer and is classified as Category 1 (uncontaminated). The Final CERFA Report was submitted to the Puerto Rico Environmental Quality Board (EQB) for concurrence. On 11 August 2006, EQB provided the concurrence statement included as Exhibit E to this FOST.

D. Other Environmental Aspects

1. Ordnance

There is nothing in the records to indicate ordnance handling, storage, or disposal activities have ever been conducted on the Subject Property.

2. Asbestos-Containing Materials

According to the Final Asbestos Inspection Report for Naval Activity Puerto Rico, Ceiba, Puerto Rico (Baker, 2005), 15 suspect homogeneous materials were identified and sampled in Building 2035. None of the materials were found to be asbestos-containing material (ACM). 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.

It is likely that undiscovered ACM associated with underground utilities and miscellaneous building materials exists at NAPR. While this potential ACM does not currently pose a hazard to site users, future demolition and/or subsurface work performed by the transferee could result in friable, accessible and damaged ACM hazards. Thus, the transferee will be required to use best management practices during any future

**FINDING OF SUITABILITY TO TRANSFER
PARCEL 51 (BOWLING ALLEY)
NAVAL ACTIVITY PUERTO RICO**

renovation/demolition activities or underground utility work, and to comply with all applicable laws relating to ACM management in order to ensure future protection of human health and the environment. An ACM acknowledgement form (Exhibit F) will be provided to the transferee for execution at the time of transfer.

3. Lead-Based Paint

Lead-based paint (LBP) was banned for consumer use in 1978. Building 2035 was constructed in 1984. While LBP is not expected to be present, the transferee will be required to use best management practices during any future renovation/demolition activities to prevent potential future lead exposure by properly managing and maintaining or, as required by applicable Federal, state, or local laws or regulations, abating any lead-based paint hazard that may pose a risk to human health.

4. Polychlorinated Biphenyls

Only one polychlorinated biphenyl (PCB) containing-transformer remains at NAPR. The transformer, located in Building 386, is not on the Subject Property. All other PCB-contaminated transformers and equipment were removed from the former NSRR prior to 1998. Due to the age of the majority of facilities and the size of the station, it is possible that PCB-contaminated fluorescent light ballasts and other minor PCB sources may be present on NAPR. There is nothing in the records to indicate PCBs were ever stored or disposed of on the Subject Property.

5. Radon

According to the Preliminary Geologic Radon Potential Assessment of Puerto Rico (USGS, 1993), the Commonwealth of Puerto Rico exhibits generally low indoor radon levels, and a survey of radon concentrations of offices, housing units, schools and other buildings was conducted by the DoD between 1989 and 1992 on federal military reservations in Puerto Rico, including the former NSRR. Indoor radon levels ranged from 0.0 to 1.9 picoCuries/Liter (pCi/L), well below the current EPA residential indoor radon screening action level of 4 pCi/L. The majority of the reservations, including NAPR, are situated on coastal plains, so the low indoor radon levels were not unexpected.

FINDING OF SUITABILITY TO TRANSFER PARCEL 51 (BOWLING ALLEY) NAVAL ACTIVITY PUERTO RICO

6. Threatened and Endangered Species

As shown on the parcel map in Exhibit C, breeding habitat for the endangered yellow-shouldered blackbird has been identified throughout 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 map.

In accordance with the Endangered Species Act, the Navy developed a Biological Assessment (BA) for the former NSRR in 2006 to assess the potential impact on any federally protected species from the disposal of NSRR. Given the protection measures addressed in detail in the *Biological Assessment for the Disposal of Naval Station Roosevelt Roads/Naval Activity Puerto Rico Final Report* (Navy, 2006a), the Navy has determined that the disposal of the former NSRR and transfer of the property to future owners is not likely to adversely affect federally-listed species and would not result in adverse modification of designated critical habitat within the project area. The U.S. Fish and Wildlife Service concurred with this determination in a letter dated April 7, 2006.

5.0 REQUIREMENTS APPLICABLE TO PROPERTY TRANSFER

A. **NEPA Compliance**

In accordance with National Environmental Policy Act (NEPA) requirements, an Environmental Assessment and Finding of No Significant Impact (FONSI) have been prepared and executed in connection with the planned disposal and reuse of NAPR. The FONSI was signed on April 10, 2007.

B. **Hazardous Substance Notice**

In accordance with Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act (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, and all response actions taken to date to address any such releases or disposals. No hazardous substances are known to have

**FINDING OF SUITABILITY TO TRANSFER
PARCEL 51 (BOWLING ALLEY)
NAVAL ACTIVITY PUERTO RICO**

been stored or released on the Subject Property in excess of their respective reportable quantities, thus, no deed notice is required in this instance.

C. CERCLA Covenant

In accordance with CERCLA Section 120(h)(4)(D)(i), the deed transferring the Subject Property shall contain a covenant warranting that any response action or corrective action found to be necessary after the date of transfer shall be conducted by the United States.

D. CERCLA Access Clause

In accordance with CERCLA Section 120(h)(4)(D)(ii), the deed transferring the Subject Property shall contain a clause granting to the United States, its officers, agents, employees, contractors, and subcontractors the right to enter upon the transferred property in any case that remedial or corrective action is found to be necessary after the date of transfer. The right to enter to be set forth shall include the right to conduct annual physical inspections, tests, investigations, long term monitoring, 5-year reviews, and surveys, including, where necessary, drilling, test pitting, boring, and other similar activities. Such right shall also include the right to construct, operate, maintain, or undertake any other response or remedial action as required or necessary, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. The United States retains the authority to enter to conduct investigations on adjacent parcels as well as the parcel subject to the transfer. These access rights are in addition to those granted to Federal, state, and local authorities under applicable environmental laws and regulations.

E. Land and Groundwater Restrictions

The Navy will transfer all of the Subject Property without restrictions.

F. Environmental Compliance Agreements / Permits / Orders

On January 29, 2007, the U.S. Department of the Navy and EPA voluntarily entered into a Resource Conservation and Recovery Act (RCRA) Section 7003 Administrative Order on Consent (Consent Order; EPA, 2007). The Consent Order set out the Navy's RCRA corrective action obligations and replaced the 1994 RCRA permit as the document memorializing these obligations concerning NAPR. Although there are no RCRA solid waste management units or areas of concern on the Subject Property, certain RCRA obligations defined in the Consent Order

**FINDING OF SUITABILITY TO TRANSFER
PARCEL 51 (BOWLING ALLEY)
NAVAL ACTIVITY PUERTO RICO**

apply to the Subject Property including notification and additional work requirements for newly discovered releases, other notification requirements, and record retention requirements.

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. There are no significant emission units on the Subject Property; however, the emergency generator described below is associated with the permit. 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.

Description	Bldg #	Equip #	KW	Fuel Capacity	USN #	Manufacture	Model	Serial #	Voltage
GENERATOR	2035	A08462	200	500		DMT	DMT200CL	96-204355-2	120/208

There are no other environmental compliance agreements, permits, or orders associated with the Subject Property.

G. Notification to Regulatory Agencies / Public

In accordance with DoD guidance, EPA Region 2 and 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. No review comments on this FOST were received from either agency. 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.

FINDING OF SUITABILITY TO TRANSFER
PARCEL 51 (BOWLING ALLEY)
NAVAL ACTIVITY PUERTO RICO

6.0 SUITABILITY DETERMINATION

NOW THEREFORE, based on my review of the information contained in this FOST and in the ECP and CERFA Reports, I have determined that the Subject Property is presently suitable for deed transfer for unrestricted reuse.

01 Dec 2008

Date:

James E. Anderson

JAMES E. ANDERSON

Director

BRAC Program Management Office Southeast
North Charleston, South Carolina

Exhibit A

References

**FINDING OF SUITABILITY TO TRANSFER
PARCEL 51 (BOWLING ALLEY)
NAVAL ACTIVITY PUERTO RICO**

REFERENCES

Baker, 2005. (Michael Baker Jr., Inc.) *Final Asbestos Inspection Report for Naval Activity Puerto Rico, Ceiba, Puerto Rico*. Moon Township, Pennsylvania. June 2005.

CBRE et al, 2004. (CB Richard Ellis Consulting, Cooper Robertson & Partners, Moffatt & Nichol, Puerto Rico Management & Economic Consultants, Inc.) *Naval Station Roosevelt Roads Reuse Plan*. December 2004.

EPA, 2007. (U.S. Environmental Protection Agency) *RCRA § 7003 Administrative Order on Consent, In the Matter of United States, The Department of the Navy, Naval Activity Puerto Rico, formerly Naval Station Roosevelt Roads, Puerto Rico, EPA Docket No. RCRA-02-2007-7301*. January 2007.

GMI, 2005. (Geo-Marine, Inc.) *Draft Report, Parcel Map for the Disposal of Naval Activity Puerto Rico*. Hampton, Virginia. September 2005.

Navy, 2005. (Naval Facilities Engineering Command Atlantic) *Phase I/II Environmental Condition of Property Report, Former U.S. Naval Station Roosevelt Roads, Ceiba, Puerto Rico*. Norfolk, Virginia. July 15, 2005.

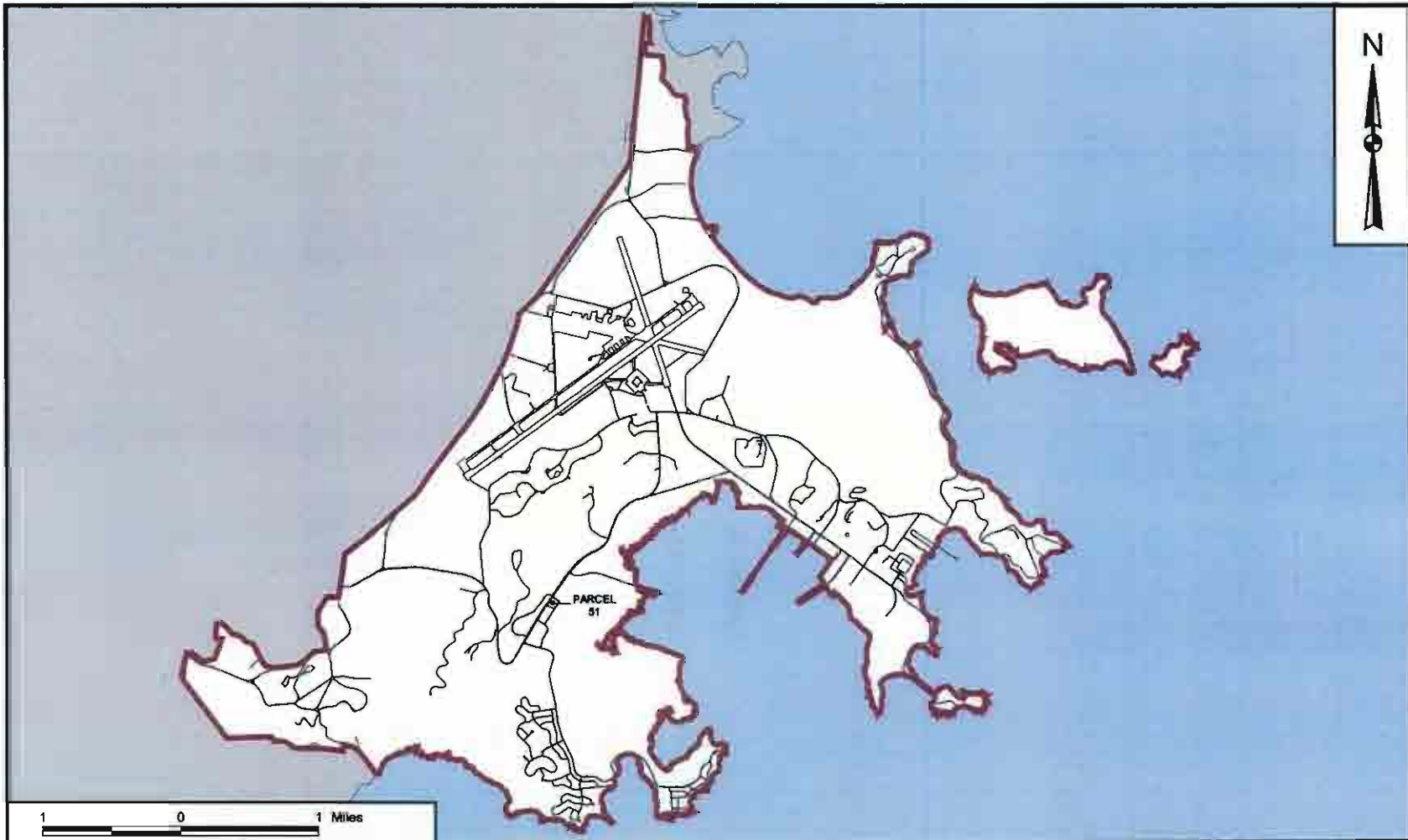
Navy, 2006a. (Naval Facilities Engineering Command Atlantic). *Biological Assessment for the Disposal of Naval Station Roosevelt Roads/Naval Activity Puerto Rico Final Report*. Norfolk, Virginia. January 2006.

Navy, 2006b. (Department of the Navy, Base Realignment and Closure Program Management Office Southeast) *CERFA Identification of Uncontaminated Property, Former Naval Station Roosevelt Roads, Puerto Rico*. North Charleston, South Carolina, April 27, 2006.

USGS, 1993. (U.S. Geological Survey) *Open File Report 93-292-K, Preliminary Geologic Radon Potential Assessment of Puerto Rico*. 1993.



Exhibit B
Vicinity Map



DRAWN BY	DATE
S. STROZ	9/10/08
CHECKED BY	DATE
L. ANDERSON	9/10/08
COST/SCHEDULE-AREA	
SCALE AS NOTED	



PARCEL 51
 (BOWLING ALLEY)
 NAVAL ACTIVITY PUERTO RICO
 CEIBA, PUERTO RICO

CONTRACT NUMBER 0043	
APPROVED BY	DATE
—	—
APPROVED BY	DATE
—	—
DRAWING NO.	REV
—	0

Exhibit C

Parcel Map

NOTE: The parcel map in this exhibit is from the *Draft Report, Parcel Map for the Disposal of Naval Activity Puerto Rico* (GMI, 2005). Parcel 51 is not delineated on the map because it had not been carved out of Parcel 25 at the time the map was prepared. Parcel 51 is the large building and parking lot immediately north of Parcel 24 on the map.



THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 25

Common Name—Sale

Conveyance—Sale

Neighboring Parcel(s)—5, 13, 6-18, 20, 26-29

Yellow-shouldered Blackbird

GENERAL REQUIREMENTS

- No development is allowed in Parcel 5, 13, 16, and 28 (Conservation).
- All development related activities (new construction, ground clearing, demolition/remodeling) adjacent to conservation parcels (5, 13, 16, 28) should occur between September 1 and March 15 (non-breeding season) or be restricted to an area 50 m from the parcel boundary from March 15-August 30 (breeding season).
- Notify USFWS if a yellow-shouldered blackbird nest is found anywhere on the property (787-851-7297).
- Pesticide and herbicide applications must follow Commonwealth of Puerto Rico regulations.

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 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 Index 25

Common Name: Sale
Conveyance: Sale
Neighboring Parcel(s): 5, 13, 16-18,
20, 26-29

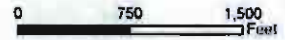
Legend

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



August 18, 2005

1 inch equals 1,078 Feet



Parcel Index 25

Common Name: Sale
Conveyance: Sale
Neighboring Parcel(s): 5, 13, 16-18,
20, 26-29

Legend

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

August 18, 2006



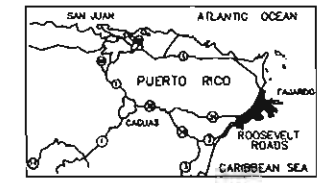
1 inch equals 1,076 Feet



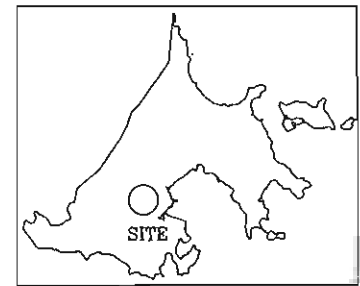
Exhibit D
Survey Map

SURVEY NOTES:

- BOUNDARY SURVEY PREPARED BY TRANSYSTEMS CORPORATION FROM FIELD DATA COLLECTED IN MAY 2007. FIELD PROCEDURES, CALCULATIONS AND FINAL PLAN HAVE BEEN REVIEWED FOR CONTENT BY LUIS BERRIOS MONTES & ASSOCIATES OF VEGA SANA, PUERTO RICO.
- HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO THE PUERTO RICO/VIQUIN ISLAND STATE PLANE COORDINATE SYSTEM 140 63 (1987 ADJUSTMENT). HORIZONTAL COORDINATES WERE DERIVED USING DUAL FREQUENCY GPS RECEIVERS AND ARE REFERENCED TO NATIONAL GEODETIC SURVEY MONUMENTS ANEEL (PID A08897), FAJARDO (PID A08844), HUANCAO 2 (PID A08844) AND MT BRITTON (PID A08835).
- PLANIMETRIC DATA AND SHORILINE PROVIDED BY HOGGARD DURK ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY: AERODYNAMICS CORPORATION CHARLOTTE, N.C. SURVEY FLOWN FEBRUARY 1996.
- NOTE THIS PLAN SHOWS EASEMENTS OF RECORD FOUND IN THE NAVY REAL ESTATE OFFICE, NORFOLK, VA. THIS PLAN MAY NOT SHOW ALL GRANTS OR EASEMENTS THAT COULD AFFECT SUBJECT PROPERTY.



LOCATION MAP
NOT TO SCALE



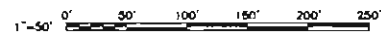
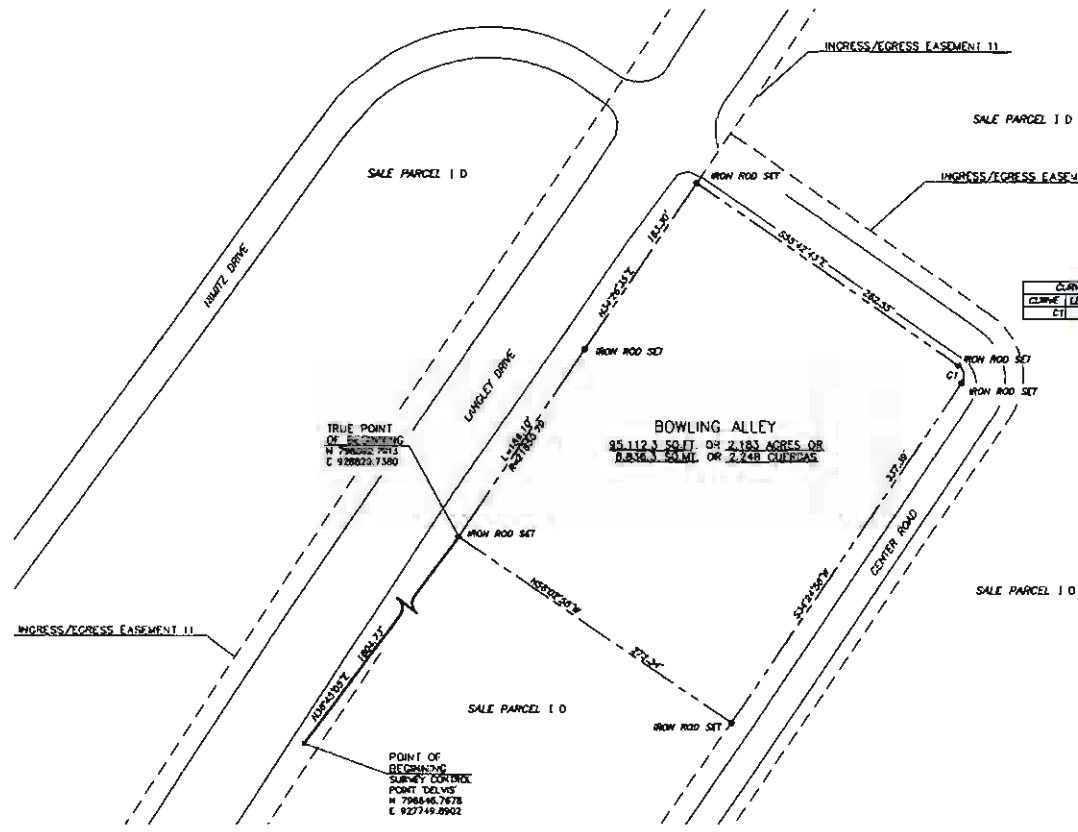
NAVAL ACTIVITY PUERTO RICO
NOT TO SCALE

CURVE TABLE

CURVE	LENGTH	ANGLE
C1	18.34'	75.57°

LEGEND

CONCRETE MONUMENT FOUND	■
IRON ROD SET	▲
PROPERTY LINE	—
EASEMENT LINE	- - -



CERTIFICATION

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

2/10/07
 LUIS BERRIOS MONTES
 Surveyor License No. 8660
 LUIS BERRIOS MONTES
 Surveyor License No. 8660

TransSystems Corporation 100 West Street, Suite 1000 Norfolk, VA 23510-1118 Phone: 757-427-1118 Fax: 757-427-1115 www.transystems.com	
PROJECT - DESCRIPTION:	
DATE:	
PREPARED BY:	
CHECKED BY:	
DATE OF THE CURRENT SCALE:	
SCALE:	
REVISIONS:	
REVISION NO. DATE BY DESCRIPTION	
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Exhibit E
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

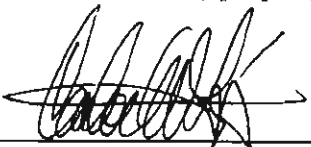


R. DAVID CRISWELL, P. E.
BRAC Environmental Coordinator

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 F

Asbestos-Containing Materials Acknowledgement Form

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

ASBESTOS WARNING STATEMENT

YOU ARE ADVISED THAT ASBESTOS-CONTAINING MATERIALS (ACM) COULD BE PRESENT WITHIN THE BOWLING ALLEY PARCEL AT THE FORMER NAVAL STATION ROOSEVELT ROADS. 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, Parcel 51 (Bowling Alley), 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

FINDING OF SUITABILITY TO TRANSFER

**WATER AND WASTEWATER TREATMENT PLANT PARCELS CONVEYANCE
(PARCELS 4, 6, 20 AND 57)**

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



Prepared by:

**Department of the Navy
Base Realignment and Closure
Program Management Office Southeast
4130 Faber Place Drive, Suite 202
North Charleston, South Carolina 29405**

April 2011

**FINDING OF SUITABILITY TO TRANSFER
WATER AND WASTEWATER TREATMENT PLANT PARCELS CONVEYANCE
(PARCELS 4, 6, 20 AND 57)
NAVAL ACTIVITY PUERTO RICO**

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EXHIBITS

- A References
- B Vicinity Maps
- C Aerial Photographs
- D Survey Maps
- E Tables
- F Asbestos-Containing Materials Hazard Disclosure and Acknowledgment Form
- G Lead-based Paint Hazard Disclosure and Acknowledgment Form
- H Threatened and Endangered Species Conservation Measures
- I CERCLA Hazardous Substance Notice and Response Action Summary
- J Responses to Comments

**FINDING OF SUITABILITY TO TRANSFER
WATER AND WASTEWATER TREATMENT PLANT PARCELS CONVEYANCE
(PARCELS 4, 6, 20 AND 57)
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 portions of certain real property and associated improvements known as the Water and Wastewater Treatment Plant Parcels 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) – the CERFA Identification of Uncontaminated Property, Former Naval Station Roosevelt Roads, Puerto Rico (the CERFA Report; Navy, 2006b) and the Phase III 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. As shown on the Vicinity Map (Exhibit B, Figure 1), the Water and Wastewater Treatment Plant Parcels conveyance is comprised of four non-contiguous areas on the installation upon which one water treatment plant (WTP) and three wastewater treatment plants (WWTPs) are located. Parcels 4 (Bundy WWTP), 6 (Capehart WWTP), 20 (WTP), and 57 (Forrestal WWTP) are shown on the aerial photographs in Exhibit C and on the survey maps included as Exhibit D. The combined acreage of the four parcels is 23.655 acres. The areas impacted by the sludge drying beds at each of the WWTPs will be “carved out” from the Water and Wastewater Treatment Plant Parcels conveyance due to ongoing Navy cleanup actions. These “carve-outs” occupy approximately 4.25 acres, thus reducing the total acreage covered by this FOST to approximately 19.4 acres (Subject Property).

The WTP (12.897 acres) is a surface water filtration plant with a treatment capacity of 4 million gallons per day (mgd).

**FINDING OF SUITABILITY TO TRANSFER
WATER AND WASTEWATER TREATMENT PLANT PARCELS CONVEYANCE
(PARCELS 4, 6, 20 AND 57)
NAVAL ACTIVITY PUERTO RICO**

The Bundy WWTP (approximately 2.48 acres without drying beds) has a treatment capacity of 0.655 mgd. It receives sewage primarily from the Bundy housing area, officer quarters, enlisted personnel barracks, and military messes.

The Capehart WWTP (approximately 1.09 acres without drying beds) has a treatment capacity of 1.13 mgd. It receives sewage from the Capehart housing area and several other facilities including an elementary school, a high school, a television studio, and the Station Communication Center.

The Forrestal WWTP (approximately 2.94 acres without drying beds) has a treatment capacity of 1.01 mgd. It received the majority of the industrial wastewater generated at NSRR as well as domestic wastewater from enlisted personnel barracks and officer quarters. Only minimal discharges of industrial wastewater were received at the NSRR WWTPs. The industrial wastewater generated at NSRR was a combination of effluent from facilities such as the airfield and its support facilities, a 600-bed hospital, a veterinary clinic, vehicle maintenance garages, auto hobby shops, the Public Works Department, numerous storage facilities, three ship piers, weapons facilities, two pesticide control facilities, two schools and a marina.

As shown on the aerial photographs in Exhibit C, the Subject Property does not include the areas impacted by the WWTP sludge drying beds that have been designated Resource Conservation and Recovery Act (RCRA) Solid Waste Management Units (SWMUs) 27, 28, and 29 at the Capehart, Bundy and Forrestal WWTPs, respectively. These SWMUs were carved out of the conveyance because they have work remaining to be completed under the U.S. Environmental Protection Agency (USEPA) Administrative Order on Consent (Consent Order; EPA, 2007) that sets out the Navy's corrective action obligations under RCRA. These SWMUs cannot be included in the transfer of the Subject Property at this time 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 will prepare a separate Finding of Suitability to Lease for these SWMUs and execute a lease in furtherance of conveyance with the Commonwealth of Puerto Rico for the carve-out areas. Upon successful completion of all necessary remedial actions by the Navy, the leased property will be transferred to the Commonwealth.

Detailed descriptions of the treatment equipment and processes utilized at each treatment plant are provided in the ECP Report. Table 1 in Exhibit E of this FOST provides the facility number,

**FINDING OF SUITABILITY TO TRANSFER
WATER AND WASTEWATER TREATMENT PLANT PARCELS CONVEYANCE
(PARCELS 4, 6, 20 AND 57)
NAVAL ACTIVITY PUERTO RICO**

former user, name or description, area and year of construction of each of the numbered buildings, structures and facilities on the Subject Property.

3.0 PAST USE AND PROPOSED REUSE

The WTP was constructed in the early 1940s, the Forrestal WWTP in 1963, the Bundy WWTP in 1969, and the Capehart WWTP in 1970. These parcels were undeveloped prior to construction of the treatment plants. 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 prior to acquisition by the Navy in the 1940s. 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 have ceased other than operation and maintenance of the utility systems, which have little potential for environmental contamination.

The proposed reuse is continued use as water and wastewater treatment plants. The Subject Property is expected to be transferred via negotiated sale to the Commonwealth of Puerto Rico (CBRE et al, 2004).

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 prepared by NAVFAC Atlantic. 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 two RCRA SWMUs on the Subject Property – SWMUs 38 (Sanitary and Storm Sewer Systems) and 42 (WTP Filter Backwash Lagoons). SWMU 38 has been designated Corrective Action Complete without Controls and requires no further action. A RCRA Facility Investigation (RFI) was not required at SWMU 38 based on research, interviews and visual inspections. Under the Consent Order, this determination is contingent based upon the Navy fully addressing any

**FINDING OF SUITABILITY TO TRANSFER
WATER AND WASTEWATER TREATMENT PLANT PARCELS CONVEYANCE
(PARCELS 4, 6, 20 AND 57)
NAVAL ACTIVITY PUERTO RICO**

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, 13 and 14 are located wholly outside of the Subject Property. SWMU 42 has been designated Corrective Action Complete with Controls until the sediment in the lagoons is removed and disposed of properly when the plant ceases operation. While the WTP and lagoons are operational, either the Navy (pre-transfer) or the new property owner (post transfer) will perform annual inspections to ensure non-residential land use is maintained and lagoon sediments are not disturbed (Baker, 2008a).

Detailed descriptions of SWMUs 38 and 42 are provided in the ECP Report and SWMU 42 RFI report, while summary descriptions and their current status are provided in Table 2 (Exhibit E). The approximate locations of the SWMUs are shown on Figure 2 in Exhibit B.

The ECP Report documented seven operational aboveground storage tanks (ASTs) on the Subject Property. Three of these are 8,000-gallon methanol ASTs – one at each WWTP for enhancing the denitrification process. These ASTs are listed in Table 3 (Exhibit E) along with four diesel fuel ASTs that are discussed in Section 4.B. below. There are no known spills or releases associated with the ASTs or process chemical usage on the Subject Property.

8. Petroleum Contamination

The ECP Report did not identify any current or former underground storage tanks or oil/water separators associated with the Subject Property at the time of the ECP inspection in March 2005. The ECP Report documented four operational diesel fuel ASTs on the Subject Property – one at each treatment plant for emergency generator fuel supply. As shown in Table 3 (Exhibit E), the storage capacity of these ASTs ranges from 400 gallons to 1,000 gallons.

There are no known spills or releases associated with the ASTs or petroleum usage on the Subject Property.

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WATER AND WASTEWATER TREATMENT PLANT PARCELS CONVEYANCE
(PARCELS 4, 6, 20 AND 57)
NAVAL ACTIVITY PUERTO RICO**

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.

In accordance with the property condition classification guidelines discussed above, the Subject Property is suitable for transfer because SWMUs 38 and 42 meet the definition of Category 2 – SWMU 38 because the SWMUs with releases that impacted the sanitary and storm sewer systems are not on or associated with the Subject Property, and SWMU 42 because it has been designated Corrective Action Complete with Controls.

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D. Other Environmental Aspects

1. Munitions and Explosives of Concern

According to the ECP Report, there are no small arms ranges, 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 one of the 11 facilities inspected on the Subject Property, as summarized in Table 4 of Exhibit E. Friable, accessible and damaged (FAD) ACM was not identified on the Subject Property. 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.

It is likely that undiscovered ACM associated with underground utilities and miscellaneous building materials exists at NAPR. While this potential ACM does not currently 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 will be required to use best management practices during any future renovation/demolition activities or underground utility work, and to comply with all applicable laws relating to ACM management in order to ensure future protection of human health and the environment. An ACM Hazard Disclosure and Acknowledgment Form (Exhibit F) will be provided to the transferee for execution at the time of transfer.

3. Lead-Based Paint

The NAPR facilities list (Exhibit E, Table 1) indicates many of the buildings, structures and facilities on the Subject Property were constructed prior to 1978, the year in which lead-based paint (LBP) was banned for consumer use. These facilities and any others built before 1978 are presumed to contain LBP. A 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. A Lead-Based Paint Hazard

**FINDING OF SUITABILITY TO TRANSFER
WATER AND WASTEWATER TREATMENT PLANT PARCELS CONVEYANCE
(PARCELS 4, 6, 20 AND 57)
NAVAL ACTIVITY PUERTO RICO**

Disclosure and Acknowledgment Form (Exhibit G) will be provided to the transferee for execution at the time of transfer.

4. Polychlorinated Biphenyls

There are no records of PCBs having been stored, released or disposed of on the Subject Property. Only one polychlorinated biphenyl (PCB) containing transformer remains at NAPR. The transformer, located in Building 386, is not on the Subject Property. All other PCB-contaminated transformers and equipment were removed from the former NSRR prior to 1998. Due to the age of the majority of facilities and the size of the station, it is possible that PCB-contaminated fluorescent light ballasts and other minor PCB sources may be present on NAPR.

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 USEPA residential indoor radon screening action level of 4 pCi/L. The majority of the reservations, including NAPR, are situated on coastal plains, so the low indoor radon levels were not unexpected.

6. Threatened and Endangered Species

As shown on the individual sub-parcel maps in Exhibit H, breeding habitat and nesting/foraging palms for the endangered yellow-shouldered blackbird have been identified on Parcels 6 and 20 of the Subject Property. The Commonwealth of Puerto Rico has committed to zoning 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 for the former NSRR in 2006 to assess the potential impact on any federally

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NAVAL ACTIVITY PUERTO RICO**

protected species from the disposal of NSRR. Given the protection measures addressed in detail in the *Biological Assessment for the Disposal of Naval Station Roosevelt Roads/Naval Activity Puerto Rico Final Report* (Navy, 2006a), the Navy has determined that the disposal of the former NSRR and transfer of the property to future owners is not likely to adversely affect federally-listed species and would not result in adverse modification of designated critical habitat within the project area. The U.S. Fish and Wildlife Service concurred with this determination in a letter dated April 7, 2006.

5.0 REQUIREMENTS APPLICABLE TO PROPERTY TRANSFER

A. NEPA Compliance

In accordance with National Environmental Policy Act (NEPA) requirements, an Environmental Assessment and Finding of No Significant Impact (FONSI) have been prepared and executed in connection with the planned disposal and reuse of NAPR. The FONSI was signed on April 10, 2007.

B. Hazardous Substance Notice

In accordance with Section 120(h)(3)(A)(i) of CERCLA, all deeds transferring federal property must provide notice as to those hazardous substances which it is known, based on a complete search of agency files, were stored for one year or more, released or disposed on the Subject Property in excess of those reportable quantities specified under 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 I.

C. CERCLA Covenants

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

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WATER AND WASTEWATER TREATMENT PLANT PARCELS CONVEYANCE
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NAVAL ACTIVITY PUERTO RICO**

States. These covenants will not apply to any remedial action(s) required on the property to the extent that an act or omission of the transferee results in a new release of hazardous substances.

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, 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

To prevent unacceptable risks to human health and the environment, the Navy will ensure the following land use control (LUC) is developed at SWMU 42 on the Subject Property:

- A restriction on disturbance of sediments within the filter backwash lagoons until the sediments within the lagoons are removed and disposed of properly when the plant ceases operation. (SWMU 42)

This LUC will be implemented through the Navy-USEPA Consent Order and the subsequent transfer deed. The transfer deed will either contain detailed LUC requirements (implementation, compliance, monitoring, enforcement, modification/termination, etc.) or reference other documents agreed to between the Navy and USEPA.

F. Environmental Compliance Agreements / Permits / Orders

On January 29, 2007, the Navy and USEPA voluntarily entered into a Consent Order that set out the Navy's corrective action obligations under RCRA and replaced the 1994 RCRA permit as the document memorializing these obligations concerning NAPR. Neither of the two RCRA SWMUs

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on the Subject Property have cleanup work remaining to be completed under the terms of the Consent Order. Detailed descriptions of both of these SWMUs are provided in the ECP Report, while summary descriptions and their current status are provided in Table 2 (Exhibit E).

The three WWTPs on the Subject Property have a minimal amount of flow moving through them since the operational closure of NSRR on March 31, 2004 and the transition of the facility into caretaker status. The wastewater plants operate under NPDES permit #PR0020010, however this permit expired on January 31, 2003. The permit is under Administrative Continuance.

G. Notification to Regulatory Agencies / Public

In accordance with DoD guidance, USEPA Region 2 and 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 USEPA and EQB review comments on the draft version of this FOST are provided in Exhibit J (WILL BE INSERTED UPON REVIEW). The ECP Report was made available for public review upon finalization. Copies of all transfer documentation will be made available to USEPA 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.

Date

4/11/11

James E. Anderson

JAMES E. ANDERSON

Director

BRAC Program Management Office Southeast
North Charleston, South Carolina

Exhibit A

References

**FINDING OF SUITABILITY TO TRANSFER
WATER AND WASTEWATER TREATMENT PLANT PARCELS
(PARCELS 4, 6, 20 AND 57)
NAVAL ACTIVITY PUERTO RICO**

REFERENCES

Baker, 2005. (Michael Baker Jr., Inc.) *Final Asbestos Inspection Report for Naval Activity Puerto Rico, Ceiba, Puerto Rico*. Moon Township, Pennsylvania. June 2005.

Baker, 2008a. (Michael Baker Jr., Inc.) *Revised Final Phase I RCRA Facility Investigation Report for SWMU 42, Naval Activity Puerto Rico, Ceiba, Puerto Rico*. Moon Township, Pennsylvania. January 2008.

CBRE et al, 2004. (CB Richard Ellis Consulting, Cooper Robertson & Partners, Moffatt & Nichol, Puerto Rico Management & Economic Consultants, Inc.) *Naval Station Roosevelt Roads Reuse Plan*. December 2004.

EPA, 2007. (U.S. Environmental Protection Agency) *RCRA § 7003 Administrative Order on Consent, In the Matter of United States, The Department of the Navy, Naval Activity Puerto Rico, formerly Naval Station Roosevelt Roads, Puerto Rico, EPA Docket No. RCRA-02-2007-7301*. January 2007.

GMI, 2005. (Geo-Marine, Inc.) *Draft Report, Parcel Map for the Disposal of Naval Activity Puerto Rico*. Hampton, Virginia. September 2005.

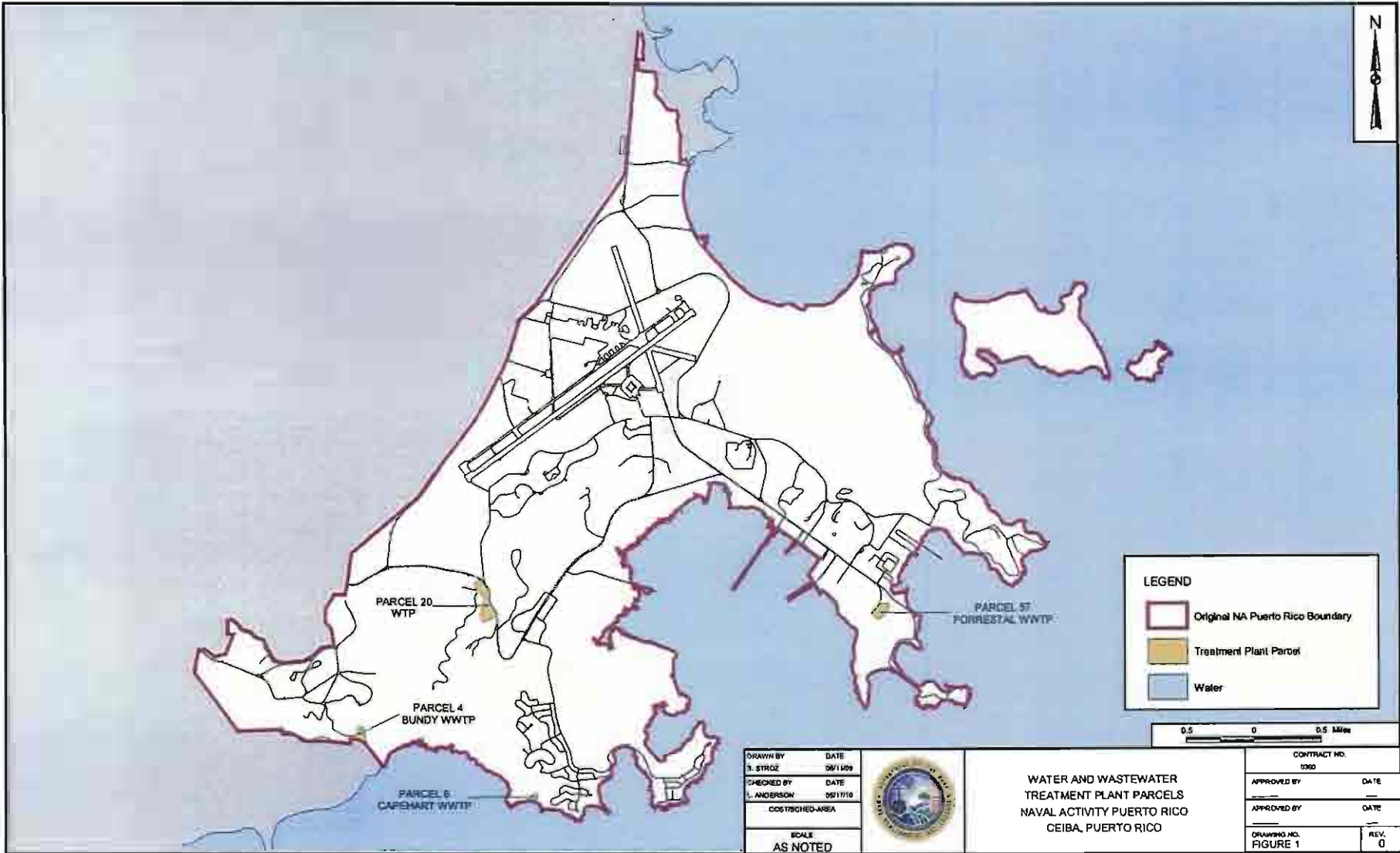
Navy, 2005. (Naval Facilities Engineering Command Atlantic) *Phase I/II Environmental Condition of Property Report, Former U.S. Naval Station Roosevelt Roads, Ceiba, Puerto Rico*. Norfolk, Virginia. July 15, 2005.

Navy, 2006a. (Naval Facilities Engineering Command Atlantic). *Biological Assessment for the Disposal of Naval Station Roosevelt Roads/Naval Activity Puerto Rico Final Report*. Norfolk, Virginia. January 2006.

Navy, 2006b. (Department of the Navy, Base Realignment and Closure Program Management Office Southeast) *CERFA Identification of Uncontaminated Property, Former Naval Station Roosevelt Roads, Puerto Rico*. North Charleston, South Carolina, April 27, 2006.

USGS, 1993. (U.S. Geological Survey) *Open File Report 93-292-K, Preliminary Geologic Radon Potential Assessment of Puerto Rico*. 1993.

Exhibit B
Vicinity Maps



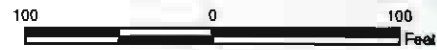
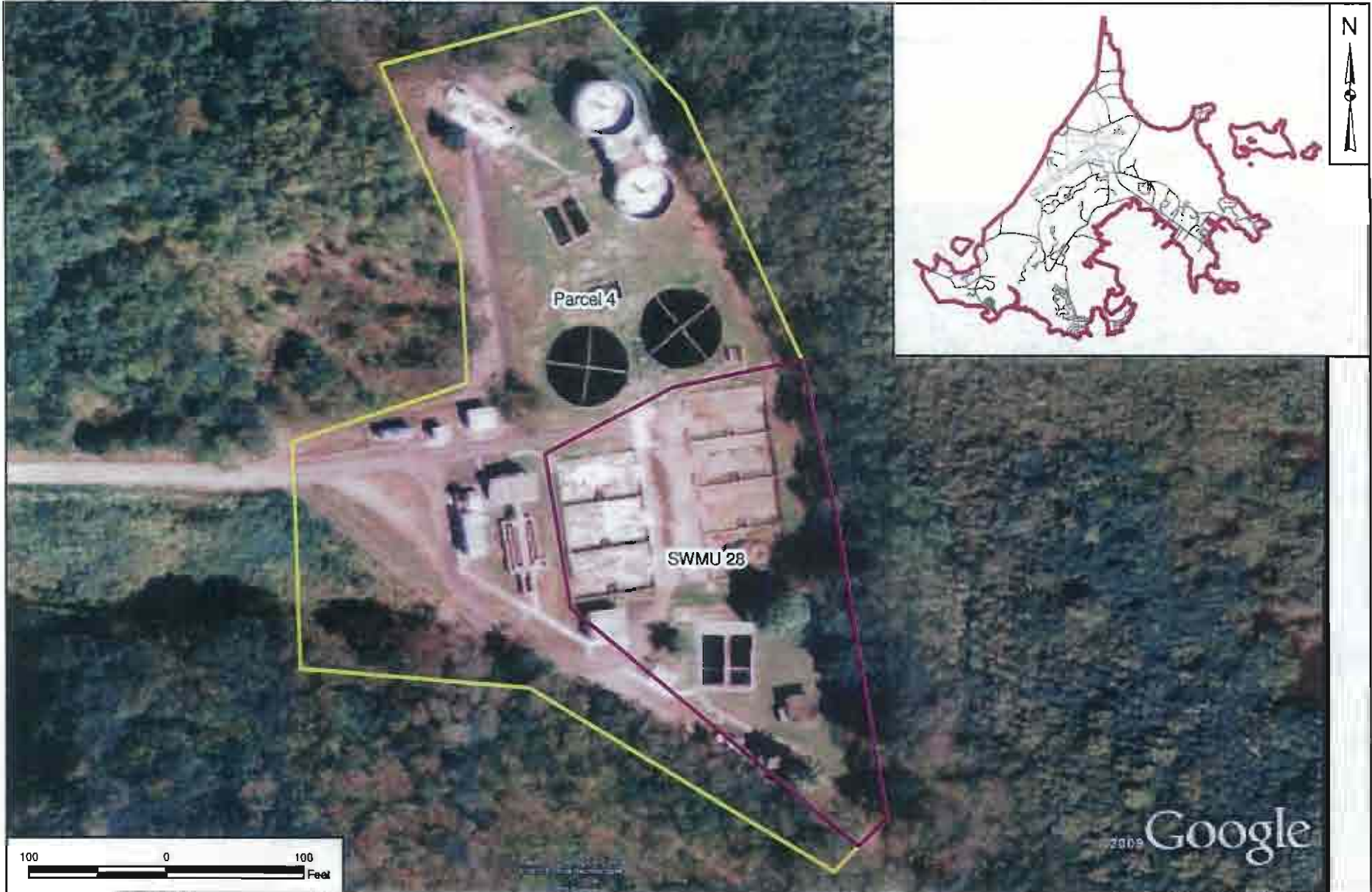
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CHECKED BY	DATE
L. ANDERSON	06/17/10
COST ESTIMATED AREA	
SCALE	
AS NOTED	



WATER AND WASTEWATER
TREATMENT PLANT PARCELS
NAVAL ACTIVITY PUERTO RICO
CEIBA, PUERTO RICO

CONTRACT NO.	
1090	
APPROVED BY	DATE
APPROVED BY	DATE
DRAWING NO.	REV.
FIGURE 1	0

Exhibit C
Aerial Photographs



DRAWN BY	DATE
K. MOORE	9/2/10
CHECKED BY	DATE
L. ANDERSON	3/30/11
COST/SCHEDULE AREA	



SCALE
AS NOTED

PARCEL 4
BUNDY WASTEWATER TREATMENT PLANT
NAVAL ACTIVITY PUERTO RICO
CEIBA, PUERTO RICO

CONTRACT NUMBER CTO 0043	
APPROVED BY	DATE
APPROVED BY	DATE
FIGURE NO. FIGURE C-2	REV 0



DRAWN BY	DATE
K. MOORE	9/2/10
CHECKED BY	DATE
L. ANDERSON	3/29/11
GOST/SCHEDULE AREA	
SCALE	
AS NOTED	



PARCEL 6
CAPEHART WASTEWATER TREATMENT PLANT
NAVAL ACTIVITY PUERTO RICO
CEIBA, PUERTO RICO

CONTRACT NUMBER	
CTO 0043	
APPROVED BY	DATE
APPROVED BY	DATE
FIGURE NO.	REV
FIGURE C-3	0

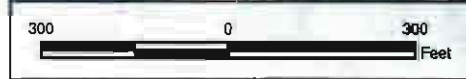


DRAWN BY	DATE
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CHECKED BY	DATE
L. ANDERSON	3/28/11
COST/SCHEDULE AREA	
SCALE	
AS NOTED	



PARCEL 57
FORRESTAL WASTEWATER TREATMENT PLANT
NAVAL ACTIVITY PUERTO RICO
CEIBA, PUERTO RICO

CONTRACT NUMBER	
CTO 0043	
APPROVED BY	DATE
APPROVED BY	DATE
FIGURE NO.	REV
FIGURE C-4	0



DRAWN BY	DATE
K. MOORE	9/2/10
CHECKED BY	DATE
C. KELLY	9/2/10
COST/SCHEDULE AREA	
SCALE AS NOTED	

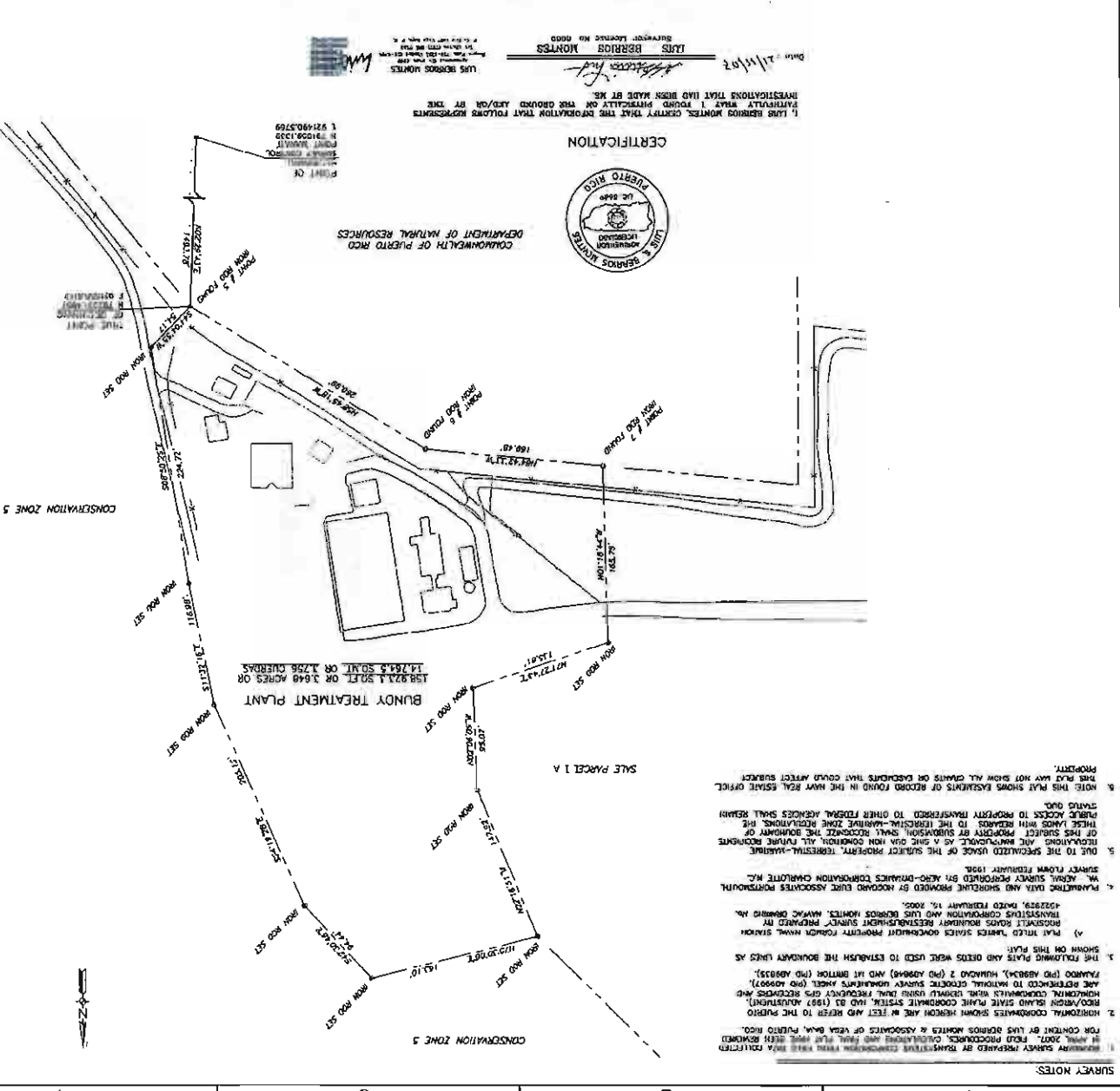
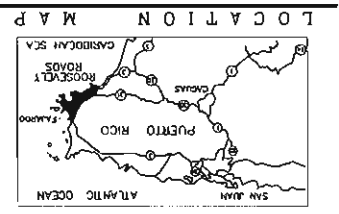
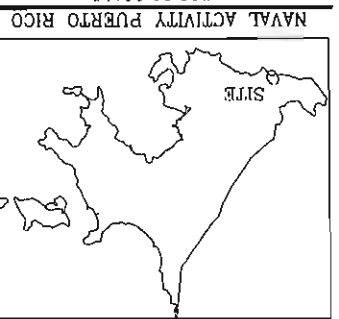
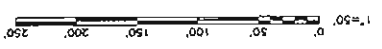


PARCEL 20
WATER TREATMENT PLANT
NAVAL ACTIVITY PUERTO RICO
CEIBA, PUERTO RICO

CONTRACT NUMBER	
CTO 0043	
APPROVED BY	DATE
APPROVED BY	DATE
FIGURE NO.	REV
FIGURE C-1	0

Exhibit D
Survey Maps

DATE	1/11/07
PROJECT	BUNDY TREATMENT PLANT
CLIENT	ATLANTIC DIVISION
LOCATION	NAVAL ACTIVITY, PUERTO RICO
PROJECT NO.	100-00000000
SCALE	AS SHOWN
DESIGNER	TRANS SYSTEMS
CHECKER	TRANS SYSTEMS
DATE	1/11/07
PROJECT	BUNDY TREATMENT PLANT
CLIENT	ATLANTIC DIVISION
LOCATION	NAVAL ACTIVITY, PUERTO RICO
PROJECT NO.	100-00000000
SCALE	AS SHOWN
DESIGNER	TRANS SYSTEMS
CHECKER	TRANS SYSTEMS
DATE	1/11/07



CERTIFICATION

DEPARTMENT OF NATURAL RESOURCES

COMMISSION OF PUERTO RICO

DATE: 1/11/07

LUIS BERRIOS MONTES

US BERRIOS MONTES

INVESTIGATIONS THAT I HAD BEEN MADE BY ME.

PARTICULARLY THAT I FOUND PHYSICALLY ON THE GROUND AND/OR BY THE

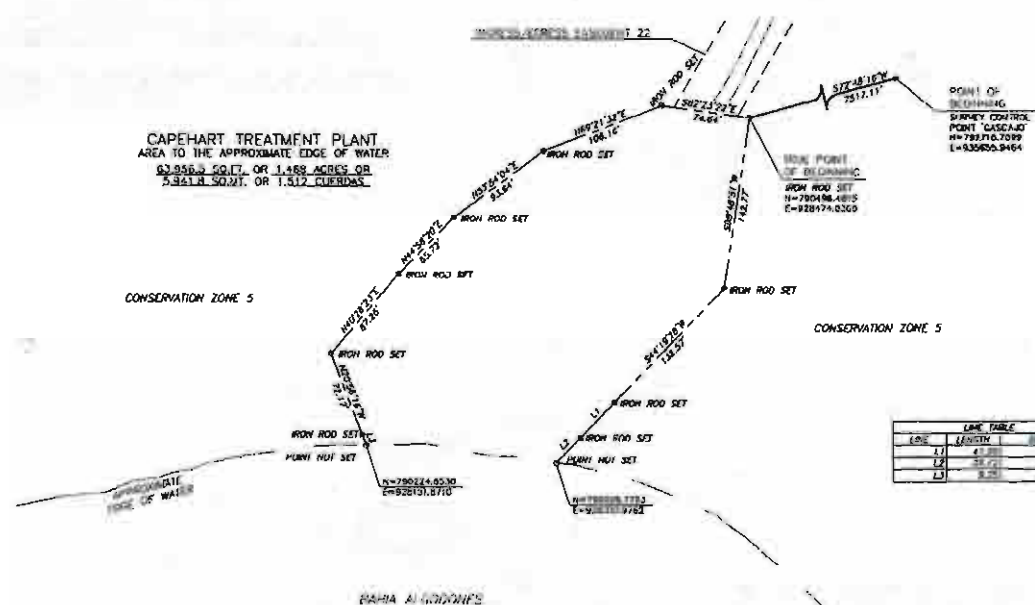
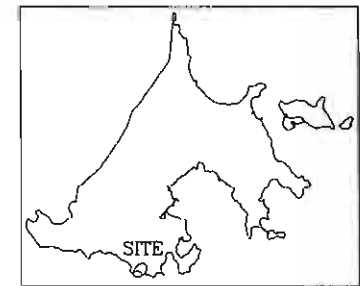


SURVEY NOTES:

1. SURVEY STAKES PREPARED BY TRANS SYSTEMS CORPORATION FROM FIELD DATA COLLECTED IN APRIL 2007. FIELD RECORDS, CALCULATIONS AND FIELD DATA HAVE BEEN REVIEWED FOR CONTENT BY LUIS BERRIOS MONTES & ASSOCIATES OF VERA DANA, PUERTO RICO.
2. HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO THE PUERTO RICO NATIONAL COORDINATE SYSTEM (PRN 83 (PRN 83000)).
3. THE FOLLOWING PLATS AND DEEDS WERE USED TO ESTABLISH THE BOUNDARY LINES AS SHOWN ON THIS PLAN:
 - a) 1987 DEED TRANSFERRING STAKE CONSERVATION PROJECT FROM NAVAL STATION ROYALTY ROADS REESTABLISHMENT SURVEY, PREPARED BY TRANS SYSTEMS CORPORATION AND LUIS BERRIOS MONTES, MARCO DOMINGO JR. 4222279, PHOTO PERMITMENT 14, 4000.
 - b) PLAT FILED UNDER STAKE CONSERVATION PROJECT BY RECORD EURE ASSOCIATES PROFESSIONAL ENGINEERS, PHOTO PERMITMENT 14, 4000.
4. DUE TO THE SPECIATED USAGE OF THE SUBJECT PROPERTY, TERRASTAL-MANAGEMENT REGULATIONS AND HERETOFORE AS A SAID SAID NON CONFORMITY, ALL FUTURE EASEMENTS OF THE SUBJECT PROPERTY SHALL BE SUBJECT TO THE BOUNDARY OF THESE PLATS WITH REFERENCE TO THE TERRASTAL-MANAGEMENT REGULATIONS. PUBLIC ACCESS TO PROPERTY TRANSFERRED TO OTHER FEDERAL AGENCIES SHALL REMAIN STANDING.
5. NOTE: THIS PLAN SHOWS EASEMENTS OF RECORD FOUND IN THE NAVAL REAL ESTATE OFFICE PROPERTY. THIS PLAN MAY NOT SHOW ALL CHAINS OR EASEMENTS THAT COULD AFFECT SUBJECT PROPERTY.

SURVEY NOTES

- BOUNDARY SURVEY PREPARED BY TRANSYSTEMS CORPORATION FROM FIELD DATA COLLECTED IN MAY 2007. FIELD PROCEDURES, CALCULATIONS AND FINAL PLAT HAVE BEEN REVIEWED FOR CONTENT BY LUIS BERRIOS MONTES A ASSOCIATED OF VEGA SALA, PUERTO RICO.
- HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO THE PUERTO RICO/IRISH ISLAND STATE PLANE COORDINATE SYSTEM, NAD 83 (1997 ADJUSTMENT). HORIZONTAL COORDINATES WERE DERIVED USING DUAL FREQUENCY GPS RECEIVERS AND ARE REFERENCED TO NATIONAL GEODESIC SURVEY MONUMENTS ANGEL (PID A09997), EL FARO (PID A09934), HEMACAO 7 (PID A09846) AND WJ BRITTON (PID A09835).
- 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 ROAD BOUNDARY REESTABLISHMENT SURVEY" PREPARED BY TRANSYSTEMS CORPORATION AND LUIS BERRIOS MONTES. NAVJAC DRAWING NO. 4522959, DATED FEB 15, 2005.
- PLANIMETRIC DATA AND SHORLINE PROVIDED BY HOSCARD EURE ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY ALMO DYNAMICS CORPORATION CHARLOTTE, N.C. SURVEY E11078 FEBRUARY 1998.
- DUE TO THE SPECIALIZED USAGE OF THE SUBJECT PROPERTY, TERRITORIAL-WARNTIME REGULATIONS ARE INAPPLICABLE AS A SINE QUA NON CONDITION. ALL FUTURE REQUIREMENTS OF THIS SUBJECT PROPERTY BY SUBMISSION, SHALL RECOGNIZE THE BOUNDARY OF THESE LANDS WITH REGARD TO THE TERRITORIAL-WARNTIME ZONE REGULATIONS. THE PUBLIC ACCESS TO PROPERTY TRANSFERRED TO OTHER FEDERAL AGENCIES SHALL REMAIN STATUS QUAO.
- NOTE: THIS PLAT SHOWS EASEMENTS OF RECORD FOUND IN THE NAVY REAL ESTATE OFFICE. THIS PLAT MAY NOT SHOW ALL GRANTS OR EASEMENTS THAT COULD AFFECT SUBJECT PROPERTY.



LINE	LENGTH	BEARING
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L2	51.11	S42°11'14" W
L3	8.22	N07°24'18" E

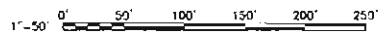


CERTIFICATION

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 I HAVE MADE BY ME.

Date: 3/11/09
 LUIS BERRIOS MONTES
 Surveyor License No. 10000

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



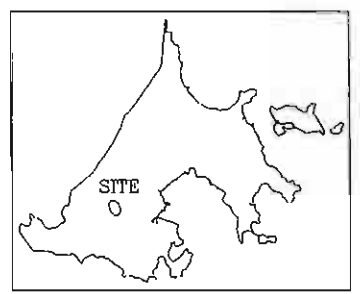
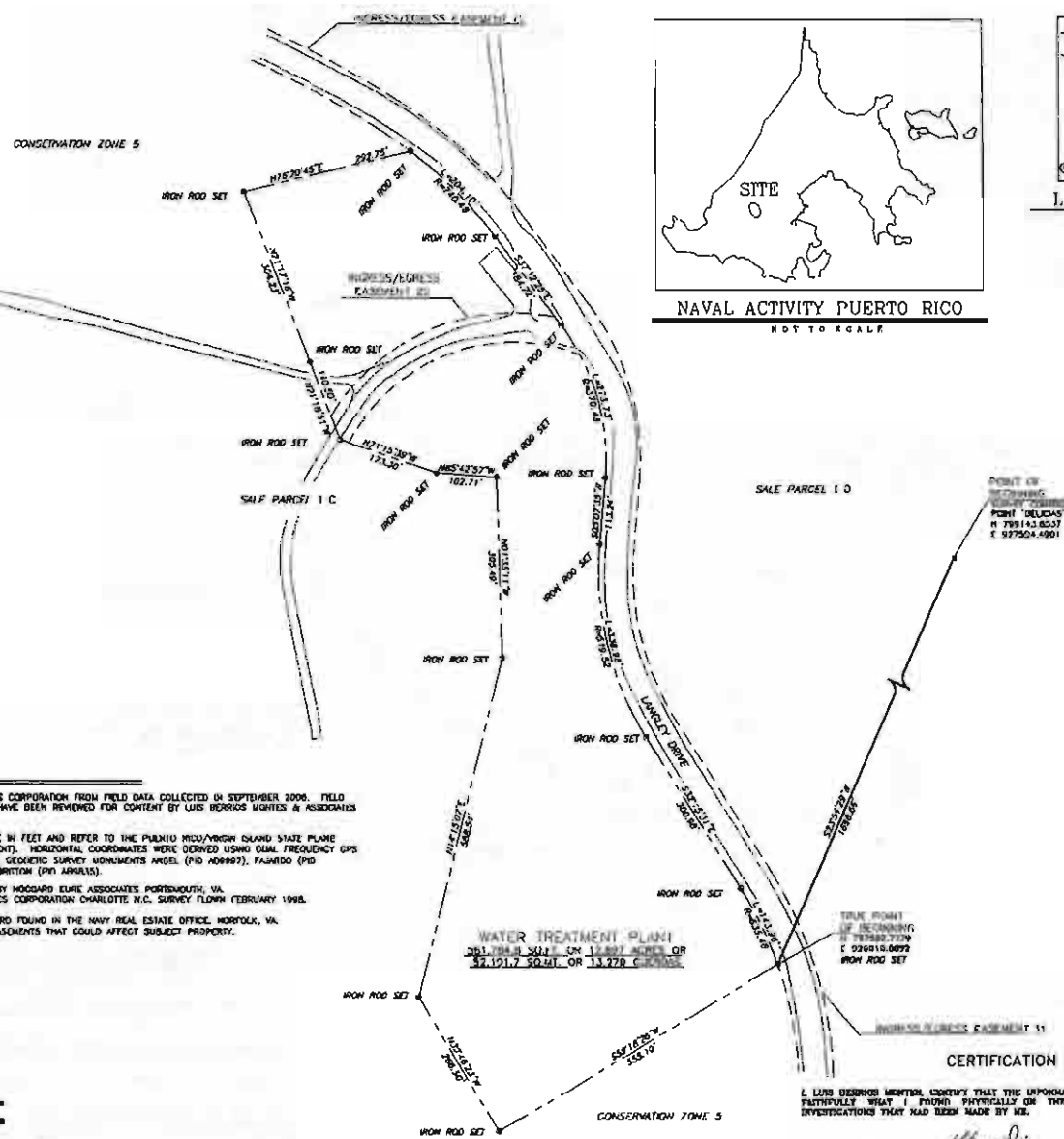
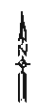
TRANSYSTEMS CORPORATION
 Transystems Corporation
 1000 North Street, Suite 1000
 San Juan, Puerto Rico 00901
 Phone: 787-627-1111 Fax: 787-627-1113
 www.transystems.com

ATLANTIC DIVISION
 NAVAL ACTIVITY PUERTO RICO
 CABA, PUERTO RICO
 UNITED STATES GOVERNMENT PROPERTY
 FORMER NAVAL STATION ROOSEVELT ROADS
 CAPEHART TREATMENT PLANT

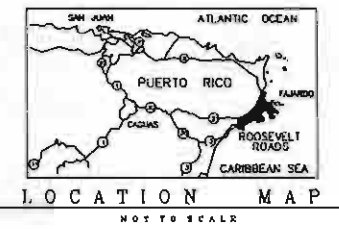
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 DATE: 02-15-05
 SHEET: 1 OF 1

1 2 3 4 5

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NAVAL ACTIVITY PUERTO RICO
NOT TO SCALE



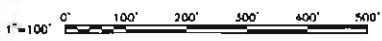
LOCATION MAP
NOT TO SCALE

SURVEY NOTES:

1. BOUNDARY SURVEY PREPARED BY TRANSYSTEMS CORPORATION FROM FIELD DATA COLLECTED ON SEPTEMBER 2006. 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 PUEBLO RICO/WIDEWORLD STATE PLANE COORDINATE SYSTEM, NAD 83 (1987 ADJUSTMENT). HORIZONTAL COORDINATES WERE DERIVED USING DUAL FREQUENCY GPS RECEIVERS AND ARE REFERENCED TO NATIONAL GEODETIC SURVEY MONUMENTS ANGEI (PID A08892), FAJADO (PID A08834), HUMACAO 2 (PID A08848) AND MT BRITTON (PID A08815).
3. PLANIMETRIC DATA AND SHORELINE PROVIDED BY HOGGARD EURLIE ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY: AERO-DYNAMICS CORPORATION CHARLOTTE, N.C. SURVEY FLOWN FEBRUARY 1998.
4. NOTE: THIS PLAT SHOWS EASEMENTS OF RECORD FOUND IN THE NAVY REAL ESTATE OFFICE NORFOLK, VA. THIS PLAT MAY NOT SHOW ALL GRANTS OR EASEMENTS THAT COULD AFFECT SUBJECT PROPERTY.

LEGEND

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



POINT OF BEGINNING
POINT DELICIAS
N 79°14'3.00" E
X 377504.4901

TRUE POINT
OF BEGINNING
N 79°08'7.77" E
X 376810.0092
IRON ROD SET

CERTIFICATION



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

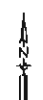
Date: 2/10/07
LUIS BERRIOS MONTES
 Surveyor Licencia No. 0009
 LUIS BERRIOS MONTES
 100 P.O. BOX 1873 SAN JUAN, P.R. 00901
 TEL: (787) 482-9577 FAX: (787) 482-9582

<p>TransSystems 1000 Point Center, 600 Norfolk - Virginia - USA, 23510-6632 Phone: 757-629-1111 Fax: 757-629-1113 www.transsystems.com</p>	
<p>PROJECT: NAVAL ACTIVITY PUERTO RICO</p> <p>TITLE: WATER TREATMENT PLANT</p>	
<p>DATE: 2/10/07</p>	
<p>SCALE: AS NOTED</p>	
<p>DRAWN BY: [Signature]</p>	
<p>CHECKED BY: [Signature]</p>	
<p>DATE: 2/10/07</p>	
<p>PROJECT NO: 082470-02-0-7419</p>	
<p>DATE: 2/10/07</p>	

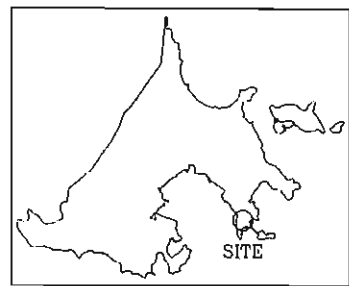
1 2 3 4 5

SURVEY NOTES:

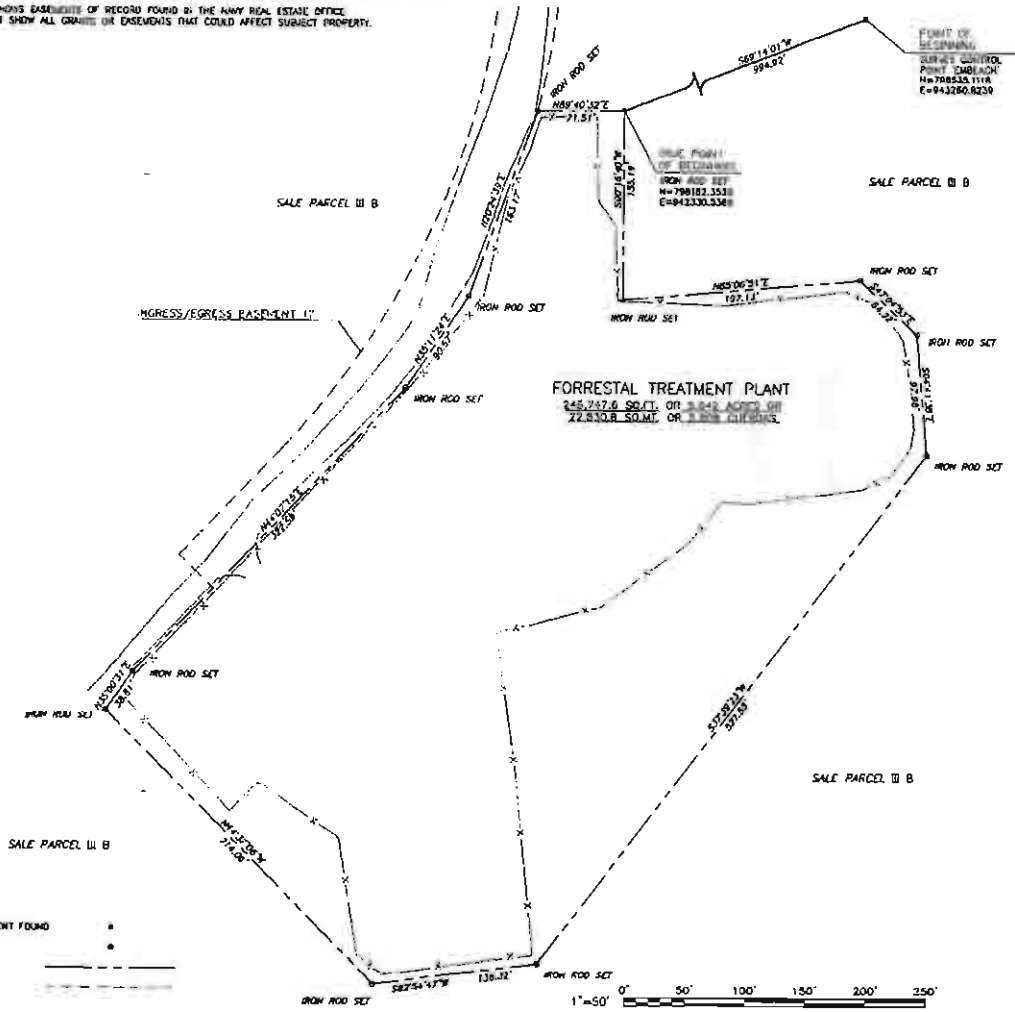
- BOUNDARY SURVEY PREPARED BY TRANSYSTEMS CORPORATION FROM FIELD DATA COLLECTED BY AUGUST 2007. FIELD PROCEDURES, CALCULATIONS AND FINAL PLAT HAVE BEEN REVIEWED FOR CONTENT BY LUIS BERRIOS MONTES & ASSOCIATES OF VEZA BAJA, PUERTO RICO.
- HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO THE PUERTO RICO/VIRGIN ISLAND STATE PLATE COORDINATE SYSTEM, NAD 83 (1987 ADJUSTMENT). HORIZONTAL COORDINATES WERE DETERMINED USING DUAL FREQUENCY GPS RECEIVERS AND ARE REFERENCED TO NATIONAL GEODETIC SURVEY ADJUSTMENTS ANGEL (PID A0W937), FARRAGO (PID A0B034), HUMACAO 2 (PID A0B040) AND MT BRITTON (PID A0B035).
- 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 RECONSTRUCTION SURVEY" PREPARED BY TRANSYSTEMS CORPORATION AND LUIS BERRIOS MONTES. MAPING TECHNIQUE No. 4327929, DATED FEB 15, 2005.
- PLANIMETRIC DATA AND SHORELINE PROVIDED BY HOGGARD EURE ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY AEROS-DYNAMICS CORPORATION CHARLOTTE N.C. SURVEY FLDN# FEBRUARY 1990.
- NOTE: THIS PLAT SHOWS EASEMENTS OF RECORD FOUND BY THE NAVY REAL ESTATE OFFICE. THIS PLAT MAY NOT SHOW ALL GRANTS OR EASEMENTS THAT COULD AFFECT SUBJECT PROPERTY.



LOCATION MAP
NOT TO SCALE



NAVAL ACTIVITY PUERTO RICO
NOT TO SCALE



CERTIFICATION

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

Date: 2/11/09
 LUIS BERRIOS MONTES
 Surveyor License No. 6090

LUIS BERRIOS MONTES
 Registered Professional Engineer
 License No. 10000
 No. 9, P.O. Box 100, San Juan, P.R. 00901

DATE PLOTTED: 02/11/09	
SCALE: AS SHOWN	
PROJECT NUMBER: 002-970-01-U-7019	
DRAWN BY: [Signature]	
CHECKED BY: [Signature]	
DATE: 02/11/09	
PROJECT TITLE: FORRESTAL TREATMENT PLANT	
CLIENT: UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS	
PROJECT LOCATION: NAVAL ACTIVITY PUERTO RICO	
DRAWING NUMBER: 002-970-01-U-7019	
DATE: 02/11/09	
DRAWN BY: [Signature]	
CHECKED BY: [Signature]	
DATE: 02/11/09	
PROJECT TITLE: FORRESTAL TREATMENT PLANT	
CLIENT: UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS	
PROJECT LOCATION: NAVAL ACTIVITY PUERTO RICO	
DRAWING NUMBER: 002-970-01-U-7019	
DATE: 02/11/09	
DRAWN BY: [Signature]	
CHECKED BY: [Signature]	
DATE: 02/11/09	

Exhibit E

Tables

Table 1
Naval Activity Puerto Rico
WTP and WWTP Parcels FOST
Facilities List

Facility #	Former User	Name	Area	Unit	Yr Built
		CAPEHART WASTEWATER TREATMENT PLANT			
1691	PWD	SEWAGE TRTMT PLANT CAPEHART	-	-	1970
2039	PWD	CHEMICAL FEED BUILDING	-	-	1970
2230	PWD	OFFICE	-	-	1970
2399	PWD	MANATEE OBSV TWR/WALK	-	-	1996
		BUNDY WASTEWATER TREATMENT PLANT			
1757	PWD	SEWAGE TRTMT PLANT BUNDY	-	-	1969
1757A	PWD	BUNDY STP CHLORINATION ROOM	120	SF	1969
2021	PWD	GNR HSE BY BUNDY LS #24NDY	320	SF	1982
2673	PWD	PUMPING STATION	108	SF	-
2674	PWD	LATRINE FACILITY	49	SF	-
2675	PWD	FACILITY OFFICE	483	SF	-
2676	PWD	COMPRESSOR SHELTER	210	SF	-
		FORRESTAL WASTEWATER TREATMENT PLANT			
1758	PWD	CHLORINATION ROOM FORRESTAL	120	SF	1970
2019	PWD	GENERATOR HOUSE BY LS 1758	320	SF	1982
2075	PWD	LAGOON	1	MG	1983
		WATER TREATMENT PLANT			
87	PWD	RAW WATER RESERVOIR	46.1	MG	1943
88	PWD	FILTRATION PLANT	6261	SF	1944
88A	PWD	BACKFLUSH TNK WTR FLTRS	378	SF	-
158	PWD	DISCH PIT-FILTRATION PLANT (BLDG 88)	280	-	1943
2287	PWD	GENERATOR BLDG B#88	170	SF	1988
2481	PWD	GENERATOR SHELTER @B88	72	SF	-

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

FOST Finding of Suitability to Transfer
MG Million Gallon
PWD Public Works Department
WTP Water Treatment Plant
WWTP Wastewater Treatment Plant

Table 2
Naval Activity Puerto Rico
WTP and WWTP Parcels FOST
Solid Waste Management Units Summary and Status

Parcel	SWMU No.	Description	CERFA ^a	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	38	Sanitary and Storm Water Sewer Systems Below ground sanitary and storm sewer systems.	3	CAC w/out Controls	No Further Action determination from 1994 Part B Permit carried over to Consent Order. No knowledge or evidence of systematic and routine releases of hazardous wastes. An RFI was not required. The "CAC w/out Controls" shown for SWMU 38 is contingent, under the 2007 RCRA Consent Order between the Navy and EPA, on the Navy fully addressing any releases that may have impacted the sanitary and/or storm sewer water sewer systems (i.e., SWMU 38) as a release(s) from either SWMUs 4, 12, 13 and 14, and/or from any other SWMU at the NAPR facility, where releases have impacted the sanitary and/or storm water sewer systems.	NA	None	NA	None
EDC	42	Water Treatment Plant Filter Backwash Lagoons Two clay-lined lagoons used for disposal of sludge from the water purification plant. The sludge, consisting of river mud, aluminum sulfate, and lime, is periodically (approximately every 7 years) removed and disposed of at the base landfill. The water from the lagoons was originally discharged into the nearby creek, rerouted back to the reservoir in the late 1970s, then routed to the Bundy wastewater treatment plant between 1995 and 1996, due to the inability to meet the new trihalomethane rule. There is no indication of hazardous wastes being managed and no visual evidence of releases of hazardous wastes or constituents at this SWMU.	3	CAC with Controls	Previously Identified as No Further Action in 1994 Permit. Consent Order required an RFI. Phase I RFI performed and Revised Final Phase I RFI Report approved by EPA.	Lined Lagoon Sediments - Copper, Acrolein; Soil - arsenic and vanadium	2 (Sediment in Lagoons)	NA	CAC w/ Controls until the sediment within the lagoons is removed and disposed of properly when the plant ceases operation
^a 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									
CAC	Corrective Action Complete determination			RCRA	Resource Conservation and Recovery Act				
CERFA	Community Environmental Response Facilitation Act			RFI	RCRA Facility Investigation				
EDC	Economic Development Conveyance			SWMU	Solid Waste Management Unit				
EPA	Environmental Protection Agency			WTP	Water Treatment Plant				
NA				WWTP	Wastewater Treatment Plant				
Key Documents									
	Baker, 2006a. (Michael Baker Jr., Inc.) Revised Final Phase I RCRA Facility Investigation Report for SWMU 42, Naval Activity Puerto Rico, Ceiba, Puerto Rico. Moon Township, Pennsylvania. January.								
	EPA, 2007. (U.S. Environmental Protection Agency) RCRA § 7003 Administrative Order on Consent, In the Matter of United States, The Department of the Navy, Naval Activity Puerto Rico, formerly Naval Station Roosevelt Roads, Puerto Rico, EPA Docket No. RCRA-02-2007-7301. Janu								
	Navy, 2005. (Naval Facilities Engineering Command Atlantic) Phase III Environmental Condition of Property Report, Former U.S. Naval Station Roosevelt Roads, Ceiba, Puerto Rico. Norfolk, Virginia. July.								
	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.								

Table 3
Naval Activity Puerto Rico
WTP and WWTP Parcels FOST
Aboveground Storage Tank List

Number	Type	Location (User)	Capacity	Material Stored
88	AST	WATER TREATMENT PLANT (PWD)	500	Diesel
1691	AST	CAPEHART WWTP (PWD)	1,000	Diesel
1691-M	AST	CAPEHART WWTP (PWD)	8,000	Methanol
1758	AST	FORRESTAL WWTP (PWD)	550	Diesel
1758-M	AST	FORRESTAL WWTP (PWD)	8,000	Methanol
2021	AST	BUNDY WWTP (PWD)	400	Diesel
2021-M	AST	BUNDY WWTP (PWD)	8,000	Methanol

AST Aboveground Storage Tank
 FOST Finding of Suitability To Transfer
 PWD Public Works Department
 WTP Water Treatment Plant
 WWTP Wastewater Treatment Plant

Table 4
Naval Activity Puerto Rico
WTP and WWTP Parcels FOST
Asbestos-Containing Material Inspection Results

Facility #	Name	ACM Identified	Comments
CAPEHART WASTEWATER TREATMENT PLANT			
1691	SEWAGE TRTMT PLANT CAPEHART	NI	
2039	CHEMICAL FEED BUILDING	NI	
2230	OFFICE	NI	
2399	MANATEE OBSV TWR/WALK	NI	
BUNDY WASTEWATER TREATMENT PLANT			
1757	TREATMENT PLANT	N	
1757A	BUNDY STP CHLORINATION ROOM	N	
2021	GNR HSE BY BUNDY LS #24NDY	N	
2673	PUMPING STATION	N	
2674	LATRINE FACILITY	N	
2675	TREATMENT FACILITY OFFICE	N	
2676	COMPRESSOR SHELTER	N	
FORRESTAL WASTEWATER TREATMENT PLANT			
1758	CHLORINATION ROOM FORRESTAL	NI	
2019	GENERATOR HOUSE BY LS 1758	N	
2075	1 MG LAGOON	NI	
WATER TREATMENT PLANT			
87	RAW WATER RESERVOIR	NI	
88	FILTRATION PLANT	Y	
88A	BACKFLUSH TNK WTR FLTRS	NI	
158	DISCH PIT-FILTRATION PLANT (BLDG 88)	NI	
2287	GENERATOR BLDG B#88	N	
2481	GENERATOR SHELTER @ B88	N	

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

Source: Final Asbestos Inspection Report for Naval Activity Puerto Rico, Ceiba, Puerto Rico (Baker, June 2005)

Exhibit F

**Asbestos-Containing Materials Hazard Disclosure
and Acknowledgment Form**

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

ASBESTOS WARNING STATEMENT

YOU ARE ADVISED THAT CERTAIN BUILDINGS WITHIN THE WATER AND WASTEWATER TREATMENT PLANT PARCELS AT NAVAL ACTIVITY PUERTO RICO (NAPR) 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). YOU ARE FURTHER ADVISED IT IS LIKELY THAT UNDISCOVERED ACM ASSOCIATED WITH UNDERGROUND UTILITIES AND MISCELLANEOUS BUILDING MATERIALS EXISTS AT NAPR.

ACKNOWLEDGMENT

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, Water and Wastewater Treatment Plant Parcels, Naval Activity Puerto Rico, 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 buildings and underground utilities covered by this Transfer.
- (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, 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 G

**Lead-Based Paint Hazard Disclosure
and Acknowledgment Form**

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

LEAD WARNING STATEMENT

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

ACKNOWLEDGMENT

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 the *Finding of Suitability to Transfer, Water and Wastewater Treatment Plant Parcels, 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 H

Threatened and Endangered Species Conservation Measures

THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 4

Common Name—Water Treatment

Conveyance—EDC

Neighboring Parcel(s)—2, 5

Yellow-shouldered Blackbird

GENERAL REQUIREMENTS

- No development is allowed in Parcel 5 and 7 (Conservation).
- Pesticide and herbicide applications must follow Commonwealth of Puerto Rico regulations.

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 Index 4

Common Name: Water Treatment
Conveyance: EDC
Neighboring Parcel(s): 2, 5

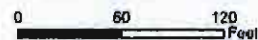
August 18, 2006

Legend

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



1 inch equals 95 Feet



THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 6

Common Name—Water Treatment
Conveyance—EDC
Neighboring Parcel(s)—5, 7, 8

Yellow-shouldered Blackbird

GENERAL REQUIREMENTS

- No development is allowed in Parcel 5 and 7 (Conservation).
- All development related activities (new construction, ground clearing, demolition/remodeling) adjacent to conservation parcels (1, 5) should occur between September 1 and March 15 (non-breeding season) or be restricted to an area 50 m from the parcel boundary from March 15-August 30 (breeding season).
- Notify the U.S. Fish and Wildlife Service (USFWS) if a yellow-shouldered blackbird nest is found anywhere on the property (787-851-7297).
- Pesticide and herbicide applications must follow Commonwealth of Puerto Rico regulations.

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 Index 6

Common Name: Water Treatment
Conveyance: EDC
Neighboring Parcel(s): 5, 7, 8

Legend

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

August 18, 2005



1 inch equals 202 Feet



THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 20

Common Name—Water Treatment
Conveyance—EDC
Neighboring Parcel(s)—5, 19, 25

Yellow-shouldered Blackbird

GENERAL REQUIREMENTS

- No development is allowed in Parcel 1 and 5 (Conservation).
- All development related activities (new construction, ground clearing, demolition/remodelling) adjacent to conservation parcels (5) should occur between September 1 and March 15 (non-breeding season) or be restricted to an area 50 m from the parcel boundary from March 15-August 30 (breeding season).
- Notify USFWS if a yellow-shouldered blackbird nest is found anywhere on the property (787-851-7297).
- Pesticide and herbicide applications must follow Commonwealth of Puerto Rico regulations.

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).
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 Index 20

Common Name: Water Treatment
Conveyance: EDC
Neighboring Parcel(s): 5, 19, 25

Legend

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



August 18, 2006

1 inch equals 311 Feet



Parcel Index 20

Common Name: Water Treatment
Conveyance: EDC
Neighboring Parcel(s): 5, 19, 25

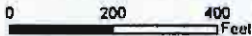
August 18, 2006

Legend

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



1 inch equals 311 Feet



THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 57

Common Name—Water Treatment
Conveyance—EPC
Neighboring Parcel(s)—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 Index 57

Common Name: Water Treatment
Conveyance: EDC
Neighboring Parcel(s): 59

Legend

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



August 18, 2005

1 inch equals 135 Feet



Parcel Index 57

Common Name: Water Treatment
Conveyance: EDC
Neighboring Parcel(s): 59

Legend

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



August 18, 2006

1 inch equals 133 Feet

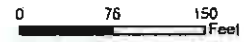


Exhibit I

CERCLA Hazardous Substance Notice and Response Action Summary

Naval Activity Puerto Rico
WTP and WWTP Parcels FOST
CERCLA Hazardous Substance Notice/Response Action Summary
Page 1 of 1

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 Hazardous Waste No.	Quantity Stored	Date of Storage	Quantity Released	Date of Release	Response Actions Taken
1691	Capehart Area WWTP	Methanol	67561	Methyl Alcohol	F003, U154	8,000 gallons	1970s to 2010	None Known to be Released	None Known to be Released	--
		Sodium Hydroxide	1310732	--	Not Assigned	Unknown	1970s to 2010	None Known to be Released	None Known to be Released	--
1757	Bundy Area WWTP	Methanol	67561	Methyl Alcohol	F003, U154	8,000 gallons	1970s to 2010	None Known to be Released	None Known to be Released	--
		Sodium Hydroxide	1310732	--	Not Assigned	Unknown	1970s to 2010	None Known to be Released	None Known to be Released	--
1758	Forestal Area WWTP	Methanol	67561	Methyl Alcohol	F003, U154	8,000 gallons	1970s to 2010	None Known to be Released	None Known to be Released	--
		Sodium Hydroxide	1310732	--	Not Assigned	Unknown	1970s to 2010	None Known to be Released	None Known to be Released	--
88	Water Treatment Plant	Chlorine	7782505	--	Not Assigned	4,000 pounds	1940s to 2010	None Known to be Released	None Known to be Released	--
		Sodium Hydroxide	1310732	--	Not Assigned	8,000 gallons	1940s to 2010	None Known to be Released	None Known to be Released	--

Exhibit J
Responses to Comments



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

JAN 13 2011

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Mark E. Davidson
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)
Water and Wastewater Treatment Plant Parcels and the Draft Finding of Suitability to
Lease (FOSL) Carve-Outs Within the Water and Wastewater Treatment Plant Parcels

Dear Mr. Davidson:

This letter is addressed to you as the Navy's designated project coordinator pursuant to the January 29, 2007 RCRA Administrative Order on Consent ("the Consent Order") between the United States Environmental Protection Agency (EPA) and the U.S. Navy (the Navy).

EPA has completed its review of the Draft Finding of Suitability to Transfer (FOST) Water and Wastewater Treatment Plant Parcels and the Draft Finding of Suitability to Lease (FOSL) Carve-Outs Within the Water and Wastewater Treatment Plant Parcels, both of which were transmitted to the Puerto Rico Environmental Quality Board (EQB) and EPA on behalf of the Navy, by Lawson Anderson's (of Tetra Tech NUS Inc.) letter of December 17, 2010.

EPA has no comments on the Draft FOSL, and one comment on the Draft FOST. Sections 4.0 A and B of the Draft FOST should be revised to clarify that there are a total of seven aboveground storage tanks (ASTs) on the subject property: three of which are discussed in Section 4.0 A (Hazardous Substance Contamination) and four of which are discussed in Section 4.0 B (Petroleum Contamination).

Please revise the Draft FOST to acceptably address the above comments. When completed, please submit two copies of the final FOST and FOSL to EPA's RCRA Programs Branch in New York, and one copy to Mr. Carl Soderberg of EPA's Caribbean Environmental Protection Division in San Juan, PR. If you have any questions, please telephone me at (212) 637- 4167.

Sincerely yours,



Timothy R. Gordon
Project Coordinator
Resource Conservation and Special Projects Section
RCRA Programs Branch

cc: Ms. Wilmarie Rivera, P.R. Environmental Quality Board
Mr. David Criswell, U.S. Navy, BRAC
Mr. Lawson Anderson, Tetra Tech NUS Inc.

Navy Responses to U.S. Environmental Protection Agency, Region 2 Review Comments

Draft Finding of Suitability to Transfer (FOST), Water and Wastewater Treatment Plant Parcels and Draft Finding of Suitability to Lease (FOSL), Carve-Outs Within the Water and Wastewater Treatment Plant Parcels, Naval Activity Puerto Rico

EPA has no comments on the Draft FOSL, and one comment on the Draft FOST. Sections 4.0 A and B of the Draft FOST should be revised to clarify that there are a total of seven aboveground storage tanks (ASTs) on the subject property: three of which are discussed in Section 4.0 A (Hazardous Substance Contamination) and four of which are discussed in Section 4.0 B (Petroleum Contamination).

Navy Response:

The last paragraph in Section 4.0.A. has been revised to read as follows:

“The ECP Report documented seven operational aboveground storage tanks (ASTs) on the Subject Property. Three of these are 8,000-gallon methanol ASTs – one at each WWTP for enhancing the denitrification process. These ASTs are listed in Table 3 (Exhibit E) along with four diesel fuel ASTs that are discussed in Section 4.B. below. There are no known spills or releases associated with the ASTs or process chemical usage on the Subject Property.”



COMMONWEALTH OF PUERTO RICO
Office of the Governor
Environmental Quality Board



ENVIRONMENTAL EMERGENCIES RESPONSE AREA

January 28, 2011

Mr. Mark E. Davidson
U.S. Navy
BRAC PMO SE
4130 Faber Place Driver, Suite 202
North Charleston, SC 29405

RE: Technical Review of the Draft Finding of Suitability to Transfer (FOST), Water and Wastewater Treatment Plant Parcels Conveyance (Parcels 4, 6, 20 and 57), Naval Activity Puerto Rico (NAPR)

Dear Mr. Davison:

The Puerto Rico Environmental Quality Board (PREQB) has completed its review of the Draft Finding of Suitability to Transfer (FOST), Water and Wastewater Treatment Plant Parcels Conveyance (Parcels 4, 6, 20 and 57), Naval Activity Puerto Rico, Ceiba, Puerto Rico, dated December 2010. Our comments are provided in the attachment.

If you have any additional questions or comments, please contact me at (787) 767-8181, extension 6129.

Cordially,

Wilmarie Rivera
Federal Facilities Coordinator
Environmental Emergencies Response Area

cc: Gloria M. Toro Agrait, EQB Hazardous Waste Permits Division

Technical Review of Draft Finding of Suitability to Transfer, Water and Wastewater Treatment Plant Parcels Conveyance, (Parcels 4, 6, 20 and 57), Naval Activity Puerto Rico, dated December 10, 2010

1. PAGE-SPECIFIC COMMENTS

1. Page 3, Section 3.0, paragraph 2: This paragraph states "...Since the establishment of NAPR, all industrial and commercial operations on the Subject Property with a *significant* potential for environmental contamination have ceased..." Please clarify what is meant by "*significant* potential," as it seems that there are operations that have the potential for environmental contamination although at levels that are not significant. Additional clarification is requested to define what is considered a significant potential for environmental contamination.

Navy Responses to Puerto Rico Environmental Quality Control Board Review Comments

Draft Finding of Suitability to Transfer Water and Wastewater Treatment Plant Parcels Conveyance, (Parcels 4, 6, 20 and 57) Naval Activity Puerto Rico dated December 10, 2010

I. PAGE-SPECIFIC COMMENTS

1. Page 3, Section 3.0, paragraph 2: This paragraph states " ... Since the establishment of NAPR, all industrial and commercial operations on the Subject Property with a *significant* potential for environmental contamination have ceased ... " Please clarify what is meant by "*significant* potential," as it seems that there are operations that have the potential for environmental contamination although at levels that are not significant. Additional clarification is requested to define what is considered a significant potential for environmental contamination.

Navy Response:

The paragraph has been reworded to state the following:

"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 have ceased other than operation and maintenance of the utility systems, which have little potential for environmental contamination."

FINDING OF SUITABILITY TO LEASE, REVISION 1

CARVE-OUTS WITHIN SALE PARCEL III AND SCIENCE PARK

**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**

September 2011

**FINDING OF SUITABILITY TO LEASE, REVISION 1
CARVE-OUTS WITHIN SALE PARCEL III AND SCIENCE PARK
NAVAL ACTIVITY PUERTO RICO**

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FINDING OF SUITABILITY TO LEASE, REVISION 1 CARVE-OUTS WITHIN SALE PARCEL III AND SCIENCE PARK NAVAL ACTIVITY PUERTO RICO

1.0 PURPOSE

This Finding of Suitability to Lease (FOSL) summarizes how the requirements and notifications for hazardous substances, petroleum products and other regulated material on the subject 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 Carve-outs Within Sale Parcel III and Science Park (collectively, Subject Property) at Naval Activity Puerto Rico (NAPR), Ceiba, Puerto Rico are environmentally suitable for lease subject to the conditions, notifications and restrictions set forth in this document. 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 lease requirements are stated below.

The Subject Property is comprised of approximately 345 acres in numerous non-contiguous areas carved out of the Sale III and Science Park parcels located primarily along the ridge overlooking the northeastern side of Ensenada Honda and also on the southern peninsula of Bahía de Puerca. Facilities located on the Subject Property include a marina, a gasoline filling station, hazardous waste and materials storage facilities, maintenance shops, storage buildings, and recreational facilities. The carve-out areas were removed from Sale Parcel III and Science Park because they are Resource Conservation and Recovery Act (RCRA) Solid Waste Management Units (SWMUs) and Areas of Concern (AOCs) with work remaining to be completed under the Administrative Order on Consent (Consent Order; EPA Docket No. RCRA-02-2007-7301; EPA, 2007) that sets out the Navy's corrective action obligations under RCRA. Until a Corrective Action Complete determination has been approved by EPA for the SWMUs and AOCs located within the carve-out areas, the Navy will continue to be responsible for completion of any remaining corrective and/or remedial actions required for those SWMUs and AOCs, pursuant to the Consent Order. Furthermore, the SWMUs cannot be included in the transfer of Sale Parcel III and the Science Park 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).

FINDING OF SUITABILITY TO LEASE, REVISION 1 CARVE-OUTS WITHIN SALE PARCEL III AND SCIENCE PARK NAVAL ACTIVITY PUERTO RICO

The Navy and the new owner of Sale Parcel III and the Science Park will execute a lease in furtherance of conveyance for the carve-out areas. Upon successful completion of all necessary remedial actions by the Navy, the leased property will be transferred to the new owner. At the time of the transfer of each carve-out, the Navy will issue a Finding of Suitability to Transfer for the parcel(s) to be conveyed. Any land use controls required after the completion of all necessary remedial actions will be outlined in the FOST for that parcel(s) and included in the transfer deed. Vicinity maps showing Sale Parcel III, the Science Park parcel, and the carve-out (lease) areas within each are included in Exhibit B.

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 carve-outs that comprise the Subject Property are as follows:

- **SWMU 3, Base Landfill** – Approximately 110 acres in Sub-parcels 56, 59 and 60. The unlined landfill was used since the early 1960s. The active portion (a lined 35-acre cell within the limits of the old 85-acre landfill) was closed and capped in 2007.
- **SWMU 9, Tank 212-217 Sludge Burial Pits** – Approximately 42 acres in two non-contiguous areas of Sub-parcel 40. Unlined, earthen pits in which petroleum sludges were buried after tank cleanings between 1940 and 1978.
- **SWMUs 11/45, Old Power Plant (Building 38 Interior/Exterior)** – Approximately 15 acres in Sub-parcel 59. SWMU 11 is the interior of Building 38, including a former concrete pad where transformers and transformer fluids containing PCBs were stored. SWMU 45 is the exterior of Building 38 where transformer oils containing PCBs were routinely discarded directly onto the ground, and includes the path of the cooling water intake tunnel from Puerca Bay. There are two closed in place 50,000-gallon underground storage tanks (USTs) associated with SWMUs 11/45.
- **SWMU 31, Waste Oil Collection Area - Buildings 31 and 2022** - Approximately 0.6 combined acres with SWMU 32 in Sub-parcel 52. Located in the Public Works Department storage yard near the Transportation Shop, it consists of a curbed, concrete pad used for temporary outdoor storage of waste oil containers. During a 1993 inspection, oil staining surrounded the storage pad.
- **SWMU 32 - Public Works Department Storage Yard/Battery Collection Area** – Approximately 0.6 combined acres with SWMU 31 in Sub-parcel 52. In 1988, it was an outdoor area where discarded batteries were stored. Approximately 100 55-gallon drums of contaminated jet fuel and soil were observed stored on wooden pallets resting on bare ground during the 1993 follow-up investigation. Along with these drums, an area of

**FINDING OF SUITABILITY TO LEASE, REVISION 1
CARVE-OUTS WITHIN SALE PARCEL III AND SCIENCE PARK
NAVAL ACTIVITY PUERTO RICO**

stained soil was visible, discarded batteries were noted, and a small, partially open, uncurbed storage building ("paint locker") contained cans.

- **SWMU 57 (ECP 3), POL Drum Storage Area (Facility 278)** – Approximately 2 acres in Sub-parcel 40. Rectangular concrete pad approximately 100 feet by 160 feet in size. Used as Petroleum, Oils and Lubricants (POL) drum storage facility from the 1950s to the 1990s.
- **SWMU 59 (ECP 5), Former Vehicle Maintenance and Refueling Area** – Approximately 10 acres in Sub-parcel 43. Includes Buildings 377, 2344, and 2345. Used from the 1940s to the 1980s, and contained drums, vehicle racks, USTs (unknown quantity and disposition), and fuel islands. The majority of the site is presently covered by paving.
- **SWMU 60 (ECP 6), Former Landfill at the Marina** – Approximately 12 acres in Sub-parcels 42 and 45. Used as a landfill from the 1940s to the 1960s, with piles of solid waste and scrap metal. The marina now covers most of the site, except for a level area described as estuarine intertidal scrub-shrub broad-leafed evergreen.
- **SWMU 67 (ECP 13), Former Gas Station** – Approximately 4.5 acres in Sub-parcels 30 and 31. Located on east side of Langley Drive north of the tennis courts in a level area covered with secondary growth vegetation. A concrete pad and building foundation are present north of the tennis courts in the woods. No UST has been identified. An additional 1.05 acres of SWMU 67 is located on Sub-parcel 29 (University Parcel) which is not within Sale Parcel III or the Science Park.
- **SWMU 70 (ECP 16), Disposal Area Northwest of Landfill** – Approximately 55 acres in Sub-parcels 54, 56, and 59. Located northwest of the current base landfill, it is a construction debris and/or solid waste disposal site with potential disposal of POLs and/or hazardous materials containers.
- **SWMU 74 (ECP 20), Fuel Pipelines and Hydrant Pits** - On the Subject Property, this site consists of four non-contiguous portions of the JP-5 fuel pipeline totaling approximately 13.5 acres.
- **SWMU 77, Active Small Arms Range** – Approximately 69 acres that comprise Sub-parcel 38. A closed small arms range and former open burning/open detonation (OB/OD) area located on the peninsula at Punta Medio Mundo. Originally, it was an active range slated for transfer to the Department of Homeland Security (DHS) for continued use as a range. DHS has decided not to take it. In accordance with Consent Order requirements an RFI is being performed for the three potential OB/OD sites, and the small arms range.
- **SWMU 78, Transformer Storage Pad** – Approximately 3 acres in Sub-parcel 48. Located off of Hollandia Street, near the intersection of Forrestal Drive and Valley Forge Road. The suspected release is associated with a raised concrete-curbed pad that formerly stored approximately 25 (non-PCB) transformers. The concrete pad was not present in aerial photographs of NAPR as late as 1995. The pad has a concrete berm surrounding the perimeter that acts as secondary containment. A valve is installed in the berm to allow the drainage of accumulated rainwater. A small area (approximately 10 feet by 3 feet) of stained soil and stressed vegetation was observed at the discharge of the drainage valve.
- **AOC F, Site of Four Former USTs (USTs 124A-D; Building 124)** – Approximately 1.2 acres in Sub-parcel 52. One of seven former UST sites and one aboveground

FINDING OF SUITABILITY TO LEASE, REVISION 1 CARVE-OUTS WITHIN SALE PARCEL III AND SCIENCE PARK NAVAL ACTIVITY PUERTO RICO

storage tank (AST) site that comprise the AOC F Monitored Natural Attenuation (MNA) sites at various locations on NAPR. MNA 124 was the location of former USTs 124A (2,000-gallon motor gasoline tank), 124B and 124C (5,000-gallon motor gasoline tanks), and 124D (550-gallon waste oil tank) which were removed in 1996 and replaced by two motor gasoline USTs and one diesel UST. After the tank removals and subsequent investigation, the site was recommended for remedial action by monitored natural attenuation.

- **AOC F, Site of Four Former USTs (USTs 1738A-D; Building 1738)** – Approximately 2 acres in Sub-parcel 40. One of seven former UST sites and one AST site that comprise the AOC F MNA sites at various locations on NAPR. After the removal of three 10,000-gallon motor gasoline USTs and one 550-gallon waste oil UST at this site in 1995, and the subsequent investigation, the site was recommended for remedial action by monitored natural attenuation, and a Methyl Tertiary Butyl Ether (MTBE) groundwater remediation pilot study is in the planning stages.
- **AOC F, Site of 1 former UST (UST 2842B; Building 3188)** - Approximately 5.3 acres in Sub-parcel 52. One of seven former UST sites and one current AST site that comprise the AOC F MNA sites at NAPR. After the removal of this 5,000-gallon diesel UST in 1997, and the subsequent investigation, the site was recommended for remedial action by monitored natural attenuation.

The carve-out SWMUs and AOCs are shown on the aerial photographs in Exhibit C. The survey maps in Exhibit D provide the final boundaries for Sale Parcel III, the Science Park parcel, and the carve-outs in Sale Parcel III. The boundaries of the Science Park carve-outs (SWMUs 31/32 and AOC F USTs 124A-C) are shown on the maps in Exhibit C). Table 1 (Exhibit E) provides the facility number, former user, name or description, area and year of construction of each of the numbered buildings, structures, and facilities on the Subject Property.

3.0 PAST USE AND PROPOSED REUSE

The former NSRR, including 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 former NSRR with a significant potential for environmental contamination have ceased.

FINDING OF SUITABILITY TO LEASE, REVISION 1 CARVE-OUTS WITHIN SALE PARCEL III AND SCIENCE PARK NAVAL ACTIVITY PUERTO RICO

The carve-out areas were undeveloped prior to the uses described in Section 2 that resulted in their being designated RCRA SWMUs and AOCs. The former vehicle maintenance area that is SWMU 59 became the location of a ground electronics maintenance shop and storage facilities; a marina now covers most of the area that is SWMU 60; tennis courts were constructed at the SWMU 67 former gas station location; and, a solid waste recycling facility was constructed on the eastern side of SWMU 70.

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) anticipated the following types of land uses for Sale Parcel III and the Science Park parcel: University Campus, Industrial, Recreation or Open Space Reserve, Science Park/Conference Center, Water-Oriented Commercial, and Passenger/Cargo Ferry Terminal and Related Uses. An April 2010 addendum (CSS, 2010) to the Reuse Plan indicates the Subject Property will be in portions of areas with the following types of uses – mixed use (retail and upper floor residential), hotel, and lodging, golf course, and retail/restaurant/entertainment district.

The Subject Property will be leased in furtherance of conveyance to the new owner. The Lessee will be allowed use of the property subject to the land and groundwater use restrictions described in Section 5.D. of this FOSL. The lease will contain these land use controls as well as requirements for Navy approval of any alterations to the property or uses of the property that result in a change in land use.

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 leased and eventually transferred.

A. Hazardous Substance Contamination

The Subject Property includes 14 RCRA SWMUs with work remaining to be completed to address hazardous substance contamination (SWMUs 3, 9, 11, 31, 32, 45, 57, 59, 60, 67, 70, 74,

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CARVE-OUTS WITHIN SALE PARCEL III AND SCIENCE PARK
NAVAL ACTIVITY PUERTO RICO**

77 and 78). Detailed descriptions of these SWMUs are provided in the ECP Report, except for SWMU 78 (Transformer Storage Pad) which was identified in August 2007. Detailed information for SWMU 78 will be provided in the RFI Report which is currently being prepared. Summary descriptions and their current status are provided in Table 2 (Exhibit E).

B. Petroleum Contamination

According to the ECP Report, there were 12 USTs and three aboveground storage tanks (ASTs) that once stored diesel fuel, motor gasoline and waste oil on the Subject Property at the time of the ECP inspection in March 2005. Table 3 lists the known USTs and ASTs on the Subject Property along with their location, capacity, material stored and the year installed. The ECP Report and field verification also documented two oil/water separators (OWSs) on the Subject Property. The OWSs are listed in Table 3. The records do not indicate there have been any spills or releases associated with the USTs, ASTs and OWSs currently known to be present on the Subject Property.

The ECP Report indicated there were nine former USTs associated with AOC F that were removed in 1995, 1996, and 1997 – USTs 1738 A through D, USTs 124 A through D, and UST 2842B, two USTs closed in place at Building 38 (SWMUs 11/45), and possible former USTs of unknown number and disposition at Buildings 377, 2344 and 2345 (SWMU 59). Table 3 lists the known former USTs on the Subject Property along with their location, capacity, material stored and year removed.

The Navy is conducting a monitored natural attenuation (MNA) study of the groundwater contamination associated with the seven UST sites and one AST site that comprise AOC F. These MNA sites include former USTs 124A through 124D, 1738A through 1738D, and 2842B on the Subject Property. During the time NSRR was an active installation, the study was conducted in accordance with monitoring protocols developed by the Underground Storage Tank Management Division of the Puerto Rico Environmental Quality Board (EQB). Given the closure and pending transfer of the former NSRR, the Navy was required to prepare a work plan in accordance with U.S. Environmental Protection Agency (EPA) MNA standards. The Navy submitted the MNA Work Plan to EPA in October 2007, and EPA approved it in April 2008. A revision to the work plan was completed following the first round of sampling and submitted to the EPA in August 2008. Long-term quarterly groundwater monitoring is ongoing, and the Year 9, Second Quarter sampling event was completed in August 2011. Because MTBE has been found

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in the groundwater at AOC F - Site 1738, a separate remediation plan for the MTBE contamination is currently under development.

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 3 (except for SWMU 78 which had not been identified at that time). Following its review of the CERFA Report, the Puerto Rico Environmental Quality Board (EQB) concurred with this classification and provided a concurrence statement (Exhibit F) in the Final CERFA Report on 11 August 2006. The 14 SWMUs on the Subject Property may not be transferred until all required remedial actions have been taken to address residual contamination in accordance with the requirements of

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CERCLA Section 120(h)(3)(A)(ii)(I), and the three Category 3 petroleum sites (AOC F) may not be transferred until the work remaining to be completed under the Consent Order is completed.

D. Other Environmental Aspects

1. Munitions and Explosives of Concern

SWMU 77 is a closed small arms range and former open burning/open detonation (OB/OD) area located on the peninsula at Punta Medio Mundo. Range locations have periodically moved throughout the peninsula since its first use. Review of historic records and interviews indicate that the SWMU was used for munitions disposal or detonation and as a small arms range. The Navy had planned to transfer this range to DHS for continued operation as a range without shutting it down. No further action was required under the Consent Order as long as the range stayed operational. DHS recently decided it would not take possession of the range, therefore it is no longer considered active and under the terms of the Consent Order, an RFI is currently being performed for three potential OB/OD sites, several potential munitions burial trenches, and the small arms and rifle ranges.

According to the ECP Report, there are no other 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 two (2) of the facilities inspected on the Subject Property, as summarized in Table 4 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 lessee could result in FAD ACM hazards. Thus, the lessee must

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CARVE-OUTS WITHIN SALE PARCEL III AND SCIENCE PARK
NAVAL ACTIVITY PUERTO RICO**

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 G) will be provided to the lessee for execution at the time of lease.

3. Lead-Based Paint

A lead-based paint (LBP) survey and risk assessment was completed at NAPR in Spring 2008 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 12 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 H to this FOSL, will be provided to the lessee and executed at the time of lease.

4. Polychlorinated Biphenyls

Polychlorinated biphenyls (PCBs) are the key contaminant at SWMUs 11, 45, and 78, as described in Exhibit E, Table 2 and the ECP Report. Remediation of PCB-contamination at SWMUs 45 and 78 is ongoing under the RCRA corrective action program. Although the final disposition of the PCB contamination at SWMU 11 has not yet been determined, interim measures requiring site access restriction are being implemented under the RCRA Consent Order.

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.

**FINDING OF SUITABILITY TO LEASE, REVISION 1
CARVE-OUTS WITHIN SALE PARCEL III AND SCIENCE PARK
NAVAL ACTIVITY PUERTO RICO**

5. Radon

According to the U.S. Geological Survey Open-File Report 93-292-K, *Preliminary Geologic Radon Potential Assessment of Puerto Rico* (USGS, 1993), the Commonwealth of Puerto Rico exhibits generally low indoor radon levels, and a survey of radon concentrations of offices, housing units, schools and other buildings was conducted by the DoD between 1989 and 1992 on federal military reservations in Puerto Rico, including the former NSRR. Indoor radon levels ranged from 0.0 to 1.9 picoCuries/Liter (pCi/L), well below the current EPA residential indoor radon screening action level of 4 pCi/L. The majority of the reservations, including NAPR, are situated on coastal plains, so the low indoor radon levels were not unexpected on the Subject Property.

6. Threatened and Endangered Species

As shown on the aerial photographs in Exhibit I, 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 in Exhibit I.

In accordance with the Endangered Species Act, the Navy developed a Biological Assessment (BA) for the former NSRR in 2006 to assess the potential impact on any federally protected species from the disposal of NSRR. Given the protection measures addressed in detail in the *Biological Assessment for the Disposal of Naval Station Roosevelt Roads/Naval Activity Puerto Rico Final Report* (Navy, 2006a), the Navy has determined that the disposal of the former NSRR and transfer of the property to future owners is not likely to adversely affect federally-listed species and would not result in adverse modification of designated critical habitat within the project area. The U.S. Fish and Wildlife Service concurred with this determination in a letter dated April 7, 2006.

5.0 REQUIREMENTS APPLICABLE TO PROPERTY LEASE

A. National Environmental Policy Act Compliance

In accordance with National Environmental Policy Act requirements, an Environmental Assessment (EA) 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

**FINDING OF SUITABILITY TO LEASE, REVISION 1
CARVE-OUTS WITHIN SALE PARCEL III AND SCIENCE PARK
NAVAL ACTIVITY PUERTO RICO**

April 10, 2007. A Supplemental EA (SEA) was prepared to address changes in proposed reuse in the 2010 Reuse Plan Addendum. The FONSI for the SEA was signed September 26, 2011.

B. Hazardous Substance Notice

Past activities within the Subject Property included the use and storage of hazardous substances and petroleum products. The ECP Report provides details on hazardous materials use/storage, hazardous waste generation/management, and the nature and extent of hazardous substance and petroleum product releases to the environment. In accordance with Section 120(h)(1) of CERCLA, the lease shall 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 Title 40 of the Code of Federal Regulations (CFR) Part 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. The hazardous substances notice and response action summary for the Subject Property is attached to this FOSL as Exhibit J.

C. Access Clause

The lease for the Subject Property shall contain a clause reserving to the United States, its officers, agents, employees, contractors, and subcontractors the right to enter upon the leased property to complete its RCRA corrective action obligations, including any remedial or corrective action found to be necessary after the date of lease. The right to enter to be set forth shall include the right to conduct annual physical inspections, tests, investigations, long term monitoring, 5-year reviews, and surveys, including, where necessary, drilling, test pitting, boring, and other similar activities. Such right shall also include the right to construct, operate, maintain, or undertake any other response or remedial action as required or necessary, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. The United States retains the authority to enter to conduct investigations on adjacent parcels as well as the parcel subject to the lease. These access rights are in addition to those granted to Federal, state, and local authorities under applicable environmental laws and regulations.

D. Land and Groundwater Restrictions

To prevent unacceptable risks to human health and the environment during the lease period, the Navy will ensure the lease includes the following land use controls on the Subject Property:

FINDING OF SUITABILITY TO LEASE, REVISION 1 CARVE-OUTS WITHIN SALE PARCEL III AND SCIENCE PARK NAVAL ACTIVITY PUERTO RICO

- A restriction on land use to non-residential uses only. (AOC F [124, 1738, and 2842B] and SWMUs 3, 9, 11, 31, 32, 45, 57, 59, 60, 67, 70, 74, 77 and 78).
- A restriction on certain invasive activities in areas where surface soil, subsurface soil and or sediments are contaminated. (AOC F [124, 1738, and 2842B] and SWMUs 3, 9, 31, 32, 45, 57, 59, 60, 67, 70, 74, 77 and 78).
- A restriction on use of groundwater and installation of new wells in or near areas of known groundwater contamination. (AOC F [124, 1738, and 2842B] and SWMUs 3, 9, 45, 57, 59, 60, 67, 70, 74, 77 and 78).
- A restriction on disturbance of the SWMU 3 landfill cover.
- A restriction on disturbance of adjacent wetlands (SWMUs 9, 60, and 70).
- A restriction on access to the interior of Building 38 (SWMU 11).
- A requirement to protect the integrity of any existing and all future groundwater monitoring or extraction wells, remedial action equipment and associated utilities.
- A requirement that all ongoing and future environmental investigations and remedial activities at or adjacent to the Subject Property not be disrupted.

The Navy will remain in the area for several years completing environmental cleanup work, and will work with future property owners to provide levels of protection against land use control violations including inspections, education, and coordination with property owners and regulators. Furthermore, the Navy will review each individual site to determine what protections (e.g., fences and signage) are necessary for implementation of land use controls based on contaminant concentrations and proximity to receptors.

Upon completion of required corrective and/or remedial actions for any of the SWMUs and AOCs located within the carve-out areas, if a Corrective Action Complete With Controls determination is proposed by the Navy and approved by EPA, the Navy and/or the acquiring party of the Subject Property where the SWMUs and/or AOCs are located will be responsible for maintaining all land use controls and/or other controls upon which that Corrective Action Complete With Controls determination was based. Any land use controls required after the completion of all necessary remedial actions will be outlined in the FOSTs and transfer deeds for the carve-out areas. EPA and EQB will be afforded the opportunity to review these documents prior to execution.

E. Environmental Compliance Agreements / Permits / Orders

On January 29, 2007, the Navy and EPA voluntarily entered into a Consent Order that sets out the Navy's corrective action obligations under RCRA and replaces the 1994 RCRA permit as the document memorializing these obligations concerning NAPR. The SWMUs and AOCs that

**FINDING OF SUITABILITY TO LEASE, REVISION 1
CARVE-OUTS WITHIN SALE PARCEL III AND SCIENCE PARK
NAVAL ACTIVITY PUERTO RICO**

comprise the Subject Property have investigation and/or cleanup work remaining to be completed under the terms of the Consent Order. Detailed descriptions of the AOCs and SWMUs that comprise the Subject Property are provided in the ECP Report, while summary descriptions and their current status are provided in Table 2 (Exhibit E).

F. Notification to Regulatory Agencies

In accordance with DoD guidance, the U.S. EPA Region 2 and the Puerto Rico EQB have been advised of the proposed lease of the Subject Property, and copies of the ECP Report, CERFA Report, and Draft FOSL were provided to those agencies for review and comment. Navy responses to regulatory agency review comments on the draft version of this FOSL are provided in Exhibit K. In accordance with CERCLA Section 120(h)(3)(B), Navy consulted with EPA Region 2 on the FOSL and EPA provided its concurrence letter on 05 March 2009 (Exhibit K). This Revision 1 to the FOSL has been prepared to add three carve-outs from the Science Park and was provided to EPA and EQB for review. The ECP Report was made available for public review upon finalization. Copies of all lease 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 FOSL and the notices and restrictions discussed herein that will be contained in the lease, the Subject Property is suitable for lease.

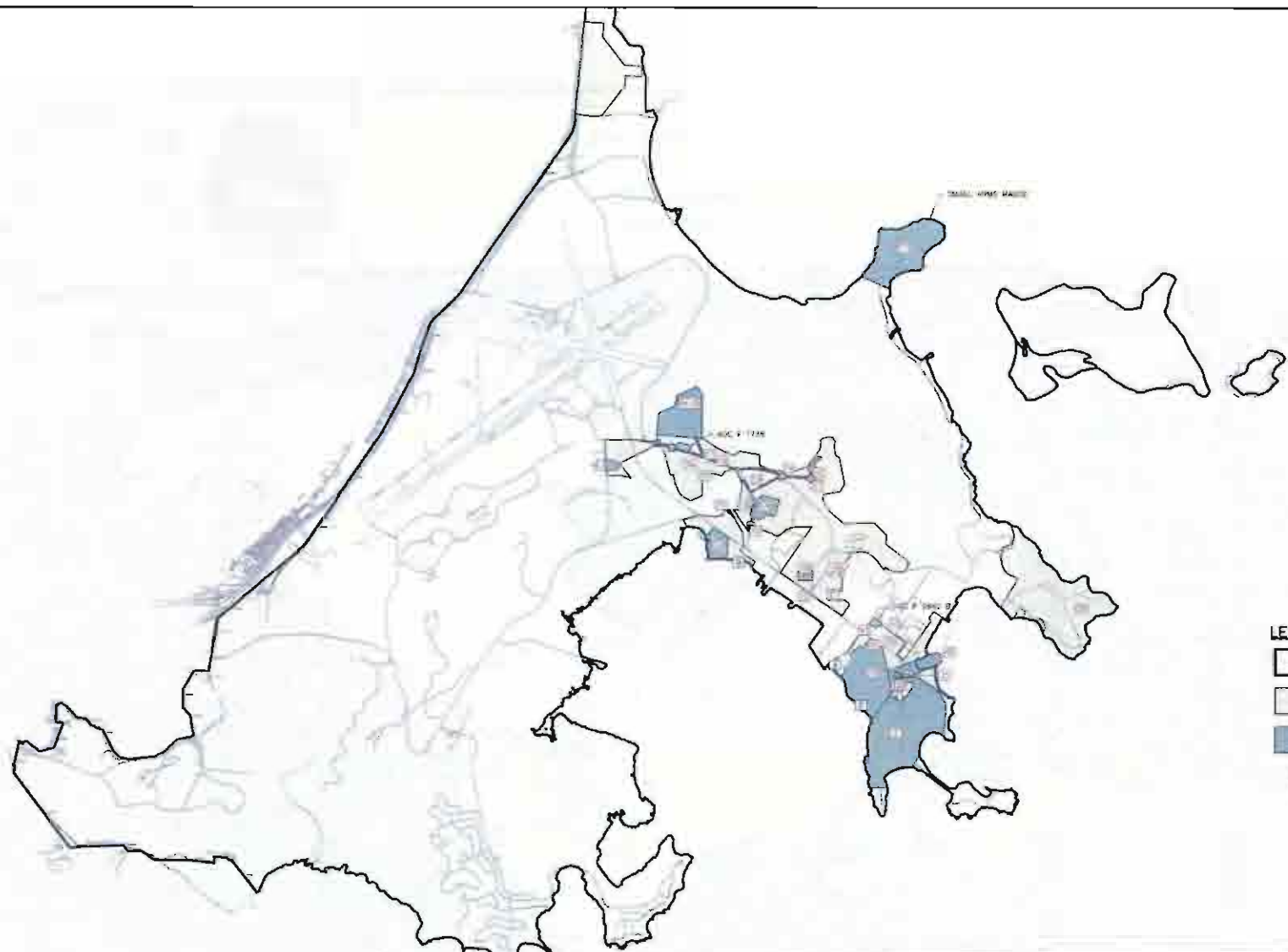
10/5/2011
Date

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

Exhibit A

References

Exhibit B
Vicinity Maps



- LEGEND**
-  SA PARCEL III BOUNDARY
 -  SALE PARCEL III
 -  SALE PARCEL III LEASE AREA
 -  DRAIN LABEL
 -  WIND LABEL



TC TETRA TECH

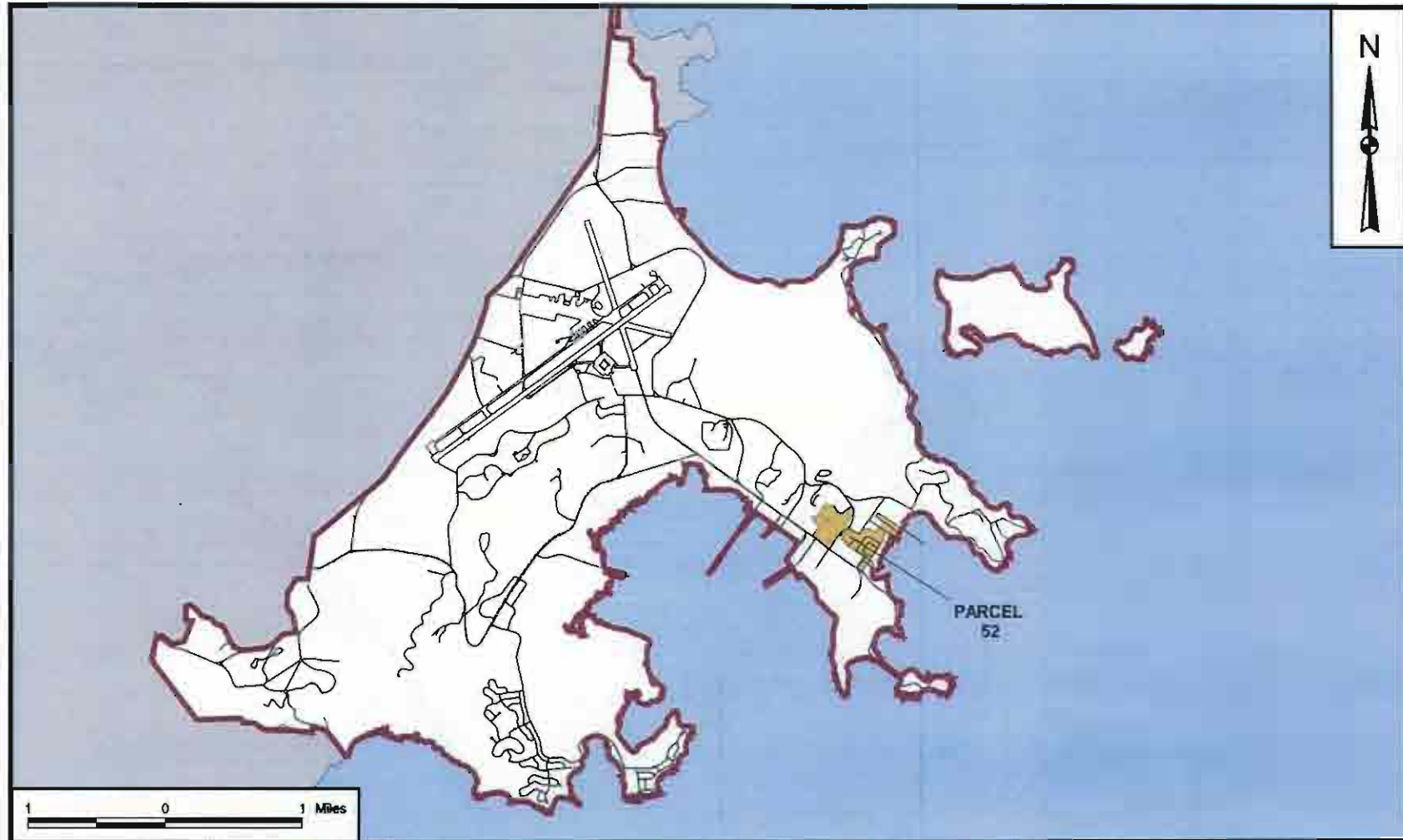
601 W. UNIVERSITY BLVD. SUITE 1000
 WASHINGTON, VA 22202
 T: 703.221-2000 | F: (478) 921-4040

NO.	DATE	DESCRIPTION	BY

**SALE PARCEL III
 NAVAL ACTIVITY PUERTO RICO
 CEIBA, PUERTO RICO**

DATE	12/17/08
PROJECT MGMT (SIGNED)	
DESIGNED BY	
DRAWN BY	
CHECKED BY	
SHEET	OF 1

8/2008 - 11/2008: Naval Activity Puerto Rico, Ceiba, Puerto Rico. Project No. 08-001.



DRAWN BY	DATE
S. STROZ	12/28/09
CHECKED BY	DATE
L. ANDERSON	08/23/10
REVISED BY	DATE
T. WHEATON	08/23/10
SCALE AS NOTED	



PARCEL 52
(SCIENCE PARK)
NAVAL ACTIVITY PUERTO RICO
CEIBA, PUERTO RICO

CONTRACT NUMBER 0043	
APPROVED BY —	DATE —
APPROVED BY —	DATE —
DRAWING NO. —	REV 0

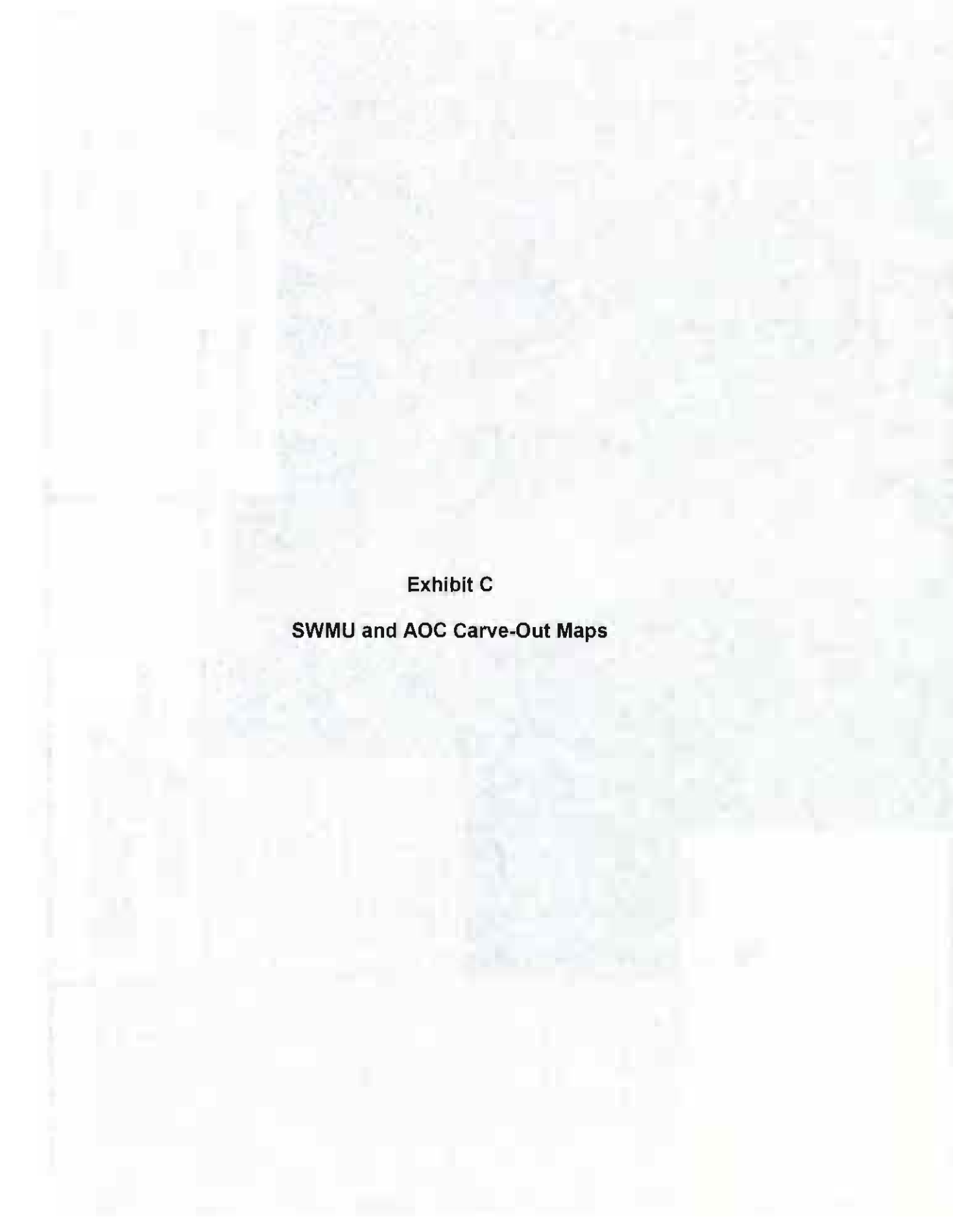


Exhibit C
SWMU and AOC Carve-Out Maps



SWMU 3



600 0 300 600
1 inch = 600 ft.



ID	NORTHING	EASTING
3_1	798182.35	942330.54
3_2	798185.65	942450.22
3_3	798193.22	942725.57
3_4	798100.07	942849.38
3_5	797851.65	943228.44
3_6	797524.76	943513.10
3_7	797097.40	943585.59
3_8	796791.97	943553.04
3_9	796385.28	943535.29
3_10	796486.20	943376.70
3_11	796512.65	943183.85
3_12	796411.62	942991.27
3_13	796172.87	942820.30
3_14	795801.72	942776.61
3_15	795458.39	942554.30
3_16	795476.52	942296.47
3_17	795463.81	942204.66
3_18	795357.52	941936.12
3_19	795205.03	941720.00
3_20	795103.04	941701.03
3_21	794982.51	941742.97
3_22	794845.81	941776.12
3_23	794828.18	941779.49
3_24	794832.39	941258.24
3_25	794849.09	941199.54
3_26	794955.75	941193.71
3_27	795171.16	941228.21
3_28	795358.35	941125.77
3_29	795554.96	941099.68
3_30	795793.60	941204.77
3_31	795820.14	941184.28
3_32	796203.61	941157.32
3_33	796365.63	941163.91
3_34	796532.79	941196.47

ID	NORTHING	EASTING
3_35	796615.21	941217.60
3_36	796677.11	941221.24
3_37	796749.34	941259.98
3_38	796881.83	941280.17
3_39	796919.37	941309.04
3_40	797691.64	941903.09
3_41	797468.09	942123.68
3_42	797484.91	942258.96
3_43	797902.57	942581.25
3_44	798000.22	942573.23
3_45	798043.95	942526.20
3_46	798027.16	942329.79

NAD 83 PUERTO RICO AND VIRGIN ISLANDS, US FOOT.

- LEGEND**
- SWMU BOUNDARY
 - LAND USE CONTROL AREA
- LAND USE CONTROLS**
- RESIDENTIAL USE PROHIBITED
 - GROUNDWATER USE RESTRICTED
 - SOIL DISTURBANCE RESTRICTED

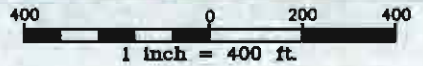
FIGURE 3
SWMU 3
CONTROLLED LAND USE

NAVAL ACTIVITY PUERTO RICO
PUERTO RICO



ID	NORTHING	EASTING
9A/B_1	807130.07	935875.61
9A/B_2	806870.93	936047.11
9A/B_3	805561.67	936026.22
9A/B_4	805666.33	934635.68
9A/B_5	806305.43	934693.85
9A/B_6	806349.58	934760.43
9A/B_7	806533.89	935185.95
9A/B_8	806866.64	935280.49

NAD 83 PUERTO RICO AND VIRGIN ISLANDS, US FOOT.



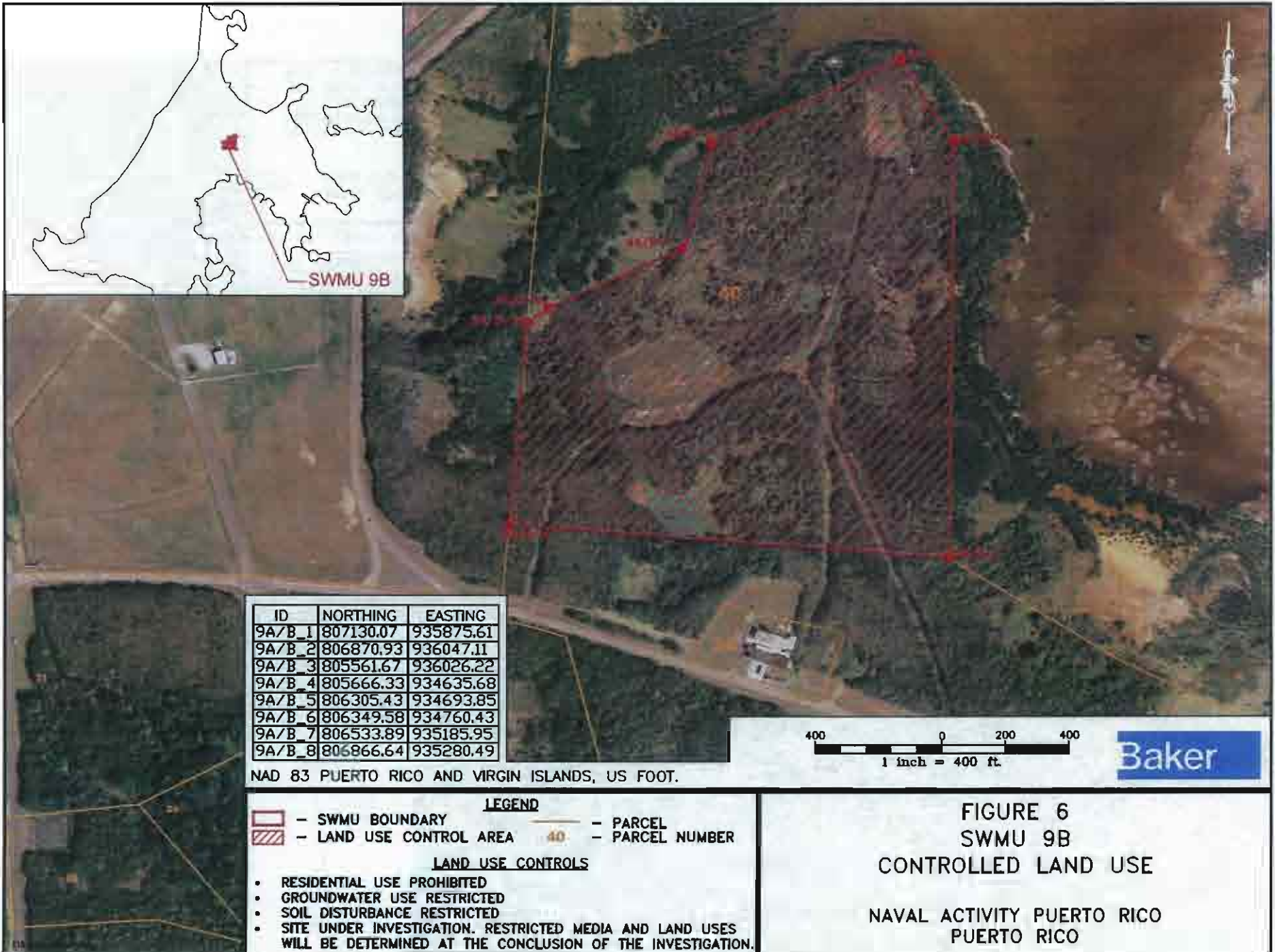
- SWMU BOUNDARY	- PARCEL
- LAND USE CONTROL AREA	- PARCEL NUMBER

LAND USE CONTROLS

- RESIDENTIAL USE PROHIBITED
- GROUNDWATER USE RESTRICTED
- SOIL OIsturBANCE RESTRICTED
- SITE UNDER INVESTIGATION. RESTRICTED MEDIA AND LAND USES WILL BE DETERMINED AT THE CONCLUSION OF THE INVESTIGATION.

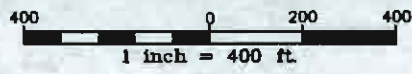
FIGURE 5
SWMU 9A
CONTROLLED LAND USE

NAVAL ACTIVITY PUERTO RICO
 PUERTO RICO



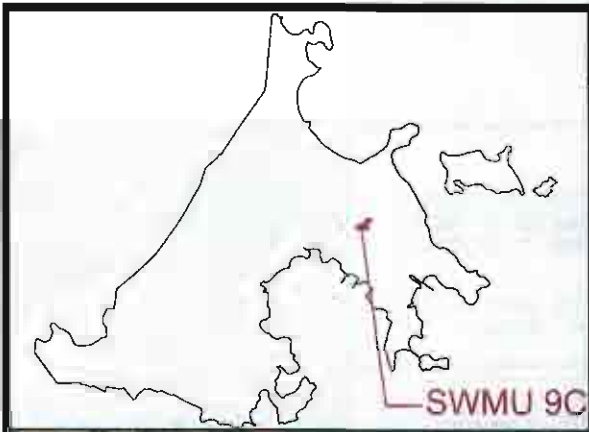
ID	NORTHING	EASTING
9A/B_1	807130.07	935875.61
9A/B_2	806870.93	936047.11
9A/B_3	805561.67	936026.22
9A/B_4	805666.33	934635.68
9A/B_5	806305.43	934693.85
9A/B_6	806349.58	934760.43
9A/B_7	806533.89	935185.95
9A/B_8	806866.64	935280.49

NAD 83 PUERTO RICO AND VIRGIN ISLANDS, US FOOT.



- LEGEND**
- SWMU BOUNDARY
 - LAND USE CONTROL AREA
 - PARCEL
 - PARCEL NUMBER
- LAND USE CONTROLS**
- RESIDENTIAL USE PROHIBITED
 - GROUNDWATER USE RESTRICTED
 - SOIL DISTURBANCE RESTRICTED
 - SITE UNDER INVESTIGATION. RESTRICTED MEDIA AND LAND USES WILL BE DETERMINED AT THE CONCLUSION OF THE INVESTIGATION.

FIGURE 6
SWMU 9B
CONTROLLED LAND USE
 NAVAL ACTIVITY PUERTO RICO
 PUERTO RICO



SWMU 9C



ID	NORTHING	EASTING
9C-01	805022.8658	939859.7954
9C-02	804539.7629	939547.4747
9C-03	804483.9983	939601.6282
9C-04	804382.5453	939528.0215
9C-05	804556.8444	939391.0507
9C-06	804361.0766	939161.2939
9C-07	804264.7369	939242.9935
9C-08	804515.8325	938914.3872
9C-09	804568.1760	938994.3075
9C-10	804695.3628	939300.5744
9C-11	805131.2084	939617.6976

NAD 83 PUERTO RICO AND VIRGIN ISLANDS, US FOOT.



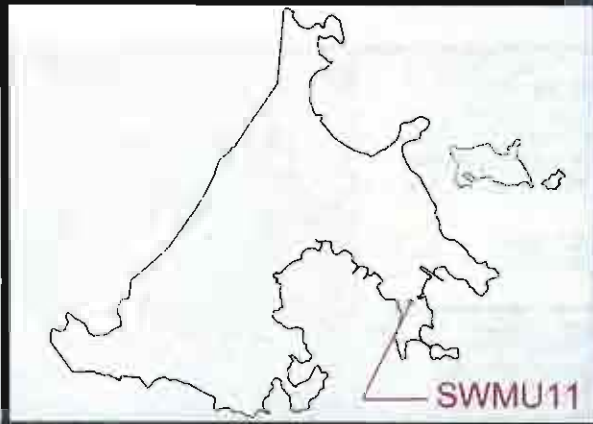
	- SWMU BOUNDARY		- PARCEL
	- LAND USE CONTROL AREA	26	- PARCEL NUMBER

LAND USE CONTROLS

- RESIDENTIAL USE PROHIBITED
- GROUNDWATER USE RESTRICTED
- SOIL DISTURBANCE RESTRICTED
- SITE UNDER INVESTIGATION. RESTRICTED MEDIA AND LAND USES WILL BE DETERMINED AT THE CONCLUSION OF THE INVESTIGATION.

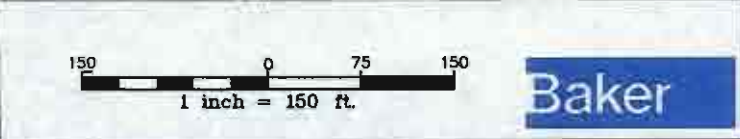
FIGURE 7
SWMU 9C
CONTROLLED LAND USE

NAVAL ACTIVITY PUERTO RICO
 PUERTO RICO



SWMU11

ID	NORTHING	EASTING
11_1	798258.73	942215.03
11_2	798131.02	942127.86
11_3	798244.92	941965.73
11_4	798380.66	942039.38



- LEGEND**
- SWMU BOUNDARY
 - LAND USE CONTROL AREA
- LAND USE CONTROLS**
- RESIDENTIAL USE PROHIBITED
 - SEDIMENT DISTURBANCE RESTRICTED
 - ACCESS RESTRICTED TO BUILDING INTERIOR

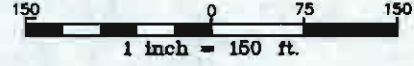
FIGURE 9
SWMU 11
CONTROLLED LAND USE

 NAVAL ACTIVITY PUERTO RICO
 PUERTO RICO

SWMU 31+32



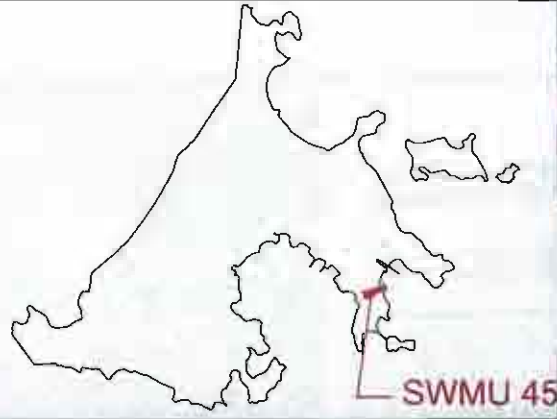
ID	NORTHING	EASTING
31-1	800708.3914	941059.6056
31-2	800621.0194	940993.4027
31-3	800678.1852	940905.221
31-4	800659.13	940891.7157
31-5	800662.3058	940884.5658
31-6	800619.4315	940855.9664
31-7	800656.7481	940797.973
31-8	800744.0847	940848.8166
31-9	800771.0796	940900.4545
31-10	800784.5771	940944.1482



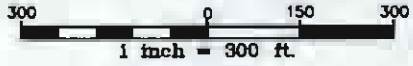
- LEGEND**
- SWMU BOUNDARY
 - LAND USE CONTROL AREA
- LAND USE CONTROLS**
- RESIDENTIAL USE PROHIBITED
 - SOIL DISTURBANCE RESTRICTED

FIGURE 17
SWMU 31 AND 32
CONTROLLED LAND USE

NAVAL ACTIVITY PUERTO RICO
 PUERTO RICO



ID	NORTHING	EASTING
45_1	798656.21	943478.45
45_2	798185.65	942450.22
45_3	798181.95	942259.03
45_4	798029.02	942202.12
45_5	798019.43	941862.84
45_6	798395.17	941783.48
45_7	798963.46	943368.54



NAD 83 PUERTO RICO AND VIRGIN ISLANDS, US FOOT.

- LEGEND**
- SWMU BOUNDARY
 - LAND USE CONTROL AREA
- LAND USE CONTROLS**
- RESIDENTIAL USE PROHIBITED
 - GROUNDWATER USE RESTRICTED
 - SOIL DISTURBANCE RESTRICTED
 - SITE UNDER INVESTIGATION. RESTRICTED MEDIA AND LAND USES WILL BE DETERMINED AT THE CONCLUSION OF THE INVESTIGATION.

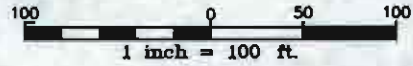
FIGURE 20
SWMU 45
CONTROLLED LAND USE

NAVAL ACTIVITY PUERTO RICO
 PUERTO RICO



ID	NORTHING	EASTING
57-1	804566.844	939391.050
57-2	804318.316	939578.495
57-3	804133.338	939350.698
57-4	804361.076	939161.294

NAD 83 PUERTO RICO AND VIRGIN ISLANDS, US FOOT.



LEGEND

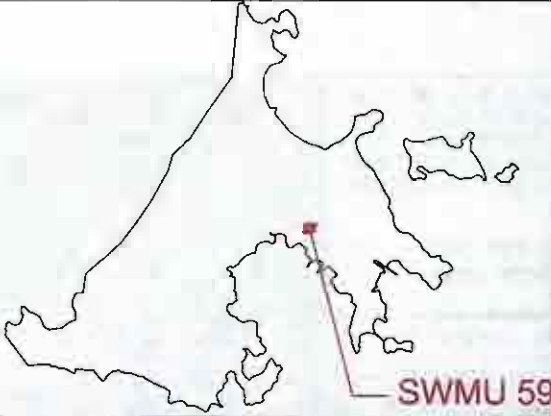
- SWMU BOUNDARY
 - LAND USE CONTROL AREA
 - PARCEL
 40 - PARCEL NUMBER

LAND USE CONTROLS

- RESIDENTIAL USE PROHIBITED
- GROUNDWATER USE RESTRICTED
- SOIL DISTURBANCE RESTRICTED
- SITE UNDER INVESTIGATION. RESTRICTED MEDIA AND LAND USES WILL BE DETERMINED AT THE CONCLUSION OF THE INVESTIGATION.

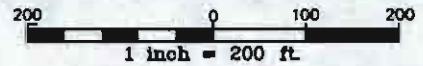
FIGURE 25
SWMU 57
CONTROLLED LAND USE

NAVAL ACTIVITY PUERTO RICO
PUERTO RICO



SWMU 59

ID	NORTHING	EASTING
59_1	803809.62	937892.91
59_2	803666.98	938441.11
59_3	803160.26	938291.73
59_4	803217.73	938045.80
59_5	803074.01	937836.54
59_6	803094.19	937652.18
59_7	803110.60	937567.76
59_8	803428.28	937612.31
59_9	803468.19	937646.08
59_10	803532.31	937640.29
59_11	803531.59	937670.02
59_12	803558.33	937661.03
59_13	803546.43	937714.60
59_14	803674.11	937747.31



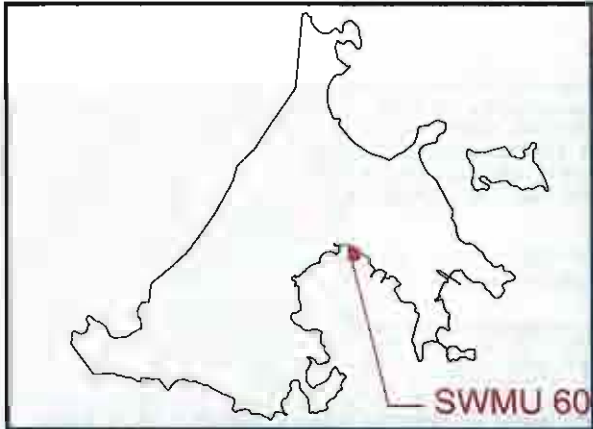
NAD 83 PUERTO RICO AND VIRGIN ISLANDS, US FOOT.

- LEGEND**
- SWMU BOUNDARY
 - LAND USE CONTROL AREA
- LAND USE CONTROLS**
- RESIDENTIAL USE PROHIBITED
 - GROUNDWATER USE RESTRICTED
 - SOIL DISTURBANCE RESTRICTED
 - SITE UNDER INVESTIGATION. RESTRICTED MEDIA AND LAND USES WILL BE DETERMINED AT THE CONCLUSION OF THE INVESTIGATION.

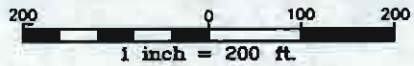
FIGURE 26
SWMU 59
CONTROLLED LAND USE

 NAVAL ACTIVITY PUERTO RICO
 PUERTO RICO

Control land use base map.dwg







ID	NORTHING	EASTING
60_1	802517.14	936840.51
60_2	801931.72	936835.91
60_3	801861.42	936737.14
60_4	801791.96	936694.10
60_5	801791.96	936195.74
60_9	801841.80	936194.41
60_10	801886.46	936200.17
60_11	801961.16	936234.67
60_12	802550.33	936148.29
60_13	802823.89	936404.28



NAD 83 PUERTO RICO AND VIRGIN ISLANDS, US FOOT.

LEGEND

 - SWMU BOUNDARY
 - LAND USE CONTROL AREA 42
 - PARCEL
 - PARCEL NUMBER

LAND USE CONTROLS

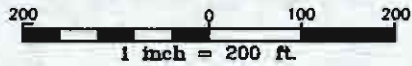
- RESIDENTIAL USE PROHIBITED
- GROUNDWATER USE RESTRICTED
- SOIL DISTURBANCE RESTRICTED
- SEDIMENT DISTURBANCE RESTRICTED
- SITE UNDER INVESTIGATION. RESTRICTED MEDIA AND LAND USES WILL BE DETERMINED AT THE CONCLUSION OF THE INVESTIGATION.

FIGURE 27
 SWMU 60
 CONTROLLED LAND USE
 NAVAL ACTIVITY PUERTO RICO
 PUERTO RICO



ID	NORTHING	EASTING
67-1	805041.928	933478.452
67-2	804607.901	933452.779
67-3	804573.671	933067.672
67-4	804571.918	932853.827
67-5	805069.094	933072.225
67-6	805069.094	933072.225

NAD 83 PUERTO RICO AND VIRGIN ISLANDS, US FOOT.



LEGEND

- SWMU BOUNDARY
 - PARCEL

- LAND USE CONTROL AREA
 30 - PARCEL NUMBER

LAND USE CONTROLS

- RESIDENTIAL USE PROHIBITED
- GROUNDWATER USE RESTRICTED
- SOIL DISTURBANCE RESTRICTED
- SITE UNDER INVESTIGATION. RESTRICTED MEDIA AND LAND USES WILL BE DETERMINED AT THE CONCLUSION OF THE INVESTIGATION.

FIGURE 30
SWMU 67
CONTROLLED LAND USE

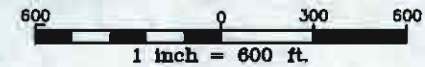
 NAVAL ACTIVITY PUERTO RICO
 PUERTO RICO



SWMU 70

ID	NORTHING	EASTING
70_1	799123.62	941629.66
70_2	798395.17	941783.48
70_3	798019.43	941862.84
70_4	797723.43	941925.35
70_5	797691.64	941903.09
70_6	796919.37	941309.04
70_7	796881.83	941280.17
70_8	798199.24	940339.18
70_9	798422.10	940524.19
70_10	798484.78	940442.79
70_11	798723.71	940604.43
70_12	798807.29	940595.69
70_13	799058.18	940764.44
70_14	799038.12	940796.29
70_15	799161.11	940919.00
70_16	799100.68	941013.11
70_17	799397.30	941235.02

NAD 83 PUERTO RICO AND VIRGIN ISLANDS, US FOOT.




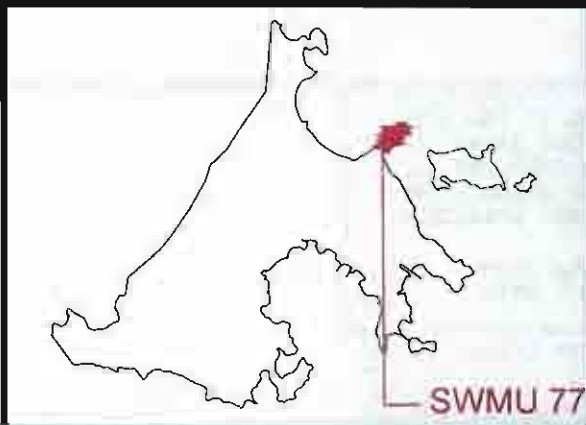
- LEGEND**
-  - SWMU BOUNDARY
 -  - LAND USE CONTROL AREA
- LAND USE CONTROLS**
- RESIDENTIAL USE PROHIBITED
 - GROUNDWATER USE RESTRICTED
 - SOIL DISTURBANCE RESTRICTED
 - SITE UNDER INVESTIGATION. RESTRICTED MEDIA AND LAND USES WILL BE DETERMINED AT THE CONCLUSION OF THE INVESTIGATION.

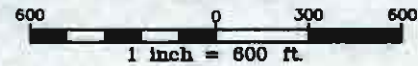
FIGURE 31
SWMU 70
CONTROLLED LAND USE
NAVAL ACTIVITY PUERTO RICO
PUERTO RICO



SWMU 77

ID	NORTHING	EASTING
77-01	812271.2335	943294.9308
77-02	811990.8260	943679.1748
77-03	811570.8741	943468.2690
77-04	811186.9972	942929.5080
77-05	810787.3005	942876.7627
77-06	810717.0198	942768.8509
77-07	810733.7185	942547.6160
77-08	810603.5907	942088.3415
77-09	810358.6443	941858.7042
77-10	810168.1093	941862.4003
77-11	810271.420	941579.552
77-12	810428.447	941207.162
77-13	810527.0450	940978.4281
77-14	811009.2832	941384.1206
77-15	811376.7028	941407.0843
77-16	812009.3029	941533.3049
77-17	811974.8368	941989.3217
77-18	812307.2122	942840.7586

NAD 83 PUERTO RICO AND VIRGIN ISLANDS, US FOOT.



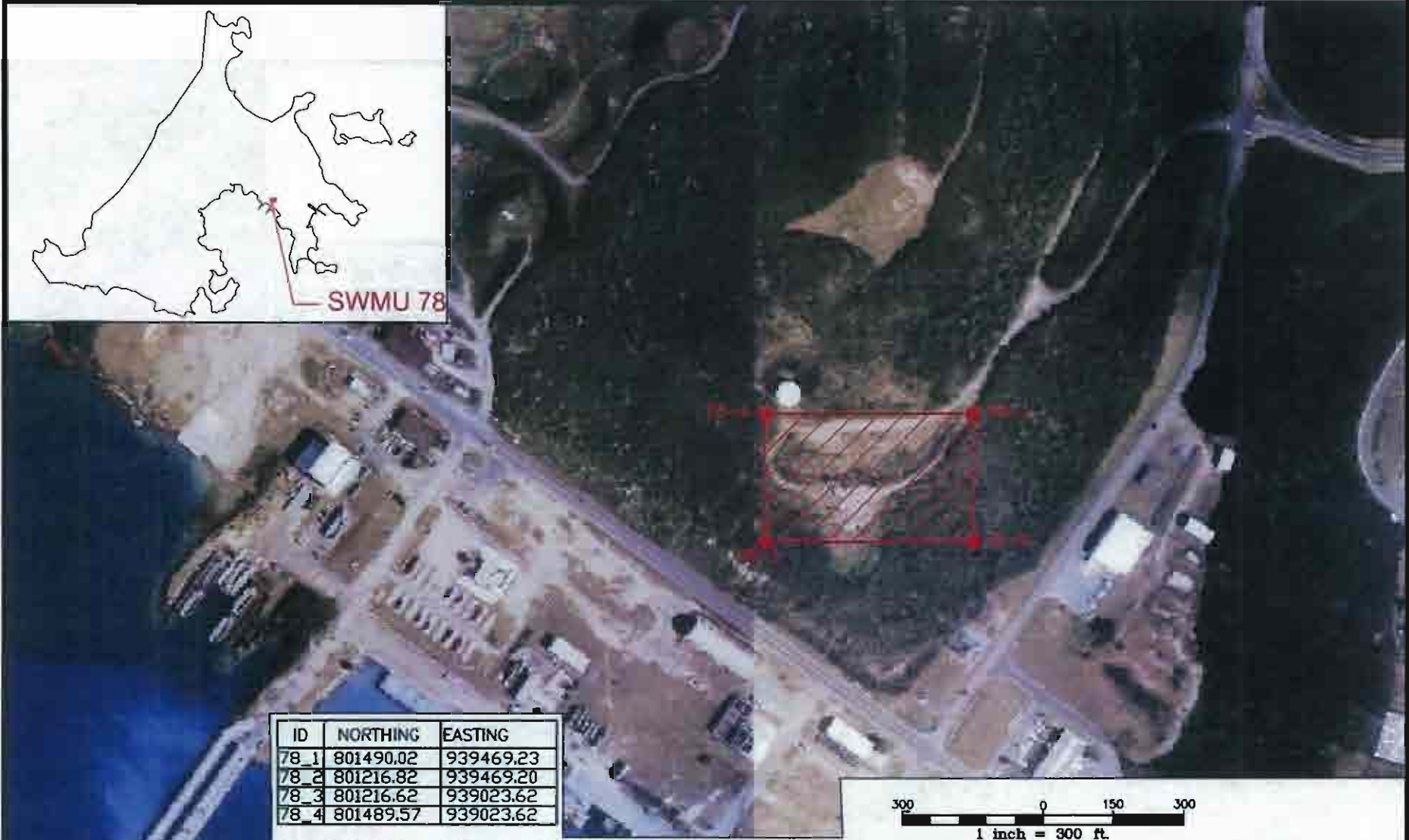
	- SWMU BOUNDARY		- PARCEL
	- LAND USE CONTROL AREA	38	- PARCEL NUMBER

LAND USE CONTROLS

- RESIDENTIAL USE PROHIBITED
- GROUNDWATER USE RESTRICTED
- SOIL DISTURBANCE RESTRICTED
- SITE UNDER INVESTIGATION. RESTRICTED MEDIA AND LAND USES WILL BE DETERMINED AT THE CONCLUSION OF THE INVESTIGATION.

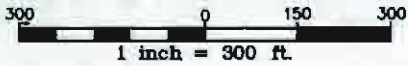
FIGURE 36
SWMU 77
CONTROLLED LAND USE

NAVAL ACTIVITY PUERTO RICO
PUERTO RICO



ID	NORTHING	EASTING
78_1	801490.02	939469.23
78_2	801216.82	939469.20
78_3	801216.62	939023.62
78_4	801489.57	939023.62

NAD 83 PUERTO RICO AND VIRGIN ISLANDS, US FOOT.



LEGEND

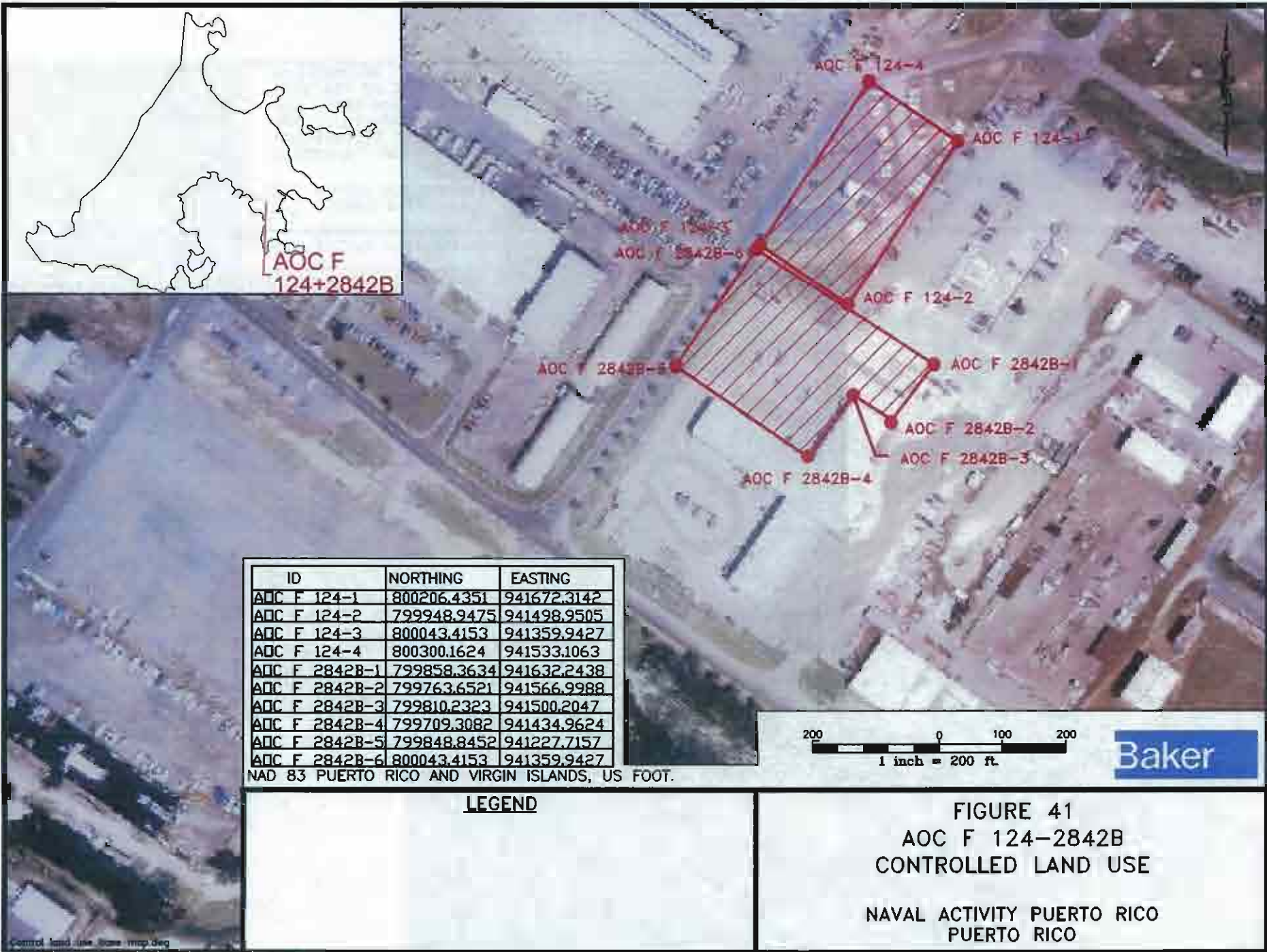
- SWMU BOUNDARY
- LAND USE CONTROL AREA

LAND USE CONTROLS

- RESIDENTIAL USE PROHIBITED
- GROUNDWATER USE RESTRICTED
- SOIL DISTURBANCE RESTRICTED
- SITE UNDER INVESTIGATION. RESTRICTED MEDIA AND LAND USES WILL BE DETERMINED AT THE CONCLUSION OF THE INVESTIGATION.

FIGURE 37
SWMU 78
CONTROLLED LAND USE

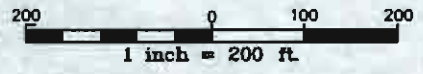
NAVAL ACTIVITY PUERTO RICO
 PUERTO RICO



AOC F
124+2842B

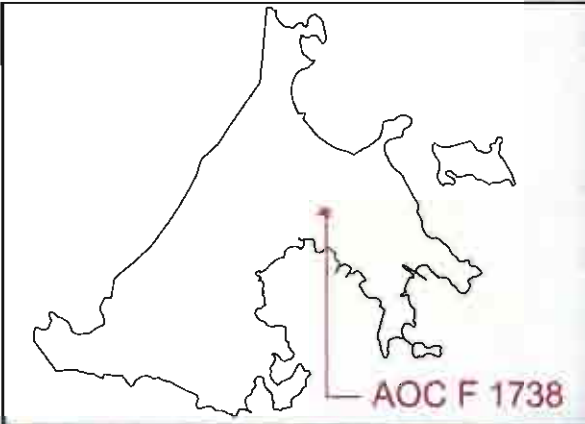
ID	NORTHING	EASTING
AOC F 124-1	800206.4351	941672.3142
AOC F 124-2	799948.9475	941498.9505
AOC F 124-3	800043.4153	941359.9427
AOC F 124-4	800300.1624	941533.1063
AOC F 2842B-1	799858.3634	941632.2438
AOC F 2842B-2	799763.6521	941566.9988
AOC F 2842B-3	799810.2323	941500.2047
AOC F 2842B-4	799709.3082	941434.9624
AOC F 2842B-5	799848.8452	941227.7157
AOC F 2842B-6	800043.4153	941359.9427

NAD 83 PUERTO RICO AND VIRGIN ISLANDS, US FOOT.

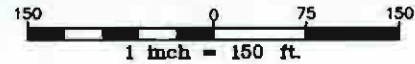


LEGEND

FIGURE 41
AOC F 124-2842B
CONTROLLED LAND USE
 NAVAL ACTIVITY PUERTO RICO
 PUERTO RICO



ID	NORTHING	EASTING
AOC F 1738-1	804998.993	937258.109
AOC F 1738-2	804581.629	937134.842
AOC F 1738-3	804742.439	936612.770
AOC F 1738-4	936736.330	805159.324
AOC F 1738-5	937022.198	805028.801
AOC F 1738-6	937258.110	804998.994



NAD 83 PUERTO RICO AND VIRGIN ISLANDS, US FOOT.

- LEGEND**
- SWMU BOUNDARY
 - LAND USE CONTROL AREA
 - PARCEL
 - PARCEL NUMBER

- LAND USE CONTROLS**
- RESIDENTIAL USE PROHIBITED
 - GROUNDWATER USE RESTRICTED
 - SOIL DISTURBANCE RESTRICTED

FIGURE 45
AOC F 1738
CONTROLLED LAND USE
 NAVAL ACTIVITY PUERTO RICO
 PUERTO RICO



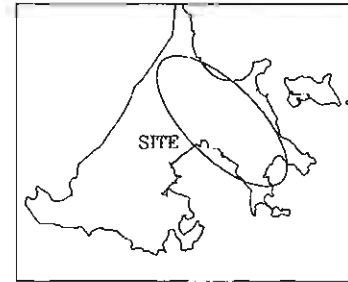
Exhibit D
Boundary and Survey Maps

SURVEY NOTES:

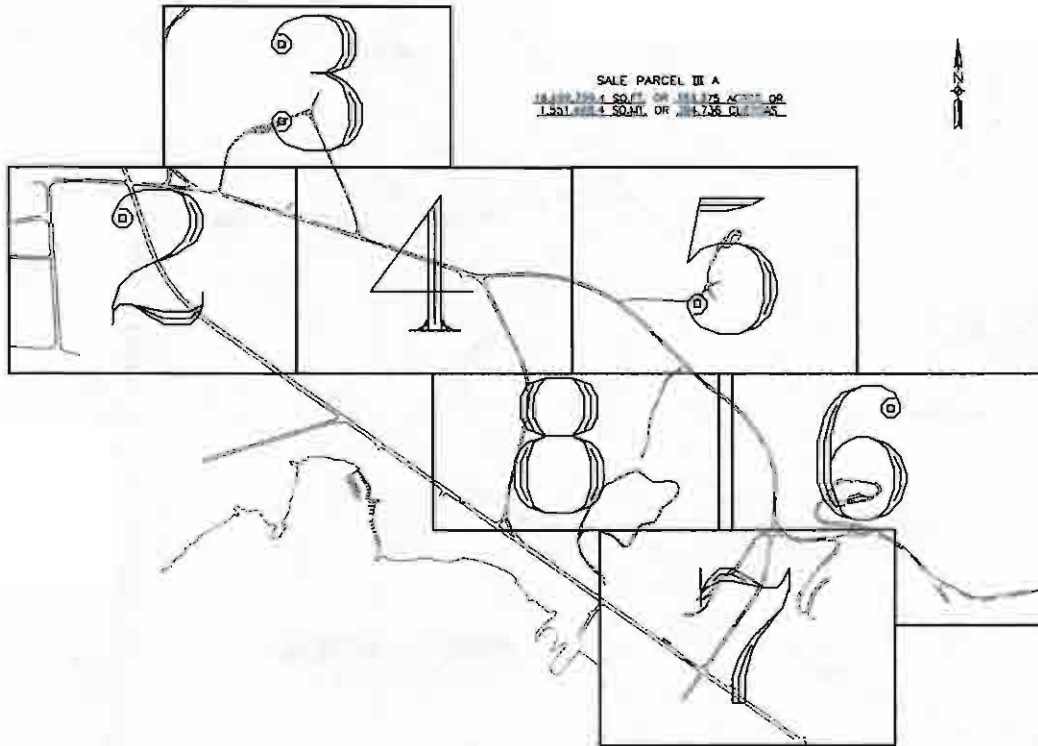
- BOUNDARY SURVEY PREPARED BY TRANSSYSTEMS CORPORATION FROM FIELD DATA COLLECTED IN SEPTEMBER & DECEMBER 2008. FIELD PROCEDURES, CALCULATIONS AND FINAL PLAN HAVE BEEN REVIEWED FOR CONTENT BY LUIS BERRIOS MONTES & ASSOCIATES OF NEGRA BARRA, PUERTO RICO.
- HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO THE PUERTO RICO/HIGH ISLAND STATE PLANE COORDINATE SYSTEM, NAD 83 (1997 ADJUSTMENT). HORIZONTAL COORDINATES WERE DERIVED USING DUAL FREQUENCY GPS RECEIVERS AND ARE REFERENCED TO NATIONAL GEODETTIC SURVEY MONUMENTS ANCEL (PID 489997), FAJARDO (PID 489834), HINACAO 2 (PID 488848) AND MT BRITTON (PID 489833).
- THE FOLLOWING PLATS AND DEEDS WERE USED TO ESTABLISH THE BOUNDARY LINES AS SHOWN ON THIS PLAN:
 A) PLAT TITLED "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS BOUNDARY REESTABLISHMENT SURVEY" PREPARED BY TRANSSYSTEMS CORPORATION AND LUIS BERRIOS MONTES. IAWTAC DRAWING NO. 452797R; DATED FEBRUARY 15, 2006.
- PLANNING DATA AND SHORELINE PROVIDED BY WIGGARD DUNE ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY AERO-DYNAMICS CORPORATION CHARLOTTE N.C. SURVEY FLOWN FEBRUARY 1998.



LOCATION MAP
NOT TO SCALE



NAVAL ACTIVITY PUERTO RICO
NOT TO SCALE



LEGEND
 CONCRETE MONUMENT FOUND ■
 IRON ROD SET ■
 PROPERTY LINE ————
 EASEMENT LINE - - - - -



CERTIFICATION

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

Date 4/25/08

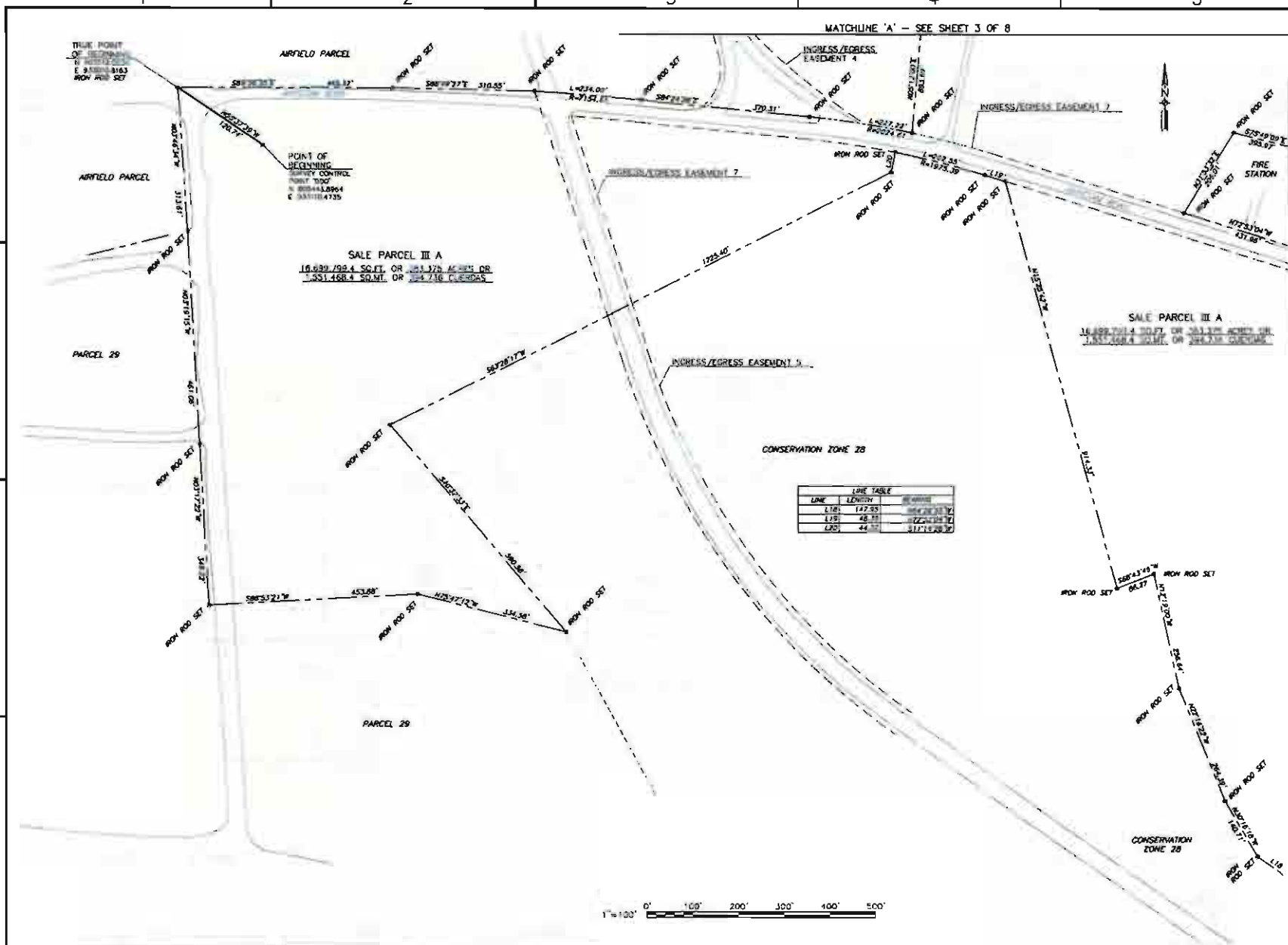
Luis Berrios Montes
LUIS BERRIOS MONTES
 Registered Surveyor No. 8480

LUIS BERRIOS MONTES
 100 South Street, Suite 1000
 San Juan, Puerto Rico 00901
 Tel: (787) 487-1113 Fax: (787) 487-1114
 P. O. Box 4887 San Juan, P. R.

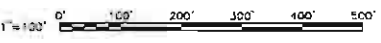


ATLANTIC DIVISION
 CENB, PUERTO RICO
 UNITED STATES GOVERNMENT PROPERTY
 FORMER NAVAL STATION ROOSEVELT ROADS
SALE PARCEL III A

CONTRACT NUMBER
 462-070-07-D-7818



LINE	LENGTH	BEARING
1.18	142.95	S89°32'31"W
1.19	48.11	N22°14'24"E
1.20	44	S12°14'28"E



MATCHLINE 'Y' - SEE SHEET 4 OF 8

TRANS SYSTEMS
Town Point Center
165 N. Main Street, Suite 210
North Fort Worth, TX 76164
Phone 757-487-1112 Fax 757-487-1115
www.transystems.com

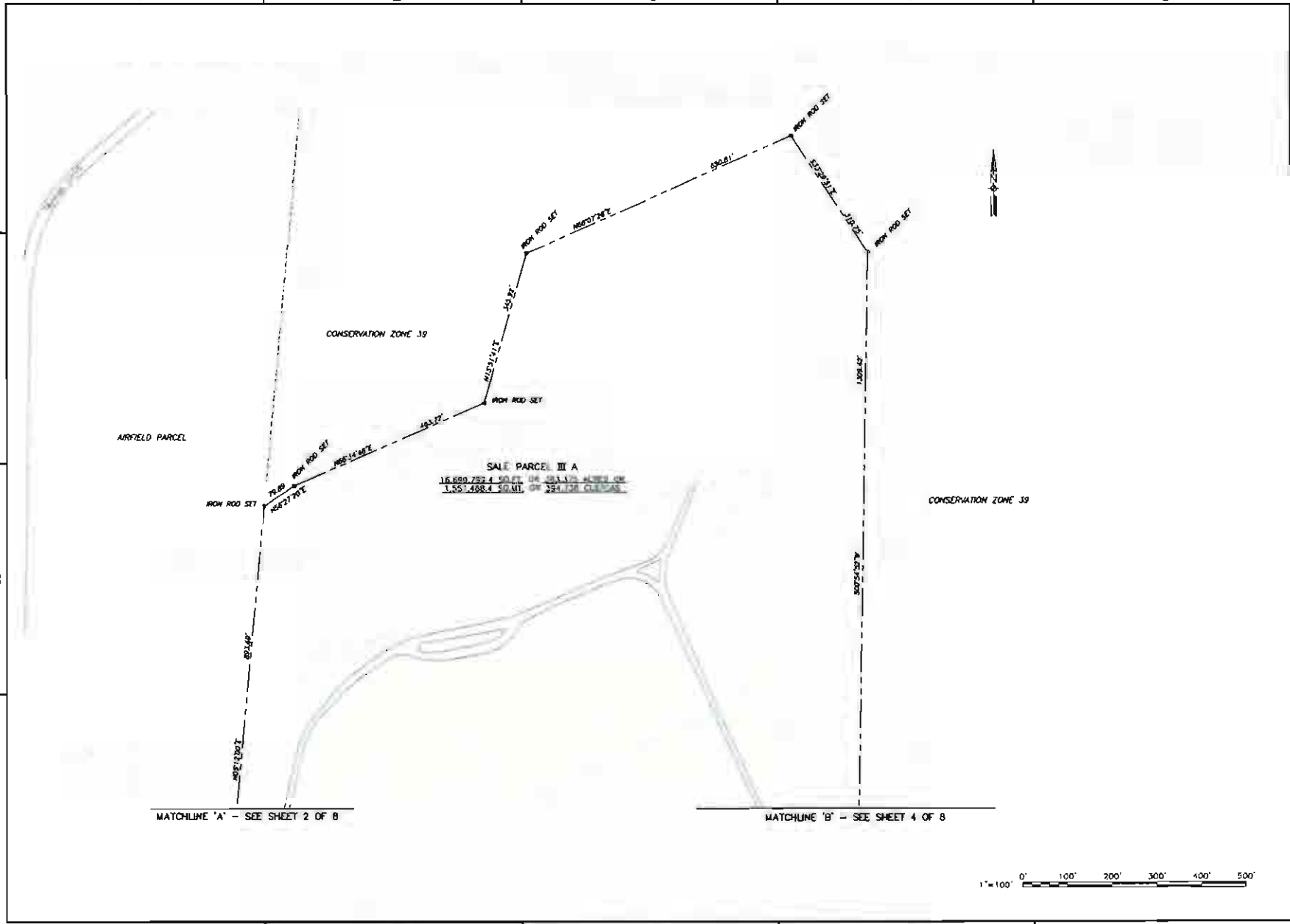
ATLANTIC DIVISION
NAVAL ACTIVITY PUERTO RICO
NAVAL ACTIVITY PUERTO RICO
UNITED STATES GOVERNMENT PROPERTY
FORMER NAVAL STATION ROOSEVELT ROADS
SALE PARCEL III A

DRAWN BY: **AS**
CHECKED BY: **AS**
DATE: **03/23/20**
SCALE: **AS SHOWN**
PROJECT: **02-0-7410**
SHEET: **7 OF 8**

1 2 3 4 5

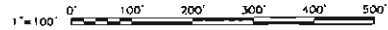
D
C
B
A

D
C
B
A

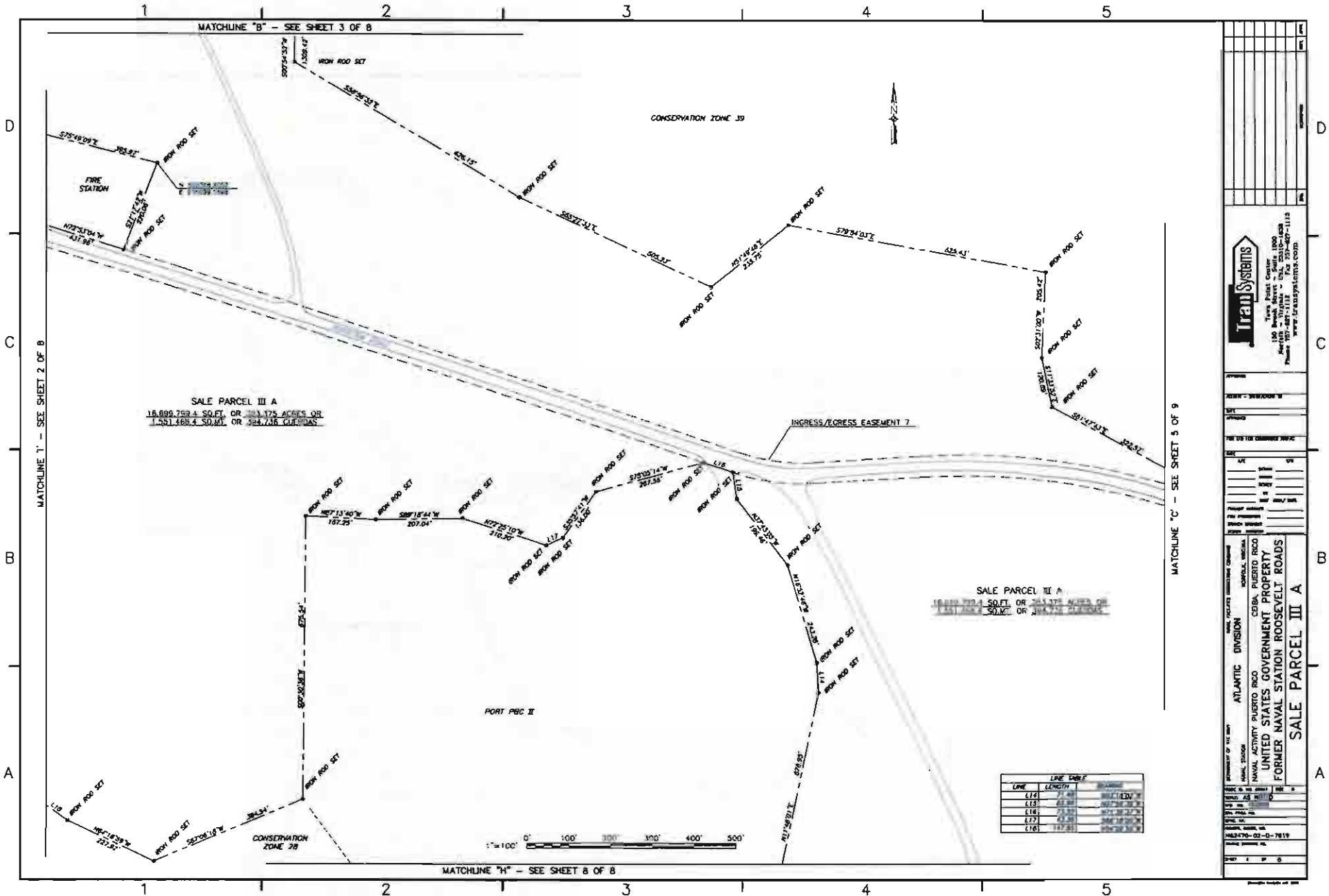


MATCHLINE 'A' - SEE SHEET 2 OF 8

MATCHLINE 'B' - SEE SHEET 4 OF 8



DATE		NO.	
TransSystems			
<small>South Point Center - Suite 1000 140 South Street - P.O. Box 1000 Miami, FL 33133 - Fax 781-407-1118 www.transystems.com</small>			
PROJECT			
CLIENT - SUBmitter TO			
DATE			
APPRAISER			
PROPERTY FOR COMMERCIAL PURPOSES			
SITE			
ACREAGE	11.00	AC	
	0.00	SF	
	0.00	SQ. FT.	
	0.00	SQ. YD.	
	0.00	ACRES	
	0.00	ACRES	
ATLANTIC DIVISION NAVAL ACTIVITY PUERTO RICO CEBRA, PUERTO RICO UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS SALE PARCEL III A			
SCALE	AS SHOWN	DATE	
PROJECT NO.	P82470-02-D-7619		
DATE			
DRAWN BY			
CHECKED BY			



SALE PARCEL III A
 16,899.753 ± SQ.FT. OR 0.383175 ACRES OR
 1,551,468.4 SQ.M. OR 584,736 CU.M.DAS

SALE PARCEL III A
 18,819.771 ± SQ.FT. OR 0.431371 ACRES OR
 1,737,027.7 SQ.M. OR 631,717 CU.M.DAS



LINE	LENGTH	BEARING
L14	71.20	S87°13'40\"
L15	61.20	S88°18'44\"
L16	73.83	S77°25'10\"
L17	42.28	S82°21'14\"
L18	117.83	S71°32'47\"

Trap Systems
 Traps, Field Center
 100 Beach Avenue - Suite 1000
 Miami Beach, FL 33139
 Phone: 305-687-1112 Fax: 305-687-1113
 www.trapsystems.com

PROJECT: SALE PARCEL III A

DATE: 02/11/2019

SCALE: 1"=100'

PROJECT NUMBER: 180479-02-D-7419

DRAWN BY: [Name]

CHECKED BY: [Name]

DATE: 02/11/2019

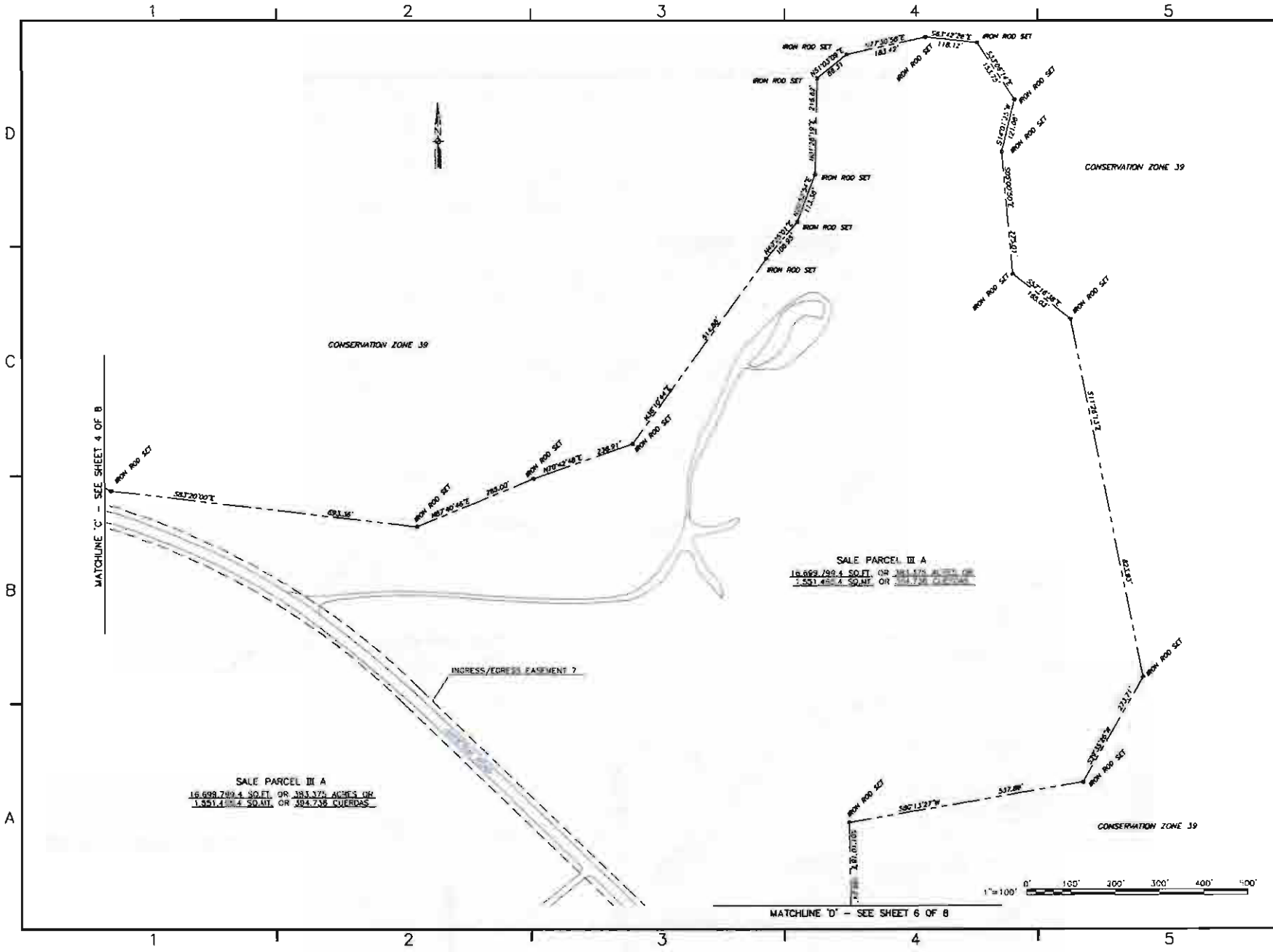
PROJECT: SALE PARCEL III A

LOCATION: CEDA, PUERTO RICO

OWNER: UNITED STATES GOVERNMENT PROPERTY

PROJECT: FORMER NAVAL STATION ROOSEVELT ROADS

SALE PARCEL III A



TransSystems
 Town, Public, Cellular, GIS
 1101 N. Main St., Suite 100
 Phoenix, AZ 85003
 Phone: 480-487-1112 Fax: 480-487-1115
 www.transystems.com

Project:	
Client:	
Scale:	
North Arrow:	
Date:	
Drawn by:	
Checked by:	
Project No.:	
Sheet No.:	

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

Scale: 1" = 100'

North Arrow

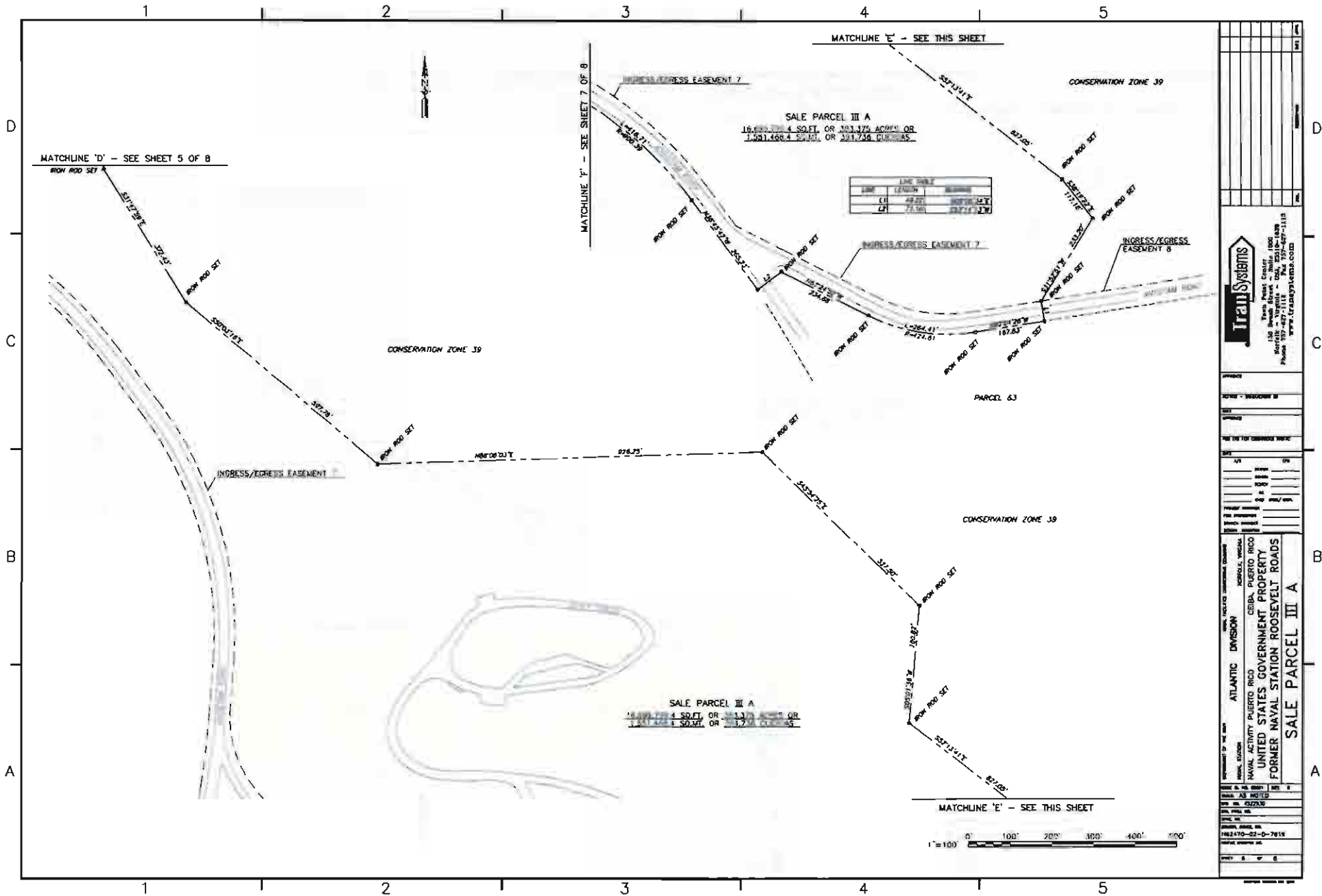
Date:

Drawn by:

Checked by:

Project No.:

Sheet No.:



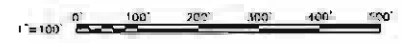
SALE PARCEL III A
 16,822.4 SQ. FT. OR 381.175 ACRES OR
 1,981,468.4 SQ. MET. OR 221,738.000 M² AS

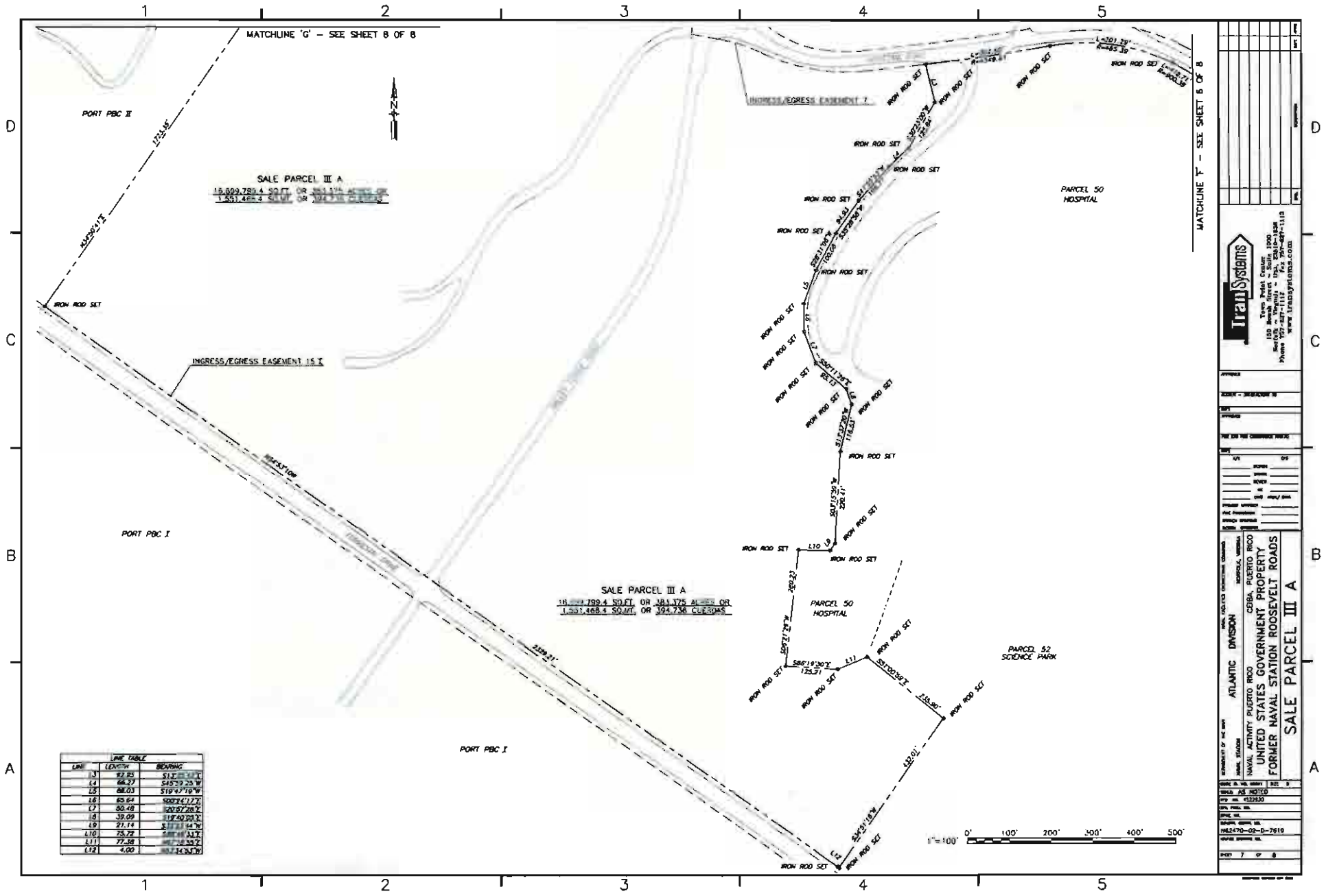
SALE PARCEL III A
 16,822.4 SQ. FT. OR 381.175 ACRES OR
 1,981,468.4 SQ. MET. OR 221,738.000 M² AS

LINE TABLE		
LINE	LENGTH	BEARING
01	49.02	S89°14'21"
02	75.96	S72°17'12"

TranSystems
 TRAN SYSTEMS, INC.
 110 South Street - Suite 1000
 Norfolk, Virginia - USA, 23510-1008
 Phone: 757-243-7711
 Fax: 757-243-7712
 www.transystems.com

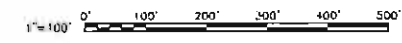
ATLANTIC DIVISION
 NAVAL ACTIVITY, PUERTO RICO
 NAVAL STATION
 CERIA, PUERTO RICO
 UNITED STATES GOVERNMENT PROPERTY
 FORMER NAVAL STATION ROOSEVELT ROADS
SALE PARCEL III A





LINE TABLE

LINE	LENGTH	BEARING
L3	82.83	S18°02'30"E
L4	66.21	S45°59'25"W
L5	88.03	S19°47'59"W
L6	85.64	S90°24'17"E
L7	80.48	S27°28'22"E
L8	35.69	S17°40'59"E
L9	21.14	S17°55'45"E
L10	75.72	S88°48'41"E
L11	77.58	S67°18'33"E
L12	4.00	S87°34'24"E



MATCHLINE 'G' - SEE SHEET 8 OF 8

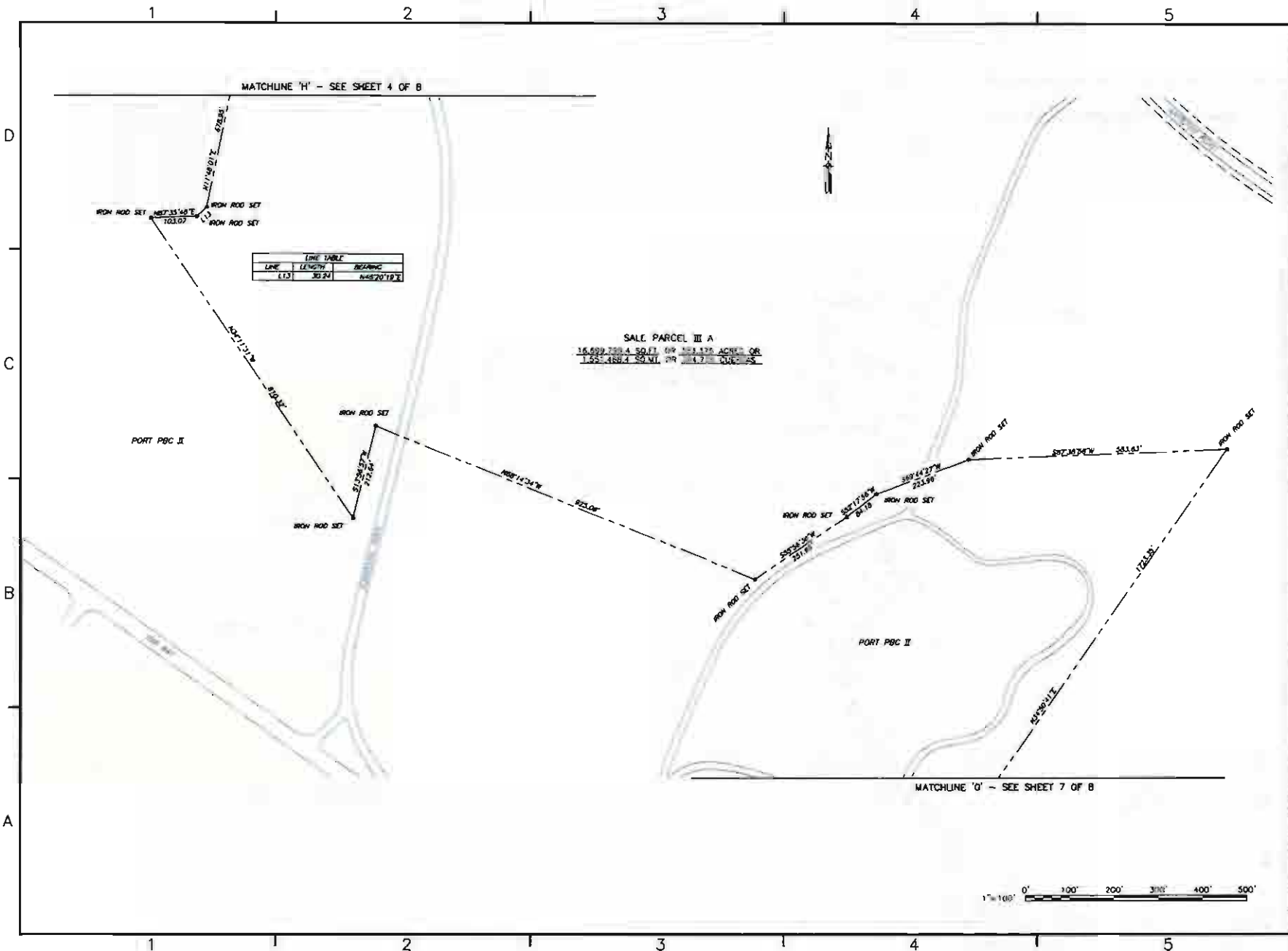
NO.	DATE	BY	REVISION

TranSystems
 Team Point Center
 150 Beach Street - Suite 1000
 Miami, FL 33139
 Phone: 305-277-1117 Fax: 305-441-1119
 www.transystems.com

MATCHLINE 'Y' - SEE SHEET 8 OF 8

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

PROJECT NUMBER: 1985470-02-5-7619
 DATE: 03/20/03
 SHEET: 7 OF 8



MATCHLINE 'H' - SEE SHEET 4 OF B

MATCHLINE 'G' - SEE SHEET 7 OF B

LINE TABLE		
LINE	LENGTH	BEARING
E13	30.24	N48°20'19"E

SALE PARCEL III A
 16,629.7284 SQ. FT. OR 381.175 ACRES OR
 1.6524884 SQ. MI. OR 4.711062 SQ. MI.

PORT PBC IX

PORT PBC II

Train Systems 155 S. Highway 1000 P.O. Box 1000 San Juan, Puerto Rico 00901 Phone 787-627-1112 Fax 787-627-1118 www.train-systems.com	
PROJECT: _____ CLIENT: _____ DATE: _____ SHEET: _____ OF _____ SCALE: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____	
ATLANTIC DIVISION NAVAL ACTIVITY PUEERTO RICO UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS SALE PARCEL III A	
1"=100' 0' 100' 200' 300' 400' 500'	

SURVEY NOTES:

- BOUNDARY SURVEY PERFORMED BY TRANSYSTEMS 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 SALA, PUERTO RICO.
- HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO THE PUERTO RICO/GRAND 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 (PD 408607), TAMARCO (PD 408834), MURMICO 2 (PD 408845) AND VE BRITTON (PD 408835).
- 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, MAP/AC DRAWING NO. 4302929, DATED FEBRUARY 15, 2005.
 - PLAT TITLED "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS FORESTRAL TREATMENT PLANT" PREPARED BY TRANSYSTEMS CORPORATION AND LUIS BERRIOS MONTES, DATED NOVEMBER 21, 2007.
- PLANNING DATA AND SHORELINE PROVIDED BY HOGGARD EURE ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY WBO-DYNAMICS CORPORATION CHARLOTTE, N.C. SURVEY (LOW) FEBRUARY 1998.
- DUE TO THE SPECIFICATED NATURE OF THE SUBJECT PROPERTY, TERRITORIAL-MARITIME REGULATIONS ARE APPLICABLE, AS A TIDE GAUGING CONDITION. ALL FUTURE REQUIREMENTS OF THIS SUBJECT PROPERTY BY SUBSEQUENT SMALL RESOURCES, THE BOUNDARY OF THESE LANDS WITH REGARDS TO THE TERRITORIAL-MARITIME ZONE REGULATIONS, THE PUBLIC ACCESS TO PROPERTY TRANSFERRED TO OTHER FEDERAL AGENCIES SHALL REMAIN STATUS QUO.



LINE	LENGTH	AREA
L1	63.83	10.17
L2	155.91	18.7
L3	134.78	17.1
L4	69.96	9.2
L5	24.30	3.2
L6	35.96	4.7
L7	22.77	3.0
L8	75.25	10.0
L9	68.09	9.0
L10	165.18	21.5
L11	182.14	23.5
L12	84.29	11.2
L13	97.96	13.0
L14	156.97	20.5
L15	108.81	14.5
L16	20.52	2.8
L17	181.17	23.0
L18	71.81	9.5

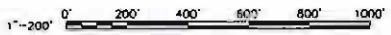


CERTIFICATION

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

Date: 1/28/08
 LUIS BERRIOS MONTES
 Surveyor License No. 0000

LUIS BERRIOS MONTES
 Surveyor License No. 0000



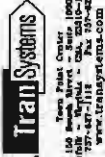
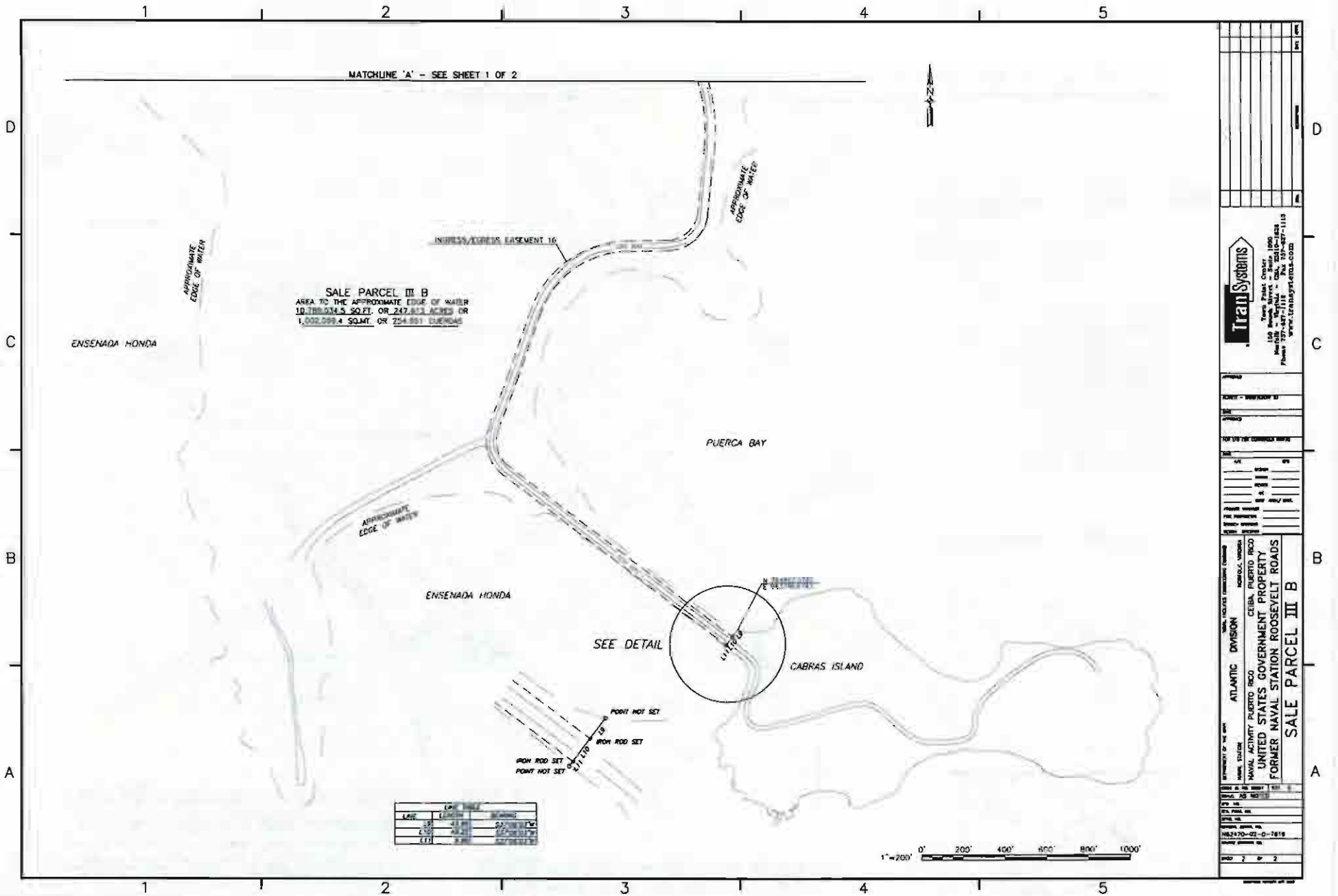
MATCHLINE 'A' - SEE SHEET 2 OF 2

- LEGEND**
- CONCRETE MONUMENT FOUND
 - IRON ROD SET
 - PROPERTY LINE
 - CASEMENT

TransSystems
 TransSystems Corporation
 100 South Street, Suite 1000
 San Juan, Puerto Rico - P.R. 00901-1113
 Phone: (787) 438-1113
 www.transystems.com

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

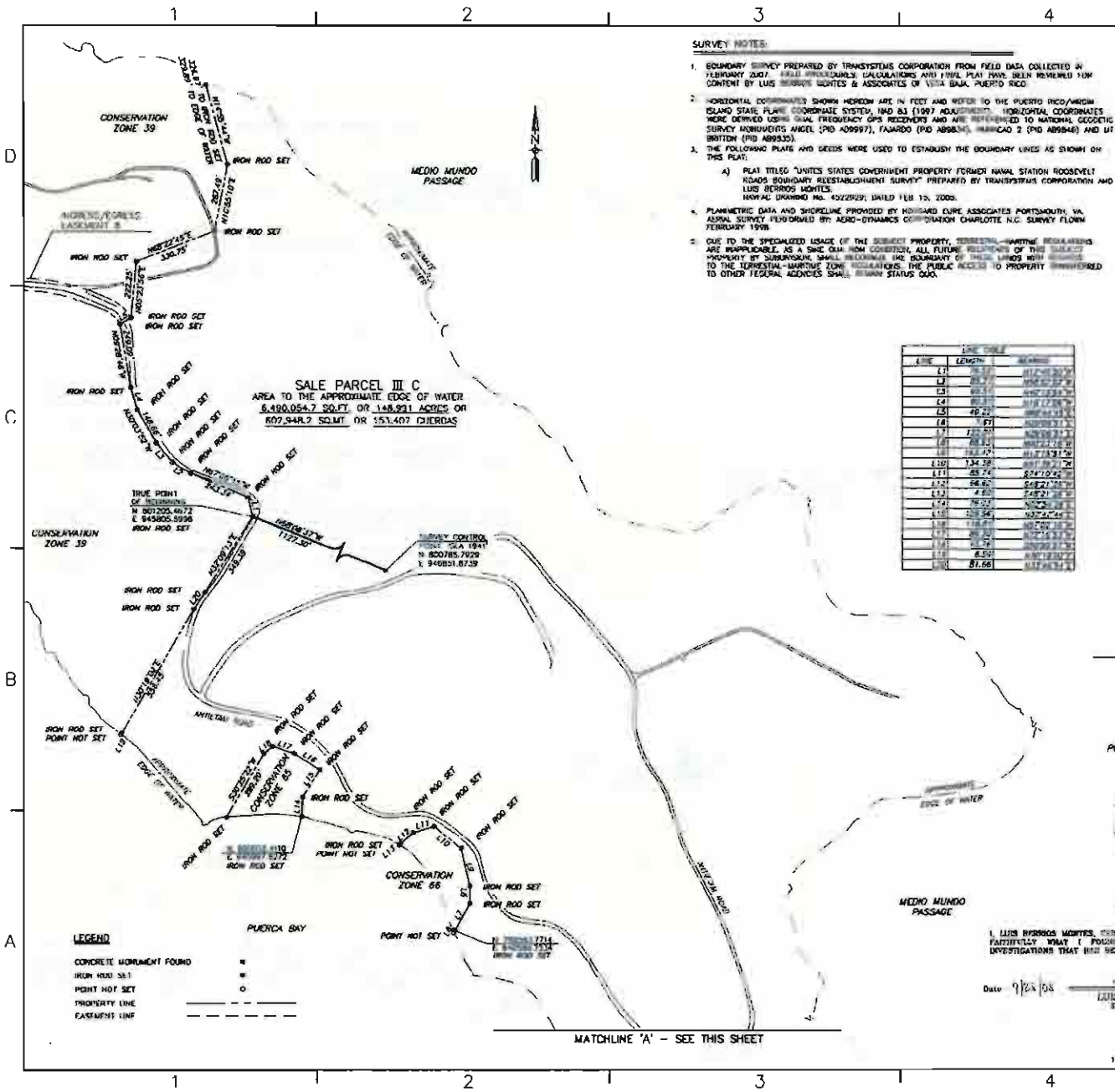
DATE: 1/28/08
 SHEET 1 OF 2



Trans Parcel Center
150 South Bayview - Suite 1000
Miami Beach, Florida 33134
Phone 305-687-1112 Fax 305-687-1115
www.transystems.com

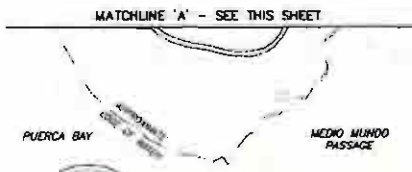
UNIVERSITY OF THE WEST
NAVY DIVISION
ATLANTIC DIVISION
NAVY YARD
NAVAL ACTIVITY, PUERTO RICO
CIEBA, PUERTO RICO
UNITED STATES GOVERNMENT PROPERTY
FORMER NAVAL STATION ROOSEVELT ROADS
SALE PARCEL III B

DATE OF ISSUE 08/11/09
SCALE AS SHOWN
2 1/2" x 3 1/2"
36" x 48"
NO. 100-01-0-1618
PROJECT NO.
SHEET 2 OF 2



- SURVEY NOTES:**
- BOUNDARY SURVEY PREPARED BY TRANSYSTEMS CORPORATION FROM FIELD DATA COLLECTED BY FEBRUARY 2007. ALL PROBABLY CALCULATIONS AND FINAL PLAT HAVE BEEN REVIEWED FOR CONTENT BY LUIS BERRIOS MONTES & ASSOCIATES OF VIEJA BARRA, PUERTO RICO.
 - HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO THE PUERTO RICO/ARROW ISLAND STATE PLANE COORDINATE SYSTEM, NAD 83 (1997) ADJUSTMENT. HORIZONTAL COORDINATES WERE DERIVED USING DUAL FREQUENCY GPS RECEIVERS AND ARE REFERENCED TO NATIONAL GEODESIC SURVEY ADJUSTMENTS ANGEL (PID 409977), FAJARDO (PID 489805), HUANCAO 2 (PID 489848) AND UT BRITTON (PID 489833).
 - 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, NAVAL DRAWING NO. 4022209, DATED FEB 15, 2005.
 - PLANIMETRIC DATA AND SHORPLENE PROVIDED BY HOWARD CURR ASSOCIATES PORTSMOUTH, VA, AERIAL SURVEY PERFORMED BY AERO-DYNAMICS CORPORATION CHARLOTTE, N.C. SURVEY FLOWN FEBRUARY 1998.
 - DUE TO THE SPECIFIED USAGE OF THE SUBJECT PROPERTY, TERRESTRIAL-MARKING REQUIREMENTS ARE INAPPLICABLE AS A ONE-CM NON-CORRECTING ALL FUTURE REQUIREMENTS OF THIS SUBJECT PROPERTY BY SUBSCRIPTION SHALL INCLUDE THE BOUNDARY OF THESE LANDS WITH REFERENCE TO THE TERRESTRIAL-MARKING LOW REQUIREMENTS. THE PUBLIC ACCESS TO PROPERTY REFERENCED TO OTHER FEDERAL AGENCIES SHALL REMAIN STATUS QUO.

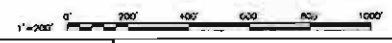
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L2	87.77	102°02'38.12"
L3	87.77	102°02'38.12"
L4	87.77	102°02'38.12"
L5	87.77	102°02'38.12"
L6	87.77	102°02'38.12"
L7	87.77	102°02'38.12"
L8	87.77	102°02'38.12"
L9	87.77	102°02'38.12"
L10	87.77	102°02'38.12"
L11	87.77	102°02'38.12"
L12	87.77	102°02'38.12"
L13	87.77	102°02'38.12"
L14	87.77	102°02'38.12"
L15	87.77	102°02'38.12"
L16	87.77	102°02'38.12"
L17	87.77	102°02'38.12"
L18	87.77	102°02'38.12"
L19	87.77	102°02'38.12"
L20	87.77	102°02'38.12"
L21	87.77	102°02'38.12"
L22	87.77	102°02'38.12"
L23	87.77	102°02'38.12"
L24	87.77	102°02'38.12"
L25	87.77	102°02'38.12"
L26	87.77	102°02'38.12"
L27	87.77	102°02'38.12"
L28	87.77	102°02'38.12"
L29	87.77	102°02'38.12"
L30	87.77	102°02'38.12"
L31	87.77	102°02'38.12"
L32	87.77	102°02'38.12"
L33	87.77	102°02'38.12"
L34	87.77	102°02'38.12"
L35	87.77	102°02'38.12"
L36	87.77	102°02'38.12"
L37	87.77	102°02'38.12"
L38	87.77	102°02'38.12"
L39	87.77	102°02'38.12"
L40	87.77	102°02'38.12"
L41	87.77	102°02'38.12"
L42	87.77	102°02'38.12"
L43	87.77	102°02'38.12"
L44	87.77	102°02'38.12"
L45	87.77	102°02'38.12"
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L47	87.77	102°02'38.12"
L48	87.77	102°02'38.12"
L49	87.77	102°02'38.12"
L50	87.77	102°02'38.12"
L51	87.77	102°02'38.12"
L52	87.77	102°02'38.12"
L53	87.77	102°02'38.12"
L54	87.77	102°02'38.12"
L55	87.77	102°02'38.12"
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L58	87.77	102°02'38.12"
L59	87.77	102°02'38.12"
L60	87.77	102°02'38.12"
L61	87.77	102°02'38.12"
L62	87.77	102°02'38.12"
L63	87.77	102°02'38.12"
L64	87.77	102°02'38.12"
L65	87.77	102°02'38.12"
L66	87.77	102°02'38.12"
L67	87.77	102°02'38.12"
L68	87.77	102°02'38.12"
L69	87.77	102°02'38.12"
L70	87.77	102°02'38.12"
L71	87.77	102°02'38.12"
L72	87.77	102°02'38.12"
L73	87.77	102°02'38.12"
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L92	87.77	102°02'38.12"
L93	87.77	102°02'38.12"
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L95	87.77	102°02'38.12"
L96	87.77	102°02'38.12"
L97	87.77	102°02'38.12"
L98	87.77	102°02'38.12"
L99	87.77	102°02'38.12"
L100	87.77	102°02'38.12"



CERTIFICATION

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

Date: 9/28/08
 LUIS BERRIOS MONTES
 Surveyor License No. 1689

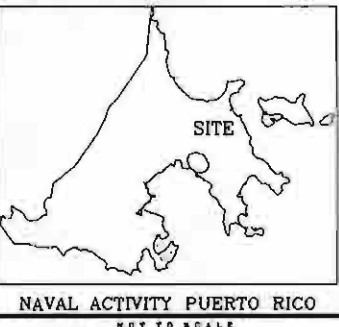
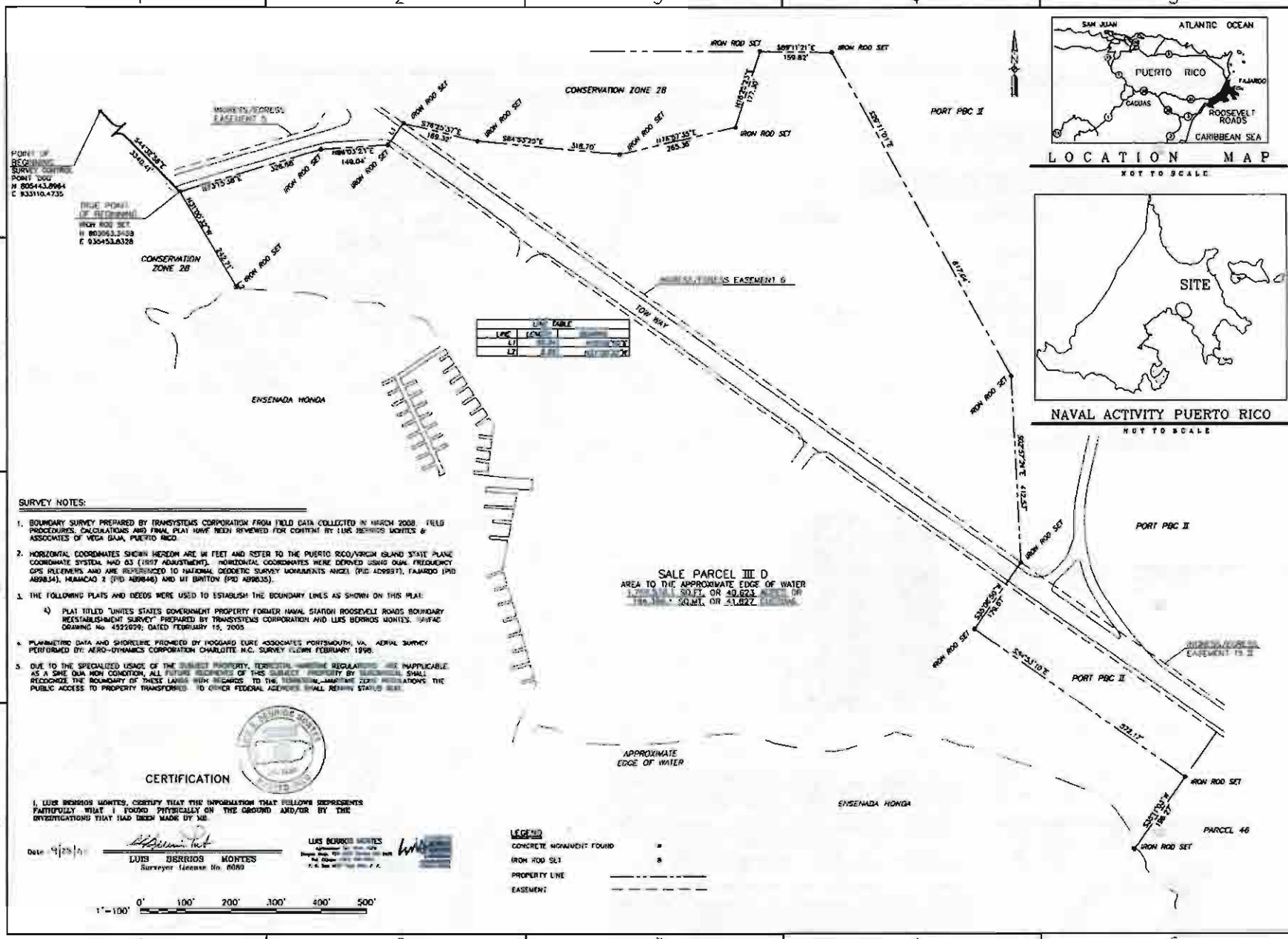


TRANSYSTEMS
 Town, Point, Control
 100 Beach Street, Suite 1200
 P.O. Box 111111, San Juan, PR 00911-1111
 Phone: 787-487-1111 Fax: 787-487-1113
 www.transystems.com

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

DATE: 9/28/08
 BY: [Signature]
 TITLE: SURVEYOR
 LICENSE NO.: 1689

DATE: 9/28/08
 BY: [Signature]
 TITLE: SURVEYOR
 LICENSE NO.: 1689



DIM. TABLE	
LONG.	1/4"
WID.	1/8"
DI.	1/16"

- SURVEY NOTES:**
- BOUNDARY SURVEY PREPARED BY TRANSYSTEMS CORPORATION FROM FIELD DATA COLLECTED IN MARCH 2008. FIELD PROCEDURES, CALCULATIONS AND FINAL PLAN HAVE BEEN REVIEWED FOR CONTENT BY LUIS BERRIOS MONTES & ASSOCIATES OF VEGA JAMA, PUERTO RICO.
 - HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO THE PUERTO RICO/VIRGIN ISLAND STATE PLANE COORDINATE SYSTEM HAD 03 (1987 ADJUSTMENT). HORIZONTAL COORDINATES WERE DERIVED USING OLGA (FREQUENCY GPS RECEIVER) AND ARE REFERENCED TO NATIONAL GEODETIC SURVEY MONUMENTS ANGEL (PID 499871), TAINO (PID 498141), MANACAO 3 (PID 498440) AND MT BRITON (PID 498335).
 - 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 TRANSYSTEMS CORPORATION AND LUIS BERRIOS MONTES, NAUTIC DRAWING No. 4322079, DATED FEBRUARY 14, 2005.
 - PLANNING DATA AND SHORELINE PROVIDED BY HOGGARD EURE ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY AERO-DYNAMICS CORPORATION CHARLOTTE, N.C. SURVEY FILE NO. FEBRUARY 1999.
 - DUE TO THE SPECIALIZED USAGE OF THE SUBJECT PROPERTY, TERRITORIAL ZONING REGULATIONS ARE INAPPLICABLE. AS A SURE OUR HIGH CONDITION, ALL FUTURE REQUIREMENTS OF THIS SUBJECT PROPERTY BY TERRITORIAL SHALL RECOGNIZE THE BOUNDARY OF THESE LANDS WITH REGARD TO THE TERRITORIAL ZONING 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 IDENTIFICATIONS THAT HAD BEEN MADE BY ME:

Date: 9/25/10
 Luis Berrios Montes
 Surveyor License No. 6069

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



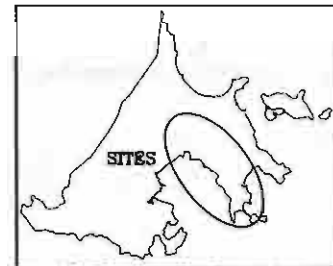
TRANSYSTEMS
 Town Point Center
 100 North Street, Suite 1100
 San Juan, Puerto Rico 00901
 Phone: 787-487-1112 Fax: 787-487-1113
 www.transystems.com

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

DATE: 9/25/10
 SCALE: AS SHOWN
 SHEET: 1 OF 1

SURVEY NOTES

- BOUNDARY SURVEY PREPARED BY TRANSISTECS CORPORATION FROM FIELD DATA COLLECTED IN 2004 AND 2007. FIELD PROCEEDINGS, CALCULATIONS AND FINAL PLAN HAVE BEEN REVIEWED FOR CORRECTNESS BY LUIS BERRIOS MONTES & ASSOCIATES OF VEGA BAJA, PUERTO RICO.
- HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO THE NAD 83/NOVA 83 (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 (FD AD0997), FALMADO (FD AB0644), HUMACAO 2 (PD AB0644) AND MT BRITTON (PD AB0655).
- THE FOLLOWING PLATS AND RECORDS 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 TRANSISTECS CORPORATION AND LUIS BERRIOS MONTES. NAVAL DRAWING NO. 1422929; DATED FEBRUARY 15, 2002.
- PLANIMETRIC DATA AND SHORELINE PROVIDED BY HOGGARD ELLIC ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY AERO-DYNAMICS CORPORATION CHARLOTTE, N.C. SURVEY FLIGHT FEBRUARY 1998.
- NOTE: THIS PLAN SHOWS EASEMENTS OF RECORD FOUND IN THE BUREAU OF LAND RECORDS. THIS PLAN MAY NOT SHOW ALL GRANTS OR EASEMENTS THAT COULD AFFECT SUBJECT PROPERTY.



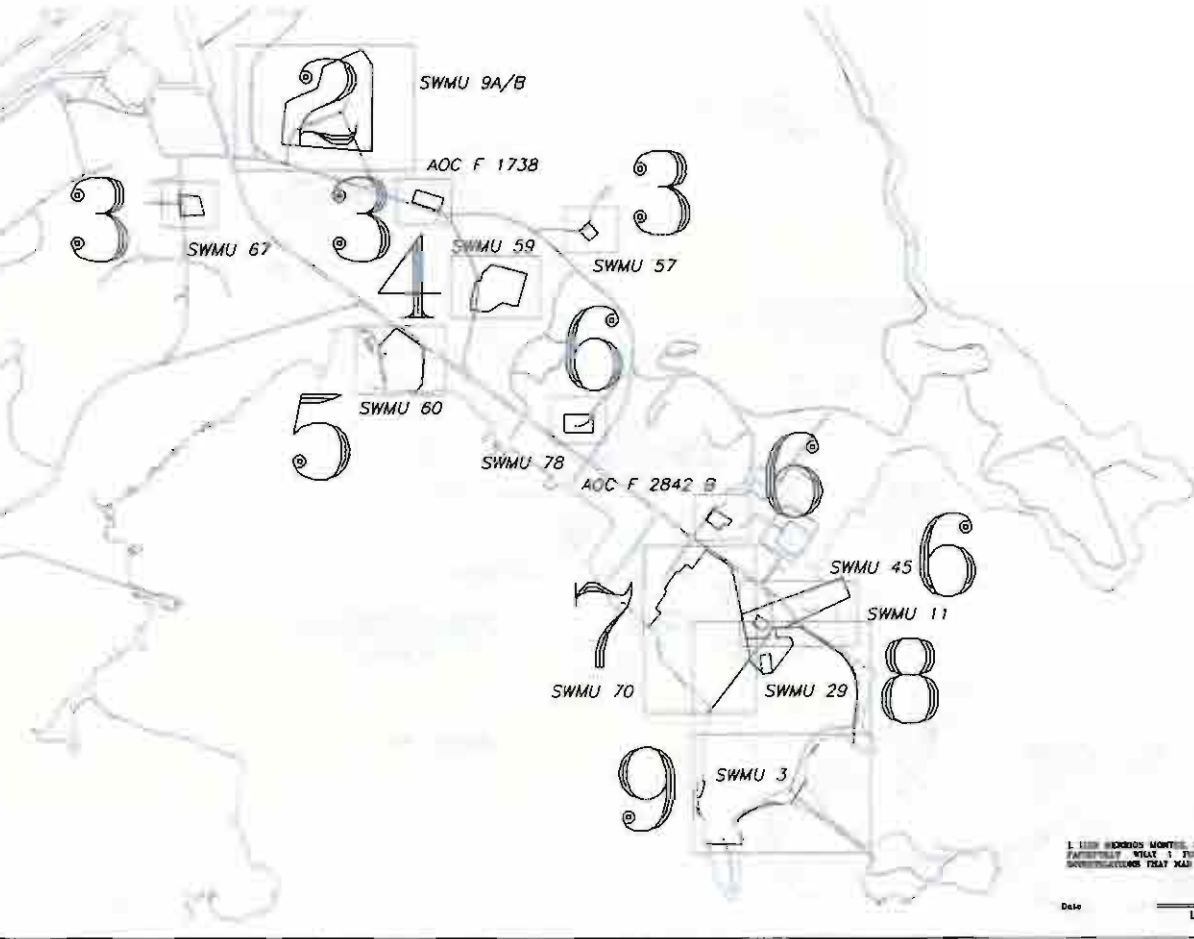
NAVAL ACTIVITY PUERTO RICO
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

- LEGEND**
- CONCRETE MONUMENT FOUND
 - IRON ROD SET
 - POINT NOT SET
 - SWMU LIMIT LINE
 - ENCE LINE

TRANSISTECS CORPORATION	
100 South Street - Suite 1000 P.O. Box 1000 - San Juan, P.R. 00902 Phone: 787-421-1111 - Fax: 787-421-7113 www.transistecs.com	
ATLANTIC DIVISION	
NAVAL ACTIVITY, PUERTO RICO UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS IND AREA SWMU/AOC SITES	

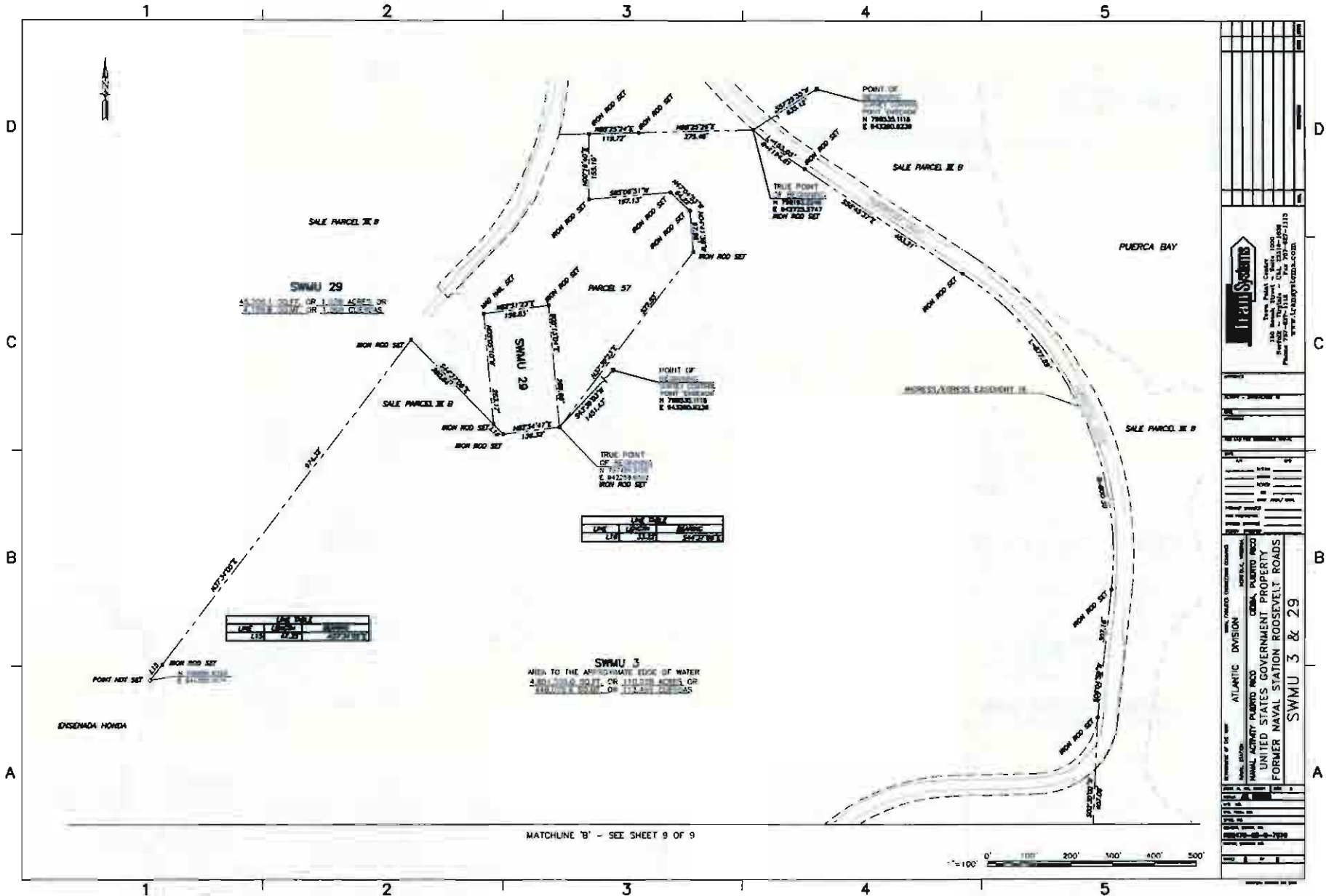


CERTIFICATION

I, LUIS BERRIOS MONTES, CERTIFY THAT THE DIMENSIONS THAT FOLLOW REPRESENTS FAITHFULLY WHAT I FOUND PHYSICALLY ON THE GROUNDS AND/OR BY THE SURVEYING METHODS THAT HAVE BEEN SAID BY ME.

Date: _____

LUIS BERRIOS MONTES
 Surveyor License No. 28883





 I-trail Systems

Survey, Mapping, GIS, and Data Solutions

 1500 S. Main Street, Suite 100

 Phoenix, AZ 85004

 Phone: 602-998-1111

 Fax: 602-998-1112

 Email: info@i-trail.com

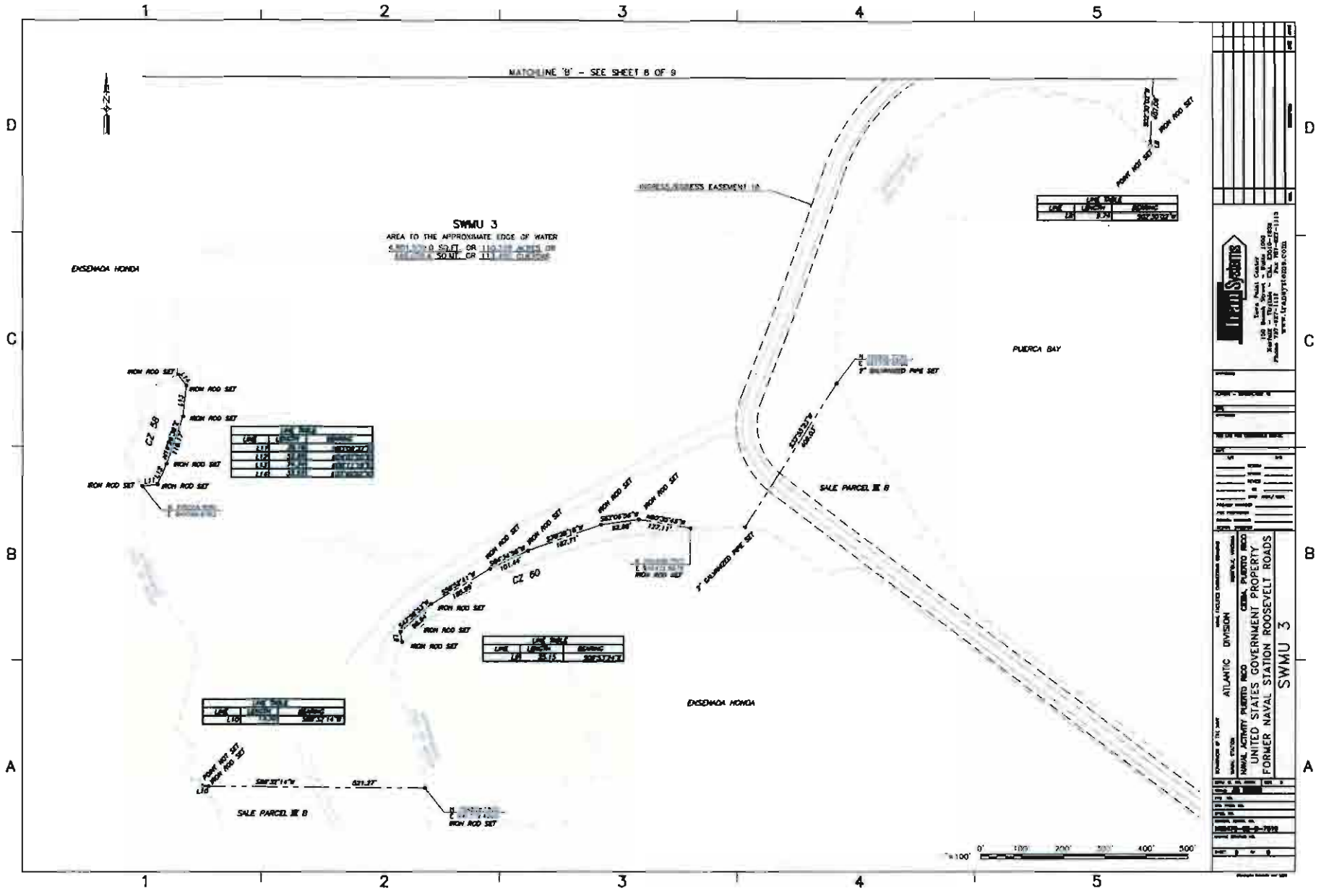
ATLANTIC DIVISION

 NAVAL ACTIVITY PUEBLO RICO

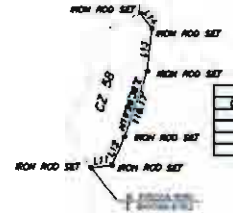
 UNITED STATES GOVERNMENT PROPERTY

 FORMER NAVAL STATION ROOSEVELT ROADS

SWMU 3 & 29



SWMU 3
 AREA TO THE APPROXIMATE EDGE OF WATER
 2.50' W.D. SLOPE OR 1:1.25' HORIZONTAL ON
 1:2.50' VERTICAL OR 11.75% GRADE



LINE	LENGTH	BEARING
1.17	1.17	90°00'00"
1.17	1.17	0°00'00"
1.17	1.17	270°00'00"
1.17	1.17	180°00'00"

LINE	LENGTH	BEARING
1.17	1.17	90°00'00"
1.17	1.17	0°00'00"
1.17	1.17	270°00'00"
1.17	1.17	180°00'00"

LINE	LENGTH	BEARING
1.17	1.17	90°00'00"
1.17	1.17	0°00'00"
1.17	1.17	270°00'00"
1.17	1.17	180°00'00"

LINE	LENGTH	BEARING
1.17	1.17	90°00'00"
1.17	1.17	0°00'00"
1.17	1.17	270°00'00"
1.17	1.17	180°00'00"



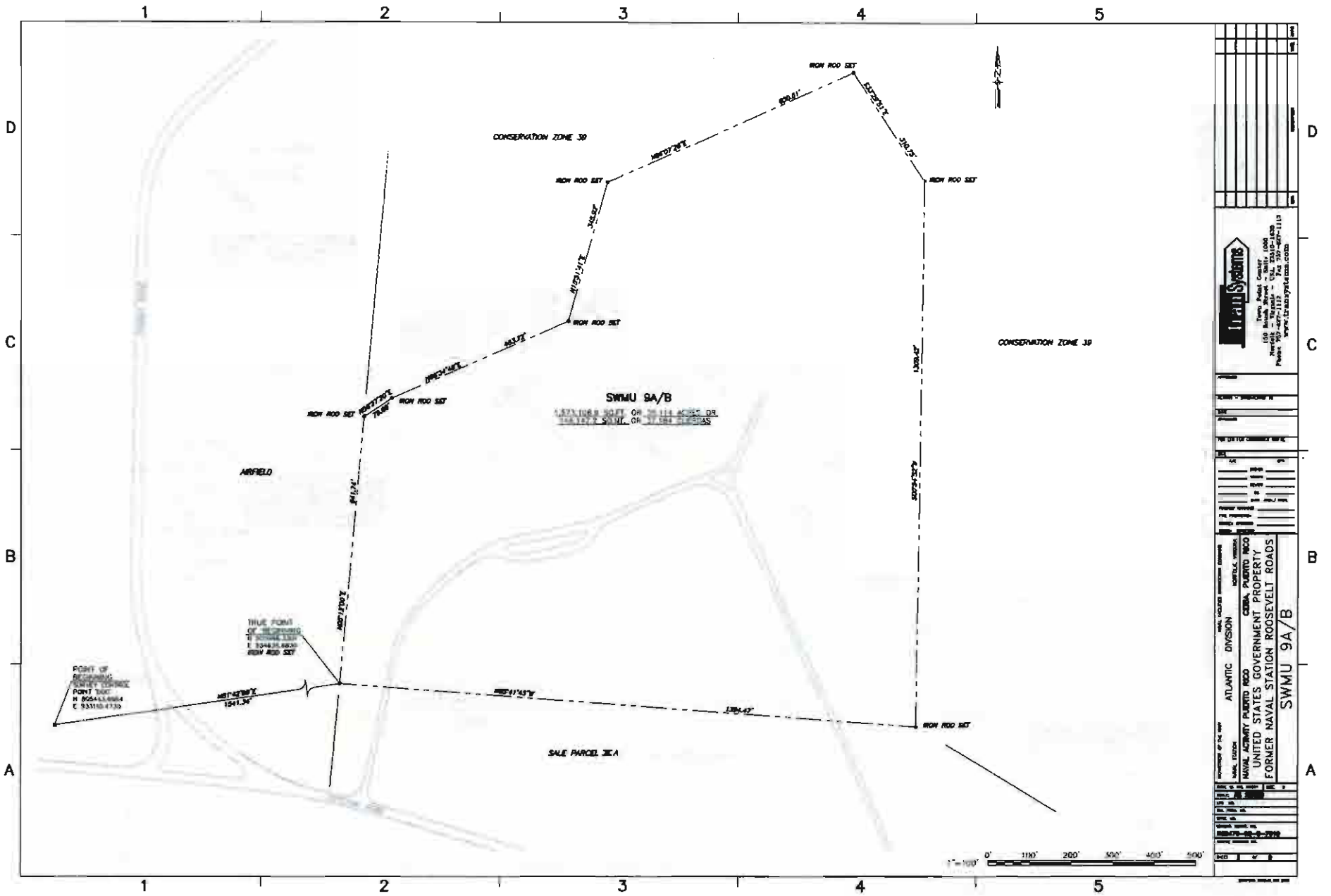
Irati Systems

1100 South Street - Suite 1000
 San Diego, CA 92108
 Phone: 619-594-2000
 Fax: 619-594-2010
 www.iratisystems.com

ATLANTIC DIVISION

NAVY FACILITY PLANNING AND CONSTRUCTION
 UNITED STATES GOVERNMENT PROPERTY
 FORMER NAVAL STATION ROOSEVELT ROADS
SWMU 3

DATE: 08/11/10
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]



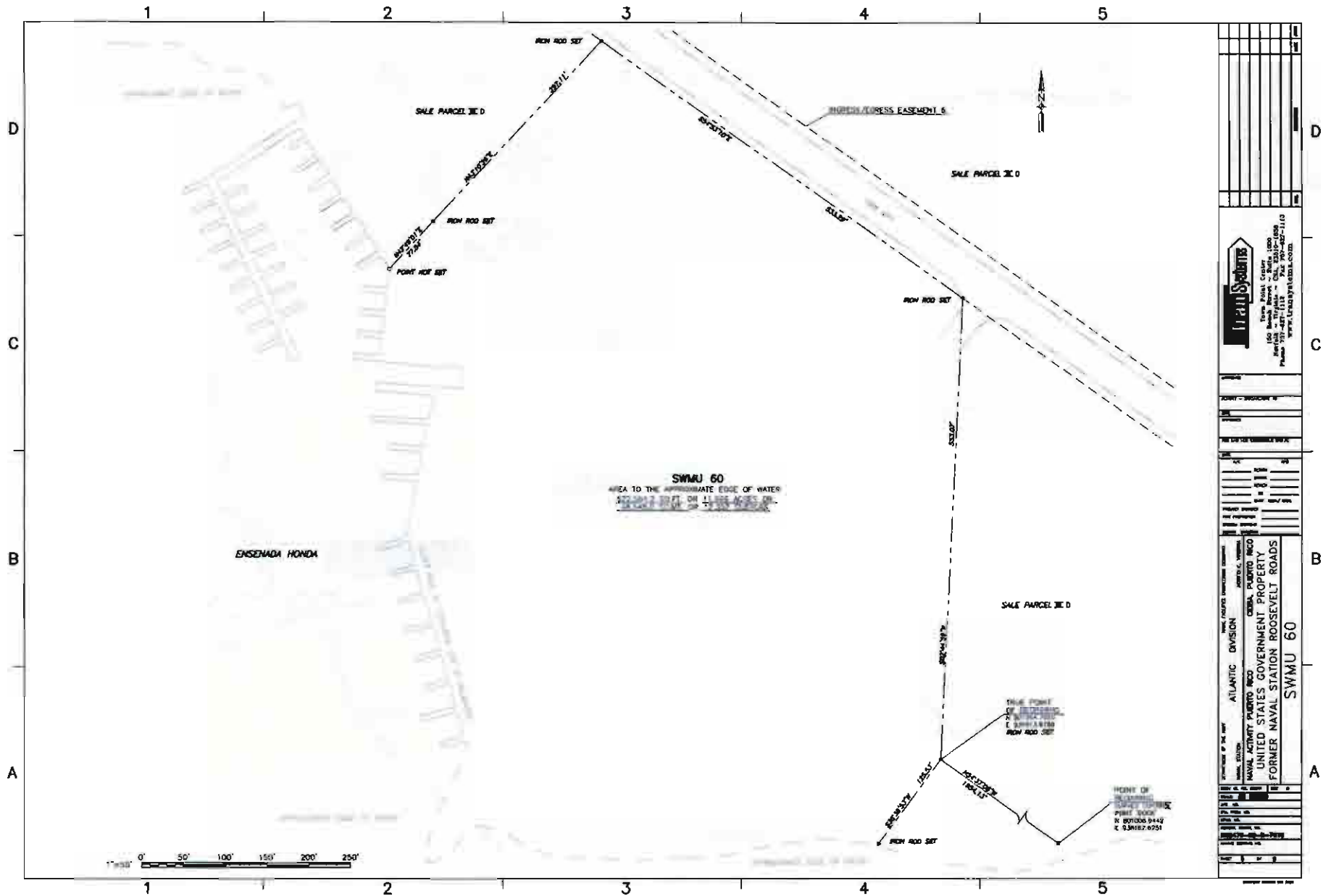
NO.	DESCRIPTION	DATE	BY

ITRAIL Systems, Inc.
 Survey, Public Works, GIS, 3D
 Navigation - Mapping - Civil - 3D - GIS
 Puerto Rico - San Juan - 787-767-1111
 Phone: 787-767-1111
 Fax: 787-767-1112
 Email: sales@itrail.com
 Web: www.itrail.com

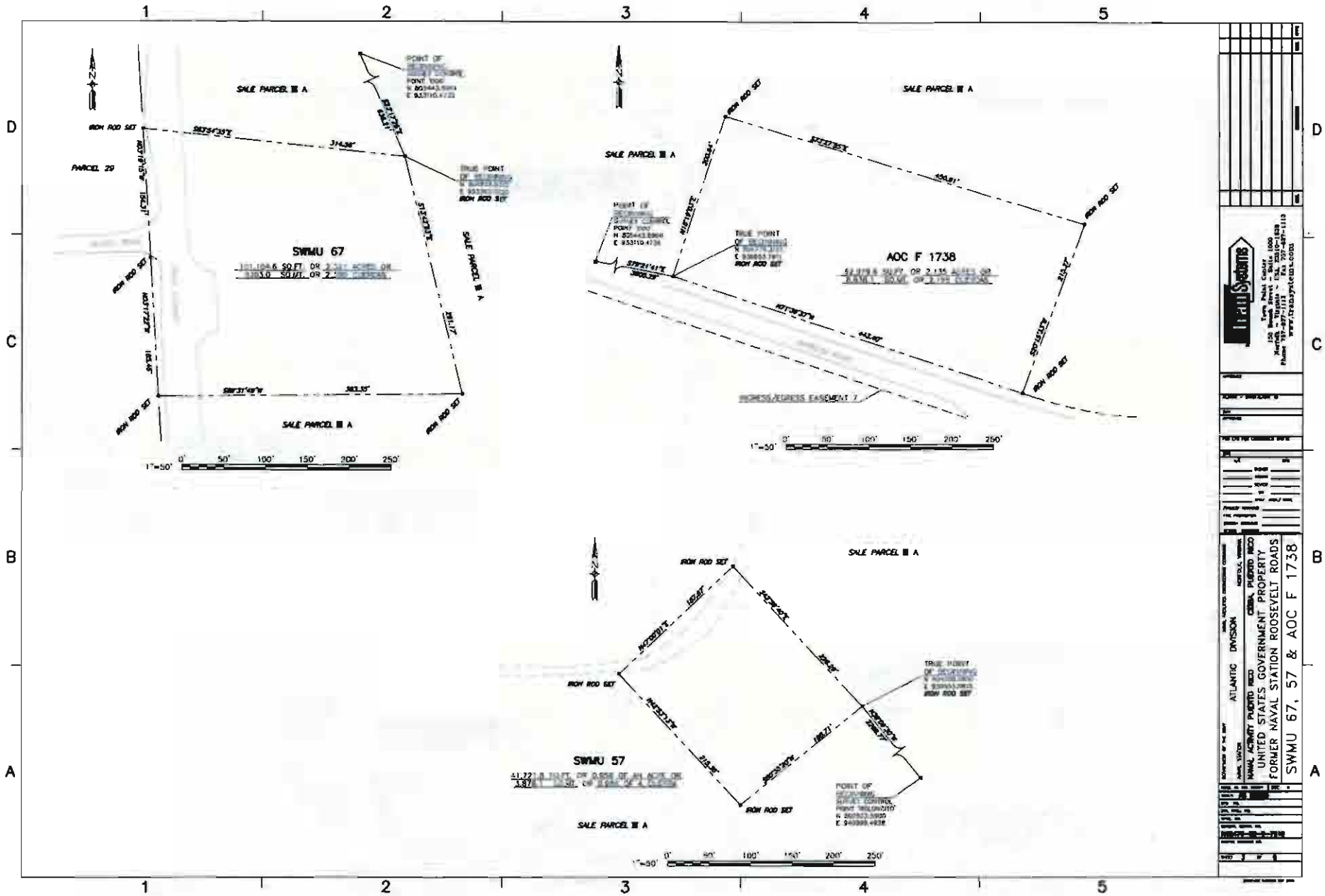
DATE: 11/20/12
 TIME: 10:00 AM
 SHEET NO.: 1
 TOTAL SHEETS: 1
 DRAWN BY: J. GARCIA
 CHECKED BY: J. GARCIA
 SCALE: AS SHOWN
 PROJECT: SWMU 9A/B

PROPERTY OF THE STATE OF PUERTO RICO
 DIVISION: ATLANTIC DIVISION
 SAN JUAN, PUERTO RICO
 NAVY ACTIVITY PUERTO RICO
 SAN JUAN, PUERTO RICO
 UNITED STATES GOVERNMENT PROPERTY
 FORMER NAVAL STATION ROOSEVELT ROADS
 SWMU 9A/B

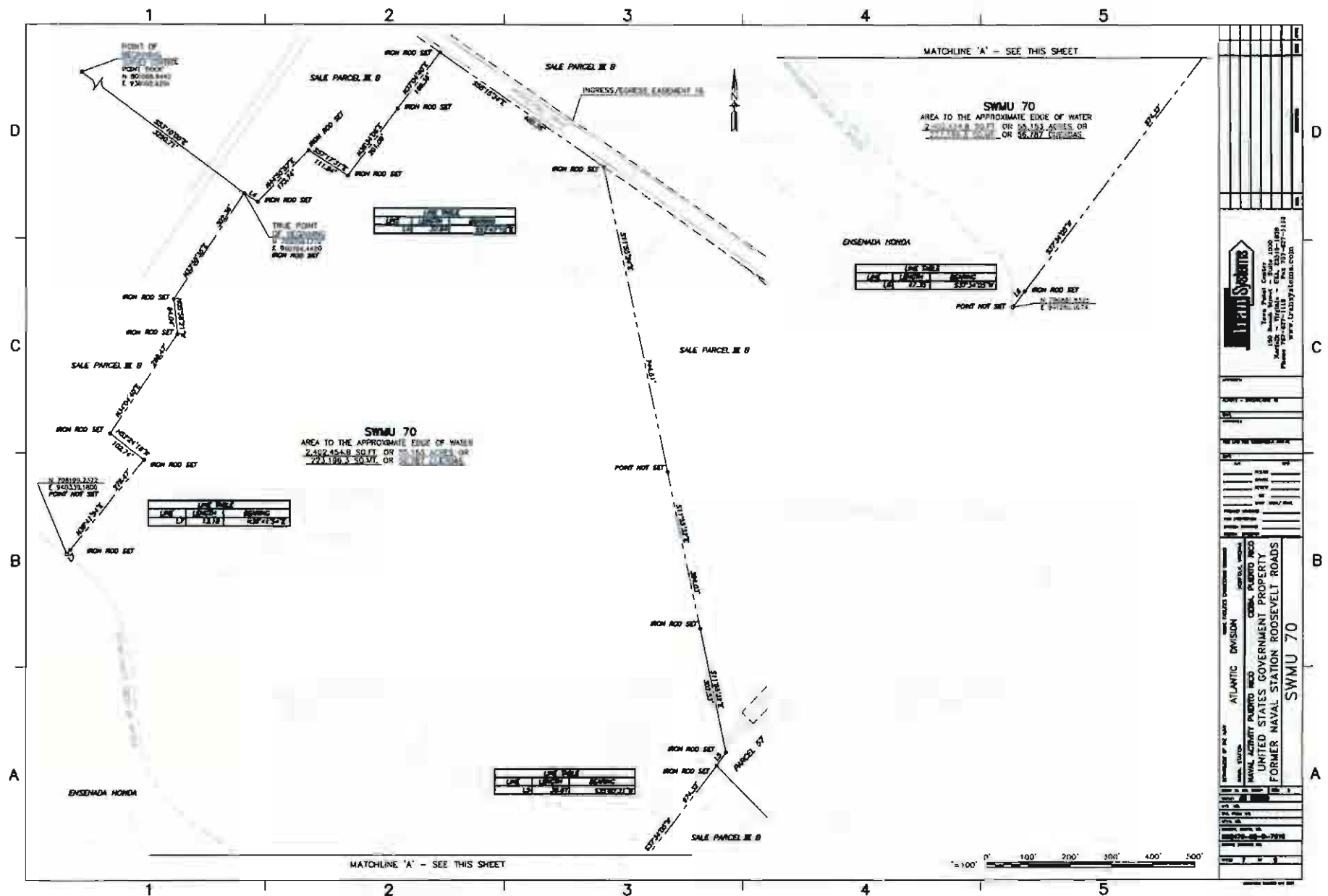
NO. 112-11-001
 SCALE: AS SHOWN
 DATE: 11/20/12
 SHEET NO.: 1
 TOTAL SHEETS: 1
 DRAWN BY: J. GARCIA
 CHECKED BY: J. GARCIA



Dave Royal, Owner 1400 S. Bayshore Blvd., Suite 1000 Palm Beach, Florida 33480 Phone: 561-447-1118 Fax: 561-447-1110 www.lvisystems.com	
ATLANTIC DIVISION NAVAL ACTIVITY PUERTO RICO SAN JUAN, PUERTO RICO UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS SWMU 60	
PROJECT NO.: 100-100-100-100 DRAWING NO.: 100-100-100-100 DATE: 10/10/10 SCALE: AS SHOWN SHEET NO.: 1 OF 1	



L. J. Williams Surveyors 100 N. Main Street, 1000 Norfolk, Virginia 23510-1000 Phone: 757-243-7400 Fax: 757-243-7401	
ATLANTIC DIVISION NAVAL FACILITY PUMERO NEED UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS SWMU 67, 57 & AOC F 1738	
DATE: 11/11/11 DRAWN BY: [Name] CHECKED BY: [Name] SCALE: AS SHOWN SHEET NO. 1 OF 1	PROJECT NO.: [Number] CLIENT: [Name] LOCATION: [Address] SHEET TITLE: [Title]



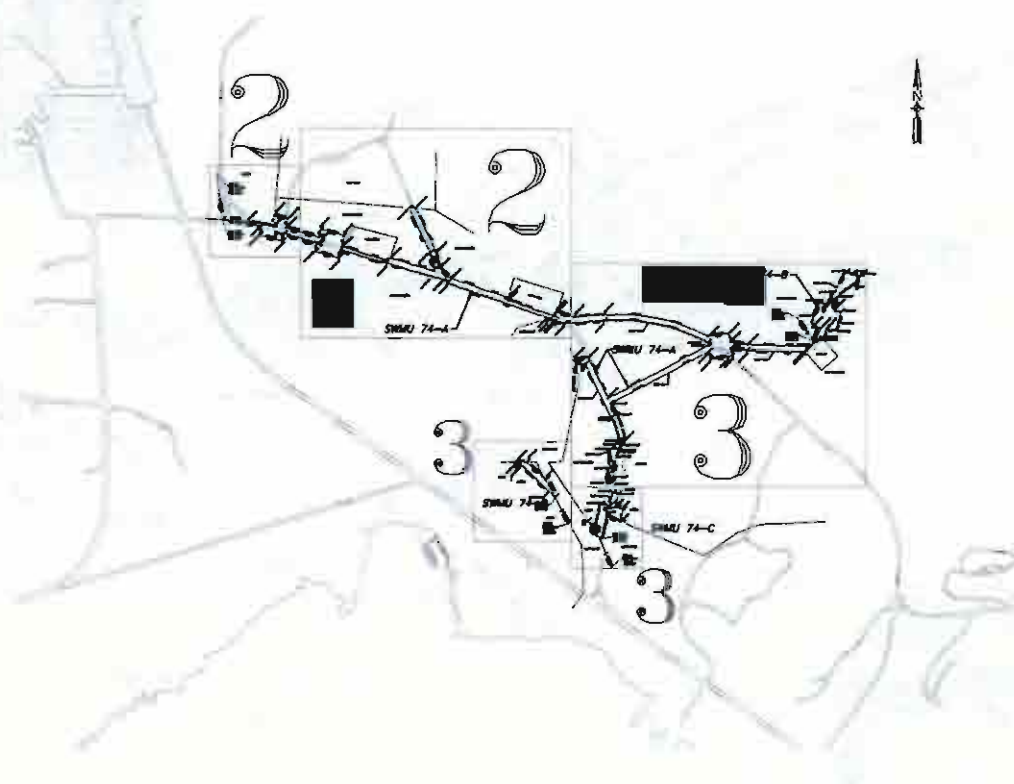
IronSights 1000 Adams Avenue, Cambridge, MA 02142 Tel: 617-452-1118 Fax: 617-452-1119 www.ionsights.com													
PROPERTY													
COUNTY - INCORPORATED IN													
TOWN													
THE LOT OR LOTS DESCRIBED HEREIN ARE													
FOR THE PURPOSE OF THIS RECORD													
LAWYER													
DATE													
STATE													
RECORD BOOK													
PAGE													
FILED													
RECORDING OFFICE													
ATLANTIC DIVISION													
NAVAL ACTIVITY PUGET SOUND													
UNITED STATES GOVERNMENT PROPERTY													
FORMER NAVAL STATION RODSVELL ROAD													
SWMU 70													

SURVEY NOTES:

1. BOUNDARY SURVEY PREPARED BY TRANSYSTEMS CORPORATION FROM FIELD DATA COLLECTED IN NOVEMBER 2008. FIELD PROCEDURES, CALCULATIONS AND FINAL PLAN HAVE BEEN REVIEWED FOR CONTENT BY LUIS PEREZ MONTE A ASSOCIATES OF VEVA S.A. PUERTO RICO.
2. HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO THE PUERTO RICO/VIRGIN ISLANDS STATE PLANE COORDINATE SYSTEM NAD 83 (1983 ADJUSTMENT). HORIZONTAL COORDINATES WERE DERIVED USING DUAL FREQUENCY GPS RECEIVERS AND ARE REFERENCED TO NATIONAL GEODETIC SURVEY MONUMENTS ANCOA (710 409997), FALMADO (710 488832), HUMASAG 2 (710 453848) AND MT BRITTON (710 466433).
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 BARRON BOUNDARY REESTABLISHMENT SURVEY" PREPARED BY TRANSYSTEMS CORPORATION AND LUIS PEREZ MONTE NAVFAC DRAWING No. 4522829, DATED FEBRUARY 12, 2008.
4. PLANIMETRIC DATA AND SHORELINE PROVIDED BY HOGGINS EURE ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY AERO-DYNAMICS CORPORATION CHARLOTTE N.C. SURVEY EPOCH FEBRUARY 1988.
5. SINCE THIS PLAN SHOWS EASEMENTS BY RECORDS FILED IN THE NAVY REAL ESTATE OFFICE, THIS PLAN 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 ○
 - BOUNDARY LIMIT LINE ———

CERTIFICATION

I, LUIS PEREZ MONTE, CERTIFY THAT THE INFORMATION THAT FOLLOWS REPRESENTS FAITHFULLY WHAT I FOUND PHYSICALLY ON THE GROUND AND/OR BY THE INSTRUMENTS THAT WERE USED BY ME.

Date: _____
 LUIS PEREZ MONTE
 Surveyor Licensed No. 8086

LUIS PEREZ MONTE
 Licensed Civil Engineer
 License No. 1000-00000000
 Registered Professional Engineer
 License No. 1000-00000000
 P. O. Box 1000, San Juan, P. R.

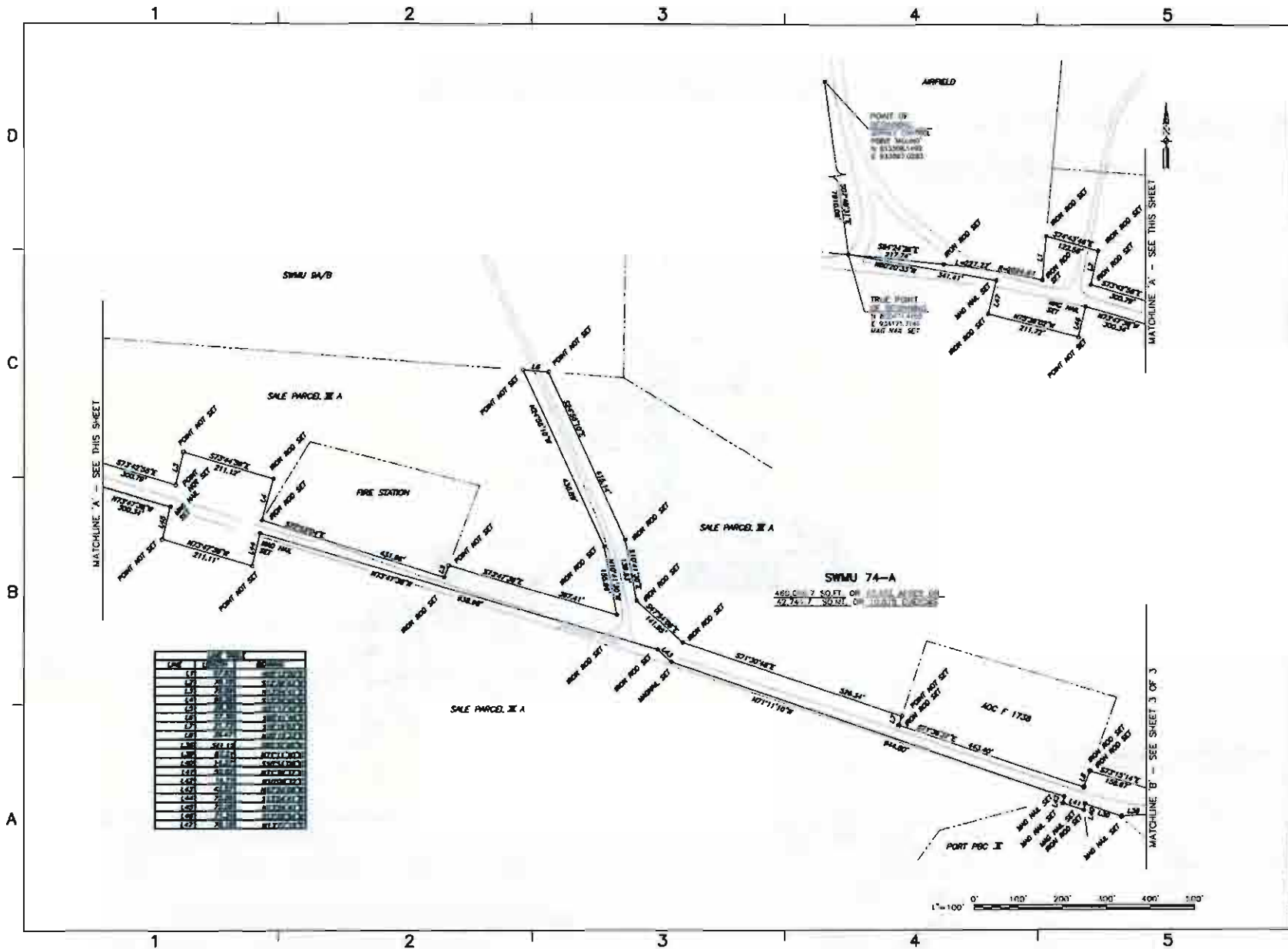
TransSystems

Survey Planning Center
 100 N. Franklin Ave., Suite 200
 San Juan, Puerto Rico 00909-1115
 Phone: 787-764-1115
 www.transystems.com

ATLANTIC DIVISION

NAVAL ACTIVITY PUERTO RICO
 UNITED STATES GOVERNMENT PROPERTY
 FORMER NAVAL STATION ROOSEVELT BARRON
 SWMU 74

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MATCHLINE 'A' - SEE THIS SHEET

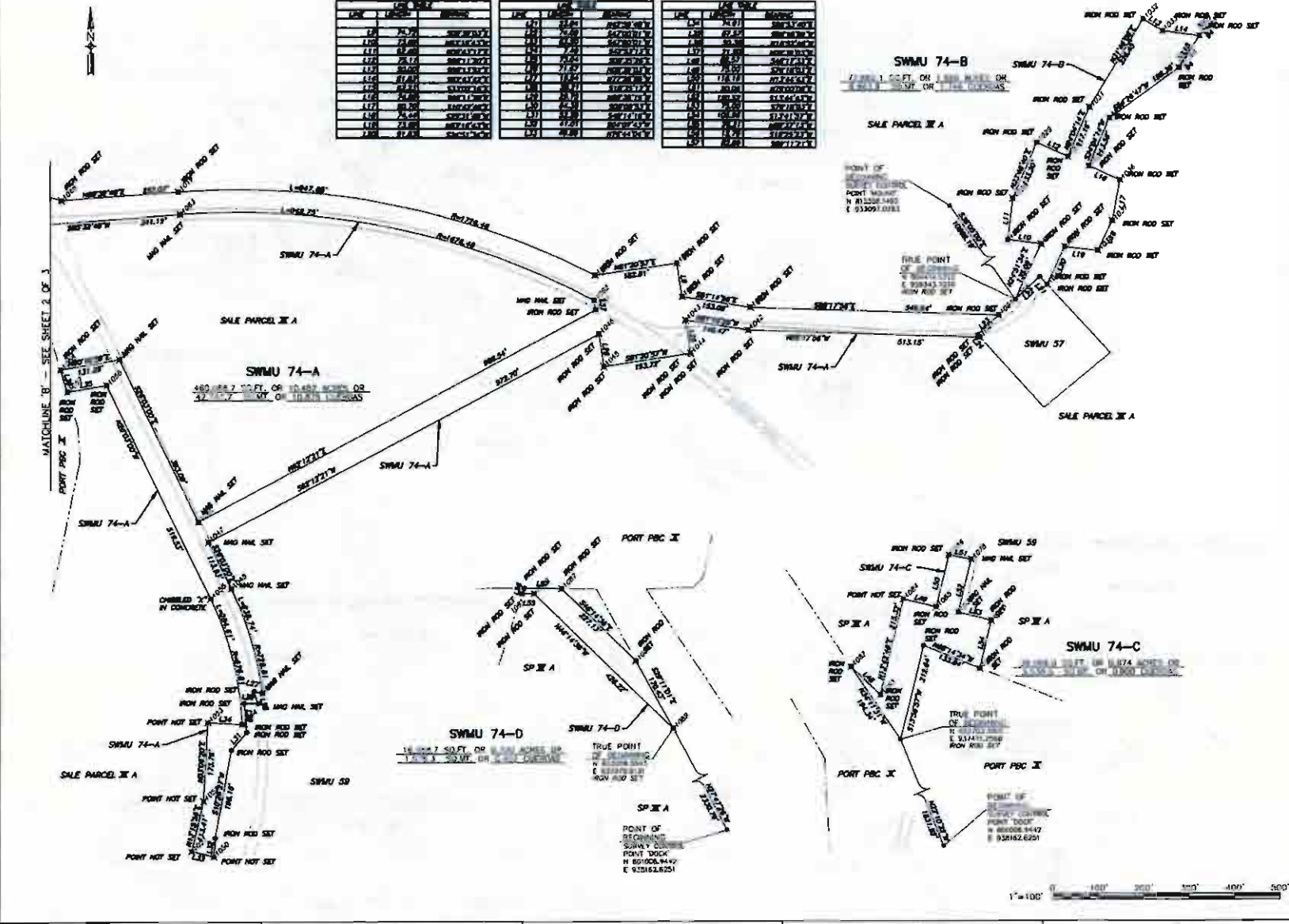
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Atlantic Systems
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ATLANTIC DIVISION
 FEDERAL MARINE CORPS
 NAVAL ACTIVITY PAVILION BLDG
 CENTRAL PAVILION BLDG
 UNITED STATES GOVERNMENT PROPERTY
 FORMER NAVAL STATION ROOSEVELT ROADS
 SWMU 74

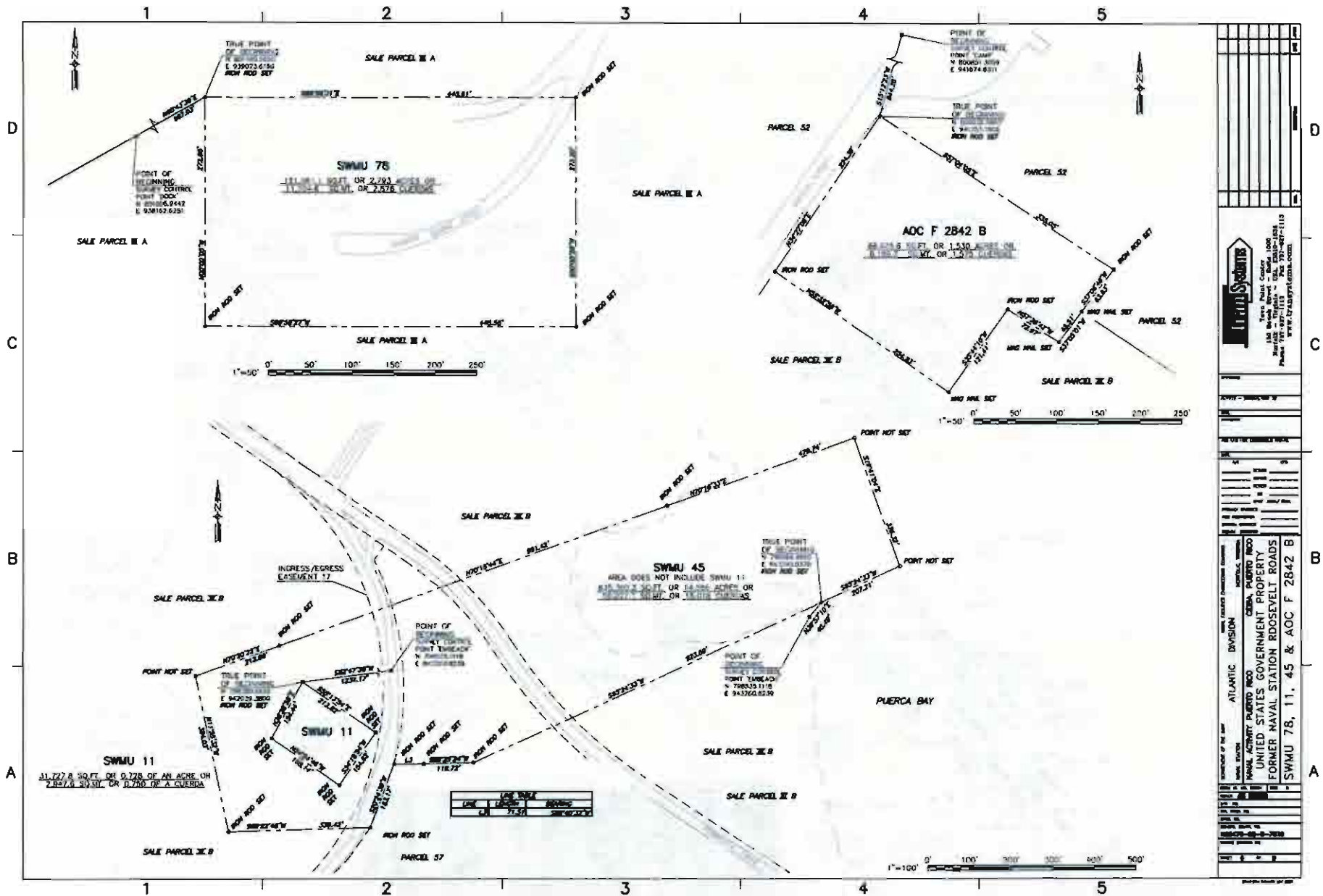
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ATLANTIC ELECTRIC & POWER, INC.
 150 South Street, Suite 1000
 Norfolk, Virginia 23502-5515
 Phone: (800) 487-4753
 Fax: (757) 891-5515
 www.aep.com

DATE: 12/14/00
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 TITLE: [Title]

ATLANTIC DIVISION
 PROJECT: [Project Name]
 DRAWING NO.: [Drawing No.]
 SHEET NO.: [Sheet No.]
 SCALE: 1" = 100'



Tru Systems	
Terry Paul County 1320 West Street - Suite 1000 Puerto Rico 00911-1113 Phone: (787) 487-1113 www.trusyst.com	
PROJECT: SWMU 11, 45 & AOC F 2842 B	
DATE: 11/11/11	
DRAWN BY: [Name]	
CHECKED BY: [Name]	
APPROVED BY: [Name]	
TITLE: SURVEY	
SCALE: 1" = 100'	
SHEET NO. 1 OF 1	
PROJECT NO. 1111	
CLIENT: [Name]	
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STATE: [State]	
ZIP: [ZIP]	
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DATE: 11/11/11	
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SHEET NO. 1 OF 1	
PROJECT NO. 1111	
CLIENT: [Name]	
ADDRESS: [Address]	
CITY: [City]	
STATE: [State]	
ZIP: [ZIP]	

SURVEY NOTES:

- BOUNDARY SURVEY PREPARED BY TRANSYSTEMS CORPORATION FROM FIELD DATA COLLECTED IN JANUARY 2006. FIELD PROCEDURES, CALCULATIONS AND FINAL PLAN HAVE BEEN REVIEWED FOR CONTENT BY LUIS BERRIOS MONTES & ASSOCIATES OF VEGA BAJA, PUERTO RICO.
- HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND INCHES TO THE PUERTO RICO/COMMONWEALTH STATE PLAIN COORDINATE SYSTEM, NAD 83 (1987 ADJUSTMENT). HORIZONTAL COORDINATES WERE OBTAINED USING GPS PERFORMANCE CLASS RECEIVERS AND ARE REFERENCED TO NATIONAL GEODETIC SURVEY POINTS ANGEL (FID 488027), FALLENBY (FID 488034), MANACAO 2 (FID 488040) AND MI BRITTON (FID 488035).
- THE FOLLOWING PLATS AND DEEDS WERE USED TO ESTABLISH THE BOUNDARY LINES AS SHOWN ON THIS PLAT:
 - PLAT FILED "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROAD BOUNDARY RESTATINEMENT SURVEY" PREPARED BY TRANSYSTEMS CORPORATION AND LUIS BERRIOS MONTES, NAVAIC DRAWING NO. 4522029; DATED FEB 15, 2005.
 - PLANIMETRIC DATA AND SHORELINE PROVIDED BY HOGGARD EURE ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY ACOG-DYNAMICS CORPORATION CHARLOTTE, N.C. SURVEY FLOWN FEBRUARY 1999.
- DUE TO THE SPECIALIZED USAGE OF THE SUBJECT PROPERTY, TERRESTRIAL-MARINE REGULATIONS ARE INAPPLICABLE. AS A SINE QUA NON CONDITION, ALL FUTURE RECIPIENTS OF THIS SUBJECT PROPERTY BY SUBSEQUENT SHALL RECOGNIZE THE SCOPE AND OF THESE LAWS WITH REGARD TO THE TERRESTRIAL-MARINE ZONE REGULATIONS. THE PUBLIC ACCESS TO PROPERTY TRANSFERRED TO OTHER FEDERAL AGENCIES SHALL REMAIN STATUS QUAO.

CERTIFICATION

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

Date: 9/28/08

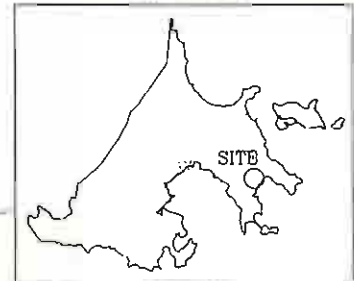
LUIS BERRIOS MONTES

LUIS BERRIOS MONTES



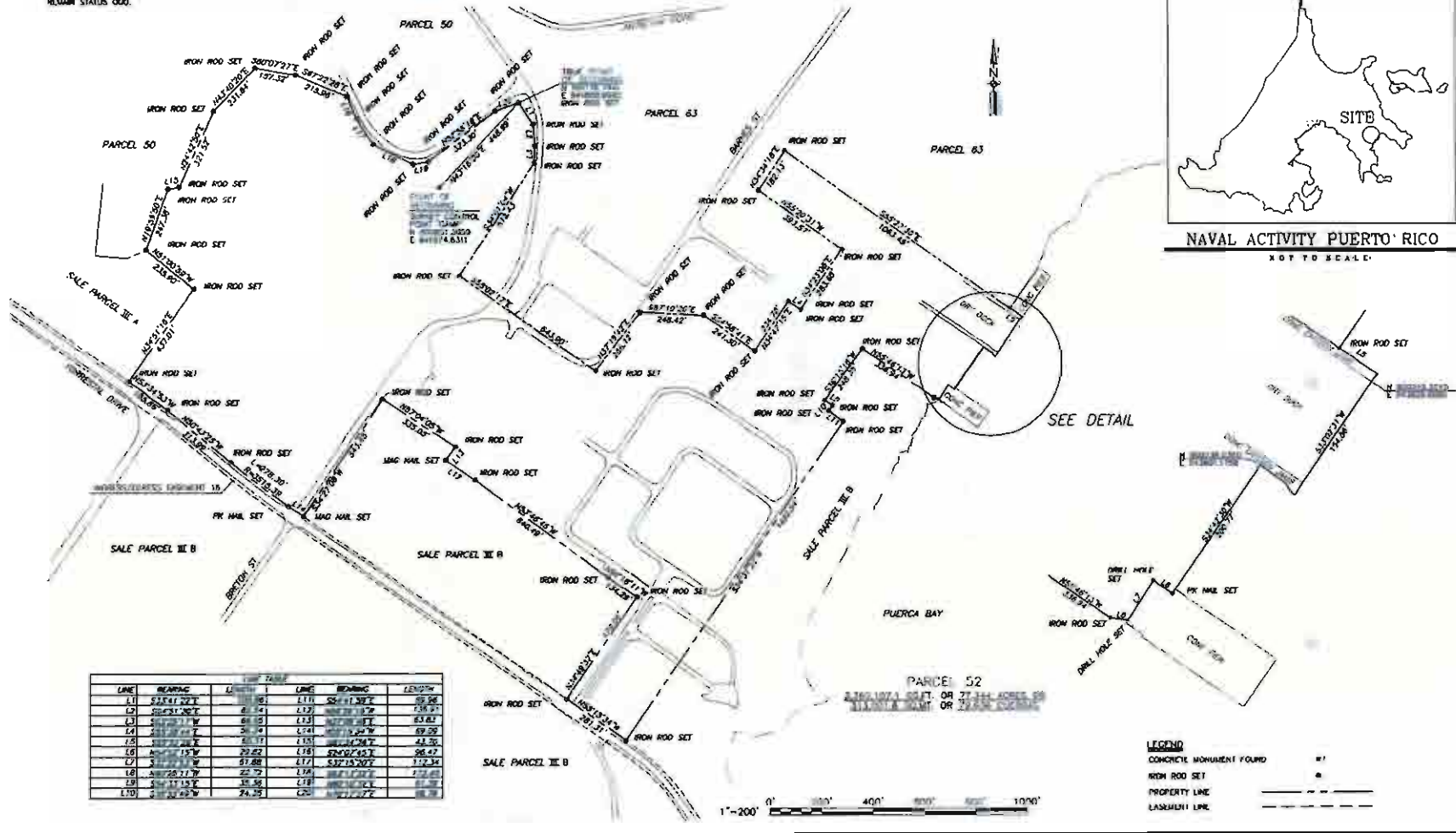
LOCATION MAP

NOT TO SCALE

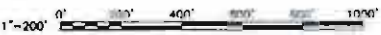


NAVAL ACTIVITY PUERTO RICO

NOT TO SCALE



LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S25°41'22"E	81.25	L11	S2°41'30"W	89.26
L2	S25°41'22"E	61.74	L12	S89°52'17"W	124.77
L3	S89°52'17"W	61.74	L13	S89°52'17"W	63.82
L4	S89°52'17"W	58.41	L14	S25°41'22"E	69.29
L5	S89°52'17"W	61.74	L15	S89°52'17"W	43.70
L6	S89°52'17"W	29.62	L16	S25°41'22"E	26.42
L7	S89°52'17"W	61.74	L17	S32°15'20"E	112.34
L8	S89°52'17"W	22.72	L18	S89°52'17"W	125.63
L9	S89°52'17"W	33.56	L19	S89°52'17"W	61.74
L10	S89°52'17"W	24.25	L20	S25°41'22"E	88.78



LEGEND

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

TRANSYSTEMS CORPORATION
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 San Juan, PR 00906-1111
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ATLANTIC DIVISION
 CESA, PUERTO RICO
 UNITED STATES GOVERNMENT PROPERTY
 FORMER NAVAL STATION ROOSEVELT ROADS
PARCEL 52

DATE: 9/28/08
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: AS NOTED

Exhibit E

Tables

Table 1
Naval Activity Puerto Rico
Sale Parcel III and Science Park FOSL
Facilities List

Facility #	Former User	Name	Area	Unit	Yr Built
38	PWD EED	OLD POWER PLANT	24500	SF	1944
124	PWD	GAS FILLING STATION	294	SF	1955
278	SURFOPS	OIL DRUM STORAGE	17000	-	1949
377	AIROPS (GED)	GRND ELECTRONICS MAINT SHOP	10000	SF	1958
394	AFWTF	TORPEDO SHOP/UNDERGROUND DEP	16160	SF	1958
396	AFWTF	GUARD SHELTER	36	SF	1958
832	AFWTF	MISC STORAGE	750	SF	1962
1720	MWR	PICNIC PAVILLION	64	SF	1972
1724	MWR	YACHT CLUB	1590	SF	1972
1726	MWR	TENNIS COURTS (LIGHTED)	3200	SF	1972
1730	AFWTF	MK-48 TORPEDO SHOP	4000	SF	1969
2015	AFWTF	TORPEDO PAINT SHOP	100	SF	1971
2288	AFWTF	OPER HAZ/FLAMMABLE STORAGE	222	SF	1989
2312	PWD	HAZ WASTE STORAGE BY B#2042	100	SY	1989
2334	MWR	BOATHOUSE/MARINA	8450	SF	1993
2344	MWR	MWR CLUB STGE	9700	SF	1993
2345	MWR	MWR STORAGE BLDG BY 377	9600	SF	1993
2377	MWR	MARINA	-	-	-

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
 AIROPS Air Operations
 EED Environmental Engineering Division
 GED Ground Electronics Division
 HOSP Hospital
 MWR Morale, Welfare and Recreation
 PWD Public Works Department
 SURFOPS Surface Operations

Table 2
Naval Activity Puerto Rico
Safe Parcel III and Science Park FOSL
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
3	3	Base Landfill. This currently active landfill is unlined, and has been used since the early 1960s as a disposal site for solid wastes. To dispose of wastes, a trench is dug to the water table, and then filled with wastes. When the trench is full, it is covered with soil.	3	IM/Closure	IRP Round 1 (1986) and 2 (1987) sampling of the groundwater found metals (arsenic, chromium, lead, and selenium) above cleanup standards. An RFI of soil, surface water and sediments, and groundwater was required by the permit. The Consent Order requires a Semi-Annual Groundwater Monitoring Program as an Interim Measure (IM), and implementation of the Closure Plans for the Station Landfill. Landfill closed and implementation of Closure Plan underway. Landfill Gas Monitoring Work Plan implementation underway. Submit semi-annual reports with 60-days of receiving validated lab data until closure completion notification approved. Old Landfill portions need to be closed by new owner.	GW, Sediment - metals, SVOCs, VOCs	1, 2, 4 and No Disturbance of Landfill Cover	Semi-Annual GW and Landfill Gas Monitoring until Sale.	Close remaining portions of landfill, continue semi-annual GW monitoring, continue landfill gas monitoring.
3	9	Tank 212-217 Sludge Bural Pits SWMU 9 consists of unlined earthen pits in which petroleum sludges were buried after tank cleanings. These burial pits are near fuel tanks 212 through 217, located along Forestal Drive. The tanks were installed in 1940, and were cleaned approximately every five years, until 1978.	3	CMS	IRP Round 1 (1986) groundwater sampling indicated the presence of benzene and toluene at levels above relevant action levels. Sediment samples collected in the mangrove swamps below the tanks detected organic constituents and lead below relevant action levels. The RFI of soils and groundwater required in the permit recommended additional investigation for surface water and sediments. Submitted Final Phase I RFI WP for Area B Tank 214 Area 1/17/07. Completed Phase I RFI field investigation for Area B Tank 214 Area. Draft Phase I RFI Report approved by EPA. Full RFI Work Plan approved and field investigation implemented. Draft-Final Full RFI Report submitted 6/16/11. Implement ERA for this site through Steps 7 and 8.	GW, Subsurface and Surface Soil, Sediment - metals, SVOCs, VOCs	1, 2, 4 and No Disturbance of Adjacent Wetlands	Full RFI, BERA Steps 7/8	CMS/SoB/CMI
3	11	Old Power Plant (Bldg. 38) SWMU 11 is the interior of Building 38, the "Old Power Plant" and includes a former concrete pad where transformers and transformer fluids containing PCBs were stored. The entire building is constructed of concrete approximately two to three feet thick. Both the 1998 VSI and the 1993 follow-up inspection reported extensive staining. There were also indications of transformer fluids being discarded by pouring into subsurface cooling water tunnels associated with the Power Plant, which then empty into Puerca Bay. The exterior of Building 38 is classified as SWMU 45.	3	IM	In accordance with requirements of the Consent Order, an IM has been implemented in the form of engineering controls to restrict access to the interior of the building. A Land Use Control (LUC) plan has been submitted to EPA. Controls must prohibit building access and preclude future use of the site until acceptable clean-up is implemented.	Building Interior - PCBs and ACM	1 and No Access to Building Interior	NA	Maintain LUCs
Science Park	31	Waste Oil Collection Area (Bldgs. 31 and 2022) Located in the Public Works Department storage yard near the Transportation Shop, it consists of a curbed, concrete pad used for temporary outdoor storage of waste oil containers. There is also a 500-gallon tank for waste oil collection. During a 1993 inspection, oil staining surrounded the storage pad. This SWMU is associated with Building 31, where the Navy's 1984 IAS reported that containers of unidentified wastes had been stored outside the building. Solvent odors were reported in the 1984 IAS report. The entire area surrounding this SWMU is now paved with asphalt. Since the 1993 inspection the area has been reconfigured and new facilities have been constructed. The former area not used in the new construction was paved.	3	CMI	The CMS recommended no further action based on the fact that a majority of the area is currently covered with asphalt, which mitigates the exposure pathway for dermal contact with surface soil, and also recommended the remaining small unpaved area within SWMUs 31/32 be covered with asphalt to mitigate a potential exposure pathway. The existing and new pavement would be maintained to protect the integrity of the cap. Land use controls were recommended to prevent the use of this SWMU for residential housing. Approved CMS and CMI Design Package. CMI requires installation and maintenance of asphalt parking lot. Navy is currently negotiating with contractor for installation of new cap.	Soil - dioxin, furans	1, 2	NA	Implement CMI and maintain LUCs for non-residential land use and maintain integrity of asphalt.
Science Park	32	PWD Storage Yard/Battery Collection Area Described in the 1988 RFA as an outdoor area where discarded batteries were stored. However, approximately 100 to 110 55-gallon drums of contaminated jet fuel and soil were observed during the 1993 follow-up investigation. They were stored on wooden pallets resting on bare ground. Along with these drums an area of stained soil was visible. Discarded batteries were noted, and a small, partially open, uncurbed storage building ("paint locker") contained cans. The area has now been cleaned up and is used for the storage of spare parts and for equipment parking.	3	CMI	The CMS recommended no further action based on the fact that a majority of the area is currently covered with asphalt, which mitigates the exposure pathway for dermal contact with surface soil, and also recommended the remaining small unpaved area within SWMUs 31/32 be covered with asphalt to mitigate a potential exposure pathway. The existing and new pavement would be maintained to protect the integrity of the cap. Land use controls were recommended to prevent the use of this SWMU for residential housing. Approved CMS and CMI Design Package. CMI requires installation and maintenance of asphalt parking lot. Navy is currently negotiating with contractor for installation of new cap.	Soil - dioxin, furans	1, 2	NA	Implement CMI and maintain LUCs for non-residential land use and maintain integrity of asphalt.

Table 2
Naval Activity Puerto Rico
Sale Parcel III and Science Park FOSL
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
3	45	PCB Spill Area/Old Power Plant Area outside of Building 38, the Old Power Plant (SWMU 11), where transformer oils containing PCBs were routinely discarded directly onto the ground during transformer maintenance. This area extends from the property around Building 38 and includes the path of the cooling water intake tunnel from the embayment of Puerca Bay. There are also two abandoned 50,000 gallon USTs associated with SWMU 45/SWMU 11.	3	CMS	PCB contamination was found in soil immediately outside of Building 38. An ICM soil removal was performed in 1994. RFI sampling in 1996 indicated the USTs and cooling water tunnel represented a possible source of continuing release. Another ICM was performed to clean and abandon in place the USTs and tunnel. Inflow of groundwater to the tunnel necessitated a field design change which provided for the filling of the USTs and sealing the tunnel with low-density concrete. This approach entombed and effectively immobilized any residual contamination. Draft CMS Final Report due within 60 days of all work under the CMS Work Plan. Final Steps 30/4 BERA approved 8/06. Completed Baseline ERA field investigation. Baseline ERA reviewed by the EPA. Final Steps 6/7 of Baseline ERA approved by EPA on 1/15/09. Draft-Final CMS Report submitted and EPA comments received 7/13/11.	GW, Sediments, Subsurface Soil - metals, PCBs, SVOCs	1, 2, 4	CMS	CAC w/out controls
3	57	POL Drum Storage Area (Facility No. 278) Rectangular concrete pad approximately 100' x 160' in size. Historic records reviews indicate drum storage and staining on concrete pad and surrounding soil, and the facility was used as the Petroleum, Oils and Lubricants (POL) drum storage facility from the 1950s to the 1990s.	3	RFI	PCBs, arsenic, and vanadium were determined to be Chemicals of Potential Concern (COPCs) at this site based on their exceedance of residential RBCs. However, none of the COPCs exceeded industrial RBCs (the likely reuse scenario) in the soil except arsenic. Phase 1 RFI work plan approved by EPA, and investigation completed. EPA comments on Phase I RFI Report on 3/17/11. Draft Full RFI Work Plan is currently being prepared.	Soil - arsenic > Industrial RBC	1, 2, 4	RFI Investigation	Implement RFI and follow on work
3	59	Former Vehicle Maintenance and Refueling Area The site, which includes Buildings 377, 2344, and 2345, was used as a vehicle maintenance and refueling area from the 1940s to the 1980s, and contained drums, vehicle racks, stains, and fuel islands. The final disposition of the suspected USTs is unknown. Interviewees confirmed that numerous spills and leaks of POL and hazardous materials occurred throughout the usage period. Presently, the site is a level area with paving covering the majority of it.	3	CMS	ECP Phase II sampling identified arsenic, chromium, and lead as COPCs in surface soil with detected concentrations in excess of the residential RBCs and base background criteria. No COPCs were identified in subsurface soil. In groundwater, heptachlor epoxide, barium, and vanadium were identified as COPCs because they exceeded residential tap water RBCs. In accordance with the Consent Order, the Navy submitted a CMS Work Plan which was approved by EPA. The CMS investigation was implemented and the Draft CMS Investigation Report submitted to EPA on 7/14/11.	Soil - arsenic, chromium, and lead, GW - heptachlor epoxide, barium, and vanadium	1, 2, 4	CMS Investigation	CMS/SoB/CM/
3	60	Former Landfill at the Marina Located in the immediate area of the base marina. It was used as a landfill from approximately the 1940s to the 1960s, with piles of solid waste and scrap metal. The marina now covers most of the area, except for the portion of the site which consists of a level area described as estuarine intertidal scrub-shrub broad-leaved evergreen.	3	RFI	The primary contaminants detected in sediment, surface soil and subsurface soil samples are consistent with fuel and pesticide contamination. Groundwater does not appear impacted by previous site activities. Phase 1 RFI work plan required. Phase I RFI work plan approved by the EPA. Phase I RFI investigation has been completed and the Final Phase I RFI Report submitted to EPA on 7/22/11.	Soil - metals, Sediments - metals, pesticides, and PAHs	1, 2, 4 and No Disturbance of Adjacent Wetlands	RFI Investigation	Implement RFI and follow on work
3	67	Former Gas Station Located on the east side of Langley Drive north of the tennis courts in a level area covered with secondary growth vegetation. Records reviews identified a small building on the site as a gas station. During site inspections, a concrete pad and building foundation were observed north of the tennis courts within the woods. This building foundation contained an area where suspected previous vehicle maintenance was performed. No UST was identified. There were no signs of stressed vegetation observed during the investigation.	3	RFI	Subsurface soil and groundwater samples were collected and analyzed to characterize the site. The organic compounds detected are typical of those associated with fuel and solvent use. The Consent Order required submittal of a Phase 1 RFI work plan which was subsequently approved by EPA. Phase I RFI investigation has been completed and the Final Phase I RFI Report submitted to EPA on 6/2/11.	GW - vanadium and mercury	1, 2, 4	RFI Investigation	Implement RFI and follow on work

Table 2
Naval Activity Puerto Rico
Sale Parcel III and Science Park FOSL
Solid Waste Management Units and Areas of Concern Summary and Status
Page 3 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
3	70	Disposal Area Northwest of Landfill Located northwest of the current base landfill. It covers a large area of flat land consisting of open areas and areas covered by secondary growth vegetation. The central and southern portions of the site are classified as wetlands. Aerial photography identified a disposal area with disturbed ground, debris, a cleared or graded area, and stressed vegetation with containers discarded in a vegetated area north. During the site inspection and investigation, numerous piles of construction debris were observed but drums or evidence of stains or stressed vegetation were not noted. Interviews confirmed the area as a construction and/or solid waste disposal site, including potential disposal of POL or hazardous materials containers.	3	RFI	Surface soil, groundwater, surface water and co-located sediment samples were collected to characterize the site. Analytes detected are consistent with its use as a former disposal area. The Consent Order required submittal of a Phase I RFI work plan. EPA approved the work plan. Phase I RFI investigation completed in 2009. Full RFI Work Plan prepared and field work initiated on 5/16/11.	Soil - arsenic, chromium, zinc, GW - Indeno(1,2,3-cd)pyrene, vanadium, Sediments -silver, copper, tin	1, 2, 4 and No Disturbance of Adjacent Wetlands	RFI Investigation	Implement RFI and follow on work
Airfield, Ports, 3	74	Fuel Pipelines and Hydrant Pits On the Subject Property, this site consists of specific portions of the JP-5 fuel pipeline, and the aircraft hydrant refueling pits. In 1995, an evaluation of the integrity of specific portions of the base POL system identified a leak at a JP-5 fuel line valve pit between Hangar 200 and the main runway. Interviews indicated that numerous small spills and leaks of jet fuel have occurred at the aircraft hydrant refueling pits since they went into operation in the early 1960s.	3	CMS	ECP Phase III sample locations indicating contaminant releases associated with this SWMU on the Subject Property were Valve Pit 8 and USTs 381, 1084 and 1086. The Navy submitted a CMS Work Plan to complete site characterization and the CMS. The work plan includes additional characterization along the underground fuel lines in the Subject Property. Phase I of the CMS Investigation was conducted in April, May, and June 2008. Report on the findings of Phase I of the CMS Investigation completed in 2010 identified areas needing further study in Phase II of the CMS Investigation. The Phase II Investigation Work Plan was approved 3/24/11, and field work initiated 4/18/11 at Fueling Piers, 4/26/11 at JP-5 H/WDFM Area, 5/16/11 at Airfield Area, and 7/5/11 at SWMU 9 A/B Area. SWMU 9 C Area remains to be investigated.	Soil, GW - fuel related compounds	1, 2, 4	CMS Investigation	CMS/SoB/CMI
Federal	77	Active Small Arms Range Active and historic small arms range and former open burning/open detonation (OB/OD) area located on the peninsula at Punta Medio Mundo. Range locations have periodically moved throughout the peninsula since its first use. Review of historic records and interviews indicate that the SWMU was used for munitions disposal or detonation and as a small arms range.	3	Phase I RFI for three potential OB/OD sites and small arms range closure	This site is still an active small arms range and original reuse called for transfer to the Department of Homeland Security (DHS) for continued operation as a range. However DHS has declined future ownership and the range will be closed by the Navy. EPA has required in the Consent Order that following closure of the small arms range, a Phase I RFI will be performed for the three potential OB/OD sites, as well as closure of the small arms range. Phase I RFI field work was implemented in May 2010, and the Phase I RFI Report was approved by EPA on 4/28/11. The Full RFI Work Plan is currently being developed.	Soil - Metals, nitro-glycenne; subsurface anomalies; additional COPCs to be determined during Full RFI	1, 2, 4	RFI Investigation	Implement RFI and follow on work
3	78	Transformer Storage Pad Located off of Hollandia St. near the intersection of Forrester Dr and Valley Forge Rd. The suspected release is associated with a raised concrete curbed pad that is currently storing approximately 25 (non-PCB) transformers. The concrete pad was not present in aerial photographs of NAPR as late as 1995. The pad has a concrete berm surrounding the perimeter that acts as secondary containment. A valve is installed in the berm to allow the drainage of accumulated rainwater. Standing water, with a slight oily sheen, was observed in the bermed area and on the concrete pad. A small area (approximately 10 feet by 3 feet) of stained soil and stressed vegetation was observed at the discharge of the drainage valve.	NA	RFI	Soil appears to be the media primarily impacted by the release, based on existing information. Constituents associated with transformer dielectric fluid (reported to be mineral oil), including total recoverable petroleum hydrocarbons and PCBs, are likely the potential chemicals of concern. It should be noted that all PCB-contaminated transformers and equipment were removed from NSRR prior to 1996 except for one remaining PCB-containing transformer located in Building 386 (which is not on the Subject Property). The Phase I RFI has been completed, a Full RFI Work Plan approved, and field work for the Full RFI initiated 4/26/11.	Soil - PAHs, TPH-ORO, Metals	1, 2, 4	RFI Investigation	Implement RFI and follow on work
Science Park	AOC F (MNA 124)	Site of 4 former USTs (Bldg 124) One of seven former UST sites and one current AST site that comprise the AOC F monitored natural attenuation (MNA) sites at NAPR. After the removal of the USTs and the subsequent investigations and reports, the sites were recommended for remedial action by MNA with separate protocols for each site, including soil sampling and/or groundwater sampling on a quarterly or annual basis depending upon the site.	3	MNA	Submitted MNA Work Plan to EPA October 9, 2007. EPA contingently approved the MNA Work Plan April 10, 2008. The first round of sampling under the new work plan was conducted in May 2008. The final report was submitted to the EPA November 21, 2008. A revision to the work plan was completed following the first round of sampling and submitted to the EPA in August 2008. The Revised Final II MNA Work Plan was submitted to EPA on 5/16/11. The Year 9, Second Quarter sampling event was completed in August 2011. Long-term quarterly groundwater monitoring is ongoing.	GW - TPH, VOCs	1, 2, 4	MNA monitoring	Continuation of MNA monitoring program in accordance with MNA Work Plan

Table 2
Naval Activity Puerto Rico
Sale Parcel III and Science Park FOSL
Solid Waste Management Units and Areas of Concern Summary and Status
Page 4 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
3	AOC F (MNA 1738)	Site of Four Former USTs (Bldg 1738) One of seven former UST sites and one current aboveground storage tank (AST) site that comprise the AOC F MNA sites at NAPR. After the removal of the USTs and the subsequent investigations and reports, the sites were recommended for remedial action by MNA with separate protocols for each site, including soil sampling and/or groundwater sampling on a quarterly or annual basis depending upon the site.	3	MNA	Submitted MNA Work Plan to EPA October 9, 2007. EPA contingently approved the MNA Work Plan April 10, 2008. The first round of sampling under the new work plan was conducted in May 2008. The final report was submitted to the EPA November 21, 2008. A revision to the work plan was completed following the first round of sampling and submitted to the EPA in August 2008. The Revised Final II MNA Work Plan was submitted to EPA on 5/16/11. The Year 9, Second Quarter sampling event was completed in August 2011. Long-term quarterly groundwater monitoring is ongoing. The Navy received EPA comments on the Draft MTBE Treatability Study Work Plan on 6/10/11.	GW - TPH, VOCs	1, 2, 4	MNA monitoring	Continuation of MNA monitoring program in accordance with MNA Work Plan; implement MTBE treatability study.
3	AOC F (MNA 2842B)	Site of 1 former UST (Bldg 2842) One of seven former UST sites and one current AST site that comprise the AOC F MNA sites at NAPR. After the removal of the USTs and the subsequent investigations and reports, the sites were recommended for remedial action by MNA with separate protocols for each site, including soil sampling and/or groundwater sampling on a quarterly or annual basis depending upon the site.	3	MNA	Submitted MNA Work Plan to EPA October 9, 2007. EPA contingently approved the MNA Work Plan April 10, 2008. The first round of sampling under the new work plan was conducted in May 2008. The final report was submitted to the EPA November 21, 2008. A revision to the work plan was completed following the first round of sampling and submitted to the EPA in August 2008. The Revised Final II MNA Work Plan was submitted to EPA on 5/16/11. The Year 9, Second Quarter sampling event was completed in August 2011. Long-term quarterly groundwater monitoring is ongoing.	GW - TPH, VOCs	1, 2, 4	MNA monitoring	Continuation of MNA monitoring program in accordance with MNA Work Plan
* 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		LUC	Land Use Control					
AST	Aboveground Storage Tank		MCL	Maximum Contaminant Level					
BERA	Baseline Ecological Risk Assessment		MNA	Monitored Natural Attenuation					
CAC	Corrective Action Complete determination		MTBE	Methyl Tertiary Butyl Ether					
CERFA	Community Environmental Response Facilitation Act		NA	Not Applicable					
CMi	Corrective Measures Implementation		OB/OD	Open Burning/Open Detonation					
CMS	Corrective Measures Study		PAH	Polynuclear Aromatic Hydrocarbon					
COC	Chemical of Concern		PCB	Polychlorinated Biphenyl					
COPC	Chemical of Potential Concern		POL	Petroleum, Oils and Lubricants					
DHS	Department of Homeland Security		PWD	Public Works Department					
DRMO	Defense Reutilization Marketing Office		RBC	Risk-Based Concentration					
DRO	Diesel Range Organics		RCRA	Resource Conservation and Recovery Act					
ECP	Environmental Condition of Property		RFI	RCRA Facility Investigation					
EPA	Environmental Protection Agency		SoB	Statement of Basis					
ERA	Ecological Risk Assessment		SVOC	Semi-Volatile Organic Compound					
ICM	Interim Corrective Measure		SWMU	Solid Waste Management Unit					
IM	Interim Measure		TPH	Total Petroleum Hydrocarbons					
JP-5	Jet Propulsion Fuel		UST	Underground Storage Tank					
GRO	Gasoline Range Organics		VOC	Volatile Organic Compound					
GW	Groundwater		VSI	Visual Site Inspection					

Table 3
Naval Activity Puerto Rico
Sale Parcel III and Science Park FOSL
OWS, AST and UST List

Number	Type	Location or User	Capacity	Material Stored	Year Installed	Year Removed
212/213	OWS	Bulk Fuel (DFM) Storage Tanks (within SWMU 9)	-	-	-	-
2345	OWS	Garbage Truck Washrack	-	-	-	-
1090 A	AST	Fuels Division; near marina	2,500	Diesel	-	-
1090 B	AST	MWR, near marina	1,500	Mogas	-	-
1090 C	AST	MWR, near marina	500	Mogas	-	-
124A	UST	Gas Filling Station east of Bldg. 31	2,500	Diesel	1996	NA
124B	UST	Gas Filling Station east of Bldg. 31	6,000	Mogas	1996	NA
124C	UST	Gas Filling Station east of Bldg. 31	6,000	Mogas	1996	NA
212	UST	Behind Fire Station, Bldg. 798 (within SWMU 9)	50,000	Diesel/Empty	1940	NA
213	UST	Behind Fire Station, Bldg. 798 (within SWMU 9)	50,000	Mogas/Empty	1940	NA
214	UST	Behind Fire Station, Bldg. 798 (within SWMU 9)	248,000	Diesel/Empty	1941	NA
215	UST	Behind Fire Station, Bldg. 798 (within SWMU 9)	245,000	Diesel/Empty	1941	NA
216	UST	Behind Telephone Cable Hut, Bldg. 233 (within SWMU 9)	245,000	Diesel/Empty	1941	NA
217	UST	Behind Telephone Cable Hut, Bldg. 233 (within SWMU 9)	247,000	Waste Oil/Empty	1941	NA
38A	Former UST	Building 38, Old Power Plant (SWMUs 11/45)	50,000	Bunker C	-	Closed In Place
38B	Former UST	Building 38, Old Power Plant (SWMUs 11/45)	50,000	Bunker C	-	Closed In Place
-	Former UST	Former Vehicle Maintenance and Refueling Area - Buildings 377, 2344, and 2345 (SWMU 59) - unknown number and disposition	-	-	-	-
124A	Former UST	Bldg 124 (AOC F)	2,000	Mogas	-	1996
124B	Former UST	Bldg 124 (AOC F)	5,000	Mogas	-	1996
124C	Former UST	Bldg 124 (AOC F)	5,000	Mogas	-	1996
124D	Former UST	Bldg 124 (AOC F)	550	Waste Oil	-	1996
1738 A	Former UST	Bldg. 1738 (AOC F)	10,000	Mogas	-	1995
1738 B	Former UST	Bldg. 1738 (AOC F)	550	Waste Oil	-	1995
1738 C	Former UST	Bldg. 1738 (AOC F)	10,000	Mogas	-	1995
1738 D	Former UST	Bldg. 1738 (AOC F)	10,000	Mogas	-	1995
2842B	Former UST	Bldg. 3188, Alfa Company Maintenance Building (AOC F)	5,000	Diesel	-	1997

AOC Area of Concern
 AST Aboveground Storage Tank
 DFM Diesel Fuel Marine
 NA Not Applicable
 MWR Morale, Welfare and Recreation
 OWS Oil-Water Separator
 SWMU Solid Waste Management Unit
 UST Underground Storage Tank
 - Information not available or unknown

Table 4
Naval Activity Puerto Rico
Safe Parcel III and Science Park FOSL
Asbestos-Containing Material Inspection Results

Facility #	Name	ACM Identified	Comments
38	OLD POWER PLANT (SWMU 11)	Unknown	Access Prohibited
124	GAS FILLING STATION	NI	
278	OIL DRUM STORAGE	NI	
377	GRND ELECTRONICS MAINT SHOP	Y	
394	TORPEDO SHOP/UNDERGROUND DEP	N	
396	GUARD SHELTER	N	
832	MISC STORAGE	N	
1720	PICNIC PAVILLION	N	
1724	YACHT CLUB	Y	
1726	TENNIS COURTS(LIGHTED)	NI	
1730	MK-48 TORPEDO SHOP	N	
2015	TORPEDO PAINT SHOP	N	
2288	OPER HAZ/FLAMMABLE STORAGE	N	
2312	HAZ WASTE STGE BY B#2042	NI	
2334	BOATHOUSE/MARINA	N	
2344	MWR CLUB STGE	N	
2345	MWR STGE BUILDING BY 377	N	
2377	MARINA	NI	

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

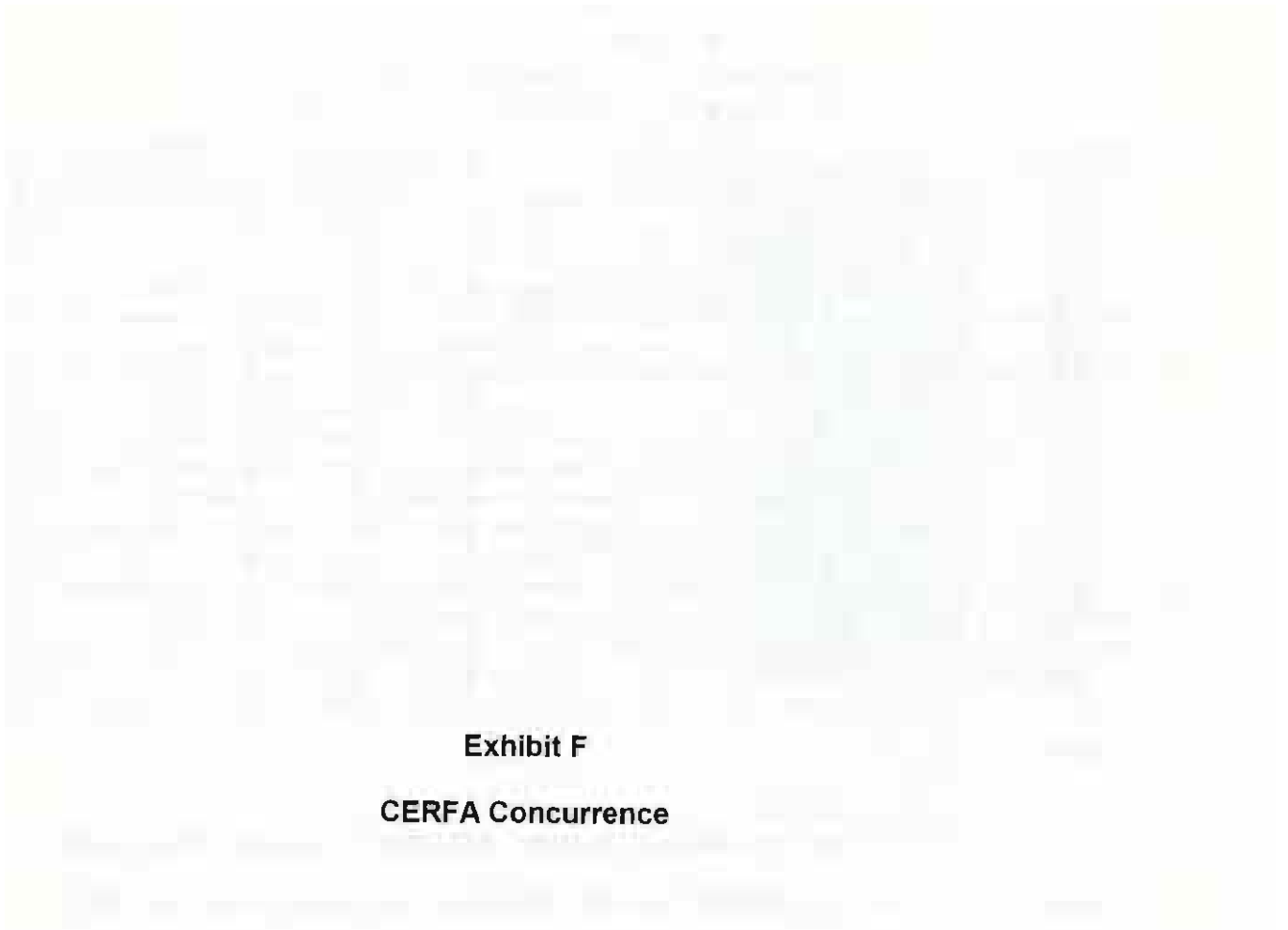


Exhibit F

CERFA Concurrence

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


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

In summary, all NAPR property not otherwise identified as sites belonging to Categories 2 or 3 are classified as "CERFA Clean" (i.e. uncontaminated) as defined in CERFA [§9620 (h)(4)(A)]. The bulk of the NAPR acreage is classified as such. Of the approximately 8,400 acres of NSRR property, about 7,000 acres have been identified as "CERFA Clean" (i.e., Category 1). Figure 1 depicts the results of this classification.

Included in the CERFA Clean classification are a total of 14 SWMUs. Ten of these SWMUs were identified by EPA in the 1994 RCRA Part B permit, and an additional four sites were identified by the ECP. All 14 of these sites were originally identified based on a suspected release or disposal activity, but subsequent investigations determined that no release or disposal activity occurred. EPA has indicated their concurrence with this determination in the draft §7003 Order on Consent by designating each of these sites as having achieved "corrective action complete without controls" designation. The SWMUs and ECP sites designated as CERFA Clean are SWMUs 5, 15, 20, 21, 22, 47, 48, 49, 50, 52, 63 (ECP 9), 64 (ECP 10), 65 (ECP 11), and 66 (ECP 12). These sites are presented in Table 1.

The remaining property has been classified as Category 2 or 3 and as such is not qualified for designation as CERFA Clean.

Submitted

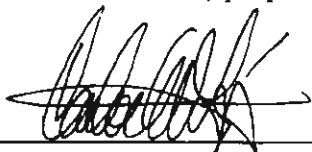


R. DAVID CRISWELL, P. E.
BRAC Environmental Coordinator

4/27/06
Date

Concurrence

Concurrence with CERFA Identification of Uncontaminated Property is indicated by signature below. This concurrence applies only to the identification of "CERFA Clean" (i.e. uncontaminated) property, identified in this document as ECP Category 1.



Carlos Lopez Freytes, President
Environmental Quality Board
Commonwealth of Puerto Rico

8/11/06
Date

Exhibit G

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 AND SCIENCE PARK CARVE-OUT LEASE AREAS 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 Lease, Revision 1, Carve-Outs Within Sale Parcel III and Science Park, 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 Lease.
- (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 Lease, 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.

Lessee (or duly authorized agent)

Date

Exhibit H

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 Lease, Revision 1, Carve-Outs Within Sale Parcel III and Science Park, 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 Lease;
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 Lease, 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.

Lessee (or duly authorized agent)

Date

Exhibit I

Threatened and Endangered Species Conservation Measures

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.



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 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 Habitats

August 18, 2005



1 inch equals 422 Feet



THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 38

Common Name—Federal
Conveyance—Fed
Neighboring Parcel(s)—39

Sea Turtle

GENERAL REQUIREMENTS

- All applicable federal laws (e.g., Endangered Species Act, National Environmental Policy Act, Clean Water Act) remain in effect.
- Consult with the U.S. Fish and Wildlife Service regarding any development plans.
- Pesticide and herbicide applications must follow Commonwealth of Puerto Rico regulations.

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 USFWS has approved 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 Index 38

Common Name: Federal
Conveyance: Fed
Neighboring Parcel(s): 39

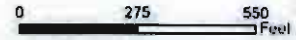
Legend

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

August 18, 2006



1 inch equals 390 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 Index 40

Common Name: Sale
Conveyance: Sale
Neighboring Parcel(s): 28, 31, 33,
39, 41, 43, 44, 48, 50, 52, 55

Legend

- Parcel
- Neighboring Parcel Boundaries
- Sea Turtle Habitat
- Yellow-shouldered Blackbird
- Feeding/Resting Pairs
- Roosting Habitat



August 18, 2006

1 inch equals 1,013 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.

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.



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 Index 43

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

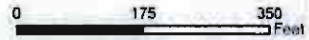
Legend

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

August 18, 2005



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.

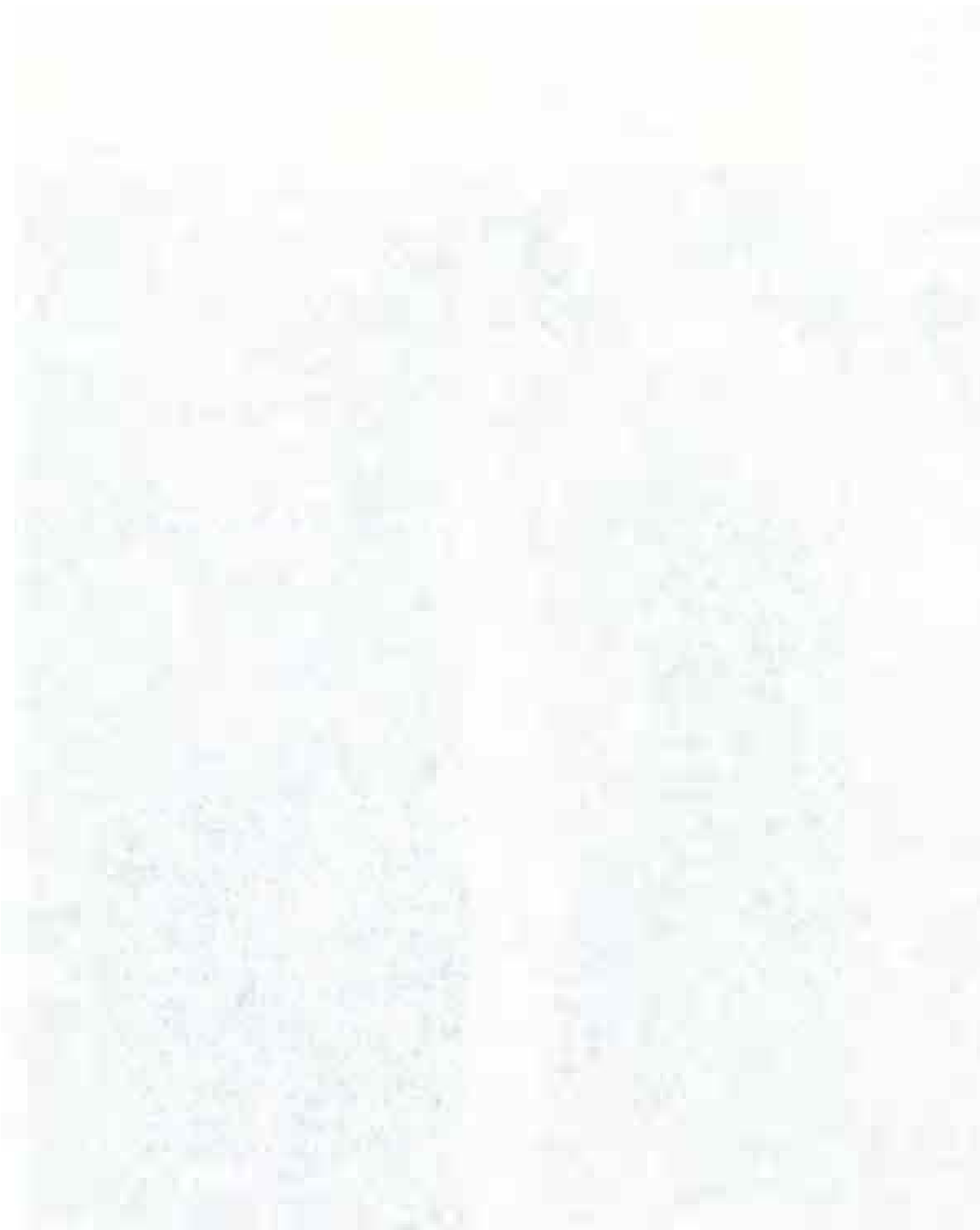
Activity	Conservation Measures
Development Planning	Save as many existing on site palms and trees as possible in new development plans.
New Construction/Clearing	If undeveloped yellow-shouldered blackbird habitat is proposed for clearing consult with USFWS a minimum of one year prior to planned project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



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 Index 45

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

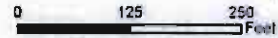
Legend

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

August 18, 2005



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 Index 48

Common Name: Sale

Conveyance: Sale

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

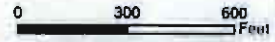
Legend

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

August 18, 2005



1 inch equals 451 Feet



THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 52

Common Name—Science Park

Conveyance—EPC

Neighboring Parcel(s)—40, 48, 50, 51, 53, 55, 59, 63

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.
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 Index 52

Common Name: Science Park
Conveyance: EDC
Neighboring Parcel(s): 40, 48, 50,
51, 53, 55, 59, 63

Legend

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



August 18, 2005

1 inch equals 410 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 Index 54

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

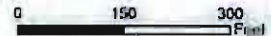
Legend

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



August 18, 2005

1 inch equals 220 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 Index 56

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

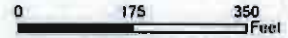
Legend

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

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	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 Index 59

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

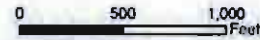
Legend

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

August 18, 2005



1 inch equals 795 Feet



THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 60

**Common Name—Conservation
Conveyance—PBC
Neighboring Parcel(s)—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 (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 Index 60

Common Name: Conservation
Conveyance: PBC
Neighboring Parcel(s): 59

Legend

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

August 18, 2005



1 inch equals 100 Feet

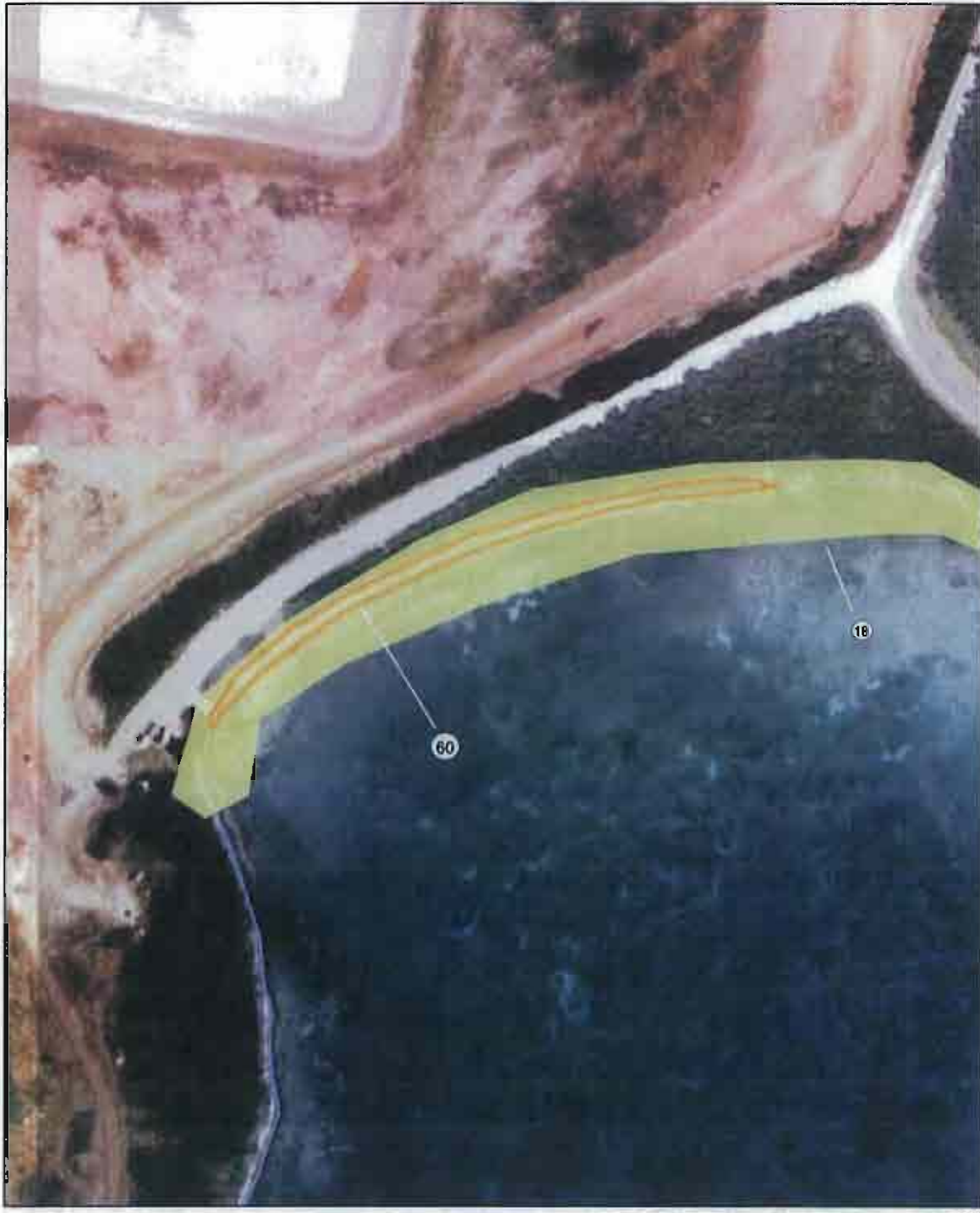
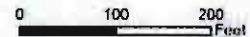




Exhibit J

CERCLA Hazardous Substance Notice and Response Action Summary

Naval Activity Puerto Rico
Sale Parcel III and Science Park FOSL
CERCLA Hazardous Substance Notice/Response Action Summary

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 Hazardous Waste No.	Quantity Stored	Date of Storage	Quantity Released	Date of Release	Response Actions Taken
38	Old Power Plant	See SWMU 11	---	---	---	---	---	---	---	---
832	Torpedo Shop	See AOC A	---	---	---	---	---	---	---	---
		HWAA - see SWMUs 17 & 18	---	---	---	---	---	---	---	---
SWMU 3	Station Landfill	Arsenic	7440382	---	D004	Unknown	1960-1978	Unknown	1960-Present	---
		Beryllium	7440417	Beryllium powder	Not assigned	Unknown	1960-1978	Unknown	1960-Present	---
		Chromium	7440473	---	D007	Unknown	1960-1978	Unknown	1960-Present	---
		Lead	7439921	---	D008	Unknown	1960-1978	Unknown	1960-Present	---
		Selenium	7782492	---	D010	Unknown	1960-1978	Unknown	1960-Present	---
		Mercury	7439976	---	U151, D009	Unknown	1960-1978	Unknown	1960-Present	---
		Radium	---	---	Not assigned	Unknown	1960-1978	Unknown	1960-Present	---
		Asbestos (friable)	1332214	---	Not assigned	Unknown	1962-1972	Unknown	1960-Present	---
		Sulfuric Acid	7664939	---	D002	Unknown	1960-1978	Unknown	1960-Present	---
		Potassium Hydroxide	1310583	---	D002	Unknown	1960-1978	Unknown	1960-Present	---
		Polychlorinated Biphenyls	1336363	Aroclors; PCBs	Not assigned	Unknown	1960-1978	Unknown	1960-Present	---
		Waste solvents, cleaning solutions, POLs	---	---	Not applicable	2,500 gallons/year	1960-1973	2,500 gallons/year thru 1973	1960-Present	---
		Automotive Batteries	---	---	D002/D008	2,300 batteries	1960-1973	2,300 batteries	1960-Present	---
		Pesticides	---	---	Various	Unknown	1960-1978	Unknown	1960-Present	---
		Paint wastes	---	---	Not applicable	Unknown	1960-1978	Unknown	1960-Present	---
		Photographic film and processing wastes	---	---	Not applicable	Unknown	Pre-1978	Unknown	1960-Present	---
SWMU 9	Tank 212-217 Sludge Burial Pits	Lead	7439921	---	D008	Unknown	1940-1978	Unknown	1940-Present	---
		Zinc	7440666	---	Not assigned	Unknown	1940-1978	Unknown	1940-Present	---
		Toluene	108883	Benzene, methyl	F005, U220	Unknown	1940-1978	Unknown	1940-Present	---
		Semi-volatile Organic Compounds	---	---	Various	Unknown	1940-1978	Unknown	1940-Present	---
		Leaded Fuel Sludge	---	---	Unknown	34-53,000 gallons	1940-1978	34-53,000 gallons	1940-Present	---
SWMU 11	PCB Storage Compound	Polychlorinated Biphenyls	1336363	Aroclors; PCBs	Not assigned	< 1,600 gallons	1956-1964	< 1,600 gallons	1956-1964	---
SWMU 31	Waste Oil Collection Area - Buildings 31 and 2022	Waste oil, solvents, degreasers	---	---	Various	Unknown	Unknown	Unknown	Unknown	---
SWMU 32	Battery Collection Area (PWD Storage Yard)	Lead	7439921	---	D008	Unknown	Unknown	Unknown	Unknown	---
		Sulfuric Acid	7664939	---	D002	Unknown	Unknown	Unknown	Unknown	---
SWMU 45	PCB Spill Area	Polychlorinated Biphenyls	1336363	Aroclors; PCBs	---	Unknown	1956-1964	1,600 gallons	1956-1964	Interim Measure - soil excavation in 1994 and backfilling of cooling water tunnel with concrete in 1996.
SWMU 57	Facility No. 278 POL Drum Storage Area	POLs and hazardous materials	---	---	Not applicable	Unknown	1950s-1990s	Unknown	Unknown	---
SWMU 59	Former Vehicle Maintenance and Refueling Area	POLs and hazardous materials	---	---	Not applicable	Unknown	1940s - 1980s	Unknown	1940s - 1980s	---
SWMU 60	Former Landfill at the Marina	Possible hazardous wastes	---	---	Unknown	Unknown	1940s - 1960s	Unknown	1940s - 1960s	---

Naval Activity Puerto Rico
Sale Parcel III and Science Park FOPL
CERCLA Hazardous Substance Notice/Response Action Summary

Bldg or Facility ID	Description	Substance Name	CAS Registry Number	40 CFR 302.4 Regulatory Synonyms	RCRA Hazardous Waste No.	Quantity Stored	Date of Storage	Quantity Released	Date of Release	Response Actions Taken
SWMU 67	Former Gas Station	POLs and hazardous materials	---	---	Not applicable	Unknown	1950s - ?	Unknown	Unknown	---
SWMU 70	Disposal Area Northwest of Landfill	Possible hazardous wastes	---	---	Unknown	Unknown	1976-1983	Unknown	1976-1983	---

Exhibit K

Responses to Regulatory Agency Comments



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 BROADWAY
NEW YORK, NY 10007-1888

SEP 21 2011

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Mark E. Davidson
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 Lease (FOSL), Carve-outs Within Sale Parcel III and
Science Park, Revision 1, dated September 2011

Dear Mr. Davidson:

This letter is addressed to you as the Navy's designated project coordinator pursuant to the January 29, 2007 RCRA Administrative Order on Consent ("the Consent Order") between the United States Environmental Protection Agency (EPA) and the U.S. Navy (the Navy).

EPA Region 2 has completed its review of the above listed document, which revises the April 2009 Final Finding of Suitability to Lease (FOSL), Sale Parcel III-Forrestal. EPA by letter dated March 5, 2009 had commented on the 2009 FOSL. The revised Draft FOSL was submitted to EPA and the Puerto Rico Environmental Quality Board (PREQB) on behalf of the Navy by Mr. Lawson Anderson's (of Tetra Tech NUS Inc.) letter of September 15, 2011.

EPA has the following comments on the revised Draft FOSL:

1) In Section 2.0 (Description of Property), for AOC F, Site of Four Former USTs (USTs 124 A-D; Building 124); please confirm that the approximately 1.2 acre area indicated for this site includes the full extent of the subsurface contaminant plumes as well as the well locations being monitored under the approved MNA Work Plan. Also, please confirm the same regarding the "Land Use Control Area" shown for this site on Figure 41 of Exhibit C (SWMU and AOC Carve Out Maps).

2) In Section 4.0 (Environmental findings), Subsection B (Petroleum contamination): after the last paragraph, EPA requests that the Navy add a statement noting that because MTBE has been found in the groundwater at Site 1738, in addition to the approved MNA plan, as requested by

EPA, the Navy is currently developing a separate remediation plan for the MTBE contamination present at site 1738. (Note - Even though Subsection B is in regards to Petroleum contamination, the constituent MTBE is typically an additive to petroleum fuels, and thus the MTBE contamination at site 1738 is most likely related to releases of petroleum fuels).

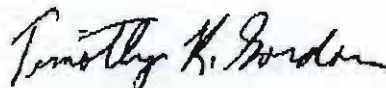
3) In Section 4.0 (Environmental findings), Subsection D (Other Environmental Aspects), in the last sentence of the first paragraph of Subsection 1 (Munitions and Explosives of Concern), please modify the last sentence to read "...an RFI is currently being performed for three potential OB/OD sites, **several potential munitions burial trenches, and the small arms and rifle ranges.**" (Note - the text shown in bold is the recommended new text to be added to the sentence.)

4) Exhibit B (Vicinity Maps), the figure labeled Sale Parcel III, does not include the "Land Use Control Area" for SWMU 45 in the green areas indicated to be Sale Parcel III Lease Areas. Please correct this figure.

5) Exhibit C (SWMU and AOC Carve Out Maps): Please clarify whether on Figure 9 (SWMU 11 Controlled Land Use), the "Land Use Control Area" shown includes the entire area/foot-print of Building 38 (the former Power Plant), as there appears to be some discrepancy in Figure 9 between the "Land Use Control Area" and the foot-print on the building's northeast side.

Please revise the Draft FOSL to address the above comments, and submit two hard copies and two CDs of the Final FOSL to EPA NY and one hard copy and 1 CD to Mr. Carl A. Soderberg of EPA's Puerto Rico office. If you have any questions, please telephone me at (212) 637- 4167.

Sincerely yours,



Timothy R. Gordon
Project Coordinator
Corrective Action and Special Projects Section
RCRA Programs Branch

cc: Ms. Wilmarie Rivera, P.R. Environmental Quality Board
Mr. Lawson Anderson, Tetra Tech NUS Inc.
Mr. David Criswell, U.S. Navy, BRAC PMO
Mr. Felix Lopez, USF&WS



COMMONWEALTH OF PUERTO RICO
Office of the Governor
Environmental Quality Board



ENVIRONMENTAL EMERGENCIES RESPONSE AREA

September 20, 2011

Mr. Mark E. Davidson
U.S. Navy
BRAC PMO SE
4130Faber Place Driver, Suite 202
North Charleston, SC 29405

RE: Technical Review of the Draft Finding of Suitability to Lease (FOSL), Carve-Outs within the Sale Parcel III and Science Park, Revision 1, Naval Activity Puerto Rico, Ceiba, Puerto Rico (NAPR)

Dear Mr. Davison:

The Puerto Rico Environmental Quality Board (PREQB) has completed its review of the Draft Finding of Suitability to Lease (FOSL), Carve-Outs within Sale Parcel III and Science Park, Revision 1, Naval Activity Puerto Rico, Ceiba, Puerto Rico, dated September 2011. Our comments are provided in the attachment.

If you have any additional questions or comments, please contact me at (787) 767-8181, extension 6129

Cordially,

Wilmarie Rivera
Federal Facilities Coordinator
Environmental Emergencies Response Area

cc: Gloria M. Toro Agrait, EQB Hazardous Waste Permits Division

**Review Draft Finding of Suitability to Transfer, Revision 1
Carve-Outs within Sale Parcel III and Science Park
Naval Activity Puerto Rico, Ceiba
EPA ID No. PR2170027203**

General Comments:

1. The document should made clear distinction between land use control (LUC) to be placed as part of the lease deed. It is EQB understanding that there are LUCs that should be placed during the corrective action process to avoid disturbances to the 14 carve-out sites. The previously mentioned LUCs are different from the ones that are placed when a Corrective Action with Controls is achieved at some sites. The last one is the one accepted when the maximum achievable clean-up is reach.

Specific Comments:

1. Page 1, Section 1.0, Second Paragraph, Third Sentence: Please include the Order on Consent reference number.
2. Page 6, Section 4.0A: There are 13 SWMUs listed inside parenthesis and the paragraph stated that the subject property includes 14 RCRA SWMUs. It should be revised since there are 13 SWMUs and 1 AOC (grouping several sites). Or include AOC F at this section.
3. Page 7, Section 4.0B, Third Paragraph: Please include the MtBE Investigation being carried at AOC F Site 1738.
4. Page 9, Section 4.0D.4, Last Paragraph: The document state that due to the age of the majority of facilities and size of the former Naval Station, it is possible that PCB-Contaminated fluorescent lights ballast and other minor PCBs sources may be present...". As presented for the ACM and the Lead-Based Paint, what would be the step forward regarding PCBs once the Subject Property be leased.
5. Page 11, Section 5.0B, Last Sentence: Please revise the reference to Exhibit I to Exhibit J.

**Navy Responses to U.S. Environmental Protection Agency (EPA) Region 2
and Puerto Rico Environmental Quality Board (EQB) Comments**

EPA Comments

EPA has the following comments on the revised Draft FOSL:

- 1) in Section 2.0 (Description of Property), for AOC F, Site of Four Former USTs (USTs 124 A-D; Building 124); please confirm that the approximately 1.2 acre area indicated for this site includes the full extent of the subsurface contaminant plumes as well as the well locations being monitored under the approved MNA Work Plan. Also, please confirm the same regarding the “Land Use Control Area” shown for this site on Figure 41 of Exhibit C (SWMU and AOC Carve Out Maps).

Response: The 1.2-acre area of the site includes the full extent of the contaminant plumes as well as the monitoring well locations, as does Figure 41 in Exhibit C.

- 2) in Section 4.0 (Environmental findings), Subsection B (Petroleum contamination): after the last paragraph, EPA requests that the Navy add a statement noting that because MTBE has been found in the groundwater at Site 1738, in addition to the approved MNA plan, as requested by EPA, the Navy is currently developing a separate remediation plan for the MTBE contamination present at site 1738. (Note - Even though Subsection B is in regards to Petroleum contamination, the constituent MTBE is typically an additive to petroleum fuels, and thus the MTBE contamination at site 1738 is most likely related to releases of petroleum fuels).

Response: The suggested edit has been made. The end of the last paragraph of Section 4.0, Subsection B now reads, “Long-term quarterly groundwater monitoring is ongoing, and the Year 9, Second Quarter sampling event was completed in August 2011. Because MTBE has been found in the groundwater at AOC F - Site 1738, a separate remediation plan for the MTBE contamination is currently under development.”

- 3) In Section 4.0 (Environmental findings), Subsection D (Other Environmental Aspects), in the last sentence of the first paragraph of Subsection I (Munitions and Explosives of Concern), please modify the last sentence to read “...an RFI is currently being performed for three potential OB/OD sites, **several potential munitions burial trenches**, and the small arms **and rifle ranges**.” (Note - the text shown in bold is the recommended new text to be added to the sentence.)

Response: The text has been modified as requested.

- 4) Exhibit B (Vicinity Maps), the figure labeled Sale Parcel III, does not include the “Land Use Control Area” for SWMU 45 in the green areas indicated to be Sale Parcel III Lease Areas. Please correct this figure.

Response: The figure has been corrected as requested.

**Navy Responses to U.S. Environmental Protection Agency (EPA) Region 2
and Puerto Rico Environmental Quality Board (EQB) Comments**

- 5) Exhibit C (SWMU and AOC Carve Out Maps): Please clarify whether on Figure 9 (SWMU 11 Controlled Land Use), the “Land Use Control Area” shown includes the entire area/foot-print of Building 38 (the former Power Plant), as there appears to be some discrepancy in Figure 9 between the “Land Use Control Area” and the foot-print on the building’s northeast side.

Response: Figure 9 in Exhibit C has been revised so that the “Land Use Control Area” now includes the entire area/foot-print of Building 38.

EQB Comments

General Comments:

1. The document should made clear distinction between land use control (LUC) to be placed as part of the lease deed. It is EQB understanding that there are LUCs that should be placed during the corrective action process to avoid disturbances to the 14 carve-out sites. The previously mentioned LUCs are different from the ones that are placed when a Corrective Action with Controls is achieved at some sites. The last one is the one accepted when the maximum achievable clean-up is reach.

Response: The first sentence of Section 5.0, Subsection D (Land and Groundwater Restrictions) has been modified to state, “To prevent unacceptable risks to human health and the environment during the lease period...”, and the following sentence has been added to the end of the last paragraph of this subsection, “Any land use controls required after the completion of all necessary remedial actions will be outlined in the FOSTs and transfer deeds for the carve-out areas. EPA and EQB will be afforded the opportunity to review these documents prior to execution.”

Specific Comments:

1. Page 1, Section 1.0, Second Paragraph, Third Sentence: Please include the Order on Consent reference number.

Response: EPA Docket No. RCRA-02-2007-7301 has been added as requested.

2. Page 6, Section 4.0A: There are 13 SWMUs listed inside parenthesis and the paragraph stated that the subject property includes 14 RCRA SWMUs. It should be revised since there are 13 SWMUs and 1 AOC (grouping several sites). Or include AOC F at this section.

Response: SWMUs 11/45 have been separated in the list in parentheses so the total number of separate SWMUs equals 14 (SWMUs 3, 9, 11, 31, 32, 45, 57, 59, 60, 67, 70, 74, 77 and 78).

**Navy Responses to U.S. Environmental Protection Agency (EPA) Region 2
and Puerto Rico Environmental Quality Board (EQB) Comments**

3. Page 7, Section 4.0B, Third Paragraph: Please include the MtBE Investigation being carried at AOC F Site 1738.

Response: The suggested edit has been made. The end of the last paragraph of Section 4.0B now reads, "Long-term quarterly groundwater monitoring is ongoing, and the Year 9, Second Quarter sampling event was completed in August 2011. Because MTBE has been found in the groundwater at AOC F - Site 1738, a separate remediation plan for the MTBE contamination is currently under development."

4. Page 9, Section 4.0D.4, Last Paragraph: The document state that due to the age of the majority of facilities and size of the former Naval Station, it is possible that PCB Contaminated fluorescent lights ballast and other minor PCBs sources may be present...". As presented for the ACM and the Lead-Based Paint, what would be the step forward regarding PCBs once the Subject Property be leased.

Response: The following notification will be included in the lease,

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

5. Page 11, Section 5.0B, Last Sentence: Please revise the reference to Exhibit I to Exhibit J.

Response: The reference has been corrected as requested.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

MAR 05 2009

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,

Draft Finding of Suitability to Lease (FOSL) Carve-Outs within Sale Parcel III

Dear Mr. Criswell:

The United States Environmental Protection Agency (EPA) Region 2 has received the Draft Finding of Suitability to Lease (FOSL) Carve-Outs within Sale Parcel III, transmitted to Mr. Timothy Gordon of EPA and to Ms. Wilmarie Rivera of the Puerto Rico Environmental Quality Board (PREQB), with your letter of February 25, 2009.

The FOSL covers approximately 382 acres in numerous non-contiguous areas carved out of the 963 acre Sale Parcel III, located in the developed waterfront area along the northeastern side of Ensenada Honda and on a peninsula on the southern side of Bahía de Puerca. The carve-out areas contain 12 Solid Waste Management Units (SWMUs) and portions of one Areas of Concern (AOC) which have corrective action work remaining to be completed under the January 2007 RCRA Administrative Order on Consent (the Consent Order).

EPA Region 2 has two comments on the Draft FOSL:

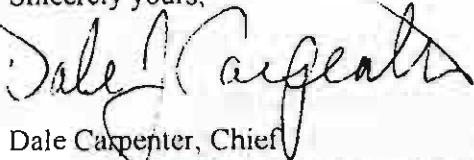
- 1) A statement should be added to Section 1.0 (Purpose) indicating that until a corrective action complete determination has been approved by EPA for the SWMUs and AOCs located within the carved-out areas, the Navy will continue to be responsible for completion of any remaining corrective and/or remedial actions required for those SWMUs and AOCs, pursuant to the 2007 RCRA Consent Order.

- 2) A statement should be added to Section 5.0.D (Land and Groundwater Restrictions) indicating that upon completion of required corrective and/or remedial actions for any of the SWMUs and AOCs located within the carved-out areas, if a corrective action complete *with controls* determination is proposed by the Navy and approved by EPA, the Navy and/or the acquiring party of the Subject Property where the SWMUs and/or AOC are located will be responsible for maintaining all land use controls and/or other controls upon which that corrective action complete *with controls* determination was based.

In addition, as discussed previously in EPA's letter of January 6, 2009, if the U.S. Department of Homeland Security (DHS) is not going to acquire the SWMU 77 site, 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, would no longer be applicable. Therefore, as previously indicated in EPA's January 6, 2009 letter, the Navy should submit a draft Phase I RFI work plan for SWMU 77 within 90 calendar days of its receipt of the January 2009 letter.

Once the FOSL has been revised and finalized, please submit two copies to my office. If you have any questions, 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: Mr. Jaime Gonzalez, Puerto Rico Land Reuse Authority
Ms. Wilmarie Rivera, P.R. Environmental Quality Board.
Mr. Mark Kimes, Baker Environmental



COMMONWEALTH OF PUERTO RICO
Office of the Governor
Environmental Quality Board

Environmental Emergencies Response Area

March 25, 2009

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

**Re: Draft Finding of Suitability to Lease (FOSL) Carve-Outs within Sale Parcel III
Forrestal, Naval Activity Puerto Rico, Ceiba, Puerto Rico
PR2170027203**

Dear Mr. Criswell:

The Puerto Rico Environmental Quality Board (PREQB) has completed its review of the Draft Finding of Suitability to Lease (FOSL) Carve-Outs within Sale Parcel III – Forrestal, Naval Activity Puerto Rico, dated February 2009. PREQB has the following comments on the Draft FOSL:

- Page 9, fourth point documented that polychlorinated biphenyls (PCB) are key contaminants at SWMU 11, 45, and 78. The statement is inconclusive regarding the steps to remove or control PCBs contamination.
- Section 5.0 D Land and Groundwater Restrictions should include Institutional Controls to avoid access to the site, in addition to the land use control clauses. It is a recommended practice to install fences and visible signs to dissuade trespassers.
- A groundwater well survey of Parcel III (including all groundwater restrictions) should be submitted to the Department of Environmental and Natural Resources (DENR). DENR is the leading Agency regarding groundwater wells and water franchises and they should be aware of any groundwater restrictions during the corrective action activities and after considering the carved-out sites as corrective

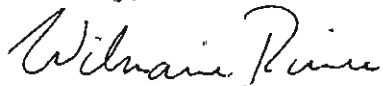
Mr. David Criswell
March 25, 2009
Page 2

action completed with or without controls. The information should be updated periodically, since the groundwater conditions on the SWMUs could impact future uses, specially considering the up-coming development of the property.

The contact person at DENR is Mr. Nelson Velázquez, Director of the Water Franchises, P.O. Box 9066600, San Juan, PR 00906-6600. A copy of this survey should be submitted to EPA and EQB.

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, EPA
Gloria Toro, EQB

**FINDING OF SUITABILITY TO LEASE
CARVE-OUTS WITHIN SALE PARCEL III - FORRESTAL
NAVAL ACTIVITY PUERTO RICO**

**Navy Responses to U.S. Environmental Protection Agency (EPA) Region 2
and Puerto Rico Environmental Quality Board (EQB) Comments**

EPA Comment 1 of 2

A statement should be added to Section 1.0 (Purpose) indicating that until a corrective action complete determination has been approved by EPA for the SWMUs and AOCs located within the carved-out areas, the Navy will continue to be responsible for completion of any remaining corrective action and/or remedial actions required for those SWMUs and AOCs, pursuant to the 2007 RCRA Consent Order.

Navy Response

The following text has been added to the second paragraph of Section 1.0:

Until a Corrective Action Complete determination has been approved by EPA for the SWMUs and AOCs located within the carve-out areas, the Navy will continue to be responsible for completion of any remaining corrective and/or remedial actions required for those SWMUs and AOCs, pursuant to the Consent Order.

EPA Comment 2 of 2

A statement should be added to Section 5.0.D (Land and Groundwater Restrictions) indicating that upon completion of required corrective and/or remedial actions for any of the SWMUs and AOCs located within the carved-out areas, if a corrective action complete *with controls* determination is proposed by the Navy and approved by EPA, the Navy and/or the acquiring party of the Subject Property where the SWMUs and/or AOCs are located will be responsible for maintaining all land use controls and/or other controls upon which that corrective action complete *with controls* determination was based.

Navy Response

The following text has been added to the end of Section 5.0.D:

Upon completion of required corrective and/or remedial actions for any of the SWMUs and AOCs located within the carve-out areas, if a Corrective Action Complete With Controls determination is proposed by the Navy and approved by EPA, the Navy and/or the acquiring party of the Subject Property where the SWMUs and/or AOCs are located will be responsible for maintaining all land use controls and/or other controls upon which that Corrective Action Complete With Controls determination was based.

EQB Comment 1 of 3

Page 9, fourth point documented that polychlorinated biphenyls (PCB) are key contaminants at SWMU 11, 45, and 78. The statement is inconclusive regarding the steps to remove or control PCBs contamination.

Navy Response

The following text has been added to the PCB discussion:

Remediation of PCB-contamination at SWMUs 45 and 78 is ongoing under the RCRA corrective action program. Although the final disposition of the PCB contamination at SWMU 11 has not yet been determined, interim measures requiring site access restriction are being implemented under the RCRA Consent Order.

EQB Comment 2 of 3

Section 5.0 D Land and Groundwater Restrictions should include Institutional Controls to avoid access to the site, in addition to the land use control clauses. It is recommended practice to install fences and visible signs to dissuade trespassers.

Navy Response

The Navy will remain in the area for several years completing environmental cleanup work, and will work with future property owners to provide levels of protection against land use control violations including inspections, education, and coordination with property owners and regulators. Furthermore, the Navy will review each individual site to determine what protections (e.g., fences and signage) are necessary for implementation of land use controls based on contaminant concentrations and proximity to receptors.

EQB Comment 3 of 3

A groundwater well survey of Parcel III (including all groundwater restrictions) should be submitted to the Department of Environmental and Natural Resources (DENR). DENR is the leading Agency regarding groundwater wells and water franchises and they should be aware of any groundwater restrictions during the corrective action activities and after considering the carved-out sites as corrective action complete with or without controls. The information should be updated periodically, since the groundwater conditions on the SWMUs could impact future uses, especially considering the up-coming development of the property.

The contact person at DENR is Mr. Nelson Velázquez, Director of the Water Franchises, P.O. Box 9066600, San Juan, PR 00906-6600. A copy of this survey should be submitted to EPA and EQB.

Navy Response

The Navy will coordinate with EQB and DENR to determine the appropriate contents of a groundwater well survey. Also, the Navy will send a final copy of the report "Annual Land Use Control (LUC) Status Report - January 2009" to DENR and will provide copies of annual reports to DENR in the future.

FINDING OF SUITABILITY TO LEASE
CARVE-OUTS WITHIN THE
WATER AND WASTEWATER TREATMENT PLANT PARCELS CONVEYANCE

NAVAL ACTIVITY PUERTO RICO
CEIBA, PUERTO RICO



Prepared by:

Department of the Navy
Base Realignment and Closure
Program Management Office Southeast
4130 Faber Place Drive, Suite 202
North Charleston, South Carolina 29405

April 2011

**FINDING OF SUITABILITY TO LEASE
CARVE-OUTS WITHIN THE
WATER AND WASTEWATER TREATMENT PLANT PARCELS CONVEYANCE
NAVAL ACTIVITY PUERTO RICO**

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**FINDING OF SUITABILITY TO LEASE
CARVE-OUTS WITHIN THE
WATER AND WASTEWATER TREATMENT PLANT PARCELS CONVEYANCE
NAVAL ACTIVITY PUERTO RICO**

1.0 PURPOSE

This Finding of Suitability to Lease (FOSL) 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 the Carve-outs Within Water and Wastewater Treatment Plant Parcels at Naval Activity Puerto Rico (NAPR), Ceiba, Puerto Rico are environmentally suitable for lease. This decision is based primarily on my review of information contained in the documents listed in Exhibit A (References). Factors leading to this decision and other pertinent information related to property lease 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. As shown on the Vicinity Map (Exhibit B), the Water and Wastewater Treatment Plant Parcels conveyance is comprised of four non-contiguous areas on the installation upon which one water treatment plant (WTP) and three wastewater treatment plants (WWTPs) are located. The "carve-outs" within these parcels are the sludge drying beds at each of the three WWTPs. There are no carve-outs within the WTP parcel.

The carve-out areas were removed from the Water and Wastewater Treatment Plant Parcels conveyance because they are Resource Conservation and Recovery Act (RCRA) Solid Waste Management Units (SWMUs) with work remaining to be completed under the Administrative Order on Consent (Consent Order; EPA, 2007) that sets out the Navy's corrective action obligations under RCRA. Until a Corrective Action Complete determination has been approved for these SWMUs by U.S. Environmental Protection Agency (USEPA) Region 2, the Navy will continue to be responsible for completion of any remaining corrective and/or remedial actions required for the SWMUs, pursuant to the Consent Order. Furthermore, the SWMUs cannot be included in the Water and Wastewater Treatment Plant Parcels conveyance 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 will execute a lease in furtherance of conveyance with the

**FINDING OF SUITABILITY TO LEASE
CARVE-OUTS WITHIN THE
WATER AND WASTEWATER TREATMENT PLANT PARCELS CONVEYANCE
NAVAL ACTIVITY PUERTO RICO**

Commonwealth of Puerto Rico for these carve-out areas. Upon successful completion of all necessary remedial actions by the Navy, the leased property will be transferred to the Commonwealth. At the time of the transfer of each carve-out, the Navy will issue a Finding of Suitability to Transfer (FOST) for the carve-out(s) to be conveyed. Any land use controls required after the completion of all necessary remedial actions will be outlined in the FOST for that carve-out(s) and included in the transfer deed.

Parcels 4 (Bundy WWTP), 6 (Capehart WWTP), and 57 (Forrestal WWTP) and the areas impacted by the sludge drying beds within those parcels (SWMUs 28, 27 and 29, respectively) are shown on the aerial photographs in Exhibit C. The combined acreage of the three carved-out drying beds (Subject Property) is approximately 4.25 acres.

The Bundy WWTP has a treatment capacity of 0.655 mgd. It receives sewage primarily from the Bundy housing area, officer quarters, enlisted personnel barracks, and military messes. The area impacted by the Bundy WWTP sludge drying beds has an area of approximately 1.17 acres.

The Capehart WWTP has a treatment capacity of 1.13 mgd. It receives sewage from the Capehart housing area and several other facilities including an elementary school, a high school, a television studio, and the Station Communication Center. The area impacted by the Capehart WWTP sludge drying beds has an area of approximately 0.38 acres.

The Forrestal WWTP has a treatment capacity of 1.01 mgd. It received the majority of the industrial wastewater generated at NSRR as well as domestic wastewater from enlisted personnel barracks and officer quarters. Only minimal discharges of industrial wastewater were received at the NSRR WWTPs. The industrial wastewater generated at NSRR was a combination of effluent from facilities such as the airfield and its support facilities, a 600-bed hospital, a veterinary clinic, vehicle maintenance garages, auto hobby shops, the Public Works Department, numerous storage facilities, three ship piers, weapons facilities, two pesticide control facilities, two schools and a marina. The area impacted by the Forrestal WWTP sludge drying beds has an area of approximately 2.7 acres.

Sludge from the WWTP digesters is sent to the drying beds then to the base landfill after it is dried. However, the last time sludge was sent to the landfill was 2003-2004 due to low influent volume and loading at all three WWTPs since base closure. Detailed descriptions of the treatment equipment and processes utilized at each treatment plant are provided in the *Phase III*

**FINDING OF SUITABILITY TO LEASE
CARVE-OUTS WITHIN THE
WATER AND WASTEWATER TREATMENT PLANT PARCELS CONVEYANCE
NAVAL ACTIVITY PUERTO RICO**

Environmental Condition of Property Report, Former Naval Station Roosevelt Roads, Ceiba, Puerto Rico (the ECP Report; Navy, 2005). There are no other facilities, structures or improvements on the Subject Property other than the sludge drying beds.

3.0 PAST USE AND PROPOSED REUSE

The Forrestal WWTP was constructed in 1963, the Bundy WWTP in 1969, and the Capehart WWTP in 1970. These parcels were undeveloped prior to construction of the treatment plants. 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 prior to acquisition by the Navy in the 1940s. 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 have ceased other than operation and maintenance of the utility systems, which have little potential for environmental contamination.

The proposed reuse is continued use as sludge drying beds for the WWTPs. The Subject Property will be leased in furtherance of conveyance to the Commonwealth of Puerto Rico (CBRE et al, 2004). The Lessee will be allowed use of the property subject to the land and groundwater use restrictions described in Section 5.C. of this FOSL. The lease will contain these land use controls as well as requirements for Navy approval of any alterations to the property or uses of the property that result in a change in land use.

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 prepared by NAVFAC Atlantic. The following summarizes the findings as they relate to the Subject Property.

A. Hazardous Substance Contamination

There are three SWMUs on the Subject Property that have work remaining to be completed under the Consent Order that sets out the Navy's corrective action obligations under RCRA -

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SWMUs 27, 28, and 29 (sludge drying beds for the Capehart, Bundy and Forrestal WWTPs, respectively). The full RFI reports for these three SWMUs have been approved by USEPA. Additional investigation will be performed during the Corrective Measures Study for each SWMU to further delineate contamination and evaluate risk to ecological receptors at SWMU 27 from zinc, mercury and chromium in soil, to human and ecological receptors at SWMU 28 from PCBs and metals in soil, and to ecological receptors at SWMU 29 from barium, copper, zinc and mercury in soil (Baker, 2008a through 2008c).

Detailed descriptions of the Subject Property SWMUs are provided in the ECP and RFI reports, while summary descriptions and their current status are provided in Table 1 (Exhibit D).

B. Petroleum Contamination

The ECP Report did not identify any current or former aboveground or underground storage tanks or oil/water separators associated with the Subject Property at the time of the ECP inspection in March 2005.

There are no known petroleum spills or releases associated with the Subject Property.

C. Other Environmental Aspects

1. Munitions and Explosives of Concern

According to the ECP Report, there are no small arms ranges, 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

None of the WWTP sludge drying beds were included in past asbestos inspections at NAPR as there are no buildings associated with them (Baker, 2005).

It is likely that undiscovered ACM associated with underground utilities and miscellaneous building materials exists at NAPR. While this potential ACM does not currently pose a hazard to site users, future demolition and/or subsurface work performed by the lessee could result in friable, accessible and damaged ACM hazards. Thus, the lessee will be required to use best management practices during any future

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renovation/demolition activities or underground utility work, and to comply with all applicable laws relating to ACM management in order to ensure future protection of human health and the environment. An ACM Hazard Disclosure and Acknowledgment Form (Exhibit E) will be provided to the Lessee for execution at the time of lease.

3. Lead-Based Paint

The WWTP sludge drying beds do not include painted surfaces and do not have buildings associated with them. Therefore, they are not expected to contain lead-based paint.

4. Polychlorinated Biphenyls

With the exception of SWMU 28 (Bundy WWTP Sludge Drying Beds), there are no records of PCBs having been stored, released or disposed of on the Subject Property. Aroclor 1260, a PCB, was detected in four of nine surface soil samples collected at SWMU 28. One of the four detections (510 ug/kg) exceeded the USEPA Region 9 Residential Soil Preliminary Remediation Goal (PRG) of 220 ug/kg, but not the Industrial Soil PRG of 740 ug/kg. The PCB detections are being further investigated as part of the ongoing SWMU 28 Corrective Measures Study.

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 USEPA residential indoor radon screening action level of 4 pCi/L. The majority of the reservations, including NAPR, are situated on coastal plains, so the low indoor radon levels were not unexpected.

There are no buildings or enclosed structures on the Subject Property. Therefore, radon is not a concern so long as site conditions and land use remain unchanged.

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6. Threatened and Endangered Species

Breeding habitat and nesting/foraging palms for the endangered yellow-shouldered blackbird have not been identified on the Subject Property (GMI, 2005).

5.0 REQUIREMENTS APPLICABLE TO PROPERTY LEASE

A. Hazardous Substance Notice

Based on a review of records as cited in Exhibit A, CERCLA hazardous substances are not known to have been used, stored or released on the Subject Property in quantities exceeding the notification thresholds established in Title 40, Code of Federal Regulations, Part 373.2.

B. CERCLA Access Clause

The lease for the Subject Property will contain a clause reserving to the United States, its officers, agents, employees, contractors, and subcontractors the right to enter upon the leased property to complete its RCRA corrective action obligations, including any remedial or corrective action found to be necessary after the date of lease. The right to enter to be set forth shall include the right to conduct annual physical inspections, tests, investigations, and surveys, including, where necessary, drilling, test pitting, boring, and other similar activities. Such right shall also include the right to construct, operate, maintain, or undertake any other response or remedial action as required or necessary, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. The United States retains the authority to enter to conduct investigations on adjacent parcels as well as the parcel subject to the lease. These access rights are in addition to those granted to Federal, state, and local authorities under applicable environmental laws and regulations.

C. Land and Groundwater Restrictions

To prevent unacceptable risks to human health and the environment, the Navy will ensure the lease includes the following land use controls on the Subject Property:

- A restriction on land use to its current use as sludge drying beds only.
- A restriction on access and/or certain invasive activities in areas where surface soil and/or subsurface soil are contaminated.
- A restriction on use of groundwater and installation of new wells in or near areas of known groundwater contamination.

**FINDING OF SUITABILITY TO LEASE
CARVE-OUTS WITHIN THE
WATER AND WASTEWATER TREATMENT PLANT PARCELS CONVEYANCE
NAVAL ACTIVITY PUERTO RICO**

- A requirement to protect the integrity of any existing and all future groundwater monitoring or extraction wells, remedial action equipment, and associated utilities.
- A requirement that all ongoing and future environmental investigations and remedial activities at or adjacent to the Subject Property not be disrupted.

Upon completion of required corrective and/or remedial actions for any of the SWMUs located within the carve-out areas, if a Corrective Action Complete With Controls determination is proposed by the Navy and approved by USEPA, the Navy and/or the acquiring party of the Subject Property where the SWMUs are located will be responsible for maintaining all land use controls and/or other controls upon which that Corrective Action Complete With Controls determination was based.

D. Environmental Compliance Agreements / Permits / Orders

On January 29, 2007, the Navy and USEPA Region 2 voluntarily entered into a Consent Order that 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 three SWMUs that comprise the Subject Property have investigation and/or cleanup work remaining to be completed under the terms of the Consent Order. Detailed descriptions of the Subject Property SWMUs are provided in the ECP Report, while summary descriptions and their current status are provided in Table 1 (Exhibit D).

The three WWTPs associated with the Subject Property have a minimal amount of flow moving through them since the operational closure of NSRR on March 31, 2004 and the transition of the facility into caretaker status. The wastewater plants operate under NPDES permit #PR0020010, however this permit expired on January 31, 2003. The permit is under Administrative Continuance.

E. Notification to Regulatory Agencies / Public

In accordance with DoD guidance, USEPA Region 2 and Puerto Rico EQB have been advised of the proposed lease of the Subject Property, and copies of the ECP Report and Draft FOSL were provided to those agencies for review and comment. Navy responses to USEPA and EQB review comments on the draft version of this FOSL are provided in Exhibit F (WILL BE INSERTED UPON REVIEW). In accordance with CERCLA Sections 120(h)(3)(B) and 120(h)(5), respectively, Navy has consulted with USEPA Region 2 on the FOSL (Exhibit G), and will notify

**FINDING OF SUITABILITY TO LEASE
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NAVAL ACTIVITY PUERTO RICO**

PREQB prior to execution of the lease, as required by law. The ECP Report was made available for public review upon finalization. Copies of all lease documentation will be made available to USEPA 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 FOSL, the notices discussed herein, and the restrictions and covenants that will be contained in the lease, the Subject Property is suitable for lease.

4/11/11
Date

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

Exhibit A

References

**FINDING OF SUITABILITY TO LEASE
CARVE-OUTS WITHIN THE WATER AND WASTEWATER TREATMENT PLANT PARCELS
NAVAL ACTIVITY PUERTO RICO**

REFERENCES

Baker, 2005. (Michael Baker Jr., Inc.) *Final Asbestos Inspection Report for Naval Activity Puerto Rico, Ceiba, Puerto Rico*. Moon Township, Pennsylvania. June 2005.

Baker, 2008a. (Michael Baker Jr., Inc.) *Final Full RCRA Facility Investigation Report, SWMU 27 – Capehart WWTP Sludge Drying Beds for Naval Activity Puerto Rico, Ceiba, Puerto Rico*. Moon Township, Pennsylvania. August 2008.

Baker, 2008b. (Michael Baker Jr., Inc.) *Final Full RCRA Facility Investigation Report, SWMU 28 – Bundy WWTP Sludge Drying Beds for Naval Activity Puerto Rico, Ceiba, Puerto Rico*. Moon Township, Pennsylvania. August 2008.

Baker, 2008c. (Michael Baker Jr., Inc.) *Final Full RCRA Facility Investigation Report, SWMU 29 – Forrestal WWTP Sludge Drying Beds for Naval Activity Puerto Rico, Ceiba, Puerto Rico*. Moon Township, Pennsylvania. August 2008.

CBRE et al, 2004. (CB Richard Ellis Consulting, Cooper Robertson & Partners, Moffatt & Nichol, Puerto Rico Management & Economic Consultants, Inc.) *Naval Station Roosevelt Roads Reuse Plan*. December 2004.

EPA, 2007. (U.S. Environmental Protection Agency) *RCRA § 7003 Administrative Order on Consent, In the Matter of United States, The Department of the Navy, Naval Activity Puerto Rico, formerly Naval Station Roosevelt Roads, Puerto Rico, EPA Docket No. RCRA-02-2007-7301*. January 2007.

GMI, 2005. (Geo-Marine, Inc.) *Draft Report, Parcel Map for the Disposal of Naval Activity Puerto Rico*. Hampton, Virginia. September 2005.

Navy, 2005. (Naval Facilities Engineering Command Atlantic) *Phase I/II Environmental Condition of Property Report, Former U.S. Naval Station Roosevelt Roads, Ceiba, Puerto Rico*. Norfolk, Virginia. July 15, 2005.

USGS, 1993. (U.S. Geological Survey) *Open File Report 93-292-K, Preliminary Geologic Radon Potential Assessment of Puerto Rico*. 1993.

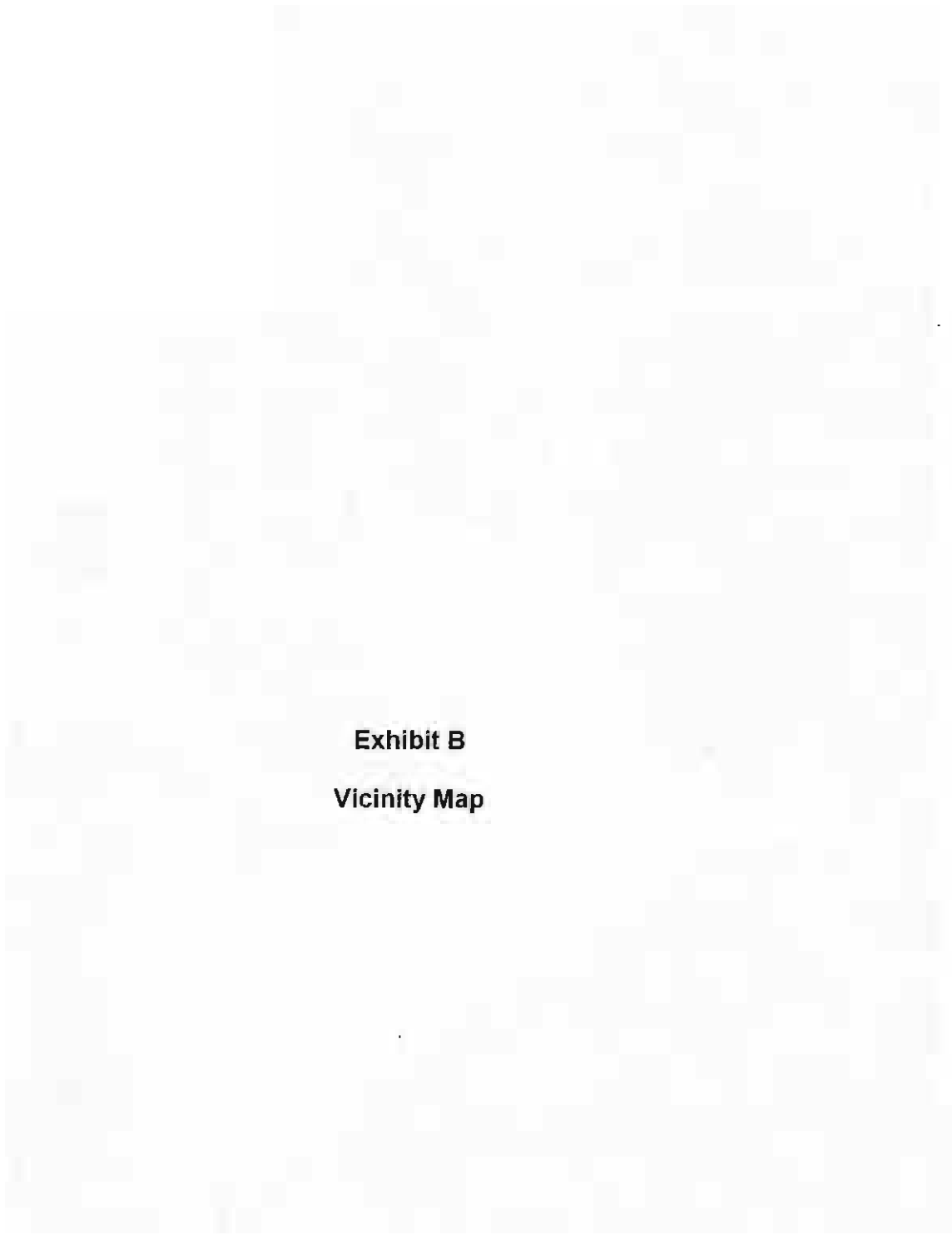
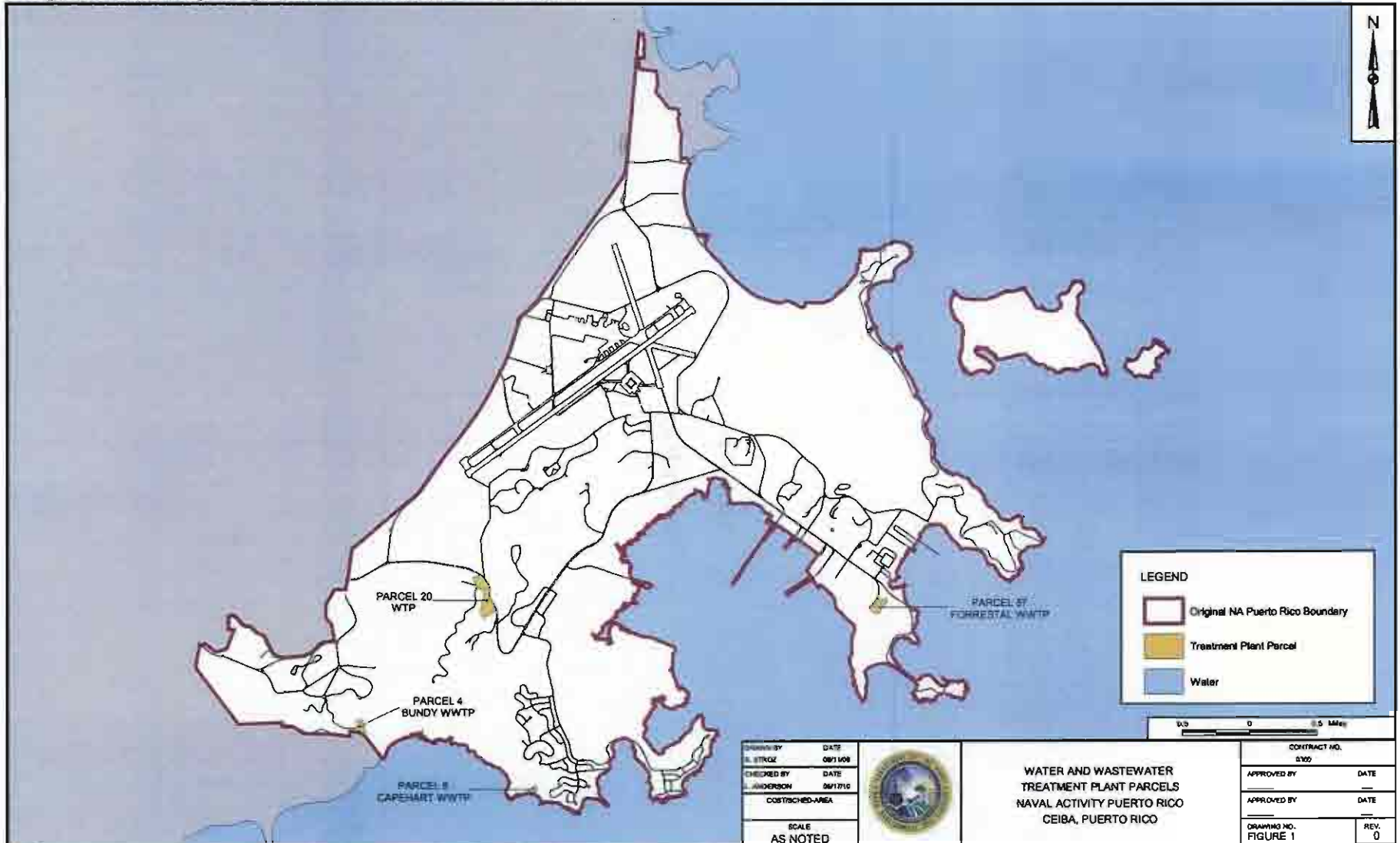


Exhibit B
Vicinity Map



DESIGNED BY S. STANGE	DATE 09/14/08
CHECKED BY J. ANDERSON	DATE 09/17/10
COST/SCHEM-AREA	
SCALE AS NOTED	

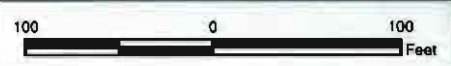
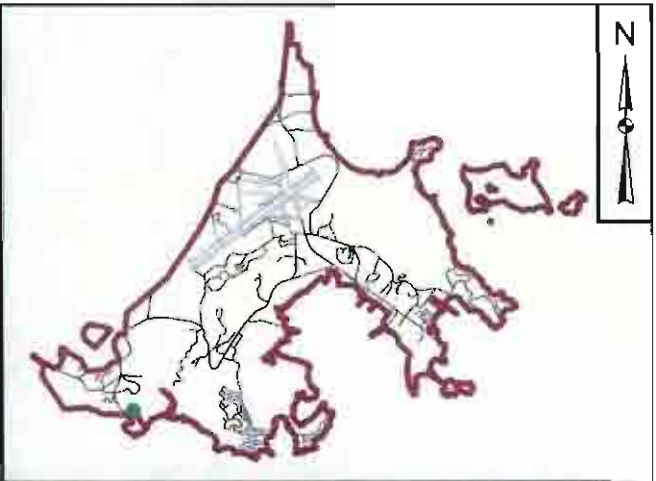


WATER AND WASTEWATER
TREATMENT PLANT PARCELS
NAVAL ACTIVITY PUERTO RICO
CEIBA, PUERTO RICO

CONTRACT NO. 2100	
APPROVED BY	DATE
APPROVED BY	DATE
DRAWING NO. FIGURE 1	REV. 0

An aerial photograph showing a landscape with a central body of water, possibly a lake or reservoir, surrounded by a mix of green and brown terrain. The water is a dark blue-grey color. The surrounding land is a mix of light green and brown, suggesting a mix of vegetation and bare earth or low-lying vegetation. The overall scene is a wide, open landscape.

Exhibit C
Aerial Photographs



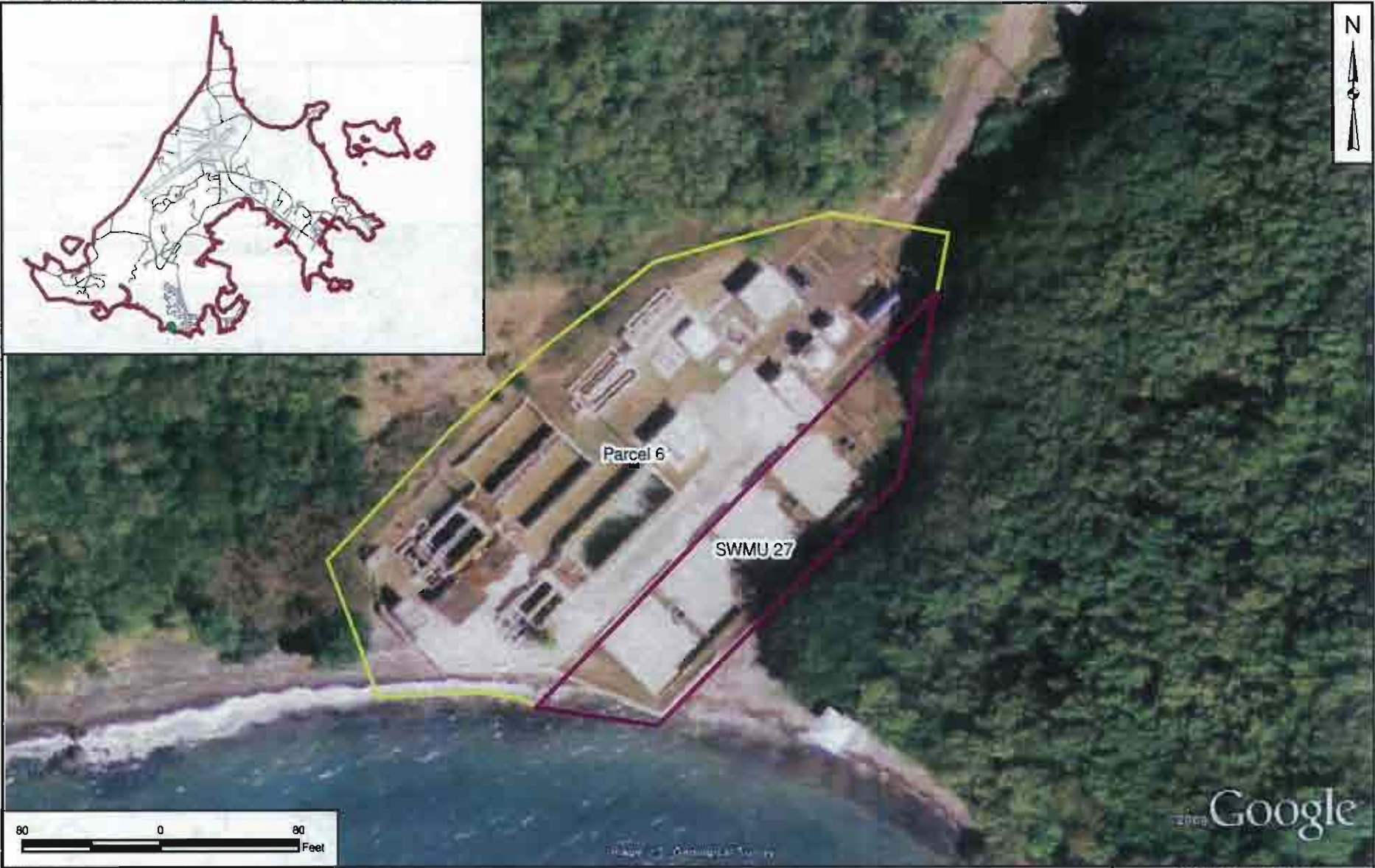
DRAWN BY	DATE
K. MOORE	9/2/10
CHECKED BY	DATE
L. ANDERSON	3/30/11
COST/SCHEDULE AREA	



SCALE
AS NOTED

PARCEL 4
BUNDY WASTEWATER TREATMENT PLANT
NAVAL ACTIVITY PUERTO RICO
CEIBA, PUERTO RICO

CONTRACT NUMBER	
CTO 0043	
APPROVED BY	DATE
_____	_____
APPROVED BY	DATE
_____	_____
FIGURE NO.	REV
FIGURE C-2	0



DRAWN BY	DATE
K. MOORE	9/2/10
CHECKED BY	DATE
L. ANDERSON	3/29/11
COST/SCHEDULE AREA	
SCALE AS NOTED	



PARCEL 6
CAPEHART WASTEWATER TREATMENT PLANT
NAVAL ACTIVITY PUERTO RICO
CEIBA, PUERTO RICO

CONTRACT NUMBER	
CTO 0043	
APPROVED BY	DATE
APPROVED BY	DATE
FIGURE NO.	REV
FIGURE C-3	0



DRAWN BY	DATE
K. MOORE	9/2/10
CHECKED BY	DATE
L. ANDERSON	3/28/11
COST/SCHEDULE AREA	
SCALE AS NOTED	



PARCEL 57
FORRESTAL WASTEWATER TREATMENT PLANT
NAVAL ACTIVITY PUERTO RICO
CEIBA, PUERTO RICO

CONTRACT NUMBER	
CTO 0043	
APPROVED BY	DATE
APPROVED BY	DATE
FIGURE NO.	REV
FIGURE C-4	0

Exhibit D

Table 1



Table 1
Naval Activity Puerto Rico
Carve-Outs Within WTP and WWTP Parcels FOSL
Solid Waste Management Units Summary and Status
 Page 1 of 2

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
EDC	27	Domestic Sewage Treatment Plant (Capehart Area) Sludge Drying Beds Four concrete sludge drying beds along the southeastern side of the sewage treatment plant serving the Capehart housing area. Areas to the northwest and southwest sides of the drying beds are concrete, while the areas to the southeast and northeast are grass and secondary growth vegetation. This unit does not manage or generate RCRA hazardous wastes or constituents.	3	CMS	Previously identified as No Further Action in 1994 Permit. Now determined to warrant additional investigation in form of a Phase 1 RFI to determine if releases from the sludge drying beds have impacted the surrounding environment. Phase 1 RFI Report approved by EPA. Full RFI Report approved by the EPA. CMS investigation required to further delineate contamination and evaluate risk to ecological receptors.	GW, Soil - metals	1, 2, 4	Completion of Full RFI	CMS/SoB/CMi
EDC	28	Domestic Sewage Treatment Plant (Bundy Area) Sludge Drying Beds Seven concrete sludge drying beds centrally located in the sewage treatment plant serving the Bundy training area. A concrete area separates three beds to the west and four beds to the east; grass areas border the beds and a steep grade uphill is present to the west. This unit does not manage or generate RCRA hazardous wastes or constituents.	3	CMS	Previously identified as No Further Action in 1994 Permit. Now determined to warrant additional investigation in form of a Phase 1 RFI to determine if releases from the sludge drying beds have impacted the surrounding environment. Phase 1 RFI Report approved by EPA. Full RFI Report approved by the EPA. CMS investigation required to further delineate contamination and evaluate risk to human and ecological receptors.	GW, Soil - PCBs, metals	1, 2, 4	Completion of Full RFI	CMS/SoB/CMi
EDC	29	Waste Water Treatment Plant (Industrial Area) Sludge Drying Beds Five sludge drying beds are located in the southern portion of the wastewater treatment plant for the "Industrial Area" of the base. The area to the west is concrete and grass, the area to the north is grass, and the areas to the south and east are grass and open water. The sludges generated by this unit have been tested since 1988 for "Characteristics of Hazardous Waste" pursuant to 40 Code of Federal Regulations (C.F.R.) Part 261, and found not to be hazardous by characteristic.	3	CMS	Previously identified as No Further Action in 1994 Permit. Now determined to warrant additional investigation in form of a Phase 1 RFI to determine if releases from the sludge drying beds have impacted the surrounding environment. Phase 1 RFI Report approved by EPA. Full RFI Report approved by the EPA. CMS investigation required to further delineate contamination and evaluate risk to ecological receptors.	Soil - metals	1, 2, 4	Completion of Full RFI	CMS/SoB/CMi
* 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									
CAC	Corrective Action Complete determination			NA	Not Applicable				
CERFA	Community Environmental Response Facilitation Act			PCB	Polychlorinated Biphenyl				
CMi	Corrective Measures Implementation			RCRA	Resource Conservation and Recovery Act				
CMS	Corrective Measures Study			RFI	RCRA Facility Investigation				
EPA	Environmental Protection Agency			SoB	Statement of Basis				
GW	Groundwater			SWMU	Solid Waste Management Unit				
LUC	Land Use Control			WWTP	Wastewater Treatment Plant				

Table 1
 Naval Activity Puerto Rico
 Carve-Outs Within WTP and WWTP Parcels FOSL
 Solid Waste Management Units Summary and Status
 Page 2 of 2

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
		Key Documents							
		Baker, 2008a. (Michael Baker Jr., Inc.) Final Full RCRA Facility Investigation Report, SWMU 27 – Capenhart WWTP Sludge Drying Beds for Naval Activity Puerto Rico, Ceiba, Puerto Rico. Moon Township, Pennsylvania. August.							
		Baker, 2008b. (Michael Baker Jr., Inc.) Final Full RCRA Facility Investigation Report, SWMU 28 – Bundy WWTP Sludge Drying Beds for Naval Activity Puerto Rico, Ceiba, Puerto Rico. Moon Township, Pennsylvania. August.							
		Baker, 2008c. (Michael Baker Jr., Inc.) Final Full RCRA Facility Investigation Report, SWMU 29 – Forrestal WWTP Sludge Drying Beds for Naval Activity Puerto Rico, Ceiba, Puerto Rico. Moon Township, Pennsylvania. August.							
		EPA, 2007. (U.S. Environmental Protection Agency) RCRA § 7003 Administrative Order on Consent, In the Matter of United States, The Department of the Navy, Naval Activity Puerto Rico, formerly Naval Station Roosevelt Roads, Puerto Rico, EPA Docket No. RCRA-02-2007-7301. Janu							
		Navy, 2005. (Naval Facilities Engineering Command Atlantic) Phase I/II Environmental Condition of Property Report, Former U.S. Naval Station Roosevelt Roads, Ceiba, Puerto Rico. Norfolk, Virginia. July.							
		Navy, 2006a. (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.							

Exhibit E

**Asbestos-Containing Materials Hazard Disclosure
and Acknowledgment Form**

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

ASBESTOS WARNING STATEMENT

YOU ARE ADVISED THAT CERTAIN BUILDINGS WITHIN THE WATER AND WASTEWATER TREATMENT PLANT PARCELS AT NAVAL ACTIVITY PUERTO RICO (NAPR) 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). YOU ARE FURTHER ADVISED IT IS LIKELY THAT UNDISCOVERED ACM ASSOCIATED WITH UNDERGROUND UTILITIES AND MISCELLANEOUS BUILDING MATERIALS EXISTS AT NAPR.

ACKNOWLEDGMENT

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 Lease, Carve-outs Within the Water and Wastewater Treatment Plant Parcels, Naval Activity Puerto Rico, 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 buildings and underground utilities covered by this lease.
- (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 lease, 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.

Lessee (or duly authorized agent)

Date

Exhibit F
Responses to Comments



COMMONWEALTH OF PUERTO RICO
Office of the Governor
Environmental Quality Board



ENVIRONMENTAL EMERGENCIES RESPONSE AREA

January 21, 2011

Mr. Mark E. Davidson
U.S. Navy
BRAC PMO SE
4130 Faber Place Driver, Suite 202
North Charleston, SC 29405

RE: Technical Review of the Draft Finding of Suitability to Lease (FOSL), Carve-Outs within the Water and Wastewater Treatment Plant Parcels Conveyance, Naval Activity Puerto Rico, Ceiba, Puerto Rico

Dear Mr. Davison:

The Puerto Rico Environmental Quality Board (PREQB) has completed its review of the Draft Finding of Suitability to Lease (FOSL), Carve-Outs within the Water and Wastewater Treatment Plant Parcels Conveyance, Naval Activity Puerto Rico, Ceiba, Puerto Rico, dated December 2010. Our comments are provided in the attachment.

If you have any additional questions or comments, please contact me at (787) 767-8181, extension 6129

Cordially,

Wilmarie Rivera
Federal Facilities Coordinator
Environmental Emergencies Response Area

cc: Gloria M. Toro Agrait, EQB Hazardous Waste Permits Division

Draft Finding of Suitability to Lease Carve-Outs within the Water and Wastewater Treatment Plant Parcels Conveyance, Naval Activity Puerto Rico, dated December 2010

I. PAGE-SPECIFIC COMMENTS

1. Page 6, Section 5.0(C):
 - a. The lease agreement needs to acknowledge that if the sludge drying pits stop being used as such, the Navy will close the sludge drying pits, remove any remaining sludge and investigate whether residual impacts remain that pose an unacceptable risk to human health or the environment within and beneath the pits.
 - b. As the investigations to date have focused on evaluating releases from the sludge drying pits to the surrounding environment and an investigation of whether the sludge or soils beneath the sludge have been contaminated has not been done because they are still being used, a land use restriction to ensure that the sludge pits are not used for any other purpose needs to be included in the lease agreement.

2. Exhibit D, Table 1, Naval Activity Puerto Rico, Carve-Outs Within WTP and WWTP Parcels FOGL, Solid Waste Management Units Summary and Status: The text in the "Investigation and Remedial Action Summary and Status" column states that "Now determined to warrant additional investigation in form of a Phase I RFI for the sludge drying beds." However, the sludge drying beds are not the focus of the current investigations, rather, the surrounding environment is being investigated to determine if releases from the sludge drying beds have occurred. Please clarify the text to reflect the purpose and scope of the investigations at SWMUs 27, 28 and 29.

3. Please provide PREQB with copies of all executed transfer documents.

Navy Responses to Puerto Rico Environmental Quality Board Review Comments

Draft Finding of Suitability to Lease Carve-Outs within the Water and Wastewater Treatment Plant Parcels Conveyance Naval Activity Puerto Rico dated December 2010

I. PAGE-SPECIFIC COMMENTS

1. Page 6, Section 5.0(C):

- a. The lease agreement needs to acknowledge that if the sludge drying pits stop being used as such, the Navy will close the sludge drying pits, remove any remaining sludge and investigate whether residual impacts remain that pose an unacceptable risk to human health or the environment within and beneath the pits.

Navy Response:

The lease agreement will acknowledge the Navy retains responsibility for environmental investigation and cleanup of RCRA solid waste management units during the lease period. The Navy will transfer the sludge drying beds with a land use control that requires the drying bed slabs to remain in place as an engineering control. Should the slabs be removed after transfer, it will be the responsibility of the new owner to address any contamination present under the slabs. Furthermore, should the drying beds and/or the treatment plant cease operation, the responsibility to close the plant and perform process closure procedures (including removing any remaining sludge) will be the responsibility of the lessee (the future owner).

- b. As the investigations to date have focused on evaluating releases from the sludge drying pits to the surrounding environment and an investigation of whether the sludge or soils beneath the sludge have been contaminated has not been done because they are still being used, a land use restriction to ensure that the sludge pits are not used for any other purpose needs to be included in the lease agreement.

Navy Response:

The lease agreement will limit future use of the drying beds to their current use. The first bullet in Section 5.0.C. has been revised to state "A restriction on land use to its current use as sludge drying beds only".

2. Exhibit D, Table 1, Naval Activity Puerto Rico, Carve-Outs Within WTP and WWTP Parcels FOSL, Solid Waste Management Units Summary and Status: The text in the "Investigation and Remedial Action Summary and Status" column states that "Now determined to warrant additional investigation in form of a Phase I RFI for the sludge drying beds." However, the sludge drying beds are not the focus of the current investigations, rather, the surrounding environment is being investigated to determine if

releases from the sludge drying beds have occurred. Please clarify the text to reflect the purpose and scope of the investigations at SWMUs 27, 28 and 29.

Navy Response:

The text in the table has been edited to state "Now determined to warrant additional investigation in form of a Phase 1 RFI to determine if releases from the sludge drying beds have impacted the surrounding environment."

3. Please provide PREQB with copies of all executed transfer documents.

Navy Response:

The Navy will provide copies of all lease documentation to EQB and USEPA after execution of the same.

Exhibit G

USEPA Acknowledgment of Consultation Letter



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

JAN 13 2011

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Mark E. Davidson
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)
Water and Wastewater Treatment Plant Parcels and the Draft Finding of Suitability to
Lease (FOSL) Carve-Outs Within the Water and Wastewater Treatment Plant Parcels

Dear Mr. Davidson:

This letter is addressed to you as the Navy's designated project coordinator pursuant to the January 29, 2007 RCRA Administrative Order on Consent ("the Consent Order") between the United States Environmental Protection Agency (EPA) and the U.S. Navy (the Navy).

EPA has completed its review of the Draft Finding of Suitability to Transfer (FOST) Water and Wastewater Treatment Plant Parcels and the Draft Finding of Suitability to Lease (FOSL) Carve-Outs Within the Water and Wastewater Treatment Plant Parcels, both of which were transmitted to the Puerto Rico Environmental Quality Board (EQB) and EPA on behalf of the Navy, by Lawson Anderson's (of Tetra Tech NUS Inc.) letter of December 17, 2010.

EPA has no comments on the Draft FOSL, and one comment on the Draft FOST. Sections 4.0 A and B of the Draft FOST should be revised to clarify that there are a total of seven aboveground storage tanks (ASTs) on the subject property; three of which are discussed in Section 4.0 A (Hazardous Substance Contamination) and four of which are discussed in Section 4.0 B (Petroleum Contamination).

Please revise the Draft FOST to acceptably address the above comments. When completed, please submit two copies of the final FOST and FOSL to EPA's RCRA Programs Branch in New York, and one copy to Mr. Carl Soderberg of EPA's Caribbean Environmental Protection Division in San Juan, PR. If you have any questions, please telephone me at (212) 637-4167.

Sincerely yours,



Timothy R. Gordon
Project Coordinator
Resource Conservation and Special Projects Section
RCRA Programs Branch

cc: Ms. Wilmarie Rivera, P.R. Environmental Quality Board
Mr. David Criswell, U.S. Navy, BRAC
Mr. Lawson Anderson, Tetra Tech NUS Inc.

COVENANT DEFERRAL REQUEST

**FORMER NAVAL STATION ROOSEVELT ROADS
CEIBA, PUERTO RICO**



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1.0 INTRODUCTION

1.1 THE COVENANT DEFERRAL REQUEST

The United States Department of the Navy (Navy) proposes to transfer title to portions of the real property comprising the former Naval Station Roosevelt Roads (NSRR), Puerto Rico by deed before all necessary remedial actions have been completed pursuant to Section 120(h)(3)(C) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) and Department of Defense (DoD) early transfer guidance.

When any federal agency transfers to any non-federal entity real property upon which hazardous substances have been stored for one year or more, or were known to have been released or disposed of, the transfer deed must covenant that:

- All remedial action(s) necessary to protect human health and the environment with respect to any such substance remaining on the property have been taken before the date of transfer (CERCLA Section 120(h)(3)(A)(ii)(I)), and
- Any additional remedial action(s) found to be necessary after the date of the transfer shall be conducted by the United States (CERCLA Section 120(h)(3)(A)(ii)(II)).

The Governor of the State in which federal property is located may defer the first of these two covenants, thereby authorizing the transfer of the property prior to its final cleanup if the federal facility of which it is part is not listed on the U.S. Environmental Protection Agency (EPA) National Priorities List (NPL). After any such transfer, the federal agency transferring the property is still responsible for ensuring that all remaining cleanup is completed and for providing that same covenant via an amendment to the transfer deed at that time.

In order for the Governor to defer this requirement, CERCLA Section 120(h)(3)(C)(i) requires that the Governor determine the property is suitable for transfer based upon a finding that:

- I. The property is suitable for transfer for the use intended by the transferee, and the intended use is consistent with protection of human health and the environment;
- II. The deed or other agreement proposed to govern the transfer between the United States and the transferee of the property contains the Response Action Assurances set forth in CERCLA Section 120(h)(3)(C)(ii), including:
 - Any necessary restrictions on the use of the property to ensure protection of human health and the environment;
 - Restrictions on the use necessary to ensure that required remedial investigations, response action, and oversight activities will not be disrupted;

- An assurance that all necessary response action(s) will be taken and that a schedule for investigation and completion of all necessary response action(s) as approved by the appropriate regulatory agency will be identified; and,
 - An assurance that the Federal agency responsible for the property subject to transfer 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;
- III. The Federal agency requesting deferral has provided notice, by publication in a newspaper of general circulation in the vicinity of the property, of the proposed transfer and of the opportunity for the public to submit, within a period of not less than 30 days after the date of the notice, written comments on the suitability of the property for transfer; and
- IV. The deferral and the transfer of the property will not substantially delay any necessary response action at the property.

These findings are intended to assure that there is a sound basis for the proposed “early” transfer in that the expected reuse of the property will not pose an unacceptable risk to human health or the environment during the “covenant deferral period” that begins on the date of the property transfer and ends on the date the federal agency gives the last warranty required by CERCLA Section 120(h)(3)(C)(iii). The warranty covenants that all response action necessary to protect human health and the environment with respect to hazardous substances remaining on the property as of the date of transfer has been accomplished. As stated in CERCLA Section 120(h)(3)(C)(iv), all statutory rights and obligations of the transferring federal agency remain the same, regardless of whether the property is transferred subject to such a covenant deferral.

1.2 BACKGROUND

Section 8132 of Public Law 108-87, the Department of Defense Appropriations Act, 2004 (signed 30 September 2003), directed that NSRR be closed “no later than six months after enactment of this Act,” and that the real estate disposal/transfer be carried out in accordance with procedures contained in the Defense Base Closure and Realignment Act of 1990. Accordingly, on March 31, 2004, NSRR ceased operations as an active naval station, and was designated Naval Activity Puerto Rico (NAPR) to protect and sustain the remaining Navy assets and property value during the disposal process.

The Navy prepared the *Phase III Environmental Condition of Property Report, Former U.S. Naval Station Roosevelt Roads, Ceiba, Puerto Rico* (ECP Report) dated July 15, 2005 to document the current environmental condition of NAPR and support the identification of “uncontaminated property” as defined in and required by CERCLA Section 120(h)(4). The ECP Report discloses available, factual, environmentally relevant information regarding the condition of NAPR, and is based on the results of previous investigations, interviews with persons familiar with the former NSRR, review of available

information and data on former NSRR operations related to storage, release, treatment or disposal of hazardous substances or petroleum products on the property, and certain media sampling efforts.

Although environmental investigation and cleanup activities at NSRR have been ongoing under the Navy Installation Restoration Program (IRP) since the early 1980s, certain response activities to address past hazardous substances releases remain to be completed. NSRR is not on the NPL; therefore, these response activities and releases are currently being addressed pursuant to the requirements of the Resource Conservation and Recovery Act (RCRA) permit previously issued to NSRR by EPA on November 28, 1994. The IRP team assembled to address environmental issues at NSRR consists of representatives from the Navy and its contractors, the Puerto Rico Environmental Quality Board (EQB) and EPA Region 2. Through the RCRA permitting process and the management of the corrective action program by the IRP team, a total of 55 SWMUs and four AOCs have been identified. Since base closure, the Navy and EPA have negotiated the terms of a RCRA Section 7003 Administrative Order on Consent (Consent Order) to set out the Navy's remaining corrective action obligations. Accordingly, NSRR's 1994 RCRA permit has been terminated.

The findings of the ECP Report were used by EPA to assist in determining the corrective action obligations to be included in the Consent Order. ECP Sites 1 through 23 were identified during the ECP process and added to the order as SWMUs 56 through 77 and AOCs E and F. According to Section VIII of the draft Consent Order, there are currently 38 of 77 Solid Waste Management Units (SWMUs) and four of six Areas of Concern (AOCs) with investigation, remediation and/or closure requirements still to be completed. The Conclusions section of the ECP Report, which includes a table and map identifying areas impacted by hazardous substances is attached to this CDR as Exhibit A. The RCRA Section 7003 Administrative Order on Consent is attached as Exhibit B.

1.3 PROPOSED EARLY TRANSFER

Because the sites identified in Section VIII of the Consent Order (Exhibit B) require further investigation and/or remedial action that may require completion after the property is transferred, the Navy is requesting the Governor of the Commonwealth defer the requirement for the CERCLA Section 120(h)(3)(A)(ii)(I) covenant that all necessary remedial action has been taken prior to transfer.

The Early Transfer (ET) does not include SWMUs or AOCs lying within property that is being transferred from the Navy to other federal agencies. Also, the ET does not include sites with petroleum contamination only (e.g., AOC F – Monitored Natural Attenuation Sites) because deferrals in accordance with CERCLA Section 120(h)(3) apply to sites affected by hazardous substances, but not petroleum. The proposed ET Property is presented on the map in Exhibit C.

Several types of transfer mechanisms are available to transfer the former NSSR property, including:

- Public benefit conveyances (PBCs)
- Economic development conveyances (EDCs)
- Environmental remediation sales
- Public sales

The Navy will either retain the responsibility to conduct all necessary response actions on the PBC and EDC parcels consistent with CERCLA and the Navy-EPA Consent Order, or fund the privatization of all or part of their required cleanup through the use of environmental services cooperative agreements (ESCA) between the Navy and the transferee(s). Such agreements are authorized under the provisions of 10 U.S.C. 2701 (the Defense Environmental Restoration Program). Any drafts of such agreements would be shared with EPA, and any transfer of the Navy's remaining corrective action obligations to another party would be contingent upon that party entering into a similar fully enforceable consent order with EPA

The environmental remediation sale(s) will be conducted in accordance with Section 2905(e) of the Defense Base Closure and Realignment Act of 1990 (BRAC law), as amended by Section 2908 of the National Defense Authorization Act for Fiscal Year 1994. Section 2905(e) states that subject to Section 120(h) of CERCLA, the Secretary of Defense "may enter into an agreement to transfer by deed real property or facilities....with any person who agrees to perform all environmental restoration, waste management, and environmental compliance activities that are required for the property or facilities under Federal and State laws, administrative decisions, agreements (including schedules and milestones), and concurrences" and that if the costs of all environmental restoration, waste management, and environmental compliance activities are lower than the fair market value of the property or facilities, the recipient of the property or facilities must agree to pay the difference between the fair market value and such costs. The Navy would provide environmental "due diligence" and "all appropriate inquiry" information in invitations for bid for the Sale Property parcel(s). Bidders would propose a purchase price based on the fair market value of the property less the environmental liability costs, with the purchaser agreeing to take over the Navy's cleanup obligations via an enforceable third party consent order with EPA.

As described in Section 1.1, CERCLA Section 120(h)(3)(C) sets forth those specific conditions upon which a Governor may grant approval of early transfers of federal facilities. This CDR is intended to provide the information necessary for approval of the early transfer of certain NAPR property by the Governor of the Commonwealth of Puerto Rico, and is consistent with CERCLA Section 120(h)(3)(C) and *DoD Guidance on the Environmental Review Process Required to Obtain the Finding of Suitability for*

Use of Early Transfer Authority for Property Not on the National Priorities List as Provided by CERCLA Section 120(h)(3)(C) (April 24, 1998). DoD guidance allows the transferee to conduct response actions on the property, so long as certain conditions are met including providing assurance that the transferee has the technical and financial capacity to perform the cleanup. Under the proposed Consent Order with EPA, the Navy will remain legally obligated to perform all remaining response actions if the transferee(s) fails to perform such actions in a timely and competent fashion.

To comply with CERCLA's early transfer authority, the Governor's concurrence must determine that the property is suitable for transfer by making the findings set out in the statute at 42 U.S.C. Section 9620 (h)(3)(C)(i). To make these findings, the Governor must know how the transferees intend to use the property during the covenant deferral period. Because the identities of the transferees are not known at this time, Navy transfer documents will ensure post-conveyance uses of contaminated property will be restricted to uses that are the same or similar to uses in place at the time when NSRR was operational and will be consistent with protection of human health and the environment.

2.0 DESCRIPTION OF PROPERTY TO BE TRANSFERRED

The property to be transferred at the former NSRR is located near Ceiba, Puerto Rico on approximately 8,459 acres of land on the eastern coast of Puerto Rico. NSRR operated as a naval facility from 1943 until its closure on March 31, 2004. According to the ECP Report, there are over 1,300 buildings at the former NSRR, as well as an 11,000-foot runway and almost 5,000 feet of waterfront piers and bulkheads.

The ET Property, as shown on the map in Exhibit C (ET Property Map) comprises approximately 4,244 acres. Survey maps and legal descriptions for the ET Property parcels will be attached to the transfer deeds.

The ET Property includes:

- All Sale/Public Auction parcels, except those in the Capehart Housing Area
- Capehart Housing Area Wastewater Treatment Plant
- EDC parcels that include IR sites requiring additional investigation or remediation
- PBC parcels that include IR sites requiring additional investigation or remediation

The ET Property does not include:

- Parcels comprising the Capehart Housing Area
- Conservation parcels including Pineros and Cabeza de Perro Islands
- EDC parcels that do not require investigation or remediation
- PBC parcels that do not require investigation or remediation
- Parcels being transferred to other Federal agencies

3.0 NATURE AND EXTENT OF HAZARDOUS SUBSTANCE CONTAMINATION

As stated in the ECP Report and described in Section 1.2 of this CDR, a mature and comprehensive environmental program, focused on areas of historic environmental concern, has been in existence at NSRR since the 1980s. Considering the active, comprehensive and ongoing IRP and the recently completed ECP investigation, it may reasonably be concluded that all areas of significant environmental concern at NSRR have been identified and either have been or will be investigated. Detailed summaries of the findings to date for all SWMUs and AOCs are provided in the ECP Report. The table in Exhibit D of this CDR summarizes the environmental investigation and remedial action status of each ET Property site with work remaining to be performed under the Navy-EPA Consent Order. The table provides the Consent Order status, media affected, key site contaminants and proposed land use controls. Exhibit D also includes a map illustrating the location of IRP sites with work remaining to be performed.

Site-specific documents that provide more detailed information have been placed for public review at:

Ceiba Public Library
Ave. Lauro Piñero, Plaza Recreo
(al lado Casa Alcaldía) Ceiba, PR 00735

U. S. Environmental Protection Agency
Caribbean Environmental Protection Division
Centro Europa Building, Suite 417
1492 Ponce de Leon Ave
Santurce, PR 00907-4127
Attn: Mr. Luis Negron, phone (787) 977-5855

Puerto Rico Environmental Quality Board
Oficina del Presidente – Piso 5
Ave. Ponce de León #1308
Carr Estatal 8838
Sector El Cinco
Río Piedras, PR 00926
Attn: Ms. Yarissa Martinez, phone (787) 767-8181 (ext. 6137)

U.S. Environmental Protection Agency, Region 2
RCRA File Room
290 Broadway, 15th floor
New York, NY 1007-1866
Attn: Mr. David Abrines, phone (212) 637-3043

or

Online at: <http://nsrr-ir.org/>

4.0 ANALYSIS OF INTENDED FUTURE LAND USE

The Puerto Rico Department of Economic Development and Commerce (DEDC), recognized as the Local Redevelopment Authority (LRA) for NAPR, developed the December 2004 Naval Station Roosevelt Roads Reuse Plan (the Reuse Plan), for implementation by the transferees. The Reuse Plan anticipates phased development of the following nine land use zones depicted on the map in Exhibit E:

<u>Zone</u>	<u>Description</u>
1	Airport - Airport, Industrial/Manufacturing/Distribution
2	Bundy - Moderate Lodging, Residential, Learning and Training Center
3	Golf Course - Public Golf Course, with an expansion to 18 holes
4	Downtown - Mixed Use, University Campus, Public School
5	Residential - Residential, Private School, Recreation Areas
6	Port - Marina, Ferry Terminal, Hospital, Waterfront Commercial
7	Science Park - Research and Development, Industrial/Manufacturing, Conference Center, Lodging Facilities, University
8	North Gate - Open Space, Beach and Recreation
9	Conservation - Conservation Areas

IRP sites are located within the footprint of areas scheduled for redevelopment. Analytical data collected during the investigations of these sites were used to perform human health and ecological risk assessments which indicated the potential for unacceptable human exposure to the residual contaminants detected in groundwater, surface water, surface and subsurface soil, and sediment. Thus, land use controls (LUCs) will be required on the ET Property to prevent unacceptable risks to human health and the environment during the deferral period. In addition, the final remedies for some sites may include long-term LUCs to prevent certain uses or activities that could result in unacceptable exposure.

To prevent unacceptable risks to human health and the environment, the Navy will ensure the following LUCs, as appropriate for each parcel or IRP site, are developed on the ET Property:

- A restriction on land use such that post-conveyance uses must be the same or similar to uses when the former NSRR was operational and be consistent with protection of human health and the environment
- A restriction on access and/or certain invasive activities in areas where surface soil, subsurface soil and or sediments are contaminated
- A restriction on access to or use of surface water in or near areas of known surface water contamination

- A restriction on use of groundwater and installation of new wells in or near areas of known groundwater contamination

Proposed site-specific LUCs to be imposed upon the ET Property are listed in the Exhibit D site summary table. These LUCs, or negotiated variations thereof, will be implemented through a variety of mechanisms including:

- Navy-LRA ESCA and EPA-LRA Consent Order for ESCA parcels
- EPA-Transferee Consent Orders for sale parcels
- LUC Remedial Designs for parcels with Navy-retained cleanup

The Navy transfer deeds for ET Property parcels will refer to LUC requirements contained in the applicable Consent Order (Navy-EPA or EPA-Third Party) which will be attached to the deeds. These Consent Orders will either contain detailed LUC requirements (implementation, compliance, monitoring, enforcement, modification/termination, etc.) or reference other documents agreed to between the Navy and EPA or the transferee and EPA.

A zoning plan implementing the Reuse Plan is also envisioned for NAPR that will be coupled with a comprehensive enforcement scheme for the zoning provisions. Zoning authority for the NAPR property lies exclusively with the Puerto Rico Planning Board. Given the nature of this project, the Planning Board envisions the adoption of a Special Regulation consistent with the LRA-approved Reuse Plan. Some areas within the ET Property may be encumbered by LUCs that impose use restrictions beyond those in the designated zoning district. In such cases, property use within the zoning district must be consistent with the LUCs. Once the Special Regulation is in place and the NAPR lands have been zoned, any construction or development therein must be consistent with the Special Regulation in order to be able to obtain a building permit from the Regulations and Permits Administration (ARPE, from its initials in Spanish), which is the entity that issues building permits in Puerto Rico. Any variances from the Special Regulation must be approved by the Planning Board, otherwise ARPE will not be able to grant a building permit. ARPE would also be able to enforce any violations of LUCs. Just as any potentially affected party may seek to enjoin a particular activity in violation of the underlying zoning by filing a complaint before ARPE, it could be provided that a similar complaint could also be filed with ARPE for alleged violations of the LUCs. If the complaint is filed with the LRA, the LRA would refer it to ARPE. Also, the LRA itself could file a complaint before ARPE to enjoin any future transferee's activities in violation of the LUCs.

The Navy may consider lifting the use restrictions imposed by deed upon a request to do so by the transferee that has been endorsed by EPA, if/when EPA is satisfied that modifying/terminating the use restriction will not compromise protection of human health and the environment.

Based upon the findings of the former NSRR site investigations, there are no unacceptable risks to human health or the environment that would preclude transfer and reuse of the ET Property assuming LUCs are implemented and maintained as described above.

5.0 RESPONSE/CORRECTIVE ACTION AND O&M REQUIREMENTS

Requirements for the investigation, remediation, and closure of the SWMUs and AOCs at NSRR derive from the 1994 RCRA permit for NSRR (EPA I.D. #PR2170027203). The Navy and EPA have agreed to voluntarily enter into a RCRA § 7003 Administrative Order on Consent (Exhibit B) that will set out the Navy's corrective action obligations under RCRA and replace the 1994 RCRA permit.

The Navy's obligations for addressing each of the 38 SWMUs and four AOCs with remaining investigation, remediation and/or closure requirements are defined in the Consent Order, and may consist of one or more of the following:

- Implementation of a RCRA Facility Investigation (RFI)
- Implementation of an Interim Measure
- Completion of a Corrective Measures Study (CMS)
- Submission of a work plan to complete a CMS to determine the final remedy
- Submission of a Corrective Measures Implementation (CMI) Plan for the selected final remedy
- Completion of public notice and comment on RFI, CMS or CMI Plans
- Implementation of CMI Plans as modified based on public comments
- Submission of a Closure Plan for SWMU 3 in lieu of a CMS and/or CMI Plan
- Providing documentation that acceptable institutional controls are in effect to prevent future inappropriate usage of portions of NAPR and/or groundwater in certain portions of NAPR
- Addressing newly discovered releases attributable to past DoD operations
- Undertaking all actions in accordance with all applicable local, commonwealth and federal laws, regulations, ordinances and Executive Orders.

The Consent Order allows for the transfer of Navy work responsibilities to third parties, specifically stating that "...the Navy and EPA expect that the Navy will sell and/or otherwise convey various parcels or segments of the Facility to various third parties at which time EPA expects to issue a separate order to such third parties requiring the performance of any remaining corrective action tasks related to the transferred parcel and to suspend the tasks to be performed under this Consent Order to reflect such changes."

Section VIII of the Consent Order identifies the work to be performed by the Navy and the schedules for completing the work. Requirements and schedules for work to be performed by transferees will be defined in the individual third party consent orders negotiated between EPA and the transferees. The Navy anticipates continuing investigation and cleanup activities until the transferees initiate the response actions agreed to in their transfer documents with the Navy and third party consent orders negotiated with

EPA. Furthermore, the Navy will remain legally obligated to perform the necessary response actions if such actions are not completed in a timely and competent fashion by the transferees as necessary to ensure protection of human health and the environment. Thus, the Navy-EPA and EPA-Transferee Consent Orders will ensure the deferral and transfer of the ET Property will not substantially delay any necessary response actions.

6.0 CONTENTS OF TRANSFER DEEDS

The notice, covenants and assurances required by CERCLA Sections 120(h)(3)(A) and 120(h)(3)(C) to be included in the transfer deeds that will convey title of the ET Property to the transferees are summarized below. Prior to conveyance of the ET Property, EPA and EQB representatives will be given reasonable opportunity to review the deed language related to environmental conditions and response action assurances, as discussed below.

a. Notice

In accordance with CERCLA Section 120(h)(3)(A)(i), the transfer deeds shall provide notice, to the extent such information is available based upon a complete search of agency files, as to: (i) the type and quantity of those hazardous substances that were stored for one year or more, or were known to have been released or disposed of on the applicable portion of the ET Property; (ii) the time at which such storage, release or disposal took place, and (iii) a description of all remedial actions taken to address such releases or disposals. This information that will be appended to the deeds is set forth in CDR Exhibit F.

b. Covenant

In accordance with CERCLA Section 120(h)(3)(A)(ii)(II), the transfer deeds shall contain a covenant warranting that any additional remedial action found to be necessary after the date of such transfer shall be conducted by the United States. Although some or all remaining remedial actions may be performed by one or more transferees per this covenant and the terms of the contemplated Consent Order, the Navy will remain legally obligated to perform those actions if they are not completed in a timely and competent fashion by the transferee as needed ensure protection of human health and the environment.

c. Access

In accordance with CERCLA Section 120(h)(3)(A)(iii), the transfer deeds shall contain a clause granting the United States access to the property in any case in which a remedial action or corrective action is found to be necessary after the date of transfer. Appropriate rights of access shall also be provided to EQB so that it may confirm the long-term effectiveness of all implemented LUCs.

d. Response Action Assurances

In accordance with CERCLA Section 120(h)(3)(C)(ii)(I) through (ii)(IV), the transfer deeds shall contain the following specific assurances:

- I. Necessary restrictions on the use of the ET Property to ensure the protection of human health and the environment.
- II. Necessary restrictions to ensure that required remedial investigations, response actions, and oversight activities will not be disrupted, including by any new owner or user of the ET Property.
- III. An assurance that all necessary response action will be taken and a schedule identified for the investigation and completion of all such actions as approved by the appropriate regulatory agency.
- IV. An assurance that the Navy will submit appropriate annual budget requests to the Director of the Office of Management and Budget that adequately address schedules for investigation and completion of all necessary response actions.

e. Warranty

In accordance with CERCLA Section 120(h)(3)(C)(iii), the transfer deeds for the ET Property shall contain assurances that when all response actions necessary to protect human health and the environment with respect to any hazardous substance remaining on the property on the date of transfer have been taken, the Navy shall execute and deliver to the transferee an appropriate document in recordable form containing a warranty that all such response actions have been taken, and the making of the warranty shall be considered to satisfy the requirements of CERCLA Section 120(h)(3)(A)(ii)(I). The Navy shall provide this warranty when all required response actions have been completed, or in accordance with CERCLA Section 120(h)(3)(B), the Navy may provide this warranty upon a determination by EPA that the remedial actions at the sites are "operating properly and successfully."

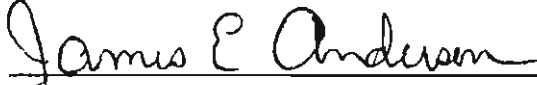
7.0 RESPONSIVENESS SUMMARY

As reflected in Exhibit G, public comment was solicited on a draft of this CDR via newspaper publication of document availability notices. All comments received were considered in the preparation of this suitability finding, and all written comments are included as Exhibit H. The Navy's responses to any unresolved written comments are included as Exhibit I.

8.0 SUITABILITY DECLARATION

As the cognizant DoD official authorized to make such determinations, I, the undersigned, have determined that with the proposed use restrictions to be implemented, the above-described property would be suitable for the intended reuses and that to allow such uses would be consistent with protection of human health and the environment.

17 July 2007
Date



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

EXHIBIT A

ENVIRONMENTAL CONDITION OF PROPERTY REPORT CONCLUSIONS

CONCLUSIONS

The ECP investigation confirmed that a mature and comprehensive environmental program, focused on areas of historic environmental concern, has been in existence at NSRR for decades.

- NSRR investigative activities under the Navy's Installation Restoration Program (IRP) have been ongoing since the early 1980s.
- The entire station is currently encompassed under a U.S. Environmental Protection Agency (EPA) Corrective Action component of the station's Resource Conservation and Recovery Act (RCRA) permit.
- Under the IRP, and currently pursuant to the EPA RCRA Corrective Action permit, 59 historic sites at NSRR [Solid Waste Management Units (SWMUs) and Areas of Concern (AOCs)] have been investigated (for some, if only to conclude that no further investigation was warranted), are currently under investigation, or are pending further corrective action measures.
- Under the UST program, seven former UST sites and one current AST site are under a Monitored Natural Attenuation (MNA) study in accordance with the monitoring protocols developed by the Underground Storage Tank Management Division (USTMD) of the Puerto Rico Environmental Quality Board (EQB).
- The Phase I/II ECP investigation identified another 23 sites, 17 of which will be further investigated and/or evaluated.

Considering the active, comprehensive, and ongoing IRP and MNA sites, in conjunction with the newly identified ECP sites, it may reasonably be concluded that all areas of significant environmental concern on NSRR have been identified; and all have been, are undergoing, or will be evaluated/investigated.

INSTALLATION RESTORATION PROGRAM

Until 1993, all environmental investigation and remediation activities, with the exception of USTs, were conducted under the Navy's IRP, which generally followed CERCLA guidelines. In total, 55 SWMUs and 4 AOCs were identified. In 1993, NSRR submitted a RCRA Part B Permit application for the storage of hazardous waste on the Station. On October 20, 1994, the EPA Region II issued a Final RCRA Part B permit. The corrective action provisions of the permit (addressing sites of known/suspected releases of hazardous waste) currently

contain specific requirements for investigation, and potentially, RCRA RFI activities and remediation at 28 SWMUs and 3 AOCs. The remainder of the SWMUs/AOCs identified were determined to require no further investigation, due to the fact that no release or disposal of hazardous waste or materials was identified.

Section 5.3 describes the current regulatory status and current physical and environmental condition of the SWMUs/AOCs in the IRP at NSRR. Table 5-4 provides a brief summary of each SWMU and AOC, including IRP designation (IR Site No.), type of RFI required in the RCRA Part B Permit, operable unit number, current work status, as well as comments on the current status of each unit. The locations of the IRP sites are presented in Figure 5-4.

7.2 *MNA SITES*

A MNA study of seven former UST sites and one current AST site at NSRR is being performed by the Navy. The Year 4 summary report, dated December 2004, presents the findings of the study along with recommendations based on those findings. These are discussed in Section 5.5.1.1.

7.3 *ECP SITES*

ECP Sites are areas of potential environmental concern that were identified as a result of the records review, aerial photography analysis, physical site inspections, and interviews conducted as part of the ECP investigation. The ECP Sites had not been previously identified or investigated under existing environmental programs (e.g., IRP, USTs, etc.) at NSRR, although there are a few ECP Sites that border and/or encompass existing IRP sites. The Phase I portion of the ECP investigation identified 23 ECP Sites that required further evaluation. ECP Sites are addressed in Section 5.4. Table 5-5 presents a list of the ECP Sites, and Figure 5-54 presents the overall location of each of the ECP Sites.

The newly identified ECP Sites were then evaluated under the Phase II portion of the ECP investigation (see Appendix F). The Phase II investigation was conducted to determine if a release/disposal actually occurred at newly identified ECP sites and, if so, if any potential risk to human health is present at the sites. The Phase II investigation consisted of field observations, environmental media (e.g., soil, groundwater) sample collection, laboratory analysis, review of analytical data, and a qualitative risk assessment for each site (see Section 4.6). Based on the results of the ECP Phase II Investigation, it was determined that six sites have not been environmentally impacted by past and present operations at NSRR and therefore, require no further investigation:

- ECP Site 4
- ECP Site 9
- ECP Site 10
- ECP Site 11
- ECP Site 12
- ECP Site 18

The Phase II ECP investigation also determined that 14 of the ECP Sites have been impacted by past and recent operations at NSRR and therefore, are being incorporated into the NSRR RCRA Corrective Action Program:

- ECP Site 2
- ECP Site 3
- ECP Site 5
- ECP Site 6
- ECP Site 7
- ECP Site 8
- ECP Site 13
- ECP Site 14
- ECP Site 15
- ECP Site 16
- ECP Site 17
- ECP Site 19
- ECP Site 20
- ECP Site 21

No further ECP investigations will be performed at ECP Sites 1 and 22 because they are being transferred to other federal agencies. ECP Site 23 is being addressed separately under the Navy's Munitions Response Program (MRP).

7.4 ***ENVIRONMENTAL COMPLIANCE***

The ECP investigation identified few areas of concern regarding current environmental compliance. These are discussed in Section 5.1. None is currently significant.

Asbestos Containing Material (ACM). The last large-scale survey to identify FAD ACM on NSRR was performed approximately 20 years ago but no follow-up documentation was located. Since then, specific areas have been surveyed but no station-wide conclusions may be drawn other than the assumption that, given the age of construction of most buildings on NSRR, the presence of some form of ACM should be presumed.

A comprehensive station-wide ACM survey is underway and targeted for completion in late Summer 2005. When published, this report can be consulted for the most up-to-date ACM information.

Lead-Based Paint (LBP). Eight hundred and seventy-nine buildings at NSRR were constructed prior to 1978, the year in which LBP was banned for consumer use. These buildings, and any other structures built before 1978, therefore, are presumed to contain LBP. LBP surveys have been conducted in specific areas at NSRR but no station-wide survey has been conducted at NSRR.

A LBP inspection and risk assessment of family housing is underway and targeted for completion in late Summer 2005. When published, this report can be consulted for the most up-to-date LBP information.

7.5

PROPERTY CATEGORIZATION

In accordance with CERFA procedures, this ECP Report divides all property at NSRR into “parcels”, and classifies them into one of the three following categories (see Section 1.1 for a description and explanation as to the derivation of these 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.

Table 7-1 presents a listing of all Category 2 and 3 sites identified during the Phase I/II ECP investigation at NSRR, as well as a list of all IRP, MNA, and ECP sites investigated and determined to be Category 1 sites. Figure 7-1 is a map of the station with all station property divided into parcels and categorized into one of the above-referenced categories.

[Note: In addition to the designated IRP, MNA, and ECP sites, the end of Table 7-1 and Figure 7-1 depict four areas of known contamination that are not easily categorized into one of the existing environmental programs at NSRR. All four of these areas are considered Category 2 (see definition above). With the exception of the JP-4 fuel spill area, historical operations in these areas were industrial in nature, and included routine minor maintenance and storage activities that resulted in small (i.e., at concentrations that do not require a removal or remedial action) releases of POL and/or hazardous substances. Furthermore, specific areas of significant environmental contamination have been identified within these three areas through the IRP, MNA, and ECP investigations, and are being addressed under these programs. The JP-4 fuel spill area has been remediated and evaluated under the Natural Resources Damage Assessment (NRDA) program (see Section 5.2.4).]

[Note: Figure 7-1 should be viewed as a general categorization of NSRR property. Given the available data, it is not possible to spatially identify the precise boundaries of all SWMUs, AOCs, MNA sites, and ECP sites.

Figure 7-1 must be interpreted in conjunction with this ECP Report, as well as all relevant IRP documents and other documents that provide currently available data on all sites of environmental concern. The imprecision with regard to parcel boundaries is attributable to the fact that:

- *ECP sites require further investigation under the IRP/RCRA Corrective Action program to determine their full extent of contamination.*
- *MNA sites are undergoing continuing characterization.*
- *For some historic spills, the available information provides only an estimation as to the extent of impact.*
- *Some areas are not amenable to spatial depiction (for example SWMU 38: "below ground sanitary/storm sewers").*
- *Some areas are defined not only by hard data, but also by a common knowledge of historic operations. The best example would be hangar aprons at the airfield. Specific apron areas have been previously identified for investigation but common knowledge suggests the entire apron was most likely a source of minor spills/releases/unconfined maintenance in the 1940s-50s.]*

All Category 3 sites will continue to be evaluated, investigated and, if warranted, remediated under the IRP/RCRA Corrective Action program or the MNA program.

Table 7-1. Description and Status of all SWMUs, AOCs, MNA Sites, and ECP Sites at NSRR, PR

Site	Site Name	Status ¹	Status Comments/Details	Recommended Action	Potential Site Transfer Condition	ECP Category ²
SWMU 1	Former Army Cremator Disposal Site	5, 6, 7	Corrective Measures Study (CMS) initiated. An Ecological Risk Assessment (ERA) through Step 3a was completed and indicates that there will be a need to proceed to Step 3b - Baseline ERA.	Continue with ERA (Step 3b).	To be determined following completion of CMS report.	3
SWMU 2	Langley Drive Disposal Area	5, 6, 7	CMS initiated. An ERA through Step 3a was completed and indicates that there will be a need to proceed to Step 3h - Baseline ERA.	Continue with ERA (Step 3b).	To be determined following completion of CMS report.	3
SWMU 3	Station Landfill	3	Remedial Feasibility Investigation (RFI) completed. Semi-annual groundwater monitoring in accordance with Puerto Rico Environmental Quality Board (EQB) Solid Waste Management Regulations Park IV-D is required.	Prepare a Landfill Closure Plan for inactive 50 acres.	Proposed Landfill Cap Installation by future owner w/ Deed Restrictions (Residential or Industrial development: Soil and Groundwater usage)	3
SWMU 4	Drone Fuel Oil/Water Separator	1	No knowledge or evidence of systematic and routine releases of hazardous wastes or constituents from these units; RFI not required.	None	NA	1
SWMU 5	Dumpsters (basewide)	1	No knowledge or evidence of systematic and routine releases of hazardous wastes or constituents from these units; RFI not required.	None	NA	1
SWMU 6	Building 145	4, 9	CMS Final Report submitted recommending no further action (NFA). NFA proposed in RCRA Part B permit renewal.	NFA - Awaiting Part B Permit renewal / modification from EPA for final determination.	Proposed for NFA w/ No Restrictions	2
SWMU 7	Tow Way Fuel Farm	8, 12	Free product removal performed on monthly basis as an Interim Corrective Measure. CMS Final Report will determine proposed remedial action. Part B Permit modification by EPA will be required before the implementation of the proposed remedy.	Prepare a Corrective Measures Implementation (CMI) Design Package.	To be determined following completion of CMS report.	3
SWMU 8	Tow Way Road Fuel Farm Sludge Disposal Pits	8, 12	Combined with SWMU 7 into one unit.	Site is part of SWMU 7	NA	3
SWMU 9	Tanks 212-217 Sludge Burial Pits	6, 7	Potential non-carcinogenic human health risk exists at Areas A and C and a potential ecological risk exists at Areas A&B for lead. Additional Data Collection Investigation Report recommended Step 3b of ERA. Awaiting EPA review.	Continue with ERA (Step 3h)	To be determined following completion of CMS report.	3

Table 7-1. Description and Status of all SWMUs, AOCs, MNA Sites, and ECP Sites at NSRR, PR (cont.)

Site	Site Name	Status ¹	Status Comments/Details	Recommended Action	Potential Site Transfer Condition	ECP Category ²
SWMU 10	Substation 2/Building 90	4, 9, 12	CMS initiated and completed. NFA recommended in RCRA Part B permit renewal, however contamination level is greater than residential risk based concentration (RBC) value requiring a deed restriction.	NFA - Awaiting Part B Permit renewal / modification for final determination.	Proposed NFA w/ Deed Restrictions (Residential Developments: Soil - PCBs)	2
SWMU 11	Old Power Plant/Building 38	3	Building 38 interior was recharacterized and because engineering controls have been placed on the building, there is no risk to human health or environment. NFA recommended; awaiting EPA review.	Prepare a streamlined CMS for a Land Use Control to maintain existing engineering and institutional controls	Proposed NFA w/ Deed Restrictions (Interior of Building: PCBs)	3
SWMU 12	Fire Training Pit Oil/Water Separator	4	No contaminants of concern (COCs) identified during the RFI. NFA proposed in RCRA Part B permit renewal.	NFA - Awaiting Part B Permit renewal / modification for final determination.	Proposed NFA w/ No Restrictions	1
SWMU 13	Old Pest Control Shop/Building 258	9, 10	CMI Work Plan Design Package submitted and EPA approved. EPA is to modify permit with the proposed CMI.	Continue Corrective Measures Implementation - Awaiting Part B Permit renewal/modification	Proposed Corrective Action w/ No Restrictions	3
SWMU 14	Fire Training Pit Area	13	Further action is deferred until site is closed.	Perform RFI (FY05).	To Be Determined	3
SWMU 15	Station Hospital Incinerator	1	No knowledge or evidence of systematic and routine releases of hazardous wastes or constituents from this unit; RFI not required. Incinerator removed from this site in the fall of 1999.	None	NA	1
SWMU 16	Waste Explosives Storage Building 1666	1	No evidence of releases from this building was observed, and no knowledge or evidence of systematic and routine releases of hazardous wastes or constituents from this unit; RFI not required.	None	NA	1
SWMU 17	Building 1973 - Non-Flammable Hazardous Waste Storage	1	Former main non-flammable hazardous waste container storage facility for the base. No knowledge or evidence of systematic and routine releases of hazardous waste or constituents from this unit; RFI not required.	None	NA	1
SWMU 18	Building 2009 - Ignitable Hazardous Waste Storage	1	Former container storage building for ignitable hazardous wastes. No knowledge or evidence of systematic and routine releases of hazardous waste or constituents from this unit; RFI not required.	None	NA	1

Table 7-1. Description and Status of all SWMUs, AOCs, MNA Sites, and ECP Sites at NSRR, PR (cont.)

Site	Site Name	Status ¹	Status Comments/Details	Recommended Action	Potential Site Transfer Condition	ECP Category ²
SWMU 19	Building 121 - Pesticide Storage	1, 11C	RCRA closure submitted in June 1994 and approved by USEPA.	None	NFA w/ No Restrictions	2
SWMU 20	Tank Truck/Concrete Storage Pad near Building 860	1	Formerly used to temporarily store waste oil, fuels, and solvents generated at the drone refurbishing area. No visual evidence of releases was observed during inspections; RFI not required.	None	NA	1
SWMU 21	Mobile Floating Tanks	1	Not a unit in which hazardous waste is stored, therefore, not considered a SWMU.	None	NA	1
SWMU 22	Mobile Barges/SWOBS	1	Not a unit in which hazardous waste is stored, therefore, not considered a SWMU.	None	NA	1
SWMU 23	Oil Spill Oil/Water Separator Tanks	4	NFA proposed in the RCRA Part B permit renewal. Contamination to be addressed through deed restrictions.	NFA - Awaiting Part B Permit renewal / modification for final determination.	Proposed NFA w/ Deed Restrictions (Residential Development: Soil - benzo(a) pyrene, TPH)	2
SWMU 24	Oil Spill Oil/Water Separator and Adjoining Pad (VC-8 Bldg. 1625)	4	NFA proposed in the RCRA Part B permit renewal.	NFA - Awaiting Part B Permit renewal / modification for final determination.	Proposed for NFA w/ No Restrictions	2
SWMU 25	DRMO Storage Yard	13	Further investigations being completed under the RCRA operating permit closure.	Closure in accordance with RCRA TSD permit.	Proposed for NFA w/ No Restrictions	3
SWMU 26	Building 544 Area	4	NFA proposed in the RCRA Part B permit renewal.	NFA - Awaiting Part B Permit renewal / modification for final determination.	Proposed for NFA w/ No Restrictions	2
SWMU 27	Domestic Sewage Treatment Plant (Capehart Area)	1	Unit does not manage or generate RCRA hazardous wastes or constituents. No knowledge or evidence of systematic and routine releases of hazardous wastes or constituents from this unit; RFI not required.	None	NA	1
SWMU 28	Domestic Sewage Treatment Plant (Bundy Area)	1	Unit does not manage or generate RCRA hazardous wastes or constituents. No knowledge or evidence of systematic and routine releases of hazardous wastes or constituents from this unit; RFI not required.	None	NA	1

Table 7-1. Description and Status of all SWMUs, AOCs, MNA Sites, and ECP Sites at NSRR, PR (cont.)

Site	Site Name	Status ¹	Status Comments/Details	Recommended Action	Potential Site Transfer Condition	ECP Category ²
SWMU 29	Wastewater Treatment Plant (Industrial Area)	1	Unit does not manage or generate RCRA hazardous wastes or constituents. No knowledge or evidence of systematic and routine releases of hazardous wastes or constituents from this unit; RFI not required.	None	NA	1
SWMU 30	Former Incinerator Area (near SWMU 3)	4	NFA proposed in the RCRA Part B permit renewal. A deed restriction is necessary to prevent groundwater usage.	NFA - Awaiting Part B Permit renewal / modification for final determination.	Proposed NFA w/ Deed Restrictions (Groundwater usage: antimony and zinc)	2
SWMU 31	Waste Oil Collection Area/Building 31 and 2022	9, 10	Final CMI Work Plan Design Package submitted, EPA approved and awaiting public comment. A deed restriction is anticipated.	Continue CMI - Awaiting Part B Permit renewal/modification	Proposed Corrective Action w/ Deed Restrictions (Residential development: Soil - dioxin and furans)	3
SWMU 32	PWD Storage Yard/Battery Collection Area	9, 10	Final CMI Work Plan Design Package submitted, EPA approved and awaiting public comment. A deed restriction is anticipated.	Continue CMI - Awaiting Part B Permit renewal/modification	Proposed Corrective Action w/ Deed Restrictions (Residential development: Soil - dioxin and furans)	3
SWMU 33	Storage Pad Area/Building 379	1	Used for temporary storage of various wastes generated during aircraft maintenance. A new storage area was constructed to take place of the old area (SWMU 33). The new area has been designated SWMU 51. A RFI was not required at this SWMU.	None	NA	2
SWMU 34	Temporary Storage Area Fleet Squadron Eight Airfield	1	Used for temporary storage of waste fuels and paints. No knowledge or evidence of systematic and routine releases of hazardous wastes or constituents from this unit; RFI not required.	None	NA	1
SWMU 35	Oil/Water Separator Building 396	1	Unit does not manage or generate RCRA hazardous wastes or constituents. No knowledge or evidence of systematic and routine releases of hazardous wastes or constituents from this unit; RFI not required.	None	NA	1
SWMU 36	Oil/Water Separator Berthing Pier	1	Unit does not manage or generate RCRA hazardous wastes or constituents. No knowledge or evidence of systematic and routine releases of hazardous wastes or constituents from this unit; RFI not required.	None	NA	1

Table 7-1. Description and Status of all SWMUs, AOCs, MNA Sites, and ECP Sites at NSRR, PR (cont.)

Site	Site Name	Status ¹	Status Comments/Details	Recommended Action	Potential Site Transfer Condition	ECP Category ²
SWMU 37	Waste Oil Storage Area/Hangar 200	4	Replaced by another similar facility. NFA proposed in the RCRA Part B permit renewal. A deed restriction is required due to contamination	NFA - Awaiting Part B Permit renewal / modification for final determination.	Proposed NFA w/ Deed Restrictions (Residential Development: Soil - SVOCs and PCBs)	2
SWMU 38	Below Ground Sanitary/Storm Sewers	1	Below ground sanitary and storm sewer systems. No knowledge or evidence of systematic and routine releases of hazardous wastes or constituents from this unit; RFI not required.	None	NA	1
SWMU 39	Building 3158/Former Battery Drain Area	4	NFA proposed in the RCRA Part B permit renewal. A deed restriction is required to prevent unrestricted site usage.	NFA - Awaiting Part B Permit renewal / modification for final determination.	Proposed NFA w/ Deed Restrictions (Residential Development: Soil - arsenic (3.5mg/kg))	2
SWMU 40	Alpha Company Maintenance Yard Mobile Oil Tank	1	Mobile 300-gallon tank that was used as a temporary collection and storage point for waste oils. No knowledge or evidence of systematic and routine releases of hazardous wastes or constituents from this unit; RFI not required.	None	NA	1
SWMU 41	Building 3152 Wash Pad	1	Former open air, curbed, concrete pad used as a wash-pad to rinse off pesticide control equipment. The discharge point for the wash waters collected in the sump passes through a permitted outfall.	None	NA	2
SWMU 42	Water Purification Plant Lagoons	1	Used for disposal of sludges from the water purifications plant. No knowledge or evidence of systematic and routine releases of hazardous wastes or constituents from this unit; RFI not required.	None	NA	1
SWMU 43	Target Drone Drainage Ditch/Building 860	1	Former location of discarded fuel and oil from recovered target drones. Sampling did not identify hazardous constituents above action levels. An RFI was not required.	None	NA	2
SWMU 44	Aerial Target Systems Yard Drainage Ditch	1	Drainage ditch down-gradient from SWMU 43. As discussed in SWMU 43, the EPA is satisfied that this unit has been adequately investigated, and a RFI was not required.	None	NA	2

Table 7-1. Description and Status of all SWMUs, AOCs, MNA Sites, and ECP Sites at NSRR, PR (cont.)

Site	Site Name	Status ¹	Status Comments/Details	Recommended Action	Potential Site Transfer Condition	ECP Category ²
SWMU 45	PCB Spill Area/Old Power Plant	5, 6, 7, 12C	CMS initiated. An ERA through Step 3a was completed and indicates a need for Step 3b-Baseline ERA.	Continue with Baseline ERA (Step 3b).	To be determined following completion of CMS report.	3
SWMU 46	Pole Storage Yard Covered Pad	9, 10	CMI Work Plan Design Package submitted and EPA approved. EPA is to modify permit with the proposed CMI.	Continue CMI - Awaiting Part B Permit renewal/modification	Proposed Corrective Action w/ No Restrictions	3
SWMU 47	Satellite Disposal Areas	1	Former Satellite Accumulation Points throughout the base. No knowledge or evidence of systematic and routine releases of hazardous wastes or constituents from this unit; RFI not required.	None	NA	1
SWMU 48	Mobile Container Storage Rack/Building 3102	1	Formerly utilized as a temporary (less than 90 days) storage facility for waste oils and oil contaminated soils. No knowledge or evidence of systematic and routine releases of hazardous wastes or constituents from this unit; RFI not required.	None	NA	1
SWMU 49	500 Gallon Waste Oil Tank/Building 3188	1	No knowledge or evidence of systematic and routine releases of hazardous wastes or constituents from this unit; RFI not required.	None	NA	1
SWMU 50	Drum Storage Area/Building 3166	1	No knowledge or evidence of systematic and routine releases of hazardous wastes or constituents from this unit; RFI not required.	None	NA	1
SWMU 51	New AIMD Storage Pad/Building 379	4	Former hazardous substance storage pad. NFA proposed in the RCRA Part B permit renewal. A deed restriction is required to prevent unrestricted site usage.	NFA - Awaiting Part B Permit renewal / modification for final determination.	Proposed NFA w/ Deed Restrictions (Residential Development: Soil - SVOCs)	2
SWMU 52	Storage Pad near Building 3158	1	No knowledge or evidence of systematic and routine releases of hazardous wastes or constituents from this unit; RFI not required.	None	NA	1
SWMU 53	Building 64 - Malaria Control Building	9	CMS Final Report submitted and approved by the EPA. CMI is currently being developed to demolish the building and remove the soils.	Continue CMI - Awaiting Part B Permit renewal/modification	Proposed Corrective Action w/ No Restrictions	3
SWMU 54	Building 1914 - Former NEX Repair/Maintenance Shop	7	RFI Report submitted and EPA approved. CMS is pending to address TCE in groundwater.	Prepare CMS report.	To be determined following completion of CMS report.	3

Table 7-1. Description and Status of all SWMUs, AOCs, MNA Sites, and ECP Sites at NSRR, PR (cont.)

Site	Site Name	Status ¹	Status Comments/Details	Recommended Action	Potential Site Transfer Condition	ECP Category ²
SWMU 55	Potential Source Area and Associated TCE Plume at Tow Way Fuel Farm	7	New SWMU added from SWMU 7 and 8. CMS needs to be performed to address TCE in groundwater.	Prepare CMS report.	To be determined following completion of CMS report.	3
AOC A	Torpedo Shop	1	No knowledge or evidence of systematic and routine releases of hazardous wastes or constituents from this unit; RFI not required.	None	NA	1
AOC B	Former Building 25 Area	4, 9	CMS Final Report submitted which recommended NFA. Awaiting EPA review.	NFA - Awaiting Part B Permit renewal / modification for final determination.	Proposed for NFA w/ No Restrictions	2
AOC C	Transformer Storage Pads near Building 2042	9, 10	CMI Work Plan Design Package submitted and EPA approved. Awaiting EPA to submit Part B Permit renewal/modification.	Continue CMI - Awaiting Part B Permit renewal/modification	Proposed Corrective Action w/ No Restrictions	3
AOC D	Sediments	4	NFA proposed in RCRA Part B permit renewal. Sediment investigation conducted with associated SWMUs.	NFA - Awaiting Part B Permit renewal / modification for final determination.	Proposed for NFA w/ No Restrictions	2
MNA 124	Four USTs at Bldg. 124	14	Soil contamination at MNA 124 has decreased to undetectable limits and one more annual soil monitoring event is scheduled to be conducted; also, due to persisting groundwater contamination, groundwater monitoring will continue to be conducted at monitoring wells MW2 and MW5.	Continue groundwater monitoring.	Proposed for NFA w/ No Restrictions	3
MNA 520	Four USTs at Bldg. 520	14	Due to persistent groundwater contamination, the original MNA 520 groundwater monitoring protocol is continuing.	Continue groundwater monitoring.	Proposed NFA w/ Deed Restrictions (Groundwater usage)	3
MNA 731	UST at Bachelor's Enlisted Quarters (BEQ) Bldg. 731	14	Due to persistent TPH soil contamination, the original MNA 731 soil and groundwater monitoring protocols are continuing for TPH only.	Continue groundwater monitoring.	Proposed NFA w/ Deed Restrictions (Groundwater usage)	3
MNA 734	UST at BEQ Bldg. 734	14	Due to persistent groundwater contamination, the original MNA 1738 groundwater monitoring protocol is continuing.	Continue groundwater monitoring.	Proposed NFA w/ Deed Restrictions (Groundwater usage)	3
MNA 735	UST at BEQ Bldg. 735	14	Due to persistent TPH groundwater contamination, the original MNA 735 annual groundwater monitoring protocols are continuing for TPH only.	Continue groundwater monitoring.	Proposed NFA w/ Deed Restrictions (Groundwater usage)	3

Table 7-1. Description and Status of all SWMUs, AOCs, MNA Sites, and ECP Sites at NSRR, PR (cont.)

Site	Site Name	Status ¹	Status Comments/Details	Recommended Action	Potential Site Transfer Condition	ECP Category ²
MNA 1995	AST West of Tow Way Fuel Farm	14	Due to persistent groundwater contamination, the original MNA 1995 groundwater monitoring protocol is continuing.	Continue groundwater monitoring.	Proposed NFA w/ Deed Restrictions (Groundwater usage)	3
MNA 1738	Three USTs at Bldg. 1738	14	Due to persistent groundwater contamination, the original MNA 1738 groundwater monitoring protocol is continuing.	Continue groundwater monitoring.	Proposed NFA w/ Deed Restrictions (Groundwater usage)	3
MNA 2842B	UST at Bldg. 2842	14	Due to the existence of free product contaminating the groundwater at the site, monitoring is continuing at MW1 and MW5 on a quarterly basis.	Continue groundwater monitoring.	Proposed NFA w/ Deed Restrictions (Groundwater usage)	3
ECP 1	Active Small Arms Range	13	Further action is deferred until site is closed.	None	Proposed transfer to Federal agency	3
ECP 2	Hangar 200 Apron	7, 12A	ECP Phase 1&2 indicates that this site may pose a potential health risk for lead contamination in drainage ditch sediments.	Continue with streamlined CMS (soil removal) or Interim Corrective Measure	To be determined	3
ECP 3	Facility No. 278 POL Drum Storage Area	5	ECP Phase 1&2 indicates that site soils/GW may pose a potential risk.	Complete RCRA Facility Investigation	To be determined	3
ECP 4	Rifle Range at Punta Puerca	1	ECP Phase 1&2 did not find any indication of a release at this site.	NFA – Awaiting Part B Permit renewal / modification for final determination.	Proposed for NFA w/ No Restrictions	1
ECP 5	Former Vehicle Maintenance and Refueling Area	7, 12A	ECP Phase 1&2 indicates that this site may pose a potential health risk for lead contamination in site soils	Continue with streamlined CMS (soil removal) or Interim Corrective Measure	To be determined	3
ECP 6	Former Landfill at the Marina	5	ECP Phase 1&2 indicates that site soils/groundwater may pose a potential risk.	Complete RCRA Facility Investigation	To be determined	3
ECP 7	Former Bundy Area Maintenance Facility	7, 12A	ECP Phase 1&2 indicates that site soils may pose a potential risk.	Continue with streamlined CMS (soil removal) or Interim Corrective Measure	To be determined	3
ECP 8	Former Bundy Disposal Area	5	ECP Phase 1&2 indicates that site soils may pose a potential risk.	Complete RCRA Facility Investigation	To be determined	3
ECP 9	Former Pistol Range at BEQ	1	ECP Phase 1&2 did not find any indication of a release at this site.	NFA - Awaiting Part B Permit renewal / modification for final determination.	Proposed for NFA w/ No Restrictions	1
ECP 10	Former Skeet Range at Ofstie Airfield	1	ECP Phase 1&2 did not find any indication of a release at this site.	NFA - Awaiting Part B Permit renewal / modification for final determination.	Proposed for NFA w/ No Restrictions	1

Table 7-1. Description and Status of all SWMUs, AOCs, MNA Sites, and ECP Sites at NSRR, PR (cont.)

Site	Site Name	Status ¹	Status Comments/Details	Recommended Action	Potential Site Transfer Condition	ECP Category ²
ECP 11	Former UST No. 208	1	ECP Phase 1&2 did not find any indication of a release at this site.	NFA - Awaiting Part B Permit renewal / modification for final determination.	Proposed for NFA w/ No Restrictions	1
ECP 12	Former UST No. 289	1	ECP Phase 1&2 did not find any indication of a release at this site.	NFA - Awaiting Part B Permit renewal / modification for final determination.	Proposed for NFA w/ No Restrictions	1
ECP 13	Former Gas Station	5	ECP Phase 1&2 indicates that site soils/groundwater may pose a potential risk.	Complete RCRA Facility Investigation	To be determined	3
ECP 14	Former Southern Fire Training Area	5	ECP Phase 1&2 indicates that site soils may pose a potential risk.	Complete RCRA Facility Investigation	To be determined	3
ECP 15	Aircraft Parking Area	7, 12A	ECP Phase 1&2 indicates that site soils may pose a potential health risk for lead contamination.	Continue with streamlined CMS (soil removal) or Interim Corrective Measure	To be determined	3
ECP 16	Disposal Area Northwest of Landfill	5	ECP Phase 1&2 indicates that site soils/groundwater may pose a potential risk.	Complete RCRA Facility Investigation	To be determined	3
ECP 17	Quarry Disposal Site	5	ECP Phase 1&2 indicates that site soils/groundwater may pose a potential risk.	Complete RCRA Facility Investigation	To be determined	3
ECP 18	Building 31 - Public Works Department	1	ECP Phase 1&2 did not find any indication of a release at this site.	NFA - Awaiting Part B Permit renewal / modification for final determination.	Proposed NFA w/ Deed Restrictions (Groundwater usage: barium and vanadium)	1
ECP 19	DRMO Scrap Metal Recycling Yard	7, 12A	ECP Phase 1&2 indicates that this site soils/groundwater may pose a potential risk.	Continue with streamlined CMS (soil removal) or Interim Corrective Measure	To be determined	3
ECP 20	Fuel Pipelines and Hydrant Pits	5	ECP Phase 1&2 indicates that site soils/groundwater may pose a potential risk.	Complete RCRA Facility Investigation	To be determined	3
ECP 21	Building 803	5	ECP Phase 1&2 indicates that this site may pose a potential risk.	Complete RCRA Facility Investigation	To be determined	3
ECP 22	Building 2300	5	Navy indicates that this site will continue to be utilized for its current function through a Fed-to-Fed transfer to the Dept. of Army.	Complete RCRA Facility Investigation	To be determined	3
ECP 23	Pineros and Cabeza de Perro Islands	2	Potential for MEC due to historic training activities.	None	Proposed NFA w/ Deed Restrictions (wildlife refuge; no human usage)	3

Table 7-1. Description and Status of all SWMUs, AOCs, MNA Sites, and ECP Sites at NSRR, PR (cont.)

Site	Site Name	Status ¹	Status Comments/Details	Recommended Action	Potential Site Transfer Condition	ECP Category ²
Apron Parcel	Ofstie Airfield Airplane Aprons	1	Miscellaneous historic minor releases of hazardous substances and petroleum products.	None	NA	2
Waterfront Parcel	Waterfront Area south of Forrestal Dr. between Pier 1 and Breton St.	1	Miscellaneous historic minor releases of hazardous substances and petroleum products.	None	NA	2
Moscrip Parcel	Camp Moscrip Area	1	Miscellaneous historic minor releases of hazardous substances and petroleum products.	None	NA	2
Spill Parcel	1999 JP-5 Fuel Spill Impact Area	1	Natural Resources Damage Assessment conducted; no long-term impacts anticipated.	NFA	NA	2

¹Status Codes

- | | |
|---------------------------------------|--|
| 1 No work required | 10 Remedial Design |
| 2 Investigations pending | 11 Corrective Measure Implementation |
| 3 Under Investigation | 12 Interim Corrective Measure |
| 4 Removal from Permit pending | A - Planned |
| 5 Additional Investigations required | B - Underway |
| 6 Ecological Risk Assessment | C - Completed |
| 7 Corrective Measures Study pending | 13 Further action deferred |
| 8 Corrective Measures Study underway | 14 Under Long-term Monitoring; No Further Action anticipated |
| 9 Corrective Measures Study completed | |

²ECP Category Codes

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.
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.
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.

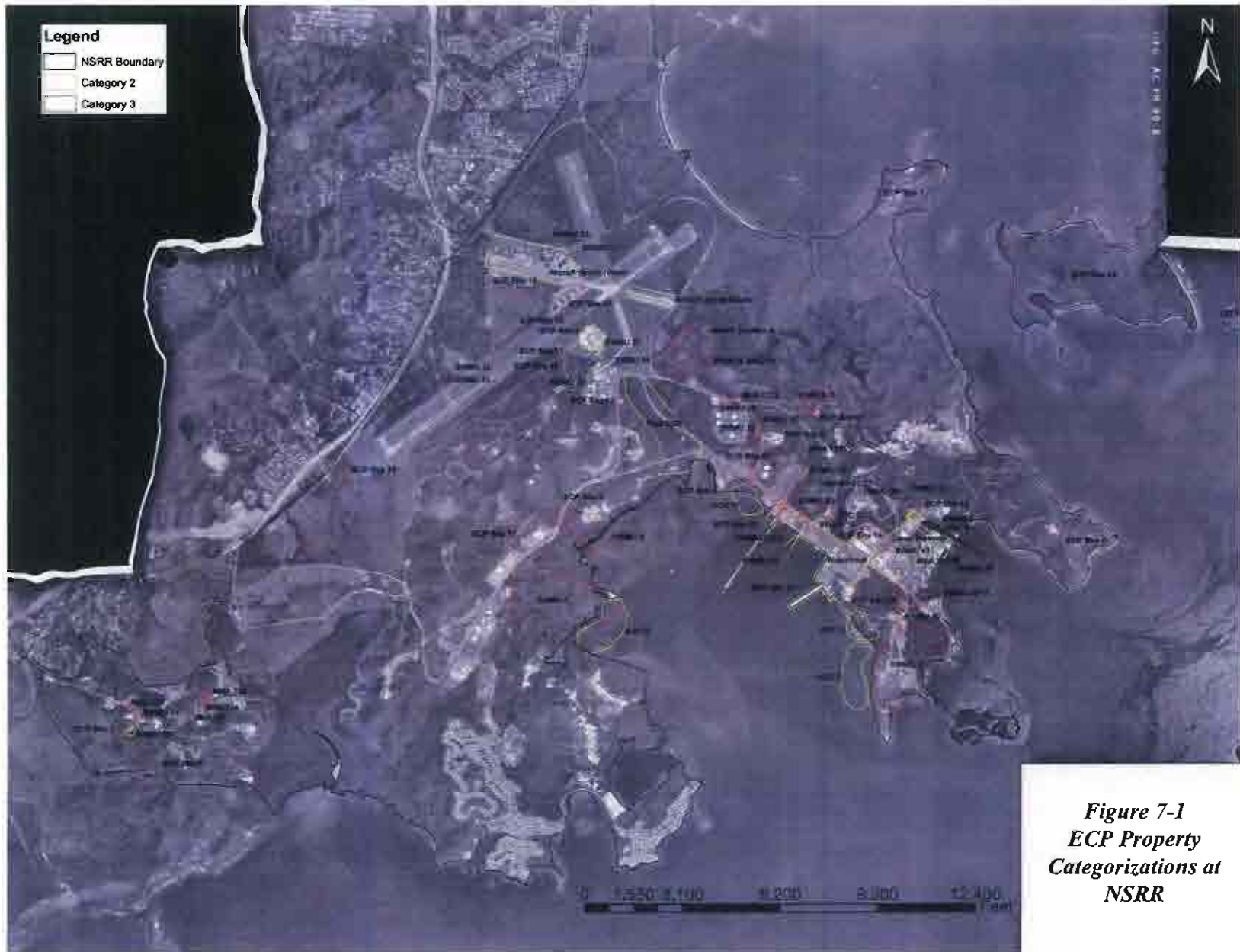


EXHIBIT B

RCRA 7003 ADMINISTRATIVE ORDER ON CONSENT

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY

IN THE MATTER OF:)
)
United States)
The Department of the Navy,)
)
Naval Activity Puerto Rico,)
formerly Naval Station Roosevelt Roads)
Puerto Rico,)
)
)
RESPONDENT,)
)
)
Proceeding under Section 7003 of)
the Solid Waste Disposal Act, as amended)
42 U.S.C. Section 6973.)
_____)

EPA DOCKET NO.
RCRA-02-2007-7301

RCRA § 7003 ADMINISTRATIVE ORDER ON CONSENT

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ATTACHMENTS

ATTACHMENT I Documentation of Releases at Naval Activity Puerto Rico

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Environmental Impacts

ATTACHMENT III Scope of Work for a Full RCRA Facility Investigation (RFI)

ATTACHMENT IV Scope of Work for a Corrective Measure Study

I. INTRODUCTION

1. This Administrative Order on Consent (Consent Order) is entered into voluntarily by the United States Environmental Protection Agency (EPA) and Respondent, The United States Department of the Navy. The Order is intended to set out the Navy's corrective action obligations under the Resource Conservation and Recovery Act ("RCRA") and replaces the 1994 RCRA permit as the document memorializing these obligations concerning the Naval Activity Puerto Rico (formerly Naval Station Roosevelt Roads) base.

2. This Consent Order provides for the performance by Respondent of the following: implementation of RCRA Facility Investigations (RFIs) at certain units, implementation of Interim Measures at certain units, completion of Corrective Measures Studies (CMSs) at certain units, submission of work plans to complete CMSs to determine the final remedy for certain units, submission of Corrective Measures Implementation (CMI) plans to implement the selected final remedy(ies), completion of public notice and comment on any CMI plans (and RFI and CMS as appropriate), implementation of those CMI Plans as modified based on public comments, submission to EPA of acceptable Closure Plans for SWMU #3 in lieu of CMS and/or CMI plans for that unit, and documentation that acceptable institutional controls are in effect to prevent future inappropriate usage of portions of the Facility and/or the groundwater in certain portions of the Facility. The Respondent had previously been implementing this work at certain of the units under its RCRA permit issued in 1994. This Consent Order also requires Respondent to perform any Additional Work that may be required by Section VIII Paragraph 22 of this Consent Order (Notification and Additional Work Requirements for Newly-discovered Releases) and/or Section IX (EPA Approvals and Additional Work). The Navy's obligations are, however, subject to the provisions of Section X which allow for the transfer of work responsibility to third parties.

3. In entering into this Consent Order, the mutual objectives of EPA and Respondent are to identify, investigate, remedy, and/or prevent the potential endangerment to human health and/or the environment from activities involving "solid waste" and "hazardous waste" and to ensure that the Work ordered by EPA be designed and implemented to protect human health and the environment. These activities are outlined below in Section VIII (Work To Be Performed). Respondent shall fund and perform the Work in accordance with plans, standards, specifications and schedules set forth in this Consent Order or developed by Respondent and approved by EPA pursuant to this Consent Order.

4. EPA has previously notified the Commonwealth of Puerto Rico of this action pursuant to Section 7003(a) of RCRA, 42 U.S.C. § 6973(a).

II. JURISDICTION

5. This Consent Order is issued under the authority vested in the Administrator of EPA by Section 7003 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6973, as further defined below, which authority has been delegated to the Regional Administrator of EPA Region 2.

6. Respondent agrees to undertake and complete all actions required by the terms and conditions of this Consent Order. In any action by EPA to enforce the terms of this Consent Order, Respondent consents to and agrees not to contest the authority or jurisdiction of the EPA to issue or enforce this Consent Order, and agrees not to contest the validity of this Consent Order or its terms or conditions.

III. PARTIES BOUND

7. This Consent Order, and the responsibilities and obligations it imposes, shall apply to and bind Respondent and, in their official capacity, Respondent's employees, agents, successors and assigns.

8. Regardless of Respondent's employ of, or contractual agreement with, any entity, Respondent remains ultimately liable for failure to carry out, or comply with, any term or condition imposed by this Consent Order. It shall not be a defense to any violation of this Consent Order that the supervisory personnel, contractor, laboratory or consultant committing the violation was not informed of the requirements of this Consent Order

9. All contractual agreements entered into by Respondent aimed at satisfying its responsibilities or obligations under this Consent Order shall strictly comply with the terms and conditions of this Consent Order. In addition, Respondent shall, within one week of the effective date of this Consent Order and immediately, upon hiring, provide a copy of this Consent Order, and any relevant attachments, to all Respondent project management personnel and prime contractors, retained to conduct, monitor or perform any work pursuant to this Consent Order. All Respondent personnel and prime contractors shall perform such work in accordance with the requirements of this Consent Order.

10. Respondent shall give notice, and a copy, of this Consent Order to any successor in interest prior to any transfer of ownership or operation of the Facility (as defined in Section IV below) and shall notify EPA's designated contact ninety (90) days prior to any such transfer. Nothing in this Consent Order shall be read to waive any requirements of the Community Environmental Response Facilitation Act, Public Law 102-426.

11. No change in the Navy's organizational form or in the ownership of the "Facility" (as defined in Section IV below) shall in any way alter or alleviate Navy's responsibility and obligation to carry out all the terms and conditions of this Consent Order. However, the Navy and EPA expect that the Navy will sell and/or otherwise convey various parcels or segments of the Facility to various third parties at which time EPA expects to issue a separate order to such third parties requiring the performance of any remaining corrective action tasks related to the transferred parcel and to suspend the tasks to be performed under this Consent Order to reflect such changes. This process is further detailed in Section X, below.

IV. DEFINITIONS

12. Unless otherwise expressly provided herein, terms used in this Consent Order that are defined in the RCRA statute shall have the meaning assigned to them in that statute. Whenever the terms listed below are used in this Consent Order the following definitions apply:

“AOC” shall mean Area of Concern, i.e., an area being addressed pursuant to Section 3005 © of RCRA, 42 U.S.C. 6925© (Section 212 of HSWA), and its corresponding regulations published in 40 C.F.R. § 270.32 (b)(2), the “Omnibus Provisions.”

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

“Day” shall mean a calendar day unless expressly stated otherwise.

“Effective Date” shall be the date on which EPA signs this Consent Order following the public comment period which is held pursuant to Section XXVIII (Public Comment on this Consent Order).

“EQB” shall mean the Environmental Quality Board of the Commonwealth of Puerto Rico.

“Facility,” unless otherwise indicated, shall mean the entire Naval Activity Puerto Rico (formerly Naval Station Roosevelt Roads) base which has been operated by the United States Department of the Navy and which is approximately 8,600 acres on the east Coast of Puerto Rico in the municipality of Ceiba, and two adjacent, offshore islands (Pineros and Cabeza de Perro). A fuller description of the Facility appears in Section V.6, below.

“Navy” shall mean the United States Department of the Navy.

“RCRA” shall mean the Solid Waste Disposal Act, as amended by various statutes including the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*

“Respondent” shall mean the United States Department of the Navy (“Navy”).

“Third Party” shall mean one or more parties, and their successors and assigns, that are not parties to this Order, and may include prospective purchasers of one or more parcels of the Facility and/or other parties that may otherwise acquire one or more parcels of the Facility.

“SOW” shall mean Scope of Work that is attached to this Consent Order.

“SWMU” shall mean solid waste management unit as that term is applied in 40 CFR § 264.101.

“Work” shall mean all the activities and requirements specified in Section VIII (Work To Be Performed) of this Consent Order but does not include other obligations imposed by other paragraphs of this Consent Order.

V. FINDINGS OF FACT

13. 1. Navy is an Operator of a Hazardous Waste Storage or Disposal Facility:

Navy has been a "generator" of "hazardous waste" and the "operator" of a hazardous waste "storage" "facility," which constituted an "existing Hazardous Waste Management facility" (HWMF), as those terms are defined at 40 C.F.R. § 260.10. The Navy facility that is the subject of this Consent Order is located mostly on the east end of the island of Puerto Rico near the town of Ceiba, but also includes two adjacent, offshore islands (Pineros and Cabeza de Perro) (together, hereinafter referred to as "Naval Activity Puerto Rico", "the Facility," or "Navy's Facility").

2. Navy is a "Person":

Navy is a "person" as defined by Section 1004(15) of the Act, 42 U.S.C. § 6903(15). Pursuant to Section 6001 of the Act, 42 U.S.C. § 6961, Navy is subject to all federal, state, interstate, and local requirements, both substantive and procedural, to the same extent as any "person," as that term is defined in Section 1004(15) of RCRA, 42 U.S.C. § 6903(15), is subject to such requirements.

3. Notification and Interim Status:

Pursuant to Section 3010 of the Act, 42 U.S.C. § 6930, in 1980, Navy notified EPA of its hazardous waste activity, as that term is defined by Section 1004(5) of the Act, 42 U.S.C. § 6903(5) and requested the issuance of an EPA Hazardous Waste Identification number. In this notification, Navy identified itself as a generator of hazardous waste and an owner and operator of a hazardous waste treatment, storage, and disposal facility; and Navy established itself as the owner of the Facility as the term "owner" is used under RCRA.

The Navy filed its original Part A of the Hazardous Waste Permit Application on November 7, 1980, and pursuant to 40 CFR § 270.10(e) constituted an "existing Hazardous Waste Management facility" (HWMF). Pursuant to 40 CFR § 270.70 the Navy was subject to the requirement to have a RCRA permit, and pursuant to 40 CFR § 270.70 through 40 CFR § 270.73 has operated since November 7, 1980 as an HWMF.

4. Hazardous Waste Permit Application:

The Navy revised its Part As on April 26, 1988, January 31, 1992, June 10, 1999, June 1, 2001, July 24, 2001, October 3, 2003, and March 30, 2004. The July 24, 2001 Part A, which is a recent Part A that has information on the full range of wastes formerly managed at the Facility, identifies the hazardous waste activity by process code S01, storage, and indicates the presence of 6 such units, with a process design capacity to store 18,645 gallons of hazardous waste. The July 24, 2001 Part A indicates that the following hazardous wastes (pursuant to 40 CFR §§ 261.23 and/or 261.24 for "D" wastes and 261.31 for "F" wastes), among others, were authorized to be stored at the Facility:

- D001 -a solid waste exhibiting the characteristic of ignitability.
- D002 -a solid waste exhibiting the characteristic of corrosivity.
- D006 -a solid waste exhibiting the toxicity characteristic for cadmium.
- D007 -a solid waste exhibiting the toxicity characteristic for chromium.
- D008 -a solid waste exhibiting the toxicity characteristic for lead.
- D009 -a solid waste exhibiting the toxicity characteristic for mercury.
- D011 -a solid waste exhibiting the toxicity characteristic for silver.
- D018 -a solid waste exhibiting the toxicity characteristic for benzene.
- D027 -a solid waste exhibiting the toxicity characteristic for 1, 4-dichlorobenzene.
- D035 -a solid waste exhibiting the toxicity characteristic for methyl ethyl ketone.
- F001- spent halogenated solvents used in degreasing.
- F002- spent halogenated solvents and still bottoms from the recovery of such spent solvents.
- F003- spent non-halogenated solvents and still bottoms from the recovery of such spent solvents.
- F005- spent non-halogenated solvents and still bottoms from the recovery of such spent solvents.

5. Hazardous Waste Permit

The Navy submitted the Part B of the Hazardous Waste Permit Application on April 26, 1988. The Part B was modified by subsequent amendments dated December 1, 1988; June 15, 1990; October 29, 1991 and January 1, 1992 (hereafter referred to as the Application). Based on the Application, a RCRA permit was issued by EPA and became effective on November 28, 1994. The RCRA Permit authorized continued storage of hazardous waste in containers at designated hazardous waste storage units, all located inside the Defense Reutilization and Marketing Organization (DRMO) compound at the Facility. The RCRA Permit also imposed corrective action investigation and other requirements at solid waste management units (SWMUs) and areas of concern (AOCs) throughout the Facility, where releases of solid and/or hazardous waste and hazardous constituents were considered to have possibly occurred. On June 10, 1999 the Navy submitted a Part B application to renew its RCRA Permit. The renewal application was amended

on May 8, 2000, June 1, 2001, July 3 and July 24, 2001, November 8, 2001, March 27, 2002, May 22, 2003, October 6, 2003, March 30, 2004 and Sept. 20, 2004. Pursuant to 40 CFR § 270.51, the Navy's RCRA permit was administratively extended based on the submission of its Part B renewal application.

On February 3, 2004, the Navy submitted a letter to EPA indicating that it planned to cease using its six permitted hazardous waste container storage units (HWCSUs), and to close them pursuant to the requirements of the RCRA permit. The letter indicated that future hazardous waste generated at the Facility will be stored in an alternative "less than 90 day" storage unit, which would not require a RCRA permit. The Navy subsequently has indicated that the six HWCSUs have all been emptied of hazardous waste, and are being closed pursuant to the requirements of the closure plan in the 1994 RCRA permit.

6. Facility Description:

The Facility, formerly Naval Station Roosevelt Roads, is located on the east coast of Puerto Rico in the municipality of Ceiba, approximately 33 miles southeast of San Juan. The nearest major town is Fajardo, which is 10 miles north of the station. The Facility occupies approximately 8,600 acres and, except for two adjacent, unpopulated offshore islands (Píneros and Cabeza de Perro) off the northeast coast of the Facility, is bordered on all sides but the west by the marine waters of the Atlantic Ocean, Caribbean Sea, Vieques Passage. According to information supplied by the Navy, approximately 2,900 acres of the Facility are designated wetlands. The Facility was used as a military base from 1940 until March 31, 2004. The Facility includes a port facility and a major airfield complex. According to information available to EPA, the Facility contains small arms ranges, but no bombing ranges, and no known waste munition open burning/open detonation areas (OB/OD), except for three possible abandoned areas at the peninsula on Punta Medio Mundo where the currently active small arms range is located. Groundwater has not been used as a drinking water or potable water source at the Facility. For over 30 years, the Facility has obtained drinking and potable water from a water treatment plant that receives raw water from the Rio Blanco.

The Facility ceased operation as an active Naval Station on March 31, 2004, at which point it was designated Naval Activity Puerto Rico. The Navy currently retains jurisdiction, custody and control of the Facility and maintains the Facility in preparation for sale and/or transfer of the property, which is currently targeted to begin in 2006.

7. Solid Waste Management Units and Areas of Concern at the Facility

A. Solid Waste Management Units (SWMUs): Pursuant to Section 3004(u) of RCRA, 42 U.S.C. § 6924(u) (Section 206 of HSWA), and its corresponding regulations published in 40 C.F.R. § 264.101, the following SWMUs have been identified at the Facility.

1) A total of fifty two (52) SWMUs were identified in the 1994 RCRA

permit issued to the Navy, based on the RCRA Facility Assessment (RFA), dated November 1988, supplemented by a June 1993 follow-up visual site inspection (VSI) discussed below. The RFA for Naval Station Roosevelt Roads included a Preliminary Assessment (PA) (i.e., a review of available information available to EPA in its own files and those made available by the Navy), and a VSI. The VSI was conducted in August, 1988. The follow-up VSI inspection was conducted in June, 1993 to update the data gathered during the 1988 VSI. Based on the PA, VSI, and follow-up VSI, SWMUs were characterized as to their release potential and evaluated as to which media could be affected.

2) A total of twenty five (25) additional SWMUs have been identified subsequent to issuance of the 1994 RCRA permit. Two of the new SWMUs (#53 and #54) were first identified in the May 31, 2000 "RCRA Quarterly Progress Report" submitted to EPA by the Navy. A third new SWMU (#55) was previously being addressed in conjunction with the releases from SWMUs #7 & #8 (Tow Way Fuel Farm); however, it was identified as a separate SWMU in EPA's letter of February 24, 2004. In addition, 22 SWMUs have been identified based on the "*July 2005 ECP Report Environmental Condition of Property Report*" (the July 2005 ECP Report), which was developed by the Navy.

3). Thus, a total of seventy seven (77) SWMUs have been identified at the Facility. They are listed below, and are described more fully in the RFA and July 2005 ECP Report, discussed above. The defined SWMUs at the Facility are:

SWMU 1 - former Army Cremator disposal site

SWMU 2 - former Langley Drive disposal site

SWMU 3 - the Facility's non-hazardous landfill

SWMU 4 - oil/water separator at Building 860

SWMU 5 - miscellaneous metal dumpsters

SWMU 6 - Building 145 - uncontrolled waste paint storage area

SWMUs 7/8 - Tow Way Fuel Farm free product plumes and sludge disposal pits

SWMU 9 - Tanks 212 through tank 217 sludge disposal pits

SWMU 10 - Transformer Substation 2

SWMU 11 - interior areas of Building 38 (Old Power Plant)

SWMU 12 - oil/water separator at Fire Training Area

SWMU 13 - Building 258 - former Pest Control Area

SWMU 14 - Fire Training Pit at Crash Crew Area

SWMU 15 - former hospital incinerator

SWMU 16 - Building 1666 - waste explosive storage building

SWMU 17 - Building 1973 - hazardous waste container storage area

SWMU 18 - Building 2009 - hazardous waste container storage area

SWMU 19 - Building 121 - closed pesticide storage area

SWMU 20 - Building 860 waste oil storage area

SWMU 21 - floating oil spill clean-up “donuts”

SWMU 22 - Ship Waste Offload Barges

SWMU 23 - “first stage” oil/water separators at Fuel Pier

SWMU 24 - “second stage” oil/water separators at Fuel Pier

SWMU 25 - Defense Reuse and Marketing Organization (DRMO) storage yard

SWMU 26 - uncontrolled storage area at Building 544

SWMU 27 - Capehart Sewage Treatment Plant

SWMU 28 - Bundy Sewage Treatment Plant

SWMU 29 - Industrial Area wastewater treatment plant

SWMU 30 - former waste oil incinerator

SWMU 31 - uncontrolled storage are near Building 31 and 2022

SWMU 32 - discarded battery storage area at Building 31

SWMU 33 - waste storage area at Building 379

SWMU 34 - waste oil and fuels storage area at Airfield

SWMU 35 - oil/water separator at Building 396

SWMU 36 - oil/water separator at Berthing Pier

SWMU 37 - waste oil and fuels storage area at hanger 200 at airfield

SWMU 38 - sanitary and storm water sewer systems

SWMU 39 - Building 3158 battery fluid drainage area

SWMU 40 - waste oil accumulation tank at Alpha Company Maintenance
Yard

SWMU 41 - Building 3152 pesticide storage area

SWMU 42 - water purification plant lagoons

SWMU 43 - Building 860 concrete storm water drain

SWMU 44 - Aerial Target Yard storm water drainage ditch

SWMU 45 - exterior areas of Old Power Plant(Building 38)

SWMU 46 - transformer storage pad at Public Works Department

SWMU 47 - miscellaneous "satellite" disposal areas

SWMU 48 - waste oil storage rack near building 3102

SWMU 49 - waste oil accumulation tank near building 3188

SWMU 50 - uncontrolled storage area near building 3166

SWMU 51 - waste storage pad at Building 379

SWMU 52 - waste storage pad at Building 3158

SWMU 53 - Building 64 - former malaria control shop

SWMU 54 - Building 1914 - former automobile repair shop

SWMU 55 - Trichloroethene (TCE) Groundwater Plume at Tow Way Fuel Farm.

SWMU 56 (a/k/a ECP 2)- Hanger 200 Apron

SWMU 57 (a/k/a ECP 3) - Facility No. 278 POL Drum Storage Area

SWMU 58 (a/k/a ECP 4) - Rifle Range at Punta Puerca

SWMU 59 (a/k/a ECP 5) - Former Vehicle Maintenance and Refueling Area

SWMU 60 (a/k/a ECP 6) - Former Landfill at the Marina

SWMU 61 (a/k/a ECP 7) - Former Bundy Area Maintenance Facilities

SWMU 62 (a/k/a ECP 8) - Former Bundy Disposal Area

SWMU 63 (a/k/a ECP 9) - Former Pistol Range at BEQ

SWMU 64 (a/k/a ECP 10) - Former Skeet Range at Ofstie Field

SWMU 65 (a/k/a ECP 11) - Former UST No. 208

SWMU 66 (a/k/a ECP 12) - Former UST No. 289

SWMU 67(a/k/a ECP 13) - Former Gas Station

SWMU 68 (a/k/a ECP 14) - Former Southern Fire Training Area

SWMU 69 (a/k/a ECP 15) - Aircraft Parking Area

SWMU 70 (a/k/a ECP 16) - Disposal Area Northwest of Landfill

SWMU 71 (a/k/a ECP 17) - Quarry Disposal Site

SWMU 72 (a/k/a ECP 18) - Building 31 -Public Works Dept.

SWMU 73 (a/k/a ECP 19) - DRMO Scrap Metal Recycling Yard

SWMU 74 (a/k/a ECP 20) - Fuel Pipelines and Hydrant Pits

SWMU 75 (a/k/a ECP 21) - Building 803

SWMU 76 (a/k/a ECP 22) - Building 2300

SWMU 77 (a/k/a ECP 1) - small arms range and possible former open burning/open detonation (OB/OD) areas located on peninsula on Punta Medio Mundo

- B. Areas of Concern (AOC): Pursuant to Section 3005 © of RCRA, 42 U.S.C. 6925© (Section 212 of HSWA), and its corresponding regulations published in 40 C.F.R. § 270.32 (b)(2), the Director of the Division of Environmental Planning and Protection ("the Director") may impose other terms and conditions in a RCRA permit as the Director determines necessary to protect human health and the environment. Under that authority, AOCs requiring corrective action work may be identified. The AOCs that have been identified at the Facility are listed below and described more fully in the RFA and July 2005 ECP Report discussed above.

AOC A - Torpedo Shop

AOC B - uncontrolled waste storage area at former Building 25

AOC C - transformer storage pads near building 2042

AOC D - Ensenada Honda sediments

AOC E (a/k/a ECP 23) - offshore islands Pineros and Cabeza de Perro

AOC F - Monitored Natural Attenuation Sites 124, 731, 734, 2842B, 1738, and 520¹, and 735 and 1995².

- C. Determination Of Corrective Action Complete

- 1) Corrective Action Complete determinations are made pursuant to the February 13, 2003 EPA guidance document "*Guidance on Completion of Corrective Action Activities at RCRA Facilities*", notice of which was published in the Federal Register Volume 68, No 37, February 25, 2003. Two types of Completion Determinations are recognized:

¹ As described in the December 2003 "Year 3 Summary Report for Monitored Natural Attenuation Sites 124, 731, 734, 2842B, 1738, and 520" prepared for the Navy by CH2MHILL.

² As indicated in the April 2004 "Year 2003 Summary Report and Groundwater Test Results for UST Sites 735 and 1995" prepared for Naval Activity Puerto Rico by BoksoMoni Environmental, under contract with Cape Environmental.

- a) Corrective Action Complete without Controls, and
 - b) Corrective Action Complete with Controls.
-
- 2) A determination of Corrective Action Complete with Controls does not preclude the Director from requiring the Respondent to perform continued or periodic monitoring of air, soil, groundwater, surface water or subsurface gas, if necessary to protect human health and the environment, when site-specific circumstances indicate that release(s) of hazardous waste or hazardous constituents are likely to occur from a SWMU or AOC at the Facility.
 - 3) A determination of Corrective Action Complete without Controls, or with Controls, does not preclude the Director from requiring the Respondent to perform further investigations, studies, or corrective measures at a later date after a unit or units constituting all or part of a SWMU or AOC is taken out of service and/or if new information or subsequent analysis indicates a release or likelihood of a release from a SWMU or AOC at the Facility that is likely to pose a threat to human health or the environment.
 - 4) Subject to completion of public notice and possible changes in response to public comment, Corrective Action Complete without Controls determinations are approved for the following 5 SWMUs and 2 AOCs:

SWMUs #6, # 12, #24, #25, #26, and AOC B and AOC D. The Corrective Action Complete without Controls determination for SWMU # 25 (DRMO Storage Yard) is contingent on the Respondent completing acceptable closure of all hazardous waste container storage units located inside the DRMO compound, as specified in the Navy's 1994 RCRA permit, 40 CFR § 264.178.
 - 5) An additional twenty one³ (21) SWMUs had no further actions required under the November 1994 RCRA permit. The 21 SWMUs which had no further action determinations in the 1994 RCRA permit include the following SWMUs: 4, 5, 15, 17, 20, 21, 22, 33, 34, 35, 36, 38, 40, 41, 43, 44, 47, 48, 49, 50, and 52. These are also now

³ Several SWMUs which had no further actions required under the November 1994 RCRA permit have been determined to now warrant Phase I RFIs, as the Respondent is closing the NAPR facility and plans to sell or transfer all lands to other, mostly non-federal entities. This includes: SWMU 16 (Building 1666 - waste explosive storage building), SWMU 42 (water purification plant lagoons), and AOC A (Torpedo Shop).

considered to have Corrective Action Completed without Controls determinations. However, this determination is subject to Paragraph C.3., above. In addition, this determination for SWMU 38 (sanitary and storm water sewer systems) is contingent on Respondent fully addressing any releases from SWMUs 4, 12, 13, and 14 that have impacted the sanitary and/or storm water sewer systems at the facility, and/or releases from any other SWMU at the facility that has impacted the sanitary and/or storm water sewer systems at the facility.

- 6) SWMU 19 (pesticide storage area at Building 121) has been clean closed pursuant to 40 CFR Part 265 Subpart G and requirements of the 1994 RCRA Permit. Therefore, SWMU 19 is considered to have achieved the equivalent of a Corrective Action Completed without Controls determination.
- 7) Subject to completion of public notice and possible changes in response to public comment, Corrective Action Complete with Controls determinations are approved for the following 6 SWMUs: #10, #23, #30, #37, #39, and #51.

a) The Corrective Action Complete with Controls determination for the above SWMUs would be contingent on a demonstration to EPA's satisfaction that acceptable deed restrictions or other institutional and/or engineering controls have been implemented to preclude unacceptable future usages of the lands and/or groundwater impacted by releases from these SWMUs. This demonstration would have to include such detailed information on the restrictions and controls as may be required by EPA to allow EPA to evaluate the adequacy of these restrictions and controls.

- 8) Based on the July 15, 2005 *ECP Report* determination that six (6) ECP sites have not been impacted by past and present operations at the Facility (i.e., the Navy has found no evidence of a release relating to these SWMUs), EPA is proposing Corrective Action Complete without Controls determinations for the following SWMUs/ECP sites:

SWMU 58 (a/k/a ECP 4) - Rifle Range at Punta Puerca

SWMU 63 (a/k/a ECP 9) - Former Pistol Range at BEQ

SWMU 64 (a/k/a ECP 10) - Former Skeet Range at Ofstie Field

SWMU 65 (a/k/a ECP 11) - Former UST No. 208

SWMU 66 (a/k/a ECP 12) - Former UST No. 289

SWMU 72 (a/k/a ECP 18) - Building 31 -Public Works Dept.

- 9) Public notice and comment on these proposed Corrective Action Complete determinations is being implemented as part of the public notice and comment on this Consent Order.

8. Documentation of Release:

A. Extensive environmental sampling has occurred at the Facility, and numerous releases of hazardous waste and/or hazardous constituents to the environment have been documented. Details of the past waste management activities and the evidence for releases at those SWMUs and AOCs where releases have been documented are described in Attachment I to this Consent Order.

B. Based on the July 15, 2005 *Phase I/II Environmental Conditions of Property Report* the following 18 ECP sites, which are now identified as SWMUs or AOCs, have documented releases of solid and/or hazardous waste and hazardous constituents:

SWMU 56 (a/k/a ECP 2)- Hanger 200 Apron

SWMU 57 (a/k/a ECP 3) - Facility No. 278 POL Drum Storage Area

SWMU 59 (a/k/a ECP 5) - Former Vehicle Maintenance and Refueling Area

SWMU 60 (a/k/a ECP 6) - Former Landfill at the Marina

SWMU 61 (a/k/a ECP 7) - Former Bundy Area Maintenance Facilities

SWMU 62 (a/k/a ECP 8) - Former Bundy Disposal Area

SWMU 67(a/k/a ECP 13) - Former Gas Station

SWMU 68 (a/k/a ECP 14) - Former Southern Fire Training Area

SWMU 69 (a/k/a ECP 15) - Aircraft Parking Area

SWMU 70 (a/k/a ECP 16) - Disposal Area Northwest of Landfill

SWMU 71 (a/k/a ECP 17) - Quarry Disposal Site

SWMU 73 (a/k/a ECP 19) - DRMO Scrap Metal Recycling Yard

SWMU 74 (a/k/a ECP 20) - Fuel Pipelines and Hydrant Pits

SWMU 75 (a/k/a ECP 21) - Building 803

SWMU 76 (a/k/a ECP 22) - Building 2300

SWMU 77 (a/k/a ECP 1) - Small Arms Range (and former open burning/open detonation (OB/OD) areas located on peninsula on Punta Medio Mundo)

AOC E (a/k/a ECP 23) - offshore islands Pineros and Cabeza de Perro

AOC F - Monitored Natural Attenuation Sites

C. As further detailed in Attachment I, there have been numerous releases of hazardous wastes at the Facility which pose an exposure risk to onsite workers/employees and visitors to the Facility and which pose a risk to environmental receptors as well including both resident and local endangered birds as well as other fauna and flora.

9. Exposure Pathways and Possible Adverse Human Health or Environmental Impacts:

Potentially complete exposure pathways are present at the Facility that could result in both unacceptable adverse human health and environmental impacts (e.g., exposure pathways are present creating a potential hazard of imminent and substantial endangerment). The potentially complete exposure pathways at the Facility that could result in unacceptable adverse human health impacts are discussed in Attachment II of this Consent Order. The complete exposure pathways described in Attachment II are based on expected future land usage being similar to the land usage patterns currently in place. However, changes in future land usage from the present pattern of development/land usage at the Facility could result in additional receptors (such as on-site residents, if new housing areas are established; or on-site child-care or school populations, if new child-care or school facilities are established on-site) being impacted via complete exposure pathways that currently are not considered complete (e.g., such receptors are either not present or exposure pathways have been interrupted either by man-made conditions or by temporary natural conditions). Potentially complete exposure pathways are present at the Facility that could also result in unacceptable adverse environmental impacts to biota at the Facility which have been listed by either the federal or Commonwealth governments as threatened, endangered, or vulnerable (Commonwealth only), and/or to critical habitat. According to the July 2005 ECP Report, the Facility supports a variety of biota that have been listed by either the federal or Commonwealth governments as threatened, endangered, or vulnerable (Commonwealth only),

including 5 sea turtle species (Green, Loggerhead, Hawksbill, Leatherback, and Olive Ridley), 1 snake (Puerto Rican Boa), 12 birds (including the yellow-shouldered blackbird), 1 mammal (the West Indian Manatee), and 1 plant (Cobana negra). The species observed at the Facility that are classified as endangered under Federal law include: Hawksbill and Leatherback sea turtles, the Puerto Rican Boa, the yellow-shouldered blackbird, the Brown pelican, and the West Indian Manatee. Table 2-2 of the July 2005 ECP Report lists the threatened, endangered, or vulnerable species at the Facility. According to the July 2005 ECP Report, the only designated critical habitat at the Facility is for the yellow-shouldered blackbird. That habitat is the subject of a 1980 agreement between the Navy and the United States Fish and Wildlife Service (USFWS). A 1996 study performed for the Navy by GMI determined that the mangrove habitats constitute the most important habitats for the yellow-shouldered blackbird at the Facility. Three species of mangroves occur at the Facility: the red, black, and white mangrove. Approximately 2,900 acres of the Facility are designated wetlands. Of the designated wetland areas, approximately 60% are mangrove habitats. The mangroves themselves are not considered endangered, though the black mangrove is classified as threatened, under Federal law. Since the mangrove areas are considered wetland areas, those areas are protected under Federal law. All the wetland areas at the Facility, including the mangrove areas, are depicted in Figure 2-8 of the July 2005 ECP Report. The waters surrounding the offshore islands Pineros and Cabeza de Perro contain habitat for sea turtles (five species at the Facility are endangered or threatened) and manatees (an endangered species). The beaches on Pineros and Cabeza de Perro provide potential habitat for nesting sea turtles.

VI. CONCLUSIONS OF LAW AND DETERMINATIONS

14. This Section is based on the Findings of Fact set forth above, and the administrative record supporting this Consent Order:
 - a. The Navy is a Department of the Executive Branch of the Federal government and is subject to the requirements of Section 6001 of RCRA, 42 U.S.C. § 6961.
 - b Respondent is a “person” as defined in Section 1004(15) of RCRA, 42 U.S.C. § 6903(15).
 - c. The “D” and “F” wastes listed in the above Findings section are each a “solid waste” as defined in Section 1004(27) of RCRA, 42 U.S.C. § 6903(27). Each such solid waste is also a “hazardous waste” as defined in Section 1004(5) of RCRA, 42 U.S.C. § 6903(5).
 - d. The past storage and other handling of the above-listed hazardous wastes may present an imminent and substantial endangerment to human health and/or the environment within the meaning of Section 7003(a) of RCRA, 42 U.S.C. § 6973(a).
 - e. Respondent’s storage and/or disposal and other handling of the above-listed hazardous wastes have contributed to the potential endangerment of human health and the environment via the releases detailed in Attachments I and II to this Consent Order.

f. The actions required by this Consent Order are necessary to protect human health and/or the environment.

VII. ORDER ON CONSENT

15. Based upon the administrative record for the Facility and the Findings of Fact (Section V) and Conclusions of Law and Determinations (Section VI) set forth above, the following is hereby agreed to by the parties and ordered by EPA. Respondent shall comply with all provisions of this Consent Order, including, but not limited to, all Attachments to this Consent Order and all documents incorporated by reference into this Consent Order. (If there is any conflict between the language in the main text of this Order and the language in the text of the Attachments, the text of the Order shall be followed, unless otherwise agreed by the parties.)

16. Respondent shall fund and perform the Work in accordance with this Consent Order (subject to the limitations specified in Section XXVI, Funding, below), plans, standards, specifications and schedules set forth in this Consent Order or developed by Respondent and approved by EPA pursuant to this Consent Order.

VIII. WORK TO BE PERFORMED

17. Respondent shall undertake and complete all of the Work to the satisfaction of EPA, pursuant to RCRA § 7003, 42 U.S.C. § 6973.

18. Respondent's obligation to perform the Work will begin on the Effective Date of this Consent Order.

19. The Work undertaken pursuant to this Consent Order shall be conducted in compliance with all applicable EPA guidances, policies and procedures, and with this Consent Order, and is subject to EPA approval.

20. Any Work Plan shall include a schedule of the Work to be performed. The Work Plan shall be submitted to EPA for approval. Following EPA's approval or modification of the Work Plan pursuant to Section IX of this Order, Respondent shall implement the Work Plan in accordance with the schedule and provisions approved by EPA.

21. RCRA FACILITY INVESTIGATIONS ("RFIs"):

A) For all SWMUs and/or AOCs required to have either a Phase One or Full RFA under the 1994 RCRA Permit, acceptable RCRA Facility Investigations have been completed, except for SWMU #14 (Fire Training Pit area adjacent to the Crash Crew training adjoining the base's airfield). The Respondent has submitted a draft work plan to complete the RFI for SWMU 14.

a) Within sixty (60) days of the Respondent's receipt of EPA's written approval of that work plan, Respondent shall commence its implementation, unless an alternative date is approved in writing by EPA.

b) If based on the results of the RFI investigations, a Corrective Measures Study (CMS) is determined to be required for SWMU #14, Respondent shall submit a work plan for a CMS for that SWMU that meets the requirements of the Scope of Work for a Corrective Measures Study set forth in Attachment IV of this Order. This submittal shall be made within ninety (90) days of the Respondent's receipt of EPA's written notification that a CMS is required, unless an alternative date is approved in writing by EPA.

B) Under the November 1994 RCRA permit, SWMU 16 (Building 1666 - waste explosive storage building), and AOC A (Torpedo Shop) had no further actions required as both sites were restricted access sites at an active military Facility. The Facility is now closed. And, based on the nature of the past operations conducted at SWMU 16 and AOC A, there was a clear potential for releases of hazardous waste or constituents to have occurred at those two sites. Therefore, within forty five (45) days of the effective date of this Consent Order, the Respondent shall submit to EPA for approval an acceptable work plan to implement Phase I RFI investigations at SWMU 16 and AOC A, to determine whether or not releases of hazardous waste or hazardous constituents are present at those two sites.

a) If based on the results of those Phase I RFI investigations, a Full RFI is determined to be required for either SWMU 16 or AOC A, Respondent shall submit a work plan for a Full RFI for that SWMU or AOC that meets the requirements of the Scope of Work for a Full RCRA Facility Investigation set forth in Attachment III of this Order. This submittal shall be made within sixty (60) days of the Respondent's receipt of EPA's written notification that a Full RFI is required, unless an alternative date is approved in writing by EPA.

b) If based on the results of the Full RFI investigations, a Corrective Measures Study (CMS) is determined to be required for either SWMU 16 or AOC A, Respondent shall submit a work plan for a CMS for that SWMU or AOC that meets the requirements of the Scope of Work for a Corrective Measures Study set forth in Attachment IV of this Order. This submittal shall be made within ninety (90) days of the Respondent's receipt of EPA's written notification that a CMS is required, unless an alternative date is approved in writing by EPA.

C) In addition, within forty five (45) days of the effective date of this Consent Order, the

Respondent shall submit to EPA for approval an acceptable work plan to implement a Phase I RFI at SWMU 42 (water purification plant lagoons), to determine whether releases of hazardous waste or constituents have occurred at this unit.

a) If based on the results of that Phase I RFI investigation, a Full RFI is determined to be required for SWMU 42, Respondent shall submit a work plan for a Full RFI for SWMU 42 that meets the requirements of the Scope of Work for a Full RCRA Facility Investigation set forth in Attachment III of this Order. This submittal shall be made within sixty (60) days of the Respondent's receipt of EPA's written notification that a Full RFI is required, unless an alternative date is approved in writing by EPA.

b) If based on the results of the Full RFI investigations, a Corrective Measures Study (CMS) is determined to be required for SWMU 42, Respondent shall submit a work plan for a CMS for that SWMU that meets the requirements of the Scope of Work for a Corrective Measures Study set forth in Attachment IV of this Order. This submittal shall be made within ninety (90) days of the Respondent's receipt of EPA's written notification that a CMS is required, unless an alternative date is approved in writing by EPA.

D) Based on the July 2005 ECP Report, 10 ECP sites which are identified as SWMUs and/or AOCs under this Consent Order require additional investigation. Therefore, within forty five (45) days of the effective date of this Consent Order, the Respondent shall submit to EPA for approval an acceptable work plan to complete the equivalent of Phase I RFI investigations at the following SWMUs and/or AOCs:

SWMU 57 (a/k/a ECP 3) - Facility No. 278 POL Drum Storage Area

SWMU 60 (a/k/a ECP 6) - Former Landfill at the Marina

SWMU 62 (a/k/a ECP 8) - Former Bundy Disposal Area

SWMU 67(a/k/a ECP 13) - Former Gas Station

SWMU 68 (a/k/a ECP 14) - Former Southern Fire Training Area

SWMU 70 (a/k/a ECP 16) - Disposal Area Northwest of Landfill

SWMU 71 (a/k/a ECP 17) - Quarry Disposal Site

SWMU 75 (a/k/a ECP 21) - Building 803

SWMU 76 (a/k/a ECP 22) - Building 2300

AOC E (a/k/a ECP 23) - offshore islands Pineros and Cabeza de Perro

a) If based on the results of those Phase I RFI investigations, a Full RFI is determined to be required for any of those SWMUs or AOC, Respondent shall submit a work plan for a Full RFI for those SWMUs or AOC that meets the requirements of the Scope of Work for a Full RCRA Facility Investigation set forth in Attachment III of this Order. This submittal shall be made within sixty (60) days of the Respondent's receipt of EPA's written notification that a Full RFI is required, unless an alternative date is approved in writing by EPA.

b) If based on the results of the Full RFI investigations, a Corrective Measures Study (CMS) is determined to be required for one or more of those SWMUs or AOC, Respondent shall submit a work plan for a CMS for that SWMU or SWMUs or AOC that meets the requirements of the Scope of Work for a Corrective Measures Study set forth in Attachment IV of this Order. This submittal shall be made within ninety (90) days of the Respondent's receipt of EPA's written notification that a CMS is required, unless an alternative date is approved in writing by EPA.

E) Within sixty (60) days of the effective date of this Consent Order, the Respondent shall submit to EPA for approval a work plan to address the contamination at all sites constituting AOC F. This work plan shall conform with EPA's April 21, 1999 Directive on "Use of Monitored Natural Attenuation at Superfund, RCRA Corrective Action, and Underground Storage Tank Sites" (OSWER Directive Number 0200.4-17P); or other applicable guidance. The work plan shall include proposals to complete additional site characterization at sites 520, 1738, and 2842, as required. In addition, the work plan shall include: clearly defined clean-up levels/objectives, estimates of the time required to achieve such clean-up levels at each of the sites constituting AOC F, the monitoring points and analytical parameters, and implementation and reporting schedules.

22. INTERIM MEASURES

A) For SWMU #3 (Facility's Non-hazardous Landfill): Respondent shall implement a semi-annual groundwater monitoring and analysis program at SWMU #3, pursuant to the "Groundwater Sampling and Analysis Plan, Solid Waste Landfill Facility, U.S. Naval Station Roosevelt Roads", prepared for the Navy by Burns & McDonnell Waste Consultants Inc., dated April 1999, until such time as the Respondent submits written notification to EPA that SWMU #3 has been closed in a manner that is substantively equivalent to requirements set forth at 40 CFR § 264.310, and

EPA concurs in writing with such a determination.

(a) Following each semi-annual groundwater sampling event, within 60 days of the Respondent's receipt of the validated analytical results from that event, Respondent shall submit to all EPA offices indicated in Paragraph 23, below, a complete report of the results of that groundwater sampling event, including validated analytical results.

(b) If based on the results of the semi-annual groundwater sampling event a release of hazardous waste and/or hazardous constituents from SWMU #3 is indicated, the Respondent shall:

i) notify EPA, in writing, within seven days of such determination, and

ii) within thirty (30) days of that notification, submit a proposal for any further actions that are needed to address that release, as warranted.

B) For SWMU 11 (interior areas of Building 38 (Old Power Plant)),

a) Respondent shall submit, within sixty (60) calendar days of the effective date of this Consent Order, acceptable documentation that access controls to SWMU #11 are in place and maintained and that an acceptable institutional control has been developed and become effective so as to preclude future usage of the site unless acceptable clean-up is implemented.

b) Thereafter, on an annual basis, Respondent shall submit, or cause to be submitted, acceptable certification that acceptable deed restrictions or other institutional and/or engineering controls have been implemented and are being maintained to preclude access to the interior areas of Building 38 (Old Power Plant) and any usage of Building 38 and the lands and/or groundwater potentially impacted by releases from Building 38.

23. CORRECTIVE MEASURES STUDY ("CMS")

A) For the following SWMUs a CMS has previously been determined to be required, and a CMS work plan has been approved by EPA; however, implementation has not been fully completed: SWMU 1; SWMU 2; SWMUs 7/8 (Tow Way Fuel Farm); SWMU 9, SWMU 45, SWMU 54 and SWMU 55. Therefore, the Respondent shall complete implementation of

the CMSs for those 8 SWMUs, and within sixty days of completion of all activities required under the CMS Work Plan for that SWMU, shall submit a draft CMS Final Report meeting the requirements of Paragraph (H) below. Any unacceptable impacts to AOC D (Ensenada Honda sediments) which have been caused by releases from SWMUs shall be evaluated as part of the respective CMSs for SWMUs #1 and #2 (the two former littoral landfills) and have previously been evaluated for at SWMUs #7 and #8 (Tow Way Fuel Farm).

B) In lieu of a CMS plan to determine the final remedy for SWMU #3, as well as a CMI plan to implement any selected remedy for that SWMU, Respondent has submitted draft Closure Plans to close SWMU #3. Pursuant to the requirements of this Consent Order, Respondent shall close SWMU #3 in a manner that is substantively equivalent to requirements set forth at 40 CFR § 264.310. Upon written notification by EPA that the draft closure plan(s) for SWMU #3 is (are) acceptable, Respondent shall arrange for public review of that draft closure plan(s) in a manner that is substantively equivalent to requirements set forth at Section XXVIII of this Consent Order. If based on that public review, substantive revisions of the closure plan(s) for SWMU #3 appear warranted, Respondent shall revise the draft closure plan(s) to address relevant comments received. Respondent shall submit the draft Closure Plan(s) and any revised closure plan(s) for SWMU #3 to EPA for its approval pursuant to Section IX of this Consent Order, prior to its implementation.

C) Based on the July 15, 2005 *Phase I/II Environmental Conditions of Property Report*, 6 ECP sites require remediation. Therefore, within forty five (45) days of the effective date of this Consent Order, Respondent shall submit to EPA an acceptable work plan to complete site characterization for each of the below SWMUs and a CMS to determine the final remedy for the following SWMUs/ECP sites:

SWMU 56 (a/k/a ECP 2)- Hanger 200 Apron

SWMU 59 (a/k/a ECP 5) - Former Vehicle Maintenance and Refueling Area

SWMU 61 (a/k/a ECP 7) - Former Bundy Area Maintenance Facilities

SWMU 69 (a/k/a ECP 15) - Aircraft Parking Area

SWMU 73 (a/k/a ECP 19) - DRMO Scrap Metal Recycling Yard

SWMU 74 (a/k/a ECP 20) - Fuel Pipelines and Hydrant Pits

Once a work plan is approved by EPA, Respondent shall complete a CMS for these SWMUs.

D) Should EPA determine that a CMS is required for any other of the SWMUs or AOCs, EPA shall notify Respondent in writing. This notice shall identify the hazardous constituent(s) which have exceeded action levels as well as those which have been determined to pose a potential threat to human health and the environment given site specific exposure conditions, due to additive exposure risk, or for other reasons.

E) EPA may require a CMS under the following conditions:

(a) If the concentrations of hazardous constituents in groundwater, surface water/sediment, soil, or air exceed their corresponding individual action levels or generic risk-based concentration (RBC) levels for human health and/or ecological screening values;

(b) If the concentrations of hazardous constituents in groundwater, surface water/sediment, soil, or air do not exceed their corresponding individual action levels or generic risk-based concentration (RBC) levels for human health and/or ecological screening values, but additive exposure risk due to the presence of multiple constituents makes the individual action levels or RBC levels insufficiently protective of human health or the environment, given site-specific exposure conditions; or

(c) If the concentrations of hazardous constituents in groundwater, surface water/sediment, soil, or air do not exceed individual action levels or generic risk-based concentration (RBC) levels for human health and/or ecological screening values, but still pose a potential threat to human health or the environment, given site-specific exposure conditions.

F) The Respondent shall submit a CMS Work Plan to EPA within sixty (60) calendar days after receiving written notification from EPA that a CMS is required.

(a) The CMS Work Plan shall provide:

(I) A description of the general approach to investigating and evaluating potential corrective measures;

- (ii) A definition of the overall objectives of the study;
- (iii) The specific plans for evaluating corrective measures to ensure compliance with corrective measure standards;
- (iv) The schedule for conducting the study; and
- (v) The proposed format for the presentation of information.

(b) The CMS Work Plan must address, at a minimum, all necessary activities to complete Tasks II and III of the Statement of Work for a Corrective Measures Study set forth in Attachment IV, or alternatively a "Streamlined CMS" may be developed if usage of a "Streamlined CMS" is considered appropriate by EPA. "Streamlined CMS" are discussed in the Proposed Corrective Action Rule set forth in the May 1, 1996 Federal Register, vol. 61 No. 85.

G) No later than thirty (30) calendar days after the Respondent has received written approval from EPA for the CMS Work Plan, the Respondent shall begin to implement the CMS according to the schedules specified in the CMS Work Plan.

H) Within sixty (60) calendar days after the completion of the CMS, the Respondent shall submit a CMS Final Report. The CMS Final Report shall:

- (a) Summarize the results of the investigations and, if applicable, of any bench-scale or pilot tests conducted;
- (b) Provide a detailed description of the corrective measures evaluated and include an evaluation of how each corrective measure alternative meet the standards set forth in paragraph 24(A) of this Order;
- (c) Present all information gathered under the approved CMS Plan; and,
- (d) Contain any additional information to support EPA in the corrective measure selection decision-making process, described in paragraph 24(B) of this Order.

I) Based on a review of the CMS Final Report, EPA, by written notification to the Respondent, may require the Respondent to evaluate additional

corrective measures or to evaluate further particular elements of one or more proposed corrective measures, prior to approval of the CMS Final Report or to modify the CMS Final Report.

J) EPA shall either approve or disapprove the CMS Final Report in writing. If the CMS Final Report is not approved, EPA shall provide written comments giving the basis for such disapproval.

24. CRITERIA FOR CORRECTIVE MEASURES SELECTION:

A. For any SWMUS and/or AOCs where the final corrective measures have not yet been selected, and which are determined to require corrective measures, the Director shall select, based on the results of the RFI, the CMS, and any further evaluations, the corrective measure(s) that will:

- (a) Be protective of human health and the environment;
- (b) Control the source(s) of release(s) so as to reduce or eliminate, to the maximum extent practicable, further releases of hazardous waste, including hazardous constituents, that might pose a threat to human health and the environment; and
- (c) Meet all applicable waste management requirements.

B. In selecting the corrective measure(s), the Director shall consider the following evaluation factors, as appropriate:

(a) Long-term reliability and effectiveness. Any potential corrective measure(s) may be assessed for the long-term reliability and effectiveness it affords, along with the degree of certainty that the corrective measure(s) will prove successful. Factors that shall be considered in this evaluation include:

(i) Magnitude of residual risks in terms of amounts and concentrations of hazardous waste, including hazardous constituents, remaining following implementation of the corrective measure(s), considering the persistence, toxicity, mobility and potential to bioaccumulate of such hazardous wastes, including hazardous constituents;

(ii) The type and degree of long-term management required, including monitoring, operation and maintenance;

(iii) Potential for exposure of humans and environmental receptors to remaining hazardous wastes, including hazardous constituents, considering the potential threat to human health and the environment associated with excavation, transportation, redisposal or containment;

(iv) Long-term reliability of the engineering and institutional controls, including uncertainties associated with land disposal of untreated hazardous wastes, including hazardous constituents, and residuals; and

(v) Potential need for replacement of the corrective measure(s).

(b) Reduction of toxicity, mobility and volume. A potential remedy(ies) may be assessed as to the degree to which it employs treatment that reduces toxicity, mobility or volume of hazardous wastes and/or hazardous constituents. Factors that shall be considered in such assessments include:

(I) The treatment processes that the corrective measure(s) employs and materials it would treat;

(ii) The amount of hazardous wastes, including hazardous constituents, that would be destroyed or treated;

(iii) The degree to which the treatment is irreversible;

(iv) The residuals that will remain following treatment, considering the persistence, toxicity, mobility and propensity to bioaccumulate of such hazardous wastes, including hazardous constituents; and

(v) All concentration levels of hazardous wastes, including hazardous constituents in each medium that corrective measure(s) must achieve to be protective of human health and the environment.

(c) The short-term effectiveness of a potential corrective measure(s). This may be assessed by considering the following:

(I) Magnitude of reduction of existing risks;

(ii) Short-term risks that might be posed to the community, workers, or the environment during implementation of such a corrective measure(s), including potential threats to human health and the environment associated with excavation, transportation, and redispersion or containment; and

(iii) Time until full protection is achieved.

(d) Implementability. The ease or difficulty of implementing a potential corrective measure(s) may be assessed by considering the following types of factors:

(I) Degree of difficulty associated with constructing the technology;

(ii) Expected operational reliability of the technologies;

(iii) Need to coordinate with and obtain necessary approvals and permits from other agencies;

(iv) Availability of necessary equipment and specialists;

(v) Available capacity and location of needed treatment, storage, disposal services; and

(vi) Requirements for removal, decontamination, closure, or post-closure of units, equipment, devices or structures that will be used to implement the corrective measure(s).

(e) Cost. The types of costs that may be assessed include the following:

- (I) Capital costs;
- (ii) Operational and maintenance costs;
- (iii) Net present value of capital, and operation and maintenance costs; and
- (iv) Potential future corrective action costs.

(f) Clean-up Preferences. The degree to which the remedy satisfies the public's and Commonwealth clean-up preferences.

25. CORRECTIVE MEASURE IMPLEMENTATION (CMI), INSTITUTIONAL CONTROLS, CLOSURE OF BUILDINGS 2009 AND 2009 A-D, AND CONTINGENT CORRECTIVE ACTION REQUIREMENTS

A) CMI Plans have been previously developed for five SWMUs and one AOC, but these have not yet undergone public review, been fully approved by EPA, or been implemented:

SWMU #13 "Final CMI Work Plan Design Package" dated January 25, 2001;

SWMU #31 "Final CMI Work Plan Design Package" dated January 25, 2001;

SWMU #32 "Final CMI Work Plan Design Package" dated January 25, 2001;

SWMU #46 “Final CMI Work Plan Design Package” dated January 25, 2001;

SWMU #53 “Final CMI Design Package for Soil Remediation” dated September 20, 2004.

AOC C “Final CMI Work Plan Design Package” dated January 25, 2001;

Public notice and comment on those proposed CMI plans shall be implemented as part of the public notice and comment on this Consent Order, pursuant to Section XXVIII of this Consent Order.

B) Upon completion of public notice and comment on the above CMI plans for SWMUs #13, SWMU #31, SWMU #32, SWMU #46, SWMU #53, and AOC C, pursuant to Section XXVIII of this Consent Order, the Respondent shall implement those CMI Plans, as modified based on public comments if required by EPA pursuant to Section XXVIII of this Consent Order, according to the schedules set forth in those respective CMI plans.

C) Corrective Measures involving institutional controls (such as Land Use or other controls) have been conditionally selected as the remedies for SWMU #30 and SWMU #37, and as part of the remedies for SWMUs #31 and #32. However, acceptable documentation that institutional controls are established for SWMUs #30, #31, #32 and SWMU #37 has not yet been provided. Therefore, within 60 days of completion of public notice and comment on this Consent Order, Respondent shall:

(a) submit to EPA documentation that acceptable institutional controls are in effect which prevent future usage of the sites of the former SWMUs #31, #32, and #37 for residential purposes or other non-industrial usages such as for a school or a child care facility.

(b) submit to EPA documentation that acceptable institutional controls are in effect which will prevent future usage of any groundwater impacted by releases from SWMU #30 for potable water supply.

D) Should EPA determine that a CMI is required for any other of the SWMUs or AOCs, EPA will notify Respondent in writing.

E) No later than ninety (90) calendar days after the Respondent has received written notification from EPA that a CMI is required for any other of the SWMUs or AOCs, the Navy shall submit to EPA for its review and approval, a Work Plan for implementing the CMI. Once the work plan has been approved by EPA Respondent shall implement the approved work plan.

F) Land Use, Institutional, and Engineering Controls. For all SWMUs and/or AOCs where either a Corrective Action Complete Determination or a clean-up action has been based on a site usage scenario other than an unrestricted (residential) usage scenario, the Respondent shall ensure that acceptable Land Use Controls or other institutional and/or engineering controls are established and maintained so as to preclude future site usage that is incompatible with the site usage and exposure scenarios upon which the Corrective Action Complete Determination for that SWMU or AOC was made, and, for all SWMUs and/or AOCs where no Corrective Action Complete Determination has been made, Respondent shall ensure that acceptable Land Use Controls are established and maintained until either a Corrective Action Complete Without Controls Determination has been approved or a clean-up action based on unrestricted site usage has been completed and approved by EPA. Respondent shall also submit the required reports as provided in Paragraph 27 (Reporting), below.

G) Completion of Closure of Buildings 2009 and 2009 A-D.

a) If, at the time of issuance of this Order, Respondent has not completed closure of the permitted hazardous waste container storage units, Respondent shall complete closure of the former permitted hazardous waste container storage units located at Buildings 2009, 2009-A, 2009-B, 2009-C, and 2009 D. Unless otherwise agreed, closure shall comply with requirements set forth at 40 CFR § 264.178, the Closure Plan included as Attachment E of the Facility's 1994 RCRA Permit, the December 2004 "Final Site-Specific Sampling and Analysis Plans for Buildings 2009, 2009 A, and 2009 B-D", and the October 27, 2005 and November 17, 2005 letters from Lieutenant Commander A. Ferguson to Mr. Timothy Gordon of EPA, and any other conditions imposed by EPA for such Closure.

H) Contingent Investigation and Corrective Action Requirements for SWMUs 27, 28, and 29.

a) Respondent shall submit to EPA for review and approval a work plan for a Phase I RFI for all sludge drying beds at each of the following units. The work plan for each unit will be submitted within ninety (90) days of the date when usage of that unit ceases.

SWMU 27 - Capehart Sewage Treatment Unit

SWMU 28 - Bundy Sewage Treatment Plant

SWMU 29 - Industrial Area wastewater treatment plant

b) If based on the results of those Phase I RFI investigations, a Full RFI is

determined to be required for any of those SWMUs, Respondent shall submit a work plan for a Full RFI for that SWMU or SWMUs that meets the requirements of the Scope of Work for a Full RCRA Facility Investigation set forth in Attachment III of this Order. This submittal shall be made within sixty (60) days of the Respondent's receipt of EPA's written notification that a Full RFI is required, unless an alternative date is approved in writing by EPA.

c) If based on the results of the Full RFI investigations, a Corrective Measures Study (CMS) is determined to be required for any of those SWMUs, Respondent shall submit a work plan for a CMS for that SWMU or SWMUs that meets the requirements of the Scope of Work for a Corrective Measures Study set forth in Attachment IV of this Order. This submittal shall be made within ninety (90) days of the Respondent's receipt of EPA's written notification that a CMS is required, unless an alternative date is approved in writing by EPA.

D) Contingent Investigation and Corrective Action Requirements for SWMU 77.

a) The Navy has informed EPA that it will likely convey the area comprising SWMU 77 to the Federal Department of Homeland Security (DHS) for continued usage as a small arms training range.

b) Within 90 days of DHS' cessation of usage of the area of SWMU 77 as a small arms training range, the Respondent shall cause DHS to submit to EPA for review and approval a work plan for a Phase I RFI work plan to determine whether releases of hazardous waste or solid waste and/or hazardous constituents are present at SWMU 77.

c) If based on the results of the Phase I RFI investigations, a Full RFI is determined to be required for some or all of the area comprising SWMU 77, Respondent shall submit a work plan for a Full RFI for that SWMU that meets the requirements of the Scope of Work for a Full RCRA Facility Investigation set forth in Attachment III of this Order. This submittal shall be made within sixty (60) days of the Respondent's receipt of EPA's written notification that a Full RFI is required, unless an alternative date is approved in writing by EPA.

d) If based on the results of the Full RFI investigations, a Corrective Measures Study (CMS) is determined to be required for some or all of the area comprising SWMU 77, Respondent shall submit a work plan for a CMS that meets the requirements of the Scope of Work for a Corrective Measures Study set forth in Attachment IV of this Order. This submittal shall be made within ninety (90) days of the Respondent's receipt of EPA's written notification that a CMS is required, unless an alternative date is approved in writing by EPA.

26. NOTIFICATION and ADDITIONAL WORK REQUIREMENTS FOR NEWLY-
DISCOVERED RELEASES

(A) No later than fifteen (15) days after discovery, The Respondent shall notify EPA, in writing, of any release(s) of hazardous waste and/or solid waste, and/or hazardous constituents discovered after the effective date of this Consent Order. The notification shall, at the minimum, identify the location of the release, the basis for determining that a release has occurred, the media impacted by the release, and the specific hazardous and/or solid wastes and/or hazardous constituents indicated or suspected to have been released.

(B) If such a release is indicated to have originated from a unit or area not identified as a SWMU and/or AOC under this Consent Order, the Respondent's notification shall advise whether the unit or area indicated to be the source of the release constitutes a newly identified SWMU and/or AOC, and if not, the Respondent's notification shall advise as to the basis for such a determination. The Respondent's determination of whether the unit or area indicated to be the source of the release constitutes a newly identified SWMU and/or AOC shall be subject to review and final determination by EPA. If EPA determines that the unit or area constitutes a newly identified SWMU and/or AOC, EPA shall notify the Respondent in writing, and the newly identified SWMU and/or AOC shall be subject to the terms and conditions of this Consent Order.

(C) Based on the information provided in the notification, EPA shall determine the need for further investigation of the release(s) and/or other actions, including remedial measures, for such release(s). If EPA determines that such investigations and/or other actions, including remedial measures are needed, EPA shall notify the Respondent to prepare a Sampling and Analysis Work Plan and/or a work plan for any other necessary actions, including remedial measures. The Respondent shall submit to EPA a Sampling and Analysis Work Plan and/or a work plan for any other necessary actions, including remedial measures for such releases within ninety (90) days of written notification by EPA.

27. REPORTING.

(A) Respondent shall submit copies of all correspondence, including but not limited to, work plans, and reports, generated pursuant to the provisions of this Consent Order to the following:

(a) Chief, Caribbean Section, RCRA Programs Branch (1 paper copy and 1 Compact Disc in .pdf format)
EPA Region 2
290 Broadway, 22nd Floor

New York, NY 10007-1866

(b) Project Coordinator (Mr. Timothy Gordon)
(1 paper copy and 1 Compact Disc in .pdf format)
RCRA Programs Branch
EPA Region 2
290 Broadway, 22nd Floor.
New York, NY 10007-1866

(c) Director (Mr. Carl Soderberg)
(1 paper copy and 1 Compact Disc in .pdf format)
U. S. Environmental Protection Agency
Caribbean Environmental Protection Division
Centro Europa Building, Suite 417
1492 Ponce de Leon Ave
Santurce, PR 00907-4127

(d) Puerto Rico Environmental Quality Board
Director, Land Pollution Regulation Program
(1 paper copy and 1 Compact Disc in .pdf format)
National Plaza Building
431 Ponce de Leon Ave
Hato Rey, PR 00917

(B) Unless an alternative date is specified in an existing work plan approved in writing by EPA prior to the effective date of this Consent Order, within 60 days of completion of all tasks in an EPA approved RFI, Interim Measures, Closure Plan, CMS, or CMI work plan, the Respondent shall submit a draft Final Report on that RFI, Interim Measures, Closure Plan, CMS, or CMI to the above parties, in the quantities specified above.

(c) Respondent shall also submit to the parties noted immediately above, the above-specified number of copies of signed quarterly progress reports of all activities (i.e., SWMU Assessment, Interim Measures, Closure Plan, RCRA Facility Investigation, Corrective Measures Study) conducted pursuant to the provisions of this Consent Order, beginning no later than ninety (90) calendar days after its effective date. These reports shall, unless otherwise agreed in writing, contain:

- (a) A description of the work completed;
- (b) Summaries of all findings made during the reporting period, including summaries of laboratory data;

- (c) Summaries of all changes made during the reporting period;
 - (d) Summaries of all contacts made with representatives of the local community and public interest groups during the reporting period;
 - (e) Summaries of problems or potential problems encountered during the reporting period and actions taken to rectify problems;
 - (f) Changes in personnel conducting or managing the corrective action activities during the reporting period;
 - (g) Projected work for the next reporting period; and
 - (h) Copies of daily reports, inspection reports, validated laboratory/monitoring data, etc. generated during the reporting period
- (D) Upon request, Respondent shall submit copies of other reports (e.g., inspection reports, drilling logs and laboratory data) as requested by EPA.
- (E) EPA may require the Respondent to conduct new or more extensive assessments, investigations, or studies, based upon information provided in the progress reports referred to above, or upon other supporting information.
- (F) All plans and schedules required by the conditions of this Consent Order are, upon approval of EPA, incorporated into this Consent Order by reference and become an enforceable part of this Consent Order. Any noncompliance with such approved plans and schedules shall be termed noncompliance with this Consent Order. Extensions of the due dates for submittals may be granted by EPA in writing.
- G) Annual Reports. (a) For all SWMUs and/or AOCs where either a Corrective Action Complete Determination or a clean-up action has been based on a site usage scenario other than an unrestricted (residential) usage scenario, commencing sixty (60) days following the effective date of this Order, Respondent shall submit, or cause to be submitted, on an annual basis, acceptable certification that acceptable Land Use Controls or other institutional and/or engineering controls have been implemented and are being maintained to preclude unacceptable future usages of the lands and/or groundwater potentially impacted by releases from these SWMUs and AOCs; and (b) Annual Status Report on Transferred Parcels. Each year on the anniversary of the execution of this Order, Respondent shall submit, or

cause to be submitted, to EPA a Report addressing the status of each parcel that is subject to a third party order and that has been previously transferred to an owner or operator other than Respondent, noting the following: the name and address of the new owner and operator; the address of the parcel and information describing the parcel and its boundaries including, if available, a map and, if known, Global Position System locational data; a statement whether or not all corrective action at the parcel is complete or on-going, and whether any institutional controls are in place or are pending; and the name and phone number of the contact person(s) for the parcel. This report will be updated each year to incorporate the then current information.

- H) Imminent and Substantial Endangerment due to Solid Waste or Hazardous Waste. Upon receipt of information that there is newly identified solid waste or hazardous waste at the Facility which may present an imminent and substantial endangerment to human health or the environment, Respondent shall immediately provide notice to EPA and EQB. Respondent shall also comply with statutory requirements for the posting of a notice of the endangerment at the Facility.

28. Project Coordinator. On or before the Effective Date of this Consent Order, Respondent shall designate its Project Coordinator. Respondent shall notify EPA in writing within five (5) days of the Effective Date of this Consent Order of the name, address, phone number, electronic mail address and qualifications of its Project Coordinator. The EPA Project Coordinator will be Timothy Gordon, 212-637-4167, 290 Broadway, New York, NY 10007-1866. EPA may also designate an Alternate Project Coordinator. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Order. EPA and Respondent have the right to change their respective Project Coordinators. The other party must be notified in writing at least 10 days prior to the change.

29. The EPA Project Coordinator shall be EPA's designated representative for the Facility. Unless otherwise provided in this Consent Order, all reports, correspondence, notices, or other submittals relating to or required under this Consent Order shall be in writing and shall be sent to the EPA Project Coordinator at the address specified in Paragraph 23A, above, unless notice is given in writing to Respondent of a change in address. Reports, correspondence, notices or other submittals shall be delivered by U.S. Postal Service, private courier service or electronic mail. All correspondence shall include a reference to the case caption EPA Docket No. RCRA- 02-2007-7301, and the Facility's EPA Identification Number.

30. Within 25 days of the Effective Date of this Consent Order, Respondent shall notify EPA in writing of the names, titles and qualifications of the personnel, including agents, contractors, subcontractors, consultants and laboratories, to be used in carrying out the work. EPA's Project Coordinator will provide Respondent with the necessary qualification standards and Respondent's

Project Coordinator shall ensure that Respondent's contractors, subcontractors, consultants and laboratories meet such requirements. All persons under the direction and supervision of Respondent's Project Coordinator must possess all necessary professional licenses required by federal and Commonwealth law. In addition, all agents, contractors, subcontractors, consultants, and laboratories must implement any work done under this Order pursuant to an EPA approved Quality Management Plan (QMP), developed in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/241/B-01/002, March 2001), or equivalent documentation as determined by EPA. EPA's approval of the QMP(s) shall be pursuant to procedures set forth in Section IX of this Order.

31. Health and Safety Plan. Respondent shall develop a Health and Safety Plan and it shall be implemented during the Work performed under this Consent Order. The Health and Safety plan shall comply with applicable Occupational Safety and Health Administration (OSHA) regulations.

IX. EPA APPROVALS AND ADDITIONAL WORK

32. Unless otherwise specified, EPA will review any plan, report, specification, program, documentation, notification, proposal or schedule submitted pursuant to, or required by this Consent Order, and agrees to endeavor to provide within 90 calendar days of receipt of that document by EPA, EPA's written request for modification, approval, or disapproval, with comments and/or modifications ("EPA's response"), to Respondent. Respondent may request, in the cover letters to its submittals, that EPA provide Respondent with EPA's response, with comments and/or modifications, within an alternative specified period of time. Unless EPA either: (1) provides Respondent with EPA's acceptance of the alternative specified time period for completing its response; or (2) notifies Respondent in writing of a revised alternative time when EPA expects to provide its response, the normal time period for EPA to provide its response will be within 90 calendar days of receipt of that document by EPA. EPA will notify Respondent whenever additional time is needed to provide its response to any submittals required pursuant to this Consent Order. The Parties agree that if during EPA's review of any submittals by Navy required by this Consent Order, Navy's funding expires for work related to that submittal, then such expiration may constitute a delay as provided in Section XXVI of this Consent Order until such time as funding is secured, provided that Navy pursues all necessary funding at all times with due diligence.

33. Within fifteen (15) days of Navy's receipt of EPA's response, Respondent may request a meeting with EPA to discuss EPA's response. Within thirty (30) days of such meeting, or if no meeting is requested, within forty-five (45) days of receipt of EPA's response, Respondent shall either: (1) notify EPA of its intention to amend or modify the submission to incorporate all of EPA's comments and proposed modifications and to submit the amended submittal to EPA within thirty (30) days thereafter or according to a mutually agreed schedule; or (2) provide EPA with a written notice of dispute, setting forth Respondent's position, any actions which Respondent considers necessary to resolve the dispute, and the basis for Respondent's position. Any such

written notice of dispute shall be subject to the dispute resolution procedures as set forth in Section XVIII of this Consent Order.

34. As part of the review of any plan, report, specification, program, documentation, notification, proposal or schedule submitted pursuant to, or required by this Consent Order, EPA or Navy may determine that certain tasks and deliverables required pursuant to Section VIII (Work to be Performed) of this Consent Order may require additional work.

(A) If EPA determines that such additional work is necessary, EPA shall identify, in writing, the additional work required and shall specify the reasons for that determination, and the time period during which the additional work shall be performed.

(B) Within thirty (30) calendar days after the receipt of such request, Navy shall have the opportunity to meet or confer with EPA to discuss the additional work required, and if it deems it necessary it shall within thirty (30) calendar days invoke the Dispute Resolution provisions of this Consent Order.

(C) If the Navy does not invoke Dispute Resolution, such additional work shall be performed in accordance with the terms of this Consent Order.

(D) Any additional work performed by Navy, whether at the request of EPA under (A) above, or at the initiative of the Navy, shall be subject to review and approval by EPA under the terms of this Consent Order.

35. Any noncompliance with an EPA approved document or an EPA determination under the Dispute Resolution provision of this Consent Order constitutes noncompliance with this Consent Order.

X. SUSPENSION AND RESUMPTION OF WORK BY THE NAVY

36. A. The Navy has informed EPA that it intends to sell or otherwise transfer parcel(s) and/or parts of the Facility to one or more Third Party(s) who will assume responsibility for corrective action on the real property it acquires. The Navy has informed EPA that before such transfer the Navy will screen prospective purchasers for their financial and technical capability to perform any required corrective action and once the Navy has approved a potential bidder the Navy will require the potential bidder to enter into an administrative order on consent with EPA and comply with its terms.

B. Except as provided herein below, once an order on consent has been executed between EPA and the Third Party for work on a specified part of the Facility, the work requirements of this Consent Order with the Navy which are being assumed by the Third Party for that specified part of the Facility are suspended. Any suspension in the Navy's responsibility for work related to the transferred parcel will be conditioned on the

satisfactory and timely performance by the Third Party, and will take effect following the effective date of the order to the Third Party. The Navy shall continue to abide by the provisions of this Order which are not suspended. EPA will suspend all of the Navy's obligations under this Order with respect to any given parcel, with the following exceptions:

- Section VIII (Work To Be Performed), unless otherwise agreed in writing by the parties to this Order, the Navy shall complete any Work for which EPA has approved a work plan (or similar documents such as groundwater monitoring plan or monitored natural attenuation plan) and all Work which Navy has initiated;
- Section VIII (Work To Be Performed), the Navy shall retain responsibility for the maintenance of institutional (excluding zoning) and engineering controls unless otherwise agreed in writing by the Navy and the Third Party and approved by EPA, and shall provide EPA with an annual certification of the Land Use Controls or other institutional and engineering controls, and an annual report on the transferred parcels, as required in paragraph 27(G).
- Section X (Suspension and Resumption of Work by the Navy);
- Paragraphs 48, 51-54 in Section XIV (Sampling, Access and Data Availability);
- Section XVI (Record Retention);
- Section XXVI (Funding); and,
- Paragraph 122 in Section XXVIII (Public Comment on this Consent Order and Decisions Made Pursuant to this Consent Order).

C. a. Should EPA later determine that the Third Party has failed to satisfy its corrective action responsibility and is not likely to be able to satisfy its responsibility to perform the work in a timely and satisfactory manner, then EPA may find the Third Party to be in "Default." Before making any Default finding, EPA will undertake the following actions outlined in sub-paragraphs D through and including M, below.

b. EPA expects to use its available enforcement authorities in the event of third party noncompliance with a consent order. However, EPA's decision on whether and when to initiate any enforcement action against a Third Party for noncompliance with such an order shall be within EPA's, and/or the United States Department of Justice's, sole enforcement discretion, and shall not be subject to dispute resolution under this Order.

D. Initial Notice of Noncompliance and Stop Work. Following EPA's preliminary finding that a Third Party has failed to comply with a requirement of another order issued to that party for work at some or all of the Facility, EPA may give that Third Party written notification of the same, and describe the noncompliance ("Initial Notice of Noncompliance"). EPA may also give the Third Party written notification that it should stop work on all or any portion of its corrective action activities at the Facility until EPA determines that the Third Party has remedied such noncompliance ("Notice to Stop Work") or until receipt of written notification from EPA that the Third Party may proceed with such activities as specified in the notification. If requested by the Third Party within

ten calendar days of its receipt of the Initial Notice of Noncompliance, EPA and the Third Party will meet within 30 days of that request, or an alternative time period approved by EPA, to discuss the situation.

E. Second Notice of Noncompliance. If EPA later determines that the Third Party has not adequately addressed the issues identified in EPA's Initial Notice of Noncompliance, EPA may then issue a written Second Notice of Noncompliance and will copy the Navy on such Second Notice. EPA's determination may be based on its finding that the Third Party is not performing the work, not performing the work adequately despite EPA's guidance, not performing the work in a timely manner, or for any other reason which causes EPA to conclude that the Third Party is not willing or able to satisfy its obligations under the applicable order. If requested by the Third Party within ten calendar days of its receipt of the Second Notice, EPA and the Third Party will meet to discuss the finding by EPA within 30 business days after receiving from EPA the Second Notice, or an alternative time period approved by EPA. EPA may in its discretion invite the Navy to the meeting.

F. Following the conclusion of the meeting referenced immediately above, if EPA still believes the noncompliance has not been remedied and believes the noncompliance jeopardizes the successful completion of work required under the Order issued to the Third Party, EPA will promptly notify the Navy and allow the Navy a short period to investigate and to attempt to resolve the issues outlined by EPA.

G. Initial Finding of Default and Dispute Resolution. Assuming the situation is not promptly resolved to EPA's satisfaction during the above-noted time period, the matter will be elevated to the EPA Region 2, RCRA Programs Branch Chief and the NAPR Base Closure Manager. If the matter is not resolved to the EPA Branch Chief's and the NAPR Base Closure Manager's mutual satisfaction within thirty (30) days or such other time as mutually agreed, EPA may issue its Initial Finding of Default.

H. Dispute Resolution. Within ten (10) business days of the Navy's and the Third Party's respective receipt of EPA's issuance of its Initial Finding of Default, both the Navy and the Third Party may trigger the Dispute Resolution procedures provided in their respective consent orders. (With regard to the Third Party, the Dispute Resolution procedures of the Order issued to that party shall apply.) With regard to the Navy, it shall elevate the matter to the EPA Regional Administrator and the Deputy Assistant Secretary of the Navy (Environment) by serving upon EPA a written Statement of Dispute setting forth the basis for the Navy's position and the information upon which it is relying to support its position. EPA may provide the Regional Administrator with a written Response to the Statement of Dispute. If EPA deems it efficient, EPA may take such steps as it deems appropriate to integrate any dispute process invoked by the Navy with any invoked by any Third Party.

I. After review of the Statement of Dispute and the Response to the Statement of Dispute, if any, the EPA Regional Administrator, or his or her designated representative, shall

confer with the Deputy Assistant Secretary of the Navy (Environment), or his or her designated representative, and shall provide the Navy with a written Final Decision setting forth resolution of this matter.

J. Resolution of a dispute in accordance with these provisions constitutes a final resolution of that dispute. The Final Decision of the Regional Administrator will be based on his/her sole and unreviewable discretion, and the Parties shall seek no further review of that resolution. The Navy and EPA shall abide by all terms and conditions of any final resolution of dispute obtained in accordance with these provisions and the Navy shall have no further opportunity to invoke dispute resolution on the issues addressed in the dispute pursuant to this Paragraph after EPA issues the Third Party a Final Finding of Default.

K. Final Finding of Default. In the event of an EPA determination (following any dispute resolution process, if invoked) that a Default has occurred, EPA will issue the Third Party a written Final Finding of Default, with a copy to the Navy. The Final Finding of Default will provide the basis for EPA's determination and will specify whether the Third Party may continue to perform the Work, or any portion of the Work, while the Navy prepares to resume the required corrective action activities under this Order.

L. Resumption of Corrective Action Work by the Navy. Subject to Section XXVI (Funding) and Section XX (Force Majeure), within thirty (30) days of receipt of the Final Finding of Default, or such other time period as is agreed to by EPA following consultation with the Navy, the Navy shall resume work under this Order concerning the required corrective action activities that were previously being performed by the Third Party found to be in Default. EPA and the Navy shall endeavor to meet within sixty days of receipt of the Final Finding of Default to discuss the Navy's resumption of work.

M. In the event that the Navy reassumes corrective action responsibility, it will not challenge or dispute any remedial decisions made by EPA prior to EPA's Final Finding of Default, and it will continue to perform all corrective actions selected by EPA prior to that Final Finding of Default in accordance with the pertinent EPA decision document; provided however, that for any corrective action workplans for investigations or for the implementation of any selected remedy that were approved prior to EPA's Final Finding of Default, the Navy may, within six months of its receipt of EPA's written Final Finding of Default, propose to EPA, for its review and approval, modifications to the relevant work plan(s). The Navy may not, however, initiate Dispute Resolution pursuant to Section XVIII of this Order on the previously approved workplans or EPA's decision with respect to its proposed modifications to them.

N. Notwithstanding any other provision of this Order, EPA reserves its right not to negotiate with and/or issue an administrative order(s) to a new party (or parties) for work at the Facility should EPA determine in its sole discretion that it cannot be reasonably assured that it will have adequate resources to negotiate additional order(s), review new

or revised workplans under such order(s), and/or perform the tasks required to implement and oversee the work by such additional party (parties) under such order(s).

XI. MODIFICATION OF WORK PLANS

37. If at any time during the implementation of Work, Respondent identifies a need for a compliance date modification or revision of an existing EPA approved Work Plan, Respondent shall document in a written request to EPA the exact modification or revision requested and the basis for that modification or revision. EPA will determine if the modification or revision is warranted and will provide written approval or disapproval. Any approved modified compliance date or Work Plan modification will be incorporated by reference into this Consent Order.

38. Emergency Response. In the event of any action or occurrence during the performance of Work that constitutes an emergency situation or may present an immediate threat to human health and the environment, Respondent shall immediately take all appropriate action to minimize such emergency or threat, and shall immediately notify the EPA's Project Coordinator. Respondent shall take such immediate and appropriate actions in consultation with EPA's Project Coordinator. Respondent shall submit to EPA written notification of such emergency or threat at the Facility within three (3) calendar days of such discovery. Respondent shall thereafter submit to EPA for approval, within 20 days, a plan to mitigate this threat. EPA will approve or modify this plan, and Respondent shall implement this plan as approved or modified by EPA. In the case of an extreme emergency, Respondent may act as it deems appropriate to protect human health or the environment. However, Respondent's actions are subject to EPA review and approval and EPA may require Respondent to take additional response actions.

XII. QUALITY ASSURANCE

39. As part of each new Work Plan, unless otherwise agreed, or unless a Master Quality Assurance Project Plan (QAPP) has been previously approved by EPA for usage under this Consent Order and it is appropriately cited in the new Work Plan, Respondent shall include a Quality Assurance Project Plan (QAPP) for EPA review and approval. The QAPP shall address quality assurance, quality control, and chain of custody procedures for all sampling, monitoring and analytical activities. Respondent shall follow "EPA Requirements for Quality Assurance Project Plans" (QA/R5)" (EPA/240/B-01/003, March 2001), "Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/600/R-98/018, February 1998), and "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/b-01/002, March 2001) (or later versions of these documents) as well as other applicable documents identified by EPA. The QAPP shall be incorporated into this Consent Order by reference.

40. As part of the Work Plan, Respondent shall include Data Quality Objectives for any data collection activity to ensure that data of known and appropriate quality are obtained and that data are sufficient to support their intended use as required by this Consent Order.

41. Respondent shall ensure that laboratories used by Respondent for analysis perform such analysis according to the latest approved edition of "Test Methods for Evaluating Solid Waste (SW-846)" or other methods approved by EPA. If methods other than EPA methods are to be used, Respondent shall specify all such protocols in the applicable Work Plan. EPA may reject any data that does not meet the requirements of the approved Work Plan and EPA analytical methods and may require resampling and additional analysis.

42. Respondent shall ensure that all laboratories it uses for analyses participate in a quality assurance/quality control (QA/QC) program equivalent to the program that EPA follows. Respondent shall, upon EPA's request, make arrangements for EPA to conduct a performance and QA/QC audit of the laboratories chosen by Respondent, whether before, during, or after sample analyses. Upon EPA's request, Respondent shall have its laboratories perform analyses of samples provided by EPA to demonstrate laboratory QA/QC and performance. If the audit reveals deficiencies in a laboratory's performance or QA/QC, Respondent shall submit a plan to address the deficiencies and EPA may require resampling and additional analysis.

43. Any laboratory used by Navy to perform chemical analysis pursuant to this Order must be certified under EPA's National Contract Laboratory Program ("CLP"), or the Navy must obtain prior written approval from EPA for usage of a non-CLP laboratory by Navy to perform chemical analysis pursuant to this Order. Navy shall ensure that EPA personnel and authorized representatives have access to the laboratories and personnel performing any analyses. In the event that EPA or its representatives cannot satisfactorily obtain access to the laboratories for any reason for the purposes of auditing protocols and technical proficiency, then EPA shall so inform the Navy and the Navy shall, as soon as practicable thereafter, substitute another CLP certified, or EPA approved, laboratory which provides access in a manner deemed satisfactory to EPA.

XIII. DOCUMENT CERTIFICATION

44. Any report or plan or other document submitted by Respondent pursuant to this Consent Order which addresses work plans, or makes recommendations as to whether or not further actions are necessary, or makes any representation concerning Respondent's compliance or noncompliance with any requirement of this Consent Order shall be certified by a responsible civilian official or military officer of Respondent with authority to make such a certification.

45. The certification required by Paragraph 44, above, shall be in the following form:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that this document and its attachments were prepared either by me personally or under my direction or supervision in a manner designed to ensure that qualified and knowledgeable personnel properly gather and present the information contained therein. I further certify, based on my personal knowledge or on my inquiry of those individuals immediately responsible for obtaining the information, that the information is true,

accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowingly and willfully submitting a materially false statement.

Signature: _____

Name:

Title:

Date:

This certification requirement does not apply to emergency or similar notifications if compliance with this requirement would be impractical.

XIV. SAMPLING, ACCESS AND DATA AVAILABILITY

46. All results of sampling, testing, modeling or other data generated (including raw data if requested) by Respondent, or on Respondent's behalf, during implementation of this Consent Order shall be validated by Respondent and submitted to EPA within 30 days of Respondent's receipt of the data (unless a different schedule is agreed to in writing). Respondent shall submit all data in a format consistent with EPA Region 2's *Electronic Data Deliverable (EDD) Specification Manual*, Version 2.1, dated December 2003, or the most recent version, if such exists. EPA will make available to Respondent data generated by EPA for the purposes of oversight of the Work unless it is exempt from disclosure by any federal or Commonwealth law or regulation.

47. Respondent shall orally notify EPA at least 20 days prior to conducting field sampling. At EPA's request, Respondent shall allow split or duplicate samples to be taken by EPA or EPA's representative.

48. Facility Access. Pursuant to RCRA § 3007(a), 42 U.S.C. § 6927(a) and other authority, Respondent shall provide access to the Facility during regular business hours (and at other times if reasonable under the circumstances) to both EQB and EPA, and EQB's and EPA's contractors and oversight officials. Respondent shall also provide the above-noted entities with access at reasonable times, as noted above, to all records and documentation in its possession or control, including those records and documents in the possession or control of Respondent's contractors and employees, related to the conditions at the Facility and the actions conducted pursuant to this Consent Order. Respondent shall use its best efforts to gain access to areas owned by or in the possession of someone other than Respondent, as necessary to implement this Consent Order, as described in Paragraph 50. The above-noted entities shall be permitted to move freely about the Facility and appropriate off-site areas in order to conduct actions that EPA and EQB determine to be necessary. The above-noted entities shall notify Respondent of their presence at the Facility by presenting their credentials. All entities with access to the Facility under this Paragraph shall comply with all approved health and safety plans and regulations.

49. Pursuant to this Section, any denial of access at reasonable times to any portion of the

Facility property where a request for access was made shall be construed as a violation of the terms of this Consent Order subject to the penalty provisions outlined in Section XIX (Stipulated Penalties) of this Consent Order.

50. Access Agreements. Where action under this Consent Order is to be performed in areas owned by, or in possession of, someone other than Respondent, and that other party is not responsible for the work, Respondent shall use its best efforts to obtain all necessary access agreements within 45 days of approval of any Work Plan for which access is necessary or as otherwise specified, in writing, by the EPA Project Coordinator. Any such access agreement shall provide for access by EQB and EPA and their representatives to move freely in order to conduct actions that EQB and EPA determine to be necessary. The access agreement shall specify that Respondent is not EQB's or EPA's representative with respect to any liabilities associated with activities to be performed. Respondent shall provide EQB's and EPA's Project Coordinators with copies of any access agreements. Respondent shall immediately notify EQB and EPA if after using Respondent's best efforts it is unable to obtain such agreements within the time required. Best efforts as used in this Paragraph shall include, at a minimum, a letter sent by certified mail from Respondent to the present owner of such property requesting access agreements to permit Respondent, EQB, EPA, and their authorized representatives to enter such property, and the offer of payment of sums of money (if reasonable under the circumstances) in consideration of granting access. Respondent shall, within 10 days of its receipt of a denial of access, submit in writing, a description of its efforts to obtain access. EQB and EPA may, at their discretion, assist Respondent in obtaining access. In the event EQB and/or EPA obtains access, Respondent shall undertake the Work on such property and EPA reserves any right it may have to seek reimbursement from Respondent for all costs and attorney fees incurred by the EPA and the United States Department of Justice acting on EPA's behalf in connection with obtaining such access.

51. Confidential Information. Respondent may assert, pursuant to 40 C.F.R. §2.203(b), a confidentiality claim, if appropriate, covering part or all of the information required by this Consent Order. Such an assertion shall be adequately substantiated (e.g., data or other information related to Facility production methods or processes). Any assertion of confidentiality shall be accompanied by sufficient documentation to satisfy the requirements of 40 C.F.R. § 2.204(e)(4). Information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no such claim accompanies this information when it is submitted to EPA, it may be made available to the public by EPA, without further notice to Respondent. No confidentiality claim shall be made with regard to any analytical data.

52. Privileged Documents. Respondent may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondent asserts such a privilege in lieu of providing documents, Respondent shall provide EPA with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the author's name and title; (4) the name and title of each addressee and recipient; (5) a description of the contents; and (6) the privilege

asserted by Respondent. However, no documents, reports or other information created or generated pursuant to the requirements of this Consent Order shall be withheld on the grounds that they are privileged.

53. All data, information, and records created or maintained relating to any solid or hazardous waste found at the Facility shall be made available to EQB and EPA upon request unless Respondent asserts a claim that such documents are legally privileged from disclosure. Respondent shall have the burden of demonstrating to EPA by clear and convincing evidence that such privilege exists.

54. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Facility.

55. Nothing in this Consent Order shall be construed to limit EQB's and EPA's right of access, entry, inspection, and information gathering pursuant to applicable law, including but not limited to RCRA and CERCLA.

XV. COMPLIANCE WITH OTHER LAWS

56. All actions undertaken pursuant to this Consent Order by Respondent shall be done in accordance with all applicable local, commonwealth and federal laws, regulations, ordinances and Executive Orders. Respondent retains the obligation and agrees to obtain all permits or approvals necessary to perform the work required by this Consent Order.

XVI. RECORD RETENTION

57. Respondent shall preserve, during the pendency of this Consent Order and for at least seven (7) years after its termination, all data, records and documents in its possession or in the possession of its divisions, employees, agents or consultants or contractors, which data, records and documents relate in any way to this Consent Order, or to hazardous waste management practices and/or disposal at the Facility.

58. Except where Respondent, and EPA otherwise agree, subsequent to the termination of the aforementioned seven (7) year period, Respondent shall provide written notification to EPA sixty (60) days prior to the destruction of any data, records or documents that relate in any way to this Consent Order, its implementation, or to hazardous waste management practices and/or disposal at its Facility. At EPA's request, Respondent shall then make such records available to EPA for inspection and/or EPA's retention or shall provide copies of any such records to EPA prior to discarding.

59. Respondent shall make a good faith effort to preserve all documents pertaining to this Consent Order in a centralized location to afford ease of access by EPA or its representatives.

Where Respondent finds such a requirement impossible, Respondent shall minimize the number of locations used and shall maintain in a central location a list detailing the location of such documents.

60. All data, information, and records concerning, created for, or maintained by the Respondent, in connection with this Consent Order, shall be made available to EPA upon request in accordance with the provisions of Section XIV. All employees of the Respondent and all persons, including contractors and subcontractors who engage in activity under this Consent Order, shall be made available to and shall cooperate with EPA if information is sought.

61. Nothing in this Section shall be read to shorten any document retention requirement otherwise applicable to the Navy or other entity.

62. Administrative Record. EPA will maintain an administrative record file. The administrative record supporting issuance of this Consent Order and the work being required under it shall be available for public review at EPA's Region 2 offices, 290 Broadway, New York, NY. The Navy shall maintain a public repository in Puerto Rico, where copies of all documents regarding the work performed pursuant to this Consent Order shall be available for public inspection. The requirements for this public repository are discussed in Section XXVIII, Paragraph 122, of this Order.

XVII. FULL TIME EMPLOYEE ASSISTANCE

63. EPA and the Navy are in the process of negotiating Full Time Employee (FTE) assistance for EPA. At this time, the Navy has agreed that for Fiscal Year 2006 it will provide EPA, pursuant to the Navy's Base Realignment and Closure (BRAC) authority, two Full Time Equivalent (FTE) positions. The parties agree to negotiate in good faith concerning arrangements for future years.

XVIII. DISPUTE RESOLUTION PROCEDURES

64. Except as specifically set forth elsewhere in this Consent Order, if a dispute arises under this Consent Order the procedures of this part shall apply. In addition, during the pendency of any dispute, Navy agrees that it shall continue to implement those portions of this Consent Order which are not in dispute and which EPA determines can be reasonably implemented pending final resolution of the issue(s) in dispute. If EPA determines in writing that all or part of those portions of work which are affected by the dispute should stop during the pendency of the dispute, Navy shall discontinue implementing those portions of the work.

65. EPA and Navy shall make reasonable efforts to informally resolve disputes at the Project Coordinator or immediate supervisor level. If resolution cannot be achieved informally, the procedures of this part shall be implemented to resolve the dispute.

66. Within thirty (30) days of the date when Navy is informed of an action by EPA that leads

to or generates a dispute, Navy shall submit to EPA a written statement of dispute setting forth the nature of the dispute including any elements of work, submittals, or actions affected by the dispute, Navy's position with respect to the dispute, and the information Navy is relying upon to support its position, and any impact such dispute may have on specified schedules, elements of work, submittals, or actions required by this Consent Order. If Navy does not provide such written statement to EPA within this thirty (30) day period, Navy shall be deemed to have agreed with the action taken by EPA which led to or generated the dispute.

67. Upon receipt of the written statement of dispute, EPA and Navy shall engage in dispute resolution among the Project Coordinators and/or their immediate supervisors. EPA and Navy shall have twenty (20) days from the receipt by EPA of the written statement of dispute to resolve the dispute. During this period the Project Coordinators shall meet as many times as are necessary to discuss and attempt resolution of the dispute. Any agreed resolution shall be in writing, signed by EPA and Navy. If agreement cannot be reached on any issue within this twenty (20) day period, Navy may, within ten (10) days of the conclusion of the twenty (20) day dispute resolution period, submit a written notice to EPA escalating the dispute to the Dispute Resolution Committee ("DRC") for resolution. If Navy does not elevate the dispute to the DRC within this ten (10) day escalation period, Navy shall be deemed to have agreed with EPA's position with respect to the dispute.

68. The EPA representative on the DRC is the Director, Division of Environmental Planning and Protection, EPA Region II. The Navy representative on the DRC is the Director, BRAC Program Management Office. These representatives may be changed and they may designate other individuals to act for them. Notice of any change in the representative and delegation of authority from a party's designated representative on the DRC shall be provided to the other parties.

69. The DRC will serve as a forum for resolution of disputes for which agreement has not been reached informally. EPA and Navy shall each designate one individual and an alternate to serve on the DRC. Following escalation of a dispute to the DRC, the DRC shall have twenty (20) days to resolve the dispute. Any agreed resolution shall be in writing and signed by EPA and Navy. If the DRC is unable to resolve the dispute within this twenty (20) day period, Navy may, within ten (10) days of the conclusion of the twenty (20) day dispute resolution period, submit a written Notice of Dispute to the Senior Executive Committee (SEC) for resolution. In the event that the dispute is not escalated to the SEC within the designated ten (10) day escalation period, Navy shall be deemed to have agreed with EPA's position with respect to the dispute.

70. The SEC will serve as the forum for resolution of disputes for which agreement has not been reached by the DRC. The EPA's representative on the SEC is the Regional Administrator of the EPA Region II. The Navy's representative on the SEC is the Deputy Assistant Secretary of the Navy (Environment). The members shall as appropriate confer, meet and exert their best efforts to resolve the dispute and issue a unanimous written decision signed by the parties. If unanimous resolution of the dispute is not reached within twenty-one (21) days, the EPA Regional

Administrator shall issue a written position on the dispute. The Secretary of the Navy may, within ten (10) days of the Regional Administrator's issuance of EPA's position, issue a written notice elevating the dispute to the Administrator of the U.S. EPA for resolution in accordance with all applicable laws and procedures. In the event that Navy elects not to elevate the dispute to the Administrator within the designated ten day escalation period, the Regional Administrator's decision will become final and the work will proceed in accordance with the Regional Administrator's written position with respect to the dispute.

71. Upon escalation of a dispute to the Administrator of the EPA pursuant to Paragraph 70, above, the Administrator will review and resolve the dispute within twenty-one (21) days. Upon request, and prior to resolving the dispute, the EPA Administrator shall meet and confer with the Secretary of the Navy to discuss the issues under dispute. Upon resolution, the Administrator shall provide the Navy with a written final decision setting forth the resolution of the dispute. The duties of the Administrator and the Secretary set forth in this Section shall not be delegated.

72. The pendency of any dispute under this part shall not affect Navy's responsibility for timely performance of the work required by this Consent Order, except that the time period for completion of work affected by such dispute shall be extended for a period of time not to exceed the actual delay caused by the resolution of any good faith dispute in accordance with the procedures specified herein. All elements of the work required by this Consent Order which are not affected by the dispute shall continue and be completed in accordance with the applicable schedule.

73. Within fourteen (14) days of resolution of a dispute pursuant to the procedures specified in this part, Navy shall incorporate the resolution and final determination into the appropriate plan, schedule or procedures and proceed to implement this Consent Order according to the amended plan, schedule or procedure.

74. Resolution of a dispute pursuant to this part of the Consent Order constitutes a final resolution of that dispute arising under this Consent Order. The Parties shall abide by all terms and conditions of any final resolution of dispute obtained pursuant to this part of this Consent Order.

75. The procedures of this section shall not apply to disputes about EPA's designation of its project coordinator or any EPA enforcement actions.

XIX. STIPULATED PENALTIES

76. In the event that the Navy fails to comply with the requirements of this Consent Order EPA may assess a stipulated penalty against the Navy as set forth below. A stipulated penalty may be assessed in an amount not to exceed \$3,000.00 for the first week (or part thereof), and \$6,000.00 for each additional week (or part thereof) for which a failure occurs.

77. Upon determining that the Navy is liable for stipulated penalties, EPA shall so notify the Navy in writing. If the failure in question is not already subject to dispute resolution at the time such notice is received, the Navy shall have fifteen (15) days after receipt of the notice to invoke dispute resolution on the question of whether the failure did in fact occur. The Navy shall not be liable for the stipulated penalty assessed by EPA if the failure is determined, through the dispute resolution process, not to have occurred. Penalties shall accrue but need not be paid during the dispute resolution period. No assessment of a stipulated penalty shall be final until the conclusion of the dispute resolution procedures related to the assessment of the stipulated penalty.

78. Stipulated penalties assessed pursuant to this Part shall be payable to the U.S. Treasury only in the manner and to the extent allowed by law. Should dispute resolution not be invoked or should the Navy be found liable for the penalty pursuant to the dispute resolution process, the Navy shall pay the stipulated penalty following the procedures in Paragraph 79, below. If funds to pay the penalty are not available to the Navy at the time any such penalty becomes due, the Navy shall request the appropriate funding to pay the penalty in the next available budget request. Upon Congressional authorization, and, if necessary, appropriation of the funding the Navy shall be obligated to pay the stipulated penalty, and such payment shall be made in accordance with Paragraph 79, below.

79. Subject to Congressional authorization and if necessary, appropriation, Respondent shall make payments by money order, certified check, electronic funds transfer, or cashier's check payable to the Treasurer of the United States within thirty (30) days of the EPA's notice under paragraph 77, above, or if dispute resolution is invoked within thirty (30) days of the resolution of the dispute. In the event funds to pay the stipulated penalty are not immediately available, the Navy shall pay the stipulated penalty within sixty (60) days after Congressional authorization of and if necessary, appropriation for the payment of the stipulated penalty. Such payment shall be submitted to the following address:

Regional Hearing Clerk
U.S. EPA, Region 2
P.O. Box 360188M
Pittsburgh, PA 15251

80. The caption information (In the Matter of The Department of the Navy) on this Consent Order and the Docket No. RCRA-02-2007-7301 should be clearly typed on the check and any cover letter to ensure proper credit. Respondent shall send simultaneous notices of such payments, including copies of the money order, certified check, company check, electronic funds transfer, or cashier's check to the following:

Carl R. Howard
Assistant Regional Counsel
U.S. EPA, Region 2
290 Broadway
New York, NY 10007-1866

81. Neither the invocation of dispute resolution nor the payment of penalties shall alter in any way Respondent's obligation to comply with the terms and conditions of this Consent Order. The stipulated penalties set forth in this Section do not preclude EPA from pursuing any other remedies or sanctions which may be available to EPA by reason of Respondent's failure to comply with any of the terms and conditions of this Consent Order.

XX. FORCE MAJEURE

82. "Force majeure" for purposes of this Consent Order is defined as any event arising from circumstances beyond the control of Respondent that delays or prevents the performance of any obligation arising under Section VIII (Work to be Performed) and/or the reporting requirements of that section. "Force majeure" specifically does not include increased costs or expenses of complying with the requirements of this Consent Decree.

83. When circumstances are occurring or have occurred that may reasonably be expected to cause a delay in the performance or completion of any requirement of Sections VIII and IX (EPA Approvals and Additional Work) of this Consent Order, Respondent shall notify EPA by telephone of said circumstances within four (4) working days. Such telephone call shall be made to the Chief of the EPA's (Region II) RCRA Program's Branch, whose telephone number at EPA Region II's current office location is (212) 637-4109. EPA will attempt to advise Respondent in writing if this number changes.

84. Within ten (10) working days of the events or events that Respondent contends are responsible for the delay, for which event Respondent is asserting "force majeure", Respondent shall deliver to EPA in writing the: (1) reasons for, and anticipated duration of such delay, (2) the measures taken and to be taken by Respondent to prevent or minimize the delay, (3) the deadlines in the Order and the accompanying work plan that will be affected by the "force majeure", and (4) the timetable for implementation of the measures taken and to be taken by Respondent to prevent or minimize the delay. Such written notification is to be sent to EPA's Project Coordinator noted in Section VIII.

85. Respondent's failure to give oral notice to EPA and/or to give written explanation to EPA as specified by this Section shall constitute a waiver by Respondent of any claim of "force majeure."

86. If EPA and Respondent are unable to agree on whether the reason for the delay or noncompliance was caused by a "force majeure" event, or whether the duration of the adjournment proposed by Respondent is warranted under the circumstances, the parties shall resolve the dispute according to the provisions of this Section XX (Force Majeure). Respondent shall have the burden of proving, by a preponderance of the evidence, "force majeure" as an explanation of any delay in or noncompliance with a requirement of Section VIII (Work to be Performed) and/or Section IX (EPA Approvals and Additional Work) of this Consent Order.

87. Any failure or delay by Respondent in complying with the terms of Sections VIII and/or

Section IX of this Consent Order which delay or failure results from a "force majeure" event, shall not be deemed to be a violation of Respondent's obligations and responsibilities under those Sections. To the extent a delay is caused by a "force majeure" event, the schedule affected by the delay shall be extended, if necessary, for a period equal to only the number of days of actual delay resulting from such circumstances, and Respondent shall not be liable for the number of days of actual delay caused by a "force majeure" event. Respondent, however, shall exercise due diligence in taking all necessary measures to mitigate the period of any such delay.

88. If EPA agrees that a delay or noncompliance is or was attributable to a "force majeure" event and that defense has not been waived, the deadline at issue shall be extended by a length of time not to exceed the duration of the "force majeure" event.

XXI. RESERVATION OF RIGHTS

89. Notwithstanding any other provisions of this Consent Order, EPA retains all of its authority to take, direct, or order any and all actions necessary to protect public health or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants, or contaminants, or hazardous or solid waste or constituents of such wastes, on, at, or from the Facility, including but not limited to the right to bring enforcement actions under RCRA, CERCLA, and any other applicable statutes or regulations.

90. EPA reserves all of its statutory and regulatory powers, authorities, rights, and remedies, both legal and equitable, which may pertain to Respondent's failure to comply with any of the requirements of this Consent Order, including without limitation the assessment of penalties under Section 7003 of RCRA, 42 U.S.C. § 6973, and including the right to both disapprove of work performed by the Respondent and to request that the Respondent perform tasks in addition to those stated in the workplans.

91. This Consent Order shall not be construed as a covenant not to sue, release, waiver, or limitation of any rights, remedies, powers, claims, and/or authorities, civil or criminal, which EPA has under RCRA, CERCLA, or any other statutory, regulatory, or common law authority of the United States.

92. This Consent Order is not intended to be nor shall it be construed to be a permit. Respondent acknowledges and agrees that EPA's approval of the Work and/or Work Plan does not constitute a warranty or representation that the Work and/or Work Plans will achieve the required cleanup or performance standards. Compliance by Respondent with the terms of this Consent Order shall not relieve Respondent of its obligations to comply with RCRA or any other applicable local, state, or federal laws and regulations.

93. Notwithstanding any other provision of this Consent Order, no action or decision by EPA pursuant to this Consent Order, including without limitation, decisions of the Regional Administrator, the Director of the Division of Environmental Planning & Protection, or any authorized representative of EPA, shall constitute final agency action giving rise to any right of

judicial review prior to EPA's initiation of an action to enforce this Consent Order, including an action for penalties or an action to compel Respondent's compliance with the terms and conditions of this Consent Order.

94. This Consent Order and Respondent's consent to its issuance shall not limit or otherwise preclude EPA from taking any additional legal action against Respondent should EPA determine that any such additional legal action is necessary or warranted.

95. This Consent Order shall not relieve Respondent of its obligation to obtain and comply with any federal, commonwealth or local permit nor is this Consent Order intended to be, nor shall it be construed to be, a ruling or determination on, or of, any issue related to any federal, commonwealth or local permit. However, to the extent provided in CERCLA Section 121(e)(1), the Navy shall not be required to obtain permits for any CERCLA removal or remedial action conducted entirely at the Facility; any CERCLA response actions undertaken at the Facility, including the off-shore islands, shall comply with CERCLA, 42 U.S.C. § 9601, et seq. and the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 C.F.R. Part 300. Nothing in this Agreement shall alter the Navy's authority with respect to removal actions conducted pursuant to CERCLA Section 104(a)(2), 42 U.S.C. §9604(a)(2).

96. EPA reserves the right to perform any and all work required by this Consent Order including, but not limited to, any additional site characterization, feasibility study, and/or response or corrective action deemed necessary to investigate and remediate the Facility thoroughly, or to protect human health or the environment

97. Notwithstanding compliance with the terms of this Consent Order, Respondent is not released from liability for the costs of any response actions taken by EPA. EPA reserves any rights it may have to seek reimbursement from the Respondent for any such costs incurred by the EPA. Respondent reserves any rights it may have to challenge such an action.

98. Respondent does not waive any defenses Respondent may have or wish to pursue in any action involving third parties.

99. Nothing in this Consent Order and no determination made or action taken (including any failure to act) pursuant to the Consent Order, including, without limitation, any determination or resolution resulting from Dispute Resolution under Section XVIII, shall constitute an admission or evidence of an admission by Respondent or otherwise constitute an adjudication of any fact or conclusion of law, except in an action or proceeding by EPA to enforce the terms of this Consent Order.

100. Nothing herein shall preclude any actions by EPA to enforce the terms of this Consent Order, or to address or bring any available legal or equitable claim for: (1) any pre-existing or current violations or conditions at the Facility; (2) any emergency conditions or imminent hazard which may exist or arise at the Facility; (3) any corrective action pursuant to the Act or Commonwealth law; or (4) any response action pursuant to CERCLA as amended

101. The Parties recognize that EPA may issue a hazardous waste management permit under the Act or commonwealth law to one or more owner or operator of part or all of the Facility which includes corrective action requirements and which may cover one or more of the same SWMUs or AOCs addressed in this Consent Order. EPA reserves the right to enforce the requirements of such permits, including corrective action, as against the permittee.

102. Although this Consent Order is issued under the Act (RCRA), Navy reserves any right it may have to utilize its own authority, or exercise any other available right as provided by law (including CERCLA, as amended, DERA, or Executive Order 12580) to implement the provisions of this Consent Order and nothing in this Consent Order shall alter Navy's inherent authority with respect to removal actions it may independently conduct pursuant to its own legal authorities. Any such action by the Navy shall, however, be consistent with the provisions of and work required by this Consent Order.

103. Except as otherwise specifically provided herein, the Parties reserve all rights and defenses they may have under any applicable law, executive orders, regulations, and this Consent Order with respect to any person.

XXII. OTHER CLAIMS

104. Respondent waives all claims against the United States relating to or arising out of conduct of this Consent Order, including, but not limited to, contribution and counterclaims.

105. Respondent shall bear its own litigation costs and attorney fees.

106. In any subsequent proceeding initiated by EPA or on behalf of EPA for injunctive or other appropriate relief relating to the Facility, Respondent shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by EPA or on behalf of EPA in the subsequent proceeding were or should have been raised in the present matter.

XXIII. NOTICE OF NON-LIABILITY OF EPA

107. By issuance of this Consent Order, EPA assumes no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondent. EPA shall not be deemed a party to any contract involving the Navy and relating to activities at the Facility and shall not be liable for any claim or cause of action arising from or on account of any act, or the omission of the Navy, its officers, employees, contractors, receivers, trustees, agents or assigns, in carrying out the activities required by this Order.

XXIV. MODIFICATION OF THIS CONSENT ORDER

108. This Consent Order may be modified by the parties. Any such modification, proposed by

the parties, must be approved by EPA. Such modification(s) shall be in writing and shall have as its effective date the date on which it is signed by the Regional Administrator. Any modification is, on its effective date, hereby incorporated into this Consent Order.

109. Notwithstanding the above, the EPA Project Coordinator and Respondent may agree to changes in the scheduling of events. Any such changes must be requested in writing by Respondent and be approved in writing by EPA. In addition, the parties may also agree to amend the work requirements under this Consent Order as Respondent sells and/or otherwise conveys various parcels of the Facility to various third parties. As noted in Section IX (EPA Approvals and Additional Work), above, amendment of work requirements under this Consent Order is expected to follow the issuance of an order(s) to one or more third parties assuming responsibility for corrective action work.

XXV. ENFORCEMENT

110. Navy recognizes its obligations to comply with the applicable federal and commonwealth laws and regulations, including the Act, as set forth in Section 6001 of the Act, 42 U.S.C. § 6961, and Section 102 of the Federal Facility Compliance Act, and to faithfully discharge the requirements of this Consent Order.

XXVI. FUNDING

111. It is the expectation of the Parties to this Agreement that all obligations of the Navy arising under this Agreement will be fully funded. The Navy agrees to seek sufficient funding through its budgetary process to fulfill its obligations under this Agreement. Failure to obtain adequate funds or appropriations from Congress does not, in any way, release Navy from its obligation under this Consent Order to comply with RCRA, or any applicable law or regulation. If sufficient funds are not appropriated by the Congress as requested and existing funds are not available to achieve compliance with the schedules provided in this Consent Order, EPA reserves its right to initiate any other action which would be appropriate absent this Consent Order.

112. Any requirement for the payment or obligation of funds, including penalties, by the Navy established by the terms of this Agreement shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341. In cases where payment or obligation of funds would constitute a violation of the Anti-Deficiency Act, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted. In the event of the Navy reassuming responsibility for work pursuant to Section X of this Consent Order, Navy's obligations are suspended in the event of insufficient availability of appropriated funds, if the Navy, upon resumption of its responsibilities, makes a timely request to Congress for such funds.

113. Navy has informed EPA that funding authorized and appropriated annually by Congress under the BRAC appropriation in the Department of Defense Appropriations Act and proceeds made available to the BRAC account will be the sources of funds for activities required by this

Agreement. However, should these sources be inadequate in any year to meet the total Navy's implementation requirements under this Agreement, the Navy will prioritize and allocate that year's appropriation or funds available. In the event of the Navy reassuming responsibility for work pursuant to Section X of this Order, the Navy will use best efforts to find funding to allow the work to proceed without delay and if complete funding cannot be obtained immediately, to proceed with work that can be funded. The Navy's obligations are suspended in the event of insufficient availability of funds, provided that the Navy, upon resumption of its responsibilities, makes a timely request to Congress for such funds. Navy has informed EPA that the Navy plans to treat its activities implementing this Order as Installation Restoration matters consistent with Title 10 Chapter 160, which requires that those activities be consistent with CERCLA and the NCP.

114. If appropriated funds are not available to fulfill the Navy's obligations under this Agreement, EPA reserves the right to initiate an action against any other person, or to take any action, which would be appropriate absent this Agreement.

XXVII. TERMINATION AND SATISFACTION

115. The provisions of this Consent Order shall be deemed satisfied and the obligations of Respondent under this Consent Order shall terminate upon Respondent's receipt of a written statement from EPA stating that Respondent has completed, to EPA's satisfaction, as noted in Paragraph 116, below, the terms of this Consent Order. Termination of this Consent Order will be subject, unless otherwise agreed, to Respondent's on-going obligations to comply with provisions within Sections VIII (Work To Be Performed), the annual reports on Land Use Controls or other institutional and engineering controls, and transferred parcels (Paragraph 27(G)); XIV (Sampling, Access and Data Availability)(Paragraphs 48, 51-54); XVI (Record Retention); XXI (Reservation of Rights); XXVI (Funding); and XXVIII (Public Comment on this Consent Order and Decisions Made Pursuant to this Consent Order)(Paragraph 122) of this Consent Order, and to maintain institutional and engineering controls and to satisfy any other on-going obligations. So long as Respondent is performing work pursuant to, or required by this Consent Order, this Consent Order shall not be deemed terminated or satisfied.

116. Upon the satisfactory completion of all required actions, including all corrective action for which the Navy and all Third Parties are responsible, and upon written request by Respondent, EPA shall endeavor to send to Respondent a written notice of satisfaction of the terms of this Consent Order as soon as practicable. The notice will state that EPA considers Respondent to have satisfied the terms of this Consent Order.

XXVIII. PUBLIC COMMENT ON THIS CONSENT ORDER AND DECISIONS MADE PURSUANT TO THIS CONSENT ORDER

117. EPA shall provide public notice, a public meeting (or the equivalent) and a reasonable opportunity for public comment on the Consent Order. After consideration of any comments submitted during a public comment period, EPA may not issue this Consent Order or may seek to

amend all or part of this Consent Order if EPA determines that comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper, or inadequate in whole or in part.

118. Public Participation procedures will conform with guidance, set forth in the September 1996 RCRA Public Participation Manual, and EPA's Office of Solid Waste and Emergency Response Directives 9901.3 "Guidance for Public Involvement In RCRA Section 3008(h) Actions" (May 5, 1987), and 9902.6 "RCRA Corrective Action Decision Documents: The Statement of Basis and Response to Comments" (April 29, 1991), or other current EPA regulation or guidance, as appropriate.

119. As requested by EPA, Respondent will make any relevant documents, including any RCRA Facility Investigation (RFI), Corrective Measures Study (CMS), and/or Corrective Measures Implementation (CMI) Work Plan(s) and/or Final Report(s), and any other documents developed pursuant to the requirements of this Order available for public review and comment.

120. Following EPA's tentative decision to approve, subject to public review and comment, a draft Final CMS Report and the recommended final corrective measure(s)/remedy(ies), including no further action, EPA may issue a public notice on the proposed final corrective measure(s), including any no further action determination(s), and make available to the public for review and comment for at least thirty (30) days, both the RCRA Facility Investigation Final Report (or summary of report) and the Corrective Measure Study draft Final Report (or summary of report), and any Statement of Basis that may exist for the final corrective measure/remedy decision, and if appropriate, any draft Final Corrective Measures Implementation (CMI) Work Plan that may exist for the proposed corrective measure(s)/remedy(ies).

121. Following the public review and comment on the draft Final CMS Report and, as warranted the draft Final CMI Work Plan, EPA shall notify Respondent in writing of the corrective measures selected by EPA, and, if acceptable EPA's approval of the CMS Report and the CMI Work Plan. The EPA approved CMS Report and the CMI Work Plan shall be incorporated into this Order by reference. Respondent shall then implement the corrective measure/final remedy pursuant to schedules set forth in the approved CMI Work Plan. If the corrective measure(s) recommended in the draft Final Corrective Measure Study Report is (are) not the corrective measure(s)/final remedy selected by EPA after consideration of comments received during the public comment period, EPA shall inform Respondent in writing of the reasons for such decision, and if EPA so directs, Respondent shall modify the draft Final CMS Report and/or any CMI Work Plan that may exist based upon public comments, and EPA direction.

122. Respondent shall establish and maintain a Public Repository, located within 5 miles of the Facility, where the public may inspect all documents developed pursuant to this Consent Order or referenced in this Consent Order. Within ten (10) days of the effective date of this Consent Order Respondent shall place at least one (1) paper copy of all documents developed pursuant to this Consent Order or referenced in this Consent Order in the Public Repository, or for documents developed following the effective date of this Consent Order, within twenty one (21) days of EPA's request that

such document be placed in the Public Repository. Respondent shall continue to maintain this Public Repository until this Consent Order is terminated pursuant to Paragraph 116 of Section XXVII, above. Respondent shall provide Spanish translations of the documents noted below (following EPA's conditional approval of the English version of the document), and as directed by EPA: Public Notices; Fact Sheets and other descriptive summaries of important documents to assist in public outreach; and summary sections of important reports and/or of work plans (but not the full report/work plan). The intention of the parties is to provide translations consistent with EPA, Region 2's Policy on Translations and Interpretations, dated December 10, 1997. EPA reserves its right to ask Respondent to translate additional materials consistent with this Policy, where EPA deems such translation to be important. If EPA requests that the Navy translate additional materials, this, upon the Navy's request, will be subject to approval by the EPA Deputy Regional Administrator and if approved, the Navy will be provided with a writing confirming the Deputy's approval of EPA's request.

XXIX. SEVERABILITY

123. If any provision or authority of this Consent Order or the application of this Consent Order to any party or circumstance is found to be invalid, or is temporarily stayed, the remainder of this Consent Order shall remain in force and shall not be affected thereby.

XXX. EFFECTIVE DATE

124. This Consent Order shall be effective five days after the date EPA signs this Consent Order after the public comment period as specified in Section XXVIII (Public Comment on This Consent Order) above.

XXXI. CONSENT

125. Respondent consents to the issuance of this Consent Order, and agrees to undertake all actions required by the terms and conditions of this Consent Order, including any portions of the Consent Order incorporated by reference. Respondent consents to the issuance of this Consent Order, as an Order, pursuant to Section 7003 of RCRA, 42 U.S.C. § 6973, and explicitly waives its right to request a hearing on this matter. In addition, Respondent consents to and agrees not to contest either EPA's jurisdiction to enforce or compel compliance with any term of this Consent Order or the validity of this Consent Order and all of its provisions. The parties, however, acknowledge that disputes between units of the executive branch are not resolved in federal court.

126. Each undersigned signatory to this Consent Order certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Order.

In The Matter of:

United States Department of the Navy
Naval Activity Puerto Rico,
formerly Naval Station Roosevelt Roads
Puerto Rico

Agreed this 12 day of January, ~~2006~~ 2007.

By: Signature:  _____

Print Name: B. J. Penn: _____

Title: Assistant Secretary of the Navy for Installations and Environment (ASN (I & E))

Respondent's name and address: United States, The Department of the Navy

In The Matter of:

United States Department of the Navy
Naval Activity Puerto Rico,
formerly Naval Station Roosevelt Roads
Puerto Rico

It is so ORDERED and Agreed this 21st day of January, 2007.

By: Alan J. Steinberg
Alan J. Steinberg
Regional Administrator
Region 2, U.S. Environmental Protection Agency

ATTACHMENT I

Naval Activity Puerto Rico (NAPR)

Documentation of Releases:

A. Based on the July 15, 2005 "*Phase I/II Environmental Condition of Property Report*" (the ECP Report), the following 18 areas, which are now identified as SWMUs or AOCs, are stipulated to have releases:

SWMU 56 (a/k/a ECP 2)- Hanger 200 Apron

SWMU 57 (a/k/a ECP 3) - Facility No. 278 POL Drum Storage Area

SWMU 59 (a/k/a ECP 5) - Former Vehicle Maintenance and Refueling Area

SWMU 60 (a/k/a ECP 6) - Former Landfill at the Marina

SWMU 61 (a/k/a ECP 7) - Former Bundy Area Maintenance Facilities

SWMU 62 (a/k/a ECP 8) - Former Bundy Disposal Area

SWMU 67(a/k/a ECP 13) - Former Gas Station

SWMU 68 (a/k/a ECP 14) - Former Southern Fire Training Area

SWMU 69 (a/k/a ECP 15) - Aircraft Parking Area

SWMU 70 (a/k/a ECP 16) - Disposal Area Northwest of Landfill

SWMU 71 (a/k/a ECP 17) - Quarry Disposal Site

SWMU 73 (a/k/a ECP 19) - DRMO Scrap Metal Recycling Yard

SWMU 74 (a/k/a ECP 20) - Fuel Pipelines and Hydrant Pits

SWMU 75 (a/k/a ECP 21) - Building 803

SWMU 76 (a/k/a ECP 22) - Building 2300

SWMU 77 (a/k/a ECP 1) - small arms range and possible former open

burning/open detonation (OB/OD) areas located on peninsula on Punta Medio Mundo

AOC E (a/k/a ECP 23) - offshore islands Pineros and Cabeza de Perro

AOC F - Monitored Natural Attenuation Sites 124, 731, 734, 2842B, 1738, and 520¹, and 735 and 1995².

B. Extensive environmental sampling has occurred at the Facility pursuant to the 1994 RCRA permit issued to Naval Station Roosevelt Roads. Details of the evidence of releases at those SWMUs and AOCs identified pursuant to that 1994 RCRA permit where releases have been documented are discussed below:

SWMU 1, Army Cremator Disposal Site: SWMU 1 is located east of the Navy Lodge and is bounded to the north by Kearsage Road, mangroves and Ensenada Honda to the east and south, and the Navy Lodge and Bowling Alley to the west. SWMU 1 was in operation from the 1940s to the 1960s and consists of an abandoned, unlined landfill. An estimated 100,000 tons of waste including scrap metal, inert ordnance, batteries, tires, appliances, cars, cables, dry cleaning solvent cans, paint cans, gas cylinders, construction debris, dead animals, and residential waste were disposed of at this unit (Ref. 5). Prior to the Phase I RFI, a Supplemental Investigation (SI) was performed and consisted of a geophysical investigation (electromagnetic terrain profiling and magnetometry) and collection of 17 soil samples and one groundwater sample. Phase I RFI activities were conducted in 1996 through 1997 and included collecting 15 surface soil samples, 16 subsurface soil samples, nine groundwater samples, three surface water samples, and three sediment samples. No contaminants were detected in surface soil or subsurface soil above the EPA Region 3 industrial risk-based concentrations (RBCs). Arsenic was detected in sediment collected from mangroves and Ensenada Honda at SWMU 1 exceeding the EPA Region 3 industrial RBCs. Semi-volatile organic compounds (SVOCs), volatile organic compounds (VOCs), herbicides, dioxins/furans, and metals were detected in groundwater above Federal Maximum Contaminant Levels (MCLs) or Region 3 tap water RBCs. Metals were detected in surface water collected from mangroves at SWMU 1 above Federal MCLs and/or Federal Ambient Water Quality Criteria (FAWQC).

SWMU 2, Langley Drive Disposal Site: SWMU 2 is located along Langley Drive approximately 2,000 feet northeast of the Navy Exchange and adjacent to mangroves. This SWMU consists of an abandoned, unlined landfill that was operational from 1939 to 1959. SWMU 2 is believed to have been used for the disposal of hazardous and nonhazardous wastes. Prior to the Phase I RFI, an SI was performed and 16 soil samples and one groundwater

¹ As described in the December 2003 "Year 3 Summary Report for Monitored Natural Attenuation Sites 124, 731, 734, 2842B, 1738, and 520" prepared for the Navy by CH2MHILL.

² As indicated in the April 2004 "Year 2003 Summary Report and Groundwater Test Results for UST Sites 735 and 1995" prepared for Naval Activity Puerto Rico by BoksoMoni Environmental, under contract with Cape Environmental.

sample were collected. Phase I RFI activities were conducted in 1996 and included collecting eight surface soil samples, four subsurface soil samples, three groundwater samples, and three sediment samples. Metals were detected in surface soil and subsurface soil above EPA Region 3 industrial RBCs. In addition, benzo(a)pyrene and arsenic were detected in sediment collected from mangroves or Ensenada Honda adjacent to SWMU 2 above the EPA Region 3 industrial RBC. VOCs, pesticides, and metals were detected in groundwater above Federal MCLs or Region 3 tap water RBCs. SVOCs and metals were detected in surface water collected from mangroves at SWMU 2 above Federal MCLs and/or FAWQC (Ref. 5).

SWMU 3, Base Landfill: This SWMU is located south of the Forrestal Wastewater Treatment Plant (Building 1758) and Former Incinerator Area (SWMU 30) and is currently an active landfill that has been in operation since the 1960s. The landfill covers approximately 85 acres and was separated into several disposal areas. A new vertical cell of two acres was finished in March 1999 at the Base Landfill, and was placed into operation in June 2000 in accordance with the PREQB Solid Waste Management regulations. The design of the new cell included a two-foot clay liner, and a run-on/runoff collection pond. RFI activities were conducted at SWMU 3 in 2002 and included collecting 17 sediment samples from Puerca Bay or Ensenada Honda and nine groundwater samples. It should be noted that because this is an active landfill, soil investigations were not conducted during the RFI and are expected to be delayed until closure of the landfill. Although the nature and extent of soil contamination at SWMU 3 has not been currently defined, institutional and engineering controls (e.g., use of personal protective equipment) have been implemented at this unit to mitigate or minimize exposure to potentially contaminated soil. Therefore, exposure to potentially contaminated soil is not currently expected to be of concern. SVOCs and metals were detected in groundwater above Federal MCLs or EPA Region 3 tap water RBCs (Ref. 20). Dioxins/furans and metals were detected in sediment above EPA Region 3 industrial and residential RBCs.

SWMU 6, Building 145 and AOC B, Building 25: SWMU 6 and AOC B are adjacent to each other in a limited access area of NAPR at the northeast section of Ensenada Honda. SWMU 6 consists of Building 145, which is a partially subterranean concrete bunker, and AOC B primarily consists of remnants of former Building 25. Drums and other containers were formerly stored in Building 145 since 1957. Phase I and Phase II RFI activities were conducted in 1996 and 1997, respectively, and 14 surface soil samples, 16 subsurface soil samples, three groundwater samples, and one standing surface water sample were collected. Dioxins/furans, metals, pesticides, and SVOCs were detected in surface soil above EPA Region 3 industrial RBCs. Metals were detected in groundwater above Federal MCLs or EPA Region 3 tap water RBCs. Metals, pesticides, and SVOCs were detected in surface water above Federal MCLs and/or EPA Region 3 tap water RBCs (Refs. 3, 4). Risks to on-site workers were evaluated and shown to be within acceptable limits.

SWMU 7/8, Tow Way Fuel Farm (TWFF): SWMU 7/8 is located along Forrestal Road north of the Ensenada Honda. SWMU 7 currently consists of seven underground storage tanks (USTs) for storage of diesel fuel marine (DFM) and jet fuel (JP-5). SWMU 8 consists of suspected excavated sludge pits adjacent to the tanks formerly used during tank cleaning operations (a common industry practice). Numerous environmental investigations have been performed at TWFF since the 1980s and investigations post-permit include: a Multi-Stage Product Recovery

Test Report (1996), Closure Report for Tank 56A/B (1996), Project Close-Out Report Interim Corrective Measure Free Product Recovery System (1997), Corrective Measures Study Investigation (1998). Both soil and groundwater at SWMU 7 have been impacted by release from underground storage tanks (USTs) and free product is also present in the subsurface. A free product recovery system was installed in 1997 as an interim corrective measure (ICM) and approximately 1,722 gallons of free product was recovered from March 1997 through April 2002 (Ref. 21). Metals, semi-volatile organic constituents (SVOCs), and volatile organic constituents (VOCs) were detected in groundwater above Federal MCLs or EPA Region 3 tap water RBCs. Metals and SVOCs were detected in surface soil at SWMU 7/8 and sediment collected from Ensenada Honda (adjacent to SWMU 7/8) above EPA Region 3 industrial RBCs. In addition, metals and SVOCs were detected in surface water collected from Ensenada Honda (adjacent to SWMU 7/8) above EPA Region 3 tap water RBCs and/or FAWQC.

SWMU 9, Tanks 212-217 Sludge Disposal Pits: SWMU 9 consists of six USTs (Tanks 212 - 217), installed in 1948, and associated unlined earthen pits with sludges from the tank bottoms. The SWMU was divided into three areas (A, B, and C): Area A includes Tanks 212 and 213, Area B includes Tanks 214 and 215, and Area C includes Tanks 216 and 217. Areas A and B are located north of Forrestal Drive along Manila Bay Street. Area C is approximately 4,000 feet southeast of Area A and B. Tanks 212 and 213 are still in service for diesel fuel and unleaded gasoline, respectively, but the remaining tanks are not currently utilized. The RFI at SWMU 9 was conducted in three phases of investigation: Phase I was conducted in 1996, Phase II in 1997, and Phase III in 1999 (Refs. 3, 4, and 9). A total of ten surface soil, 54 subsurface soil, 51 groundwater (31 of which 31 samples analyzed at on-site laboratory), six sediment, and six surface water samples were collected during the RFI. Additional data was collected in 2000 as part of the CMS investigation and included 16 sediment samples, 3 surface soil samples, and 16 surface water samples. Metals, SVOCs, and VOCs were detected in groundwater above Federal MCLs or EPA Region 3 tap water RBCs. Metals were detected in surface and subsurface soil above EPA Region 3 industrial RBCs. Metals and SVOCs were detected in sediment collected from mangroves at SWMU 9 above EPA Region 3 industrial RBCs. Metals were detected in surface water collected from mangroves or Ensenada Honda SWMU 9 above Federal MCLs and/or FAWQC.

SWMU 10, Substation 2/Building 90: SWMU 10 is located near the intersection of Forrestal Drive and Valley Forge Road. This area was formerly used to repair electrical transformers and PCB-containing transformer oil may have been poured on the ground. A Remedial Investigation/Feasibility Study (RI/FS) was conducted in 1992 and indicated that surface soil was contaminated with PCBs. Soil at SWMU 10 was remediated during the ICM implemented in 1995. Approximately 235 cubic yards of surface soil (excavated to one foot below ground surface (bgs)) and subsurface soil (excavated from hot spot locations) were removed during excavation activities. Confirmation sampling indicated that the residual concentrations are below the Toxic Substance and Control Act (TSCA) cleanup level (10 ppm) (Refs. 3, 18).

Phase I and Phase II RFI activities were conducted for groundwater at SWMU 10 due to the potential of PCBs migrating from soil to groundwater (Refs. 3, 4). A total of six groundwater samples were collected during Phase I and Phase II RFI activities. No PCBs were detected in groundwater at SWMU 10. However, methylene chloride, chloroform, and acetophenone were detected in groundwater above the Federal MCLs and/or tap water RBC during Phase I RFI. No SVOCs or VOCs were detected in groundwater during the Phase II RFI. Since SVOCs and

VOCs were not associated with a release or waste management activities at SWMU 10, no further action was recommended for groundwater at this SWMU in the Draft CMS Investigation Report (Ref. 18).

SWMU 11/45, Building 38: SWMU 11 is located along a dirt access road south of Forrestal Road and north of SWMU 3. SWMU 11 consists of the interior of Building 38, the “Old Power Plant,” which was operational in the 1940s, and was previously a TSCA-regulated PCB storage area. SWMU 45 includes the area surrounding Building 38 as well as a cooling water tunnel extending from Building 38 to Puerca Bay. Two former 50,000-gallon Bunker C Fuel underground storage tanks (USTs) were located adjacent to the building. An RI/FS was performed in 1992 and determined that concrete surfaces and soil surrounding Building 38 as well as sediments from Puerca Bay were contaminated with PCBs. An ICM for impacted soil was performed in 1994 and included excavation of the contaminated soil and confirmation sampling to ensure that the cleanup goals (TSCA level of 10 ppm) were achieved. In 1996, the cooling water tunnel was decommissioned and sealed as an ICM to address the reported discharges from the cooling water tunnels to the bay. Phase I RFI activities (Ref. 3), initiated in 1996, included collecting four surface soil samples, eight subsurface soil samples, nine sediment samples, eight groundwater samples, and 125 wipe samples from Building 38's floors and walls. Metals were detected in subsurface soil above EPA Region 3 industrial RBCs. SVOCs were detected in sediment above EPA Region 3 industrial and residential RBCs (Ref. 5). PCBs, SVOCs, and metals were detected in groundwater above Federal MCLs or EPA Region 3 tap water RBCs. Aroclor-1260 was detected in wipe samples at concentrations ranging from 0.22 µg/l (11WS091) to 330,000 µg/l (11WS041). However, subsequent to sample collection, a fire occurred within Building 38. Due to the fire, the wipe sampling results were deemed unusable. Thus, SWMU 11 requires recharacterization for PCBs and dioxins/furans, which are combustion products of PCBs. A Final Recharacterization Work Plan was submitted to EPA on July 21, 2003 (Ref. 23).

SWMU 12, Fire Training Area Oil/Water Separator: SWMU 12 is located north of the base airfield and adjacent to SWMU 14. SWMU consists of a oil/water separator that is utilized for recycling oil used during fire training activities. Four surface soil samples were collected and analyzed at this SWMU during Phase I RFI activities conducted in 1996 (Ref. 3). No contaminants were detected in surface soil above industrial RBCs. Gasoline range organics (GRO) were detected in two soil samples; however, the GRO concentrations fell below the PREQB guideline standard of 100 mg/kg.

SWMU 13, Old Pest Control Shop: SWMU 13 is located adjacent to Forrestal Drive and includes the former Old Pest Control Shop (Building 258), surrounding area, and drainage ditch behind Building 258. Building 258 was used from the 1950s through 1983 for storage of pesticides and was demolished in 1988 subsequent to major burricane damage. Phase I and Phase II RFI activities (Refs. 3, 4) were conducted in 1996 and 1997, respectively, and a total of nine surface soil samples and 16 sediment samples were collected during the RFI. No contaminants were detected in surface soil above EPA Region 3 industrial RBCs. Pesticides were detected in sediment collected from the drainage ditch above EPA Region 3 RBCs. A CMS report was submitted to EPA on August 4, 2000 (Ref. 12), and was approved by EPA on September 15, 2000. The proposed remedy for SWMU 13 is excavation of drainage ditch sediments and implementation is pending public comment.

SWMU 14, Fire Training Pit Area: SWMU 14 is located adjacent to the NAPR airfield and currently consists of a lined pit used for fire training activities. Prior to construction of the lined pit in 1983, two unlined pits were used for fire training activities. These two pits were operational from the 1960s until 1983. Five surface soil samples were collected from SWMU 14 during Phase I RFI activities conducted in 1996 (Ref. 3). SVOCs were detected in surface soil above industrial RBCs. NAPR requested that additional investigation be suspended until the SWMU is ready for closure (Ref. 13). Thus, no subsurface soil or groundwater data is available for this SWMU. EPA approved this request in a letter dated May 4, 2001 (Ref. 16); thus, an RFI will be required once fire training activities have ceased.

SWMU 23, Oil Spill Separator Tanks: SWMU 23 is located approximately 100 feet inshore from the fuel pier and consists of three oil spill separator tanks for processing waste pumped from the Ships Waste Off-Load Barges (SWOBs). The separated oil subsequently is transferred to the Oil Spill Oil/Water Separator (SWMU 24). Two surface soil samples were collected during Phase I RFI activities conducted in 1996 (Ref. 3). No contaminants were detected above EPA Region 3 industrial RBCs.

SWMU 24, Oil Spill Oil/Water Separator: SWMU 24 is located just west of SWMU 23 and consists of an oil/water separator with a concrete structure built below ground with a steel grating covering the top at ground level. The oil/water separator receives discharge from SWMU 23 and has approximately a 1,500 gallon capacity. One surface soil sample was collected during Phase I RFI activities in 1996 and no contaminants were detected above EPA Region 3 industrial RBCs (Ref. 3).

SWMU 25, DRMO Storage Yard: SWMU 25 is located adjacent to the flammable materials storage building (Building 2009). SWMU 25 includes the Defense Reutilization and Marketing Office (DRMO) facility, which consists of an administrative/hazardous waste storage building, a large metal building used for waste storage, a flammable material storage building, some storage racks, and a large fenced area where surplus material is stored. Nine surface soil samples at SWMU 25 and one sediment sample from a surface drainage ditch at SWMU 25 were collected during Phase I RFI activities conducted in 1996 (Ref. 3). No contaminants were detected above EPA Region 3 industrial RBCs and no further action was recommended in the RFI report.

SWMU 30, Former Incinerator: SWMU 30 is located adjacent to the Sanitary Sewage Treatment Plant and consists of former incinerator which was original installed in 1973. In 1983, this incinerator was dismantled and replaced. Reportedly, the new incinerator has not been utilized. Classified material, contaminated diesel oil, JP-5 fuel (usually mixed with some lube oil), solvents, and sludge residue were reportedly burned in the original incinerator. A former 550-gallon diesel fuel UST was associated with the original incinerator. No free product was encountered during decommissioning of the UST in 1993. However, residual petroleum contamination was subsequently detected in subsurface soil during an investigation performed in 1994. Nineteen subsurface soil samples and five groundwater samples were collected during the 1994 investigation and no contaminants were detected above relevant screening criteria (EPA Region 3 industrial soil RBCs, Federal MCLs and/or EPA Region 3 tap water RBCs). Phase I and Phase II RFI activities were conducted in 1995 and 1999, respectively, and included 11 surface soil samples, 19 subsurface soil samples, and two groundwater samples. PCBs were detected in subsurface soil above EPA Region 3 industrial RBCs and metals were detected in groundwater above Federal MCLs or EPA Region 3 tap water RBCs during the RFI (Ref. 8).

SWMU 31/32, Waste Oil Collection Area and Battery Collection Area: SWMU 31/32 is located in the Public Works Department Operation Yard, near the Transportation Shop (Building 31). SWMU 31 consists of an outdoor area, with a curbed concrete storage pad used for temporary storage of waste oil. SWMU 32 is an outdoor area where discarded batteries were formerly stored but is currently used to store heavy equipment. Phase I and Phase II RFI activities and CMS investigation were conducted at SWMU 31/32 in 1995, 1997, and 1999, respectively (Refs. 3, 4, and 10). A total of 30 surface soil samples were collected during the RFI and CMS investigation. Dioxins and furans were detected in surface soil during the RFI and CMS investigation. The 1999 congenner-specific data were converted to 2,3,7,8-tetrachlorodibenzodioxin (TCDD) toxicity equivalent (TEQ) concentrations and screened against Agency for Toxic Substance and Disease Registry (ASTDR) interim criteria of 50 parts per trillion (ppt) in the final CMS report. TEQ concentrations were detected above the ASTDR interim criteria and industrial RBC for TCDD. A Final Basis of Design Corrective Measures Implementation (CMI) Work Plan for SWMU 31/32 was submitted to EPA on January 25, 2001 (Ref. 15) and approved by EPA on May 4, 2001 (Ref. 16). The planned remedy for these SWMUs are to install an asphalt cap and implement institutional controls; however, execution of this remedy is pending public comment.

SWMU 37, Waste Oil Storage Area/Building 200: SWMU 37 is located north of Building 200 and consists of a covered concrete pad used for drum storage. Phase I RFI activities were conducted in 1995 and included collecting four surface soil samples. SVOCs were detected in surface soil above EPA Region 3 industrial RBCs (Ref. 3). Risks to on-site workers were evaluated and shown to be within acceptable limits.

SWMU 39, Former Battery Drain Area/Building 3158: SWMU 39 is located adjacent to Building 3158, formerly used for battery storage, and consisted of a covered battery drainage area. Battery contents were poured into the drain tank and the battery acid was caught below in a container. Two surface soil samples were collected during Phase I RFI activities conducted in 1995. No contaminants were detected in surface soil above EPA Region 3 industrial RBCs (Ref. 3).

SWMU 46, Pole Storage Yard Covered Pad: SWMU 46 is located adjacent to AOC C behind Buildings 2326 and 2042 and was historically used as a storage area for transformers and 55-gallon drums of PCB-contaminated material. SWMU 46 consists of two covered concrete pads surrounded by a chain link fence, presently used for less than 90 day hazardous waste storage/accumulating facilities for base operations. Phase I and Phase II RFI activities (Refs. 3, 4) conducted in 1995 and 1997, respectively, included collecting 27 surface soil samples and 13 subsurface soil samples. SVOCs, PCBs, and metals were detected in surface soil above EPA Region 3 industrial RBCs. No contaminants were detected in subsurface soil above EPA Region 3 industrial RBCs. A 100 Percent Basis of Design CMI Work Plan for SWMU 46 was submitted to EPA on January 25, 2001 (Ref. 15), and approved by EPA on May 5, 2001 (Ref. 16). The planned remedy for this SWMUs is to excavate contaminated surface soil; however, execution of this remedy is pending public comment.

SWMU 51, New AIMD Storage Pad/Building 379: SWMU 51 is located adjacent to Building 379. This SWMU was utilized by Aircraft Intermediate Maintenance Detachment (AIMD) facilities and consists of a concrete storage pad and a 200-gallon aboveground storage tank

(AST). The storage pad is covered, enclosed with a cyclone fence, and surrounded by asphalt. Phase I RFI activities were conducted in 1995 and included collecting five surface soil samples (Ref. 3). No contaminants were detected in surface soil samples above EPA Region 3 industrial RBCs. No further action was recommended in the RFI report (Ref. 3).

SWMU 53, Building 64 (Malaria Control Building): SWMU 53 is located approximately 200 feet from Forrestal Drive and consists of Building 64 (Malaria Control Building). This building was built in 1942 and condemned in 1980. The building remains intact but is currently unoccupied. Phase I and Phase II RFI activities were conducted in 2000 and 2002 and included collecting 15 surface soil and 14 subsurface soil samples. Metals were detected in surface soil above EPA Region 3 industrial RBCs. No contaminants were detected in subsurface soil above EPA Region 3 industrial RBCs. A Final CMS Work Plan for SWMUs 53 and 54 (Ref. 19) was submitted to EPA on March 7, 2003, and approved on June 3, 2003 (Ref. 24).

SWMU 54, Building 1914 (Former NEX Repair/Maintenance Shop): SWMU 54 is located north-northeast across Bairoko Street from SWMU 26 and west across Bairoko Street from Building 1686 (Former Base Laundromat) and consists of Building 1914. Building 1914 was built in 1979 and is currently unoccupied. The building was used to perform maintenance on vehicles (e.g., oil changes, lubrications). Site 510 is also included in this SWMU and was the location of a former 4,000-gallon UST, south of Building 1914. The date of installation and the type of fuel stored is unknown (assumed to be gasoline), but it was decommissioned in 1992. Phase I and Phase II RFI activities were conducted in 2000 and 2002 and included collecting 26 groundwater samples, three surface soil, and four subsurface soil samples. No contaminants were detected in surface soil or subsurface soil above EPA Region 3 industrial RBCs. However, 1,1-dichloroethene, 1,2-dichloroethane, benzene, chloroform, ethylbenzene, isobutanol, toluene, trichloroethene, xylene, 2-methylnaphthalene, and naphthalene were detected in groundwater above Federal MCLs or EPA Region 3 tap water RBCs.

SWMU 55, Trichloroethene (TCE) Groundwater Plume at Tow Way Fuel Farm: This SWMU was previously considered associated with releases at SWMU 7/8, but was identified as a separate SWMU in February 2004. Environmental sampling at this SWMU was implemented under the Additional Data Collection Investigation (2002), and the Trichloroethene (TCE) Plume Delineation and Source Investigation Work Plan (2003), and summarized in the Draft Corrective Measures Study Final Report for SWMUs 54 and 55 (2004). The volatile organic constituent (VOC) TCE has been detected in groundwater above Federal MCLs or EPA Region 3 tap water RBCs.

AOC C, Discarded transformer and electrical equipment accumulation area: AOC C is south of SWMU 46 behind Buildings 2326 and 2042. AOC C currently consists of three raised concrete pads with curbing, which formerly stored transformers and other miscellaneous electric equipment. RFI activities conducted in 1997 included collecting 27 surface soil samples and 14 subsurface soil samples (Ref. 4). SVOCs, PCBs, and metals were detected in surface soil above EPA Region 3 industrial RBCs. A 100 Percent Basis of Design CMI Work Plan for AOC C was submitted to EPA on January 25, 2001 (Ref. 15), and approved by EPA on May 5, 2001 (Ref. 16). The planned remedy for this AOC is to excavate contaminated surface soil.

AOC D, Ensenada Honda Sediments: AOC D consists of Ensenada Honda sediment that are believed to have been impacted due to releases from SWMU 1, SWMU 2, SWMU 3, and SWMU

7/8, which are along the shoreline of Ensenada Honda. The exact contaminant transport pathway has not been defined; however, evidence suggests that contaminated surface runoff from SWMU 1, SWMU 2, SWMU 3, and SWMU 7/8 is the most likely contaminant transport pathway, versus discharge of contaminated groundwater from those SWMUs to the surface.

C. GROUNDWATER: Contaminant concentrations detected in the groundwater at 11 SWMUs and one AOC identified pursuant to the 1994 RCRA permit (SWMUs 1 through 3, SWMU 6, SWMU 7/8, SWMU 9, SWMU 11/45, SWMU 30 and SWMU 54, and AOC B) exceeded Federal MCLs and/or EPA Region 3 tap water RBCs. The maximum detected concentrations and the identification number of the sample containing that maximum detected concentration are presented below. Also, the relevant screening criteria are provided below and include the April 2003 EPA Region 3 tap water RBCs, Federal MCLs, National Primary Drinking Water Regulation (NPDWR) Action Level for Lead (tap water RBC not available), or site-specific corrective action objectives (CAOs).

SWMU 1, Army Cremator Disposal Site: The maximum detected concentrations in groundwater exceeding EPA Region 3 tap water RBCs and/or Federal MCLs are as follows: 2 µg/l of chloroform (1MW04) [RBC = 0.15 µg/l], 1.1 µg/l of 1,1,2,2-tetrachloroethane (5GW1) [RBC = 0.053 µg/l], 25 µg/l of pentachlorophenol (5GW4) [RBC = 0.56 µg/l, MCL = 1 µg/l], 22 µg/l of bis(2-ethylhexyl)phthalate (5GW05) [RBC = 4.8 µg/l, MCL = 6 µg/l], 0.0032 µg/l of heptachlor (05GW101A) [RBC = 0.015 µg/l], 0.1 µg/l of aldrin (1MW02) [RBC = 0.0039 µg/l], 0.00005 µg/l of total HxCDD (5GW02) [RBC = 0.000015 µg/l], 86.7 µg/l of total antimony (1MW01D) [RBC = 15 µg/l, MCL = 6 µg/l], 93.4 µg/l of total arsenic (5GW3) [RBC = 0.045 µg/l], 4.8 µg/l of total beryllium (1MW04) [MCL = 4 µg/l], 30.9 µg/l of total cadmium (1MW01) [RBC = 18 µg/l, MCL = 5 µg/l], 259 µg/l of total chromium (1MW04) [RBC = 110 µg/l, MCL = 100 µg/l], 2,950 µg/l of total copper (1MW04) [RBC = 1,500 µg/l, MCL = 1,300 µg/l], 6.5 µg/l of total mercury (1MW04) [MCL = 2 µg/l], 188 µg/l of nickel (1MW04) [MCL = 100 µg/l], 359 µg/l of total selenium (5GW03) [RBC = 180 µg/l, MCL = 50 µg/l], 4,310 µg/l of total thallium (5GW03) [RBC = 2.6 µg/l, MCL = 2 µg/l], 913 µg/l of total vanadium [RBC = 260 µg/l], 42.1 µg/l of dissolved cadmium (1MW01) [RBC = 18 µg/l, MCL = 5 µg/l], 1,680 µg/l of dissolved copper (5GW02) [RBC = 1,500 µg/l, MCL = 1,300 µg/l], and 16.5 µg/l of dissolved thallium (05GW101B) [RBC = 2.6 µg/l, MCL = 2 µg/l] (Ref. 2).

SWMU 2, Langley Drive Disposal Site: The maximum detected contaminant concentrations in groundwater exceeding EPA Region 3 tap water RBCs and/or Federal MCLs are as follows: 7 µg/l of chloroform (2MW02) [RBC = 0.15 µg/l], 7 µg/l of trichloroethene (6GW01) [RBC = 0.026 µg/l, MCL = 5 µg/l], 11 µg/l of pentachlorophenol (R6GW01) [RBC = 0.56 µg/l, MCL = 1 µg/l], 0.13 µg/l of aldrin (2MW01) [RBC = 0.0039 µg/l], 0.04 µg/l of heptachlor epoxide (2MW01) [RBC = 0.0074 µg/l, MCL = 0.2 µg/l], 19.6 µg/l of total antimony (2MW03) [RBC = 15 µg/l, MCL = 6 µg/l], 2.8 µg/l of total arsenic (2MW03) [RBC = 0.045 µg/l], and 631 µg/l of total vanadium (2MW02) [RBC = 260 µg/l]. In addition, the maximum detected concentration of lead (121 µg/l of total lead [R6GW01]) exceeds the National Primary Drinking Water Regulation (NPDWR) Action Level of 15 µg/l (Ref. 2).

SWMU 3, Base Landfill: The maximum detected contaminant concentrations in groundwater exceeding EPA Region 3 tap water RBCs and/or Federal MCLs are as follows: 3 µg/l of chloroform (R7GW11) [RBC = 0.15 µg/l], 0.5 µg/l of benzo(a)pyrene (R7GW01R) [RBC = 0.0092 µg/l, MCL = 0.2 µg/l], 38 µg/l of 1,4-dioxane (R7GW02R) [RBC = 6.1 µg/l], 0.36 µg/l of

benzo(b)fluoranthene (R7GW01R) [RBC = 0.092 µg/l], 0.79 µg/l of indeno(1,2,3-cd)pyrene (R7GW01R) [RBC = 0.092 µg/l], 0.012 mg/l of total arsenic (R7GW04R) [RBC = 0.045 µg/l], 0.027 mg/l of dissolved thallium (R7GW04R) [RBC = 2.6 µg/l, MCL = 2 µg/l], and 0.034 mg/l of total thallium (R7GW04R) [RBC = 2.6 µg/l, MCL = 2 µg/l] (Ref. 10).

SWMU 6/AOC B: The maximum detected contaminant concentrations in groundwater above EPA Region 3 tap water RBCs and/or Federal MCLs are as follows: 5.8 µg/l of total arsenic (ACBMW01) [RBC = 0.045 µg/l], 2,210 µg/l of total barium (ACBMW01) [MCL = 2,000 µg/l], 5.9 µg/l of total beryllium (ACBMW01) [MCL = 4 µg/l], 168 µg/l of total chromium (ACBMW01) [RBC = 110 µg/l, MCL = 100 µg/l], 2,480 µg/l of total copper (ACBMW01) [RBC = 1,500 µg/l, MCL = 1,300 µg/l], 199 µg/l of total nickel (ACBMW01) [RBC = 730 µg/l, MCL = 0.1 µg/l], and 790 µg/l of total vanadium (ACBMW01) [RBC = 260 µg/l]. In addition, the maximum detected concentration of total and dissolved lead (19.1 µg/l of total lead and 17.5 µg/l of dissolved lead [ACBMW03]) exceeds the NPDWR Action Level of 15 µg/l (Ref. 7).

SWMU 7/8, Tow Way Fuel Farm (TWFF): Site-specific human health risk-based corrective action objects (CAOs), based on an industrial worker and construction worker scenarios, were developed for groundwater contaminants which exceeded Region 3 tap water RBCs at SWMU 7/8. The maximum detected contaminant concentrations in groundwater above the lower of the industrial worker and construction worker CAOs are as follows: 4,600 µg/l of 1,2,4-trimethylbenzene (470MW03) [CAO = 3,300 µg/l], 19,000 µg/l of benzene (470MW01) [CAO = 550 µg/l], 1,400 µg/l of ethylbenzene (470MW03) [CAO = 1,000 µg/l], 28,000 µg/l of trichloroethene (7MW07) [CAO = 22 µg/l], 22 µg/l of dissolved lead (470MW01) [CAO = 15 µg/l], and 52 µg/l of total lead (470MW01) [CAO = 15 µg/l] (Refs. 11, 12).

SWMU 9, Tank 212 - 217 Sludge Disposal Pits:

Area A (Tanks 212 and 213)

The maximum detected contaminant concentrations in groundwater above EPA Region 3 tap water RBCs and/or Federal MCLs are as follows: 29.2 µg/l of total arsenic (9GW02R) [RBC = 0.045 µg/l], 12.8 µg/l of dissolved arsenic (9GW02S) [RBC = 0.045 µg/l], 29 µg/l of total cadmium (9MW02) [RBC = 18 µg/l, MCL = 4 µg/l], 30.4 µg/l of dissolved cadmium (9MW02) [RBC = 18 µg/l, MCL = 4 µg/l], 193 µg/l of total chromium (9MW02S) [RBC = 110 µg/l, MCL = 100 µg/l], 1,600 µg/l of benzene (9MW02) [RBC = 0.34 µg/l, MCL = 5 µg/l], 7 µg/l of methylene chloride (9MW02) [RBC = 4.1 µg/l, MCL = 5 µg/l], 26 µg/l of naphthalene (13GW02) [RBC = 6.5 µg/l], 1 µg/l of acetophenone (9MW01) [RBC = 0.042 µg/l], 5 µg/l of bis(2-ethylhexyl)phthalate (9MW01/9MW02) [RBC = 4.8 µg/l] (Ref. 14).

Area B (Tanks 214 and 215)

The maximum detected contaminant concentrations in groundwater above EPA Region 3 tap water RBCs and/or Federal MCLs are as follows: 26.4 µg/l of total cadmium (9MW03) [RBC = 18 µg/l, MCL = 4 µg/l], 25.1 µg/l of dissolved cadmium (9MW03) [RBC = 18 µg/l, MCL = 4 µg/l], 140 µg/l of benzene (13GW05) [RBC = 0.34 µg/l, MCL = 5 µg/l], 460 µg/l of bromodichloromethane (13GW06) [RBC = 0.17 µg/l], 360 µg/l of bromoform (13GW06) [RBC = 8.5 µg/l], 1,100 µg/l of chloroform (13GW06) [RBC = 0.15 µg/l], 300 µg/l of dibromochloromethane (13GW06) [RBC = 0.13 µg/l], 11 µg/l of methylene chloride (13GW06) [RBC = 4.1 µg/l, MCL = 5 µg/l], and 7 µg/l of bis(2-

ethylhexyl)phthalate (13GW04) [RBC = 4.8 µg/l, MCL = 6 µg/l] (Ref. 14).

Area C (Tanks 216 and 217)

The maximum detected contaminant concentrations in groundwater above EPA Region 3 tap water RBCs and/or Federal MCLs include the following: 12.1 µg/l of total cadmium (9MW04) [RBC = 18 µg/l, MCL = 5 µg/l], 24.7 µg/l of dissolved cadmium (9MW04) [RBC = 18 µg/l, MCL = 5 µg/l], 2 µg/l of 1,2-dichloropropane (13GW11) [RBC = 0.16 µg/l], and 38 µg/l of bis(2-ethylhexyl)phthalate (13GW10) [RBC = 4.8 µg/l] (Ref. 14).

SWMU 11/45, Building 38: The maximum detected contaminant concentrations in groundwater above EPA Region 3 tap water RBCs and/or Federal MCLs are as follows: 6 µg/l of benzo(a)anthracene (11-SB05) [RBC = 0.092 µg/l], 7 µg/l of benzo(a)pyrene (11-SB05) [RBC = 0.0092 µg/l, MCL = 0.2 µg/l], 64 µg/l of bis(2-ethylhexyl)phthalate (45MW02) [RBC = 4.8 µg/l, MCL = 6 µg/l], 0.035 µg/l of Aroclor-1260 (45HP02) [RBC = 0.032 µg/l], 103 µg/l of total arsenic (45HP01) [RBC = 0.045 µg/l], 16.1 µg/l of dissolved arsenic (45HP01) [RBC = 0.045 µg/l], 5.6 µg/l of dissolved cadmium (45HP01) [RBC = 18 µg/l, MCL = 4 µg/l], 27.8 µg/l of total cadmium (45MW04) [RBC = 18 µg/l, MCL = 4 µg/l], 182 µg/l of total chromium (45MW01) [RBC = 110 µg/l, MCL = 100 µg/l], and 2.6 µg/l of dissolved mercury (11-SB16) [MCL = 2 µg/l] (Ref. 2). In addition, the maximum detected concentration of total lead (30 µg/l) [45HP02] exceeds the NPDWR Action Level of 15 µg/l (Ref.2).

SWMU 30, Former Incinerator: The maximum detected contaminant concentrations in groundwater detected above EPA Region 3 tap water RBCs and/or Federal MCLs are as follows: 4.4 µg/l of dissolved arsenic [RBC = 0.045 µg/l], 23.3 µg/l of dissolved antimony (1983-DW1) [RBC = 15 µg/l, MCL = 4 µg/l], 3 µg/l of total arsenic [RBC = 0.045 µg/l], 31.5 µg/l of total antimony (1983-MW3) [RBC = 15 µg/l, MCL = 4 µg/l], and 72,000 µg/l of total zinc (1983-DW1) [RBC = 11,000 µg/l] (Ref. 3).

SWMU 54, Building 1914 (Former NEX Repair/Maintenance Shop): The maximum detected contaminant concentrations in groundwater above EPA Region 3 tap water RBCs and/or Federal MCLs are as follows: 2.8 µg/l 1,2-dichloroethane (54TW07) [RBC = 0.12 µg/l, MCL = 7 µg/l], 3,000 µg/l of benzene (54TW15) [RBC = 0.34 µg/l, MCL = 5 µg/l], 8 µg/l of chloroform (54TW08) [RBC = 0.15 µg/l], 2,400 µg/l of ethylbenzene (54TW15) [RBC = 1,300 µg/l, MCL = 700 µg/l], 2,600 µg/l of isobutanol (54TW15) [RBC = 1,800 µg/l], 190 µg/l of trichloroethene (510MW5) [RBC = 0.026 µg/l, MCL = 5 µg/l], 190 µg/l of naphthalene (54TW15) [RBC = 6.5 µg/l] (Ref. 9), and 8,000 µg/l of xylenes (54TW15) [RBC = 210 µg/l].

SWMU 55, Trichloroethene (TCE) Groundwater Plume at Tow Way Fuel Farm: The maximum detected contaminant concentrations in groundwater above EPA Region 3 tap water RBCs and/or Federal MCLs are as follows: 28,000 µg/l TCE (7MW07). [MCL = 5 µg/l].

D. Surface/Subsurface Soil

Contaminants are detected in surface soil and/or subsurface soil above EPA Region 3 industrial RBCs or site-specific CAOs at the following SWMUs and AOCs identified pursuant to the 1994 RCRA permit: SWMU 1, SWMU 2, SWMU 6/AOC B, SWMU 7/8, SWMU 30, SWMU 31/32, SWMU 11/45, SWMU 14, SWMU 37, SWMU 46, SWMU 55, and AOC C. The maximum

detected contaminant concentrations in surface soil and/or subsurface soil for these SWMUs and AOCs are provided below.

SWMU 1, Army Cremator Disposal Site: No contaminants were detected in surface soil or subsurface soil above EPA Region 3 industrial RBCs; however, the total hazard indices (HIs) for on-site worker and construction worker scenarios for exposure to soil are above the target HI of one in the risk assessment. Thus, although there are no contaminants above EPA Region 3 industrial RBCs in surface and subsurface soil, the impact of contamination in surface and subsurface soil will be discussed further in Questions 3, 4, and 5 given the calculated hazard (Ref. 2).

SWMU 2, Langley Drive Disposal Site: Arsenic was detected in surface and subsurface soil above EPA Region 3 industrial RBCs. The maximum detected concentrations of arsenic in surface soil and subsurface soil exceeding EPA Region 3 industrial RBCs are 134 mg/kg (R6S7A) and 21.4 mg/kg (06SS101) [RBC = 1.9 mg/kg], respectively. In addition, the maximum detected concentration of lead in surface soil and subsurface soil are 4,760 mg/kg of lead (06SS103) and 5,850 mg/kg of lead (06SS103), which exceeded the site-specific screening criterion of 1,000 mg/kg (Ref. 2).

SWMU 6, Building 145 and AOC B, Building 25: Arsenic, benzo(a)pyrene, 4,4'-DDE, and total HxCDD were detected in surface soil above EPA Region 3 industrial RBCs. The maximum detected concentrations of these contaminants are as follows: 10 mg/kg of arsenic [RBC = 1.9 mg/kg], 1,800 µg/kg of benzo(a)pyrene [RBC = 390 µg/kg], 0.76 µg/kg of total HxCDD [RBC = 0.46 µg/kg], and 22 mg/kg of 4,4'-DDE [RBC = 8.4 mg/kg] (Ref. 7). No contaminants were detected in subsurface soil exceeding EPA Region 3 industrial RBCs.

SWMU 7/8, Tow Way Fuel Farm (TWFF): SVOCs and metals were detected in surface soil above industrial RBCs. Human health-based CAOs were developed for surface/subsurface soil at SWMU 7/8 during the CMS. Benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, indeno(1,2,3-cd)pyrene, and arsenic were detected in surface soil above the CAOs calculated for an industrial worker scenario (all 2,900 µg/kg). The maximum detected contaminant concentrations above CAOs are as follows; 17,000 µg/kg of benzo(a)anthracene, 23,000 µg/kg of benzo(a)pyrene, 5,900 µg/kg of benzo(b)fluoranthene, 5,300 µg/kg of indeno(1,2,3-cd)pyrene, and 3.7 mg/kg of arsenic (Refs. 11, 12). In addition, benzo(a)pyrene was also detected in soil, at depths from 0 to 10 feet bgs, above the CAO calculated for a construction worker scenario (7,300 µg/kg).

SWMU 9, Tank 212 - 217 Sludge Disposal Pits:

Area A

Arsenic was detected in surface soil and subsurface above EPA Region 3 industrial RBC [RBC = 1.9 mg/kg] at Area A. The maximum detected concentrations of arsenic in surface soil and subsurface soil were 3.7 mg/kg (9MW02-00) and 5 mg/kg (9TP08-04), respectively. The maximum detected concentration of GRO in subsurface soil was 130 mg/kg (9-02R-HP01), which was slightly above the PREBQ guideline standard of 100 mg/kg. No petroleum constituents were detected in subsurface soil above industrial RBCs; thus, petroleum contamination is not currently expected to be of concern for human health and will not be discussed further in this CA725 EI determination (Ref. 14).

Area B

The maximum detected concentration of arsenic in surface soil was 23 mg/kg (9SS07) and exceeded the EPA Region 3 industrial RBC [RBC = 1.9 mg/kg].

SWMU 10, Substation 2/Building 90: Approximately 235 cubic yards of PCB (Aroclor-1260) impacted soil was removed as an ICM at SWMU 10. However, residual soil contamination (less than ten parts per million [ppm]) was left in place at SWMU 10. The residual soil contamination may exceed the EPA Region 3 industrial RBC of 1.4 mg/kg (Ref. 8).

SWMU 11/45, Building 38: The maximum detected concentration of arsenic in subsurface soil (3.9 mg/kg [45MW04-01]) exceeds the EPA Region 3 industrial RBC [RBC = 1.9 mg/kg] (Ref. 2).

SWMU 14, Fire Training Pit Area: SVOCs were detected in surface soil above EPA Region 3 industrial RBCs. The maximum detected contaminant concentrations in surface soil exceeding EPA Region 3 industrial RBCs are as follows: 7.6 mg/kg of benzo(b)fluoranthene (14SS07) [RBC = 3.9 mg/kg], 5 mg/kg of benzo(a)pyrene (14SS07) [RBC = 0.39 mg/kg], and 0.92 mg/kg of dibenzo(a,h)anthracene (14SS07) [RBC = 0.39 mg/kg] (Ref. 6).

SWMU 30, Former Incinerator: Aroclor-1260 was detected in subsurface soil above the EPA Region 3 industrial RBC. The maximum detected concentration of Aroclor-1260 is 2,000 µg/kg (30-HP05-03) [RBC = 1,400 µg/kg]. The maximum detected concentration of diesel range organics (DRO) in subsurface is 1,800 mg/kg (30-HP04-03) which exceeds the PREQB guideline standard of 100 mg/kg.

SWMU 31/32, Waste Oil Collection Area and Battery Collection Area: Dioxins and furans were detected in surface and subsurface soil above EPA Region 3 industrial RBCs (adjusted based on TEQs). The maximum detected contaminant concentrations in surface soil were as follows: 12 µg/kg of total HxCDD (31SS04) [RBC = 0.19 µg/kg], 43 µg/kg of HxCDF (31SS04) [RBC = 0.19 µg/kg], 0.74 µg/kg of total PeCDD (31SS04) [RBC = 0.038 µg/kg], and 3.10 µg/kg of total PeCDF (31SS04) [RBC = 0.038 µg/kg]. The maximum detected contaminant concentrations in subsurface soil were the following: 0.11 µg/kg of total TCDD (31-SSDD) [RBC = 0.019 µg/kg], 0.44 µg/kg of total TCDF (31-SS07A) [RBC = 0.19 µg/kg], 0.061 µg/kg of total PeCDD (31-SS05A) [RBC = 0.038 µg/kg], 0.7 µg/kg of total PeCDF (31-SS05A) [RBC = 0.038 µg/kg], 1.1 µg/kg of total HxCDD (31-SS05A) [RBC = 0.19 µg/kg], 2.8 µg/kg of total HxCDF (31-SS05A) [RBC = 0.19 µg/kg], 17 µg/kg of total HPCDD (31-SS05A) [RBC = 1.9 µg/kg], 12 µg/kg of total HPCDF (31-2205A) [RBC = 1.9 µg/kg], and 130 µg/kg of OCDD (31-SS05A) [RBC = 19 µg/kg]. The maximum calculated 2,3,7,8-TCDD TEQ from the subsurface soil sample set was 0.34984 µg/kg (31-SS05A). A 2,3,7,8-TCDD TEQ was not calculated for surface soil since the surface soil samples were not analyzed for specific congeners. Four subsurface soil samples had TEQs greater than the screening level of 50 ppt but were below the ATSDR interim action level of 1 ppb. These samples included 31-SS07A (68.3 ppt), 31-SS08A (50.4 ppt), 31-SSDD (184 ppt), and 31-SS05A (349 ppt) (Ref. 4).

SWMU 37, Waste Oil Storage Area/Building 200: The maximum detected concentration of benzo(a)pyrene in surface soil (0.73 mg/kg [37SS03]) exceeded the EPA Region 3 industrial RBC [RBC = 0.39 mg/kg] (Ref. 1).

SWMU 46, Pole Storage Yard Covered Pad: The maximum detected contaminant concentrations in surface soil above EPA Region 3 industrial RBCs are as follows: 880 µg/kg of benzo(a)anthracene (46SS01) [RBC = 3,900 µg/kg], 2,400 µg/kg of benzo(a)pyrene (46SS11) [RBC = 390 µg/kg], 5,400 µg/kg of benzo(b)fluoranthene (46SS11) [RBC = 3.9 µg/kg], 820 µg/kg of dibenzo(a,h)anthracene (46SS11) [RBC = 390 µg/kg], 2,700 µg/kg of indeno(1,2,3-cd)pyrene (46SS11) [RBC = 3,900 µg/kg], 35,000 µg/kg of Aroclor-1260 (46SS21) [RBC = 1,400 µg/kg], and 5.3 mg/kg of arsenic (ACSS40) [RBC = 1.9 mg/kg] (Ref. 5).

SWMU 53, Building 64 (Malaria Control Building): The maximum detected concentration of arsenic in surface soil exceeding the EPA Region 3 industrial RBC is 5.6 mg/kg (53SS01 and 53SB05) [RBC = 1.9 mg/kg]. The maximum detected concentration of lead in surface soil is 3,900 mg/kg (53SS06), which exceeds the site-specific screening criteria of 1,000 mg/kg (Ref. 9).

AOC C, Discarded Transformer and Electrical Equipment Accumulation Areas: The maximum detected contaminant concentrations in surface soil above EPA Region 3 industrial RBCs are as follows: 2,100 µg/kg of benzo(a)anthracene (ACSS32) [RBC = 3,900 µg/kg], 2,600 µg/kg of benzo(a)pyrene (ACSS32) [RBC = 390 µg/kg], 5,500 µg/kg of benzo(b)fluoranthene (ACSS32) [RBC = 3,900 µg/kg], 440 µg/kg of dibenzo(a,h)anthracene (ACSS32) [RBC = 390 µg/kg], 1,900 µg/kg of indeno(1,2,3-cd)pyrene (ACSS32) [RBC = 3,900 µg/kg], 30,000 µg/kg of Aroclor-1260 (ACSS13) [RBC = 1,400 µg/kg], and 40.5 mg/kg of arsenic (ACSS21) [RBC = 1.9 mg/kg] (Ref. 5).

E. Surface Water

Surface water bodies located at NAPR include mangrove swamps (mangroves), Ensenada Honda, and Puerca Bay. Surface water sample results were screened against the FAWQC for Human Health (Water + Organism) or Federal MCLs if FAWQC was unavailable. Standing surface water sample results from SWMU 6/AOC B were screened against EPA Region 3 tap water RBCs. The contaminant concentrations in surface water collected from mangroves at SWMU 1, SWMU 2, and SWMU 9 exceeded FAWQC (Refs. 2, 14). In addition, surface water sample results from Ensenada Honda at SWMU 7/8 exceeded FAWQC (Refs. 11, 12). Standing surface water from SWMU 6/AOC B exceeded the EPA Region 3 tap water RBCs (Ref. 7). The maximum detected contaminant concentrations in surface water impacted by releases from SWMUs and AOCs identified pursuant to the 1994 RCRA permit are presented below.

SWMU 1, Army Cremator Disposal Site: The maximum detected contaminant concentrations of contaminants in surface water exceeding FAWQC are as follows: 105 µg/l of total arsenic (5SW2) [FAWQC = 0.018 µg/l], 108 µg/l of total chromium (5SW01) [MCL = 100 µg/l], 221 µg/l of total selenium (5SW05) [FAWQC = 170 µg/l], and 116 µg/l of total thallium (5SW4) [FAWQC = 1.7 µg/l] (Ref. 2).

SWMU 2, Langley Drive Disposal Site: The maximum detected contaminant concentrations in surface water exceeding FAWQC are as follows: 2.4 µg/l of bis(2-ethylhexyl)phthalate (6SW2) [FAWQC = 1.2 µg/l], 50.6 µg/l of total beryllium (6SW2) [MCL = 4 µg/l], 611 µg/l of total chromium (6SW2) [MCL = 100 µg/l], 549 µg/l of total selenium (6SW3) [FAWQC = 170 µg/l], and 29.3 µg/l of total thallium (6SW1) [FAWQC = 1.7 µg/l] (Ref. 2).

SWMU 6, Building 145 and AOC B, Building 25: The maximum detected contaminant concentrations in surface water exceeding tap water RBCs are as follows: 2 µg/l of acetophenone (6SW01) [RBC = 0.042 µg/l], 1 µg/l of benzo(b)fluoranthene (6SW01) [RBC = 0.092 µg/l], 0.52 µg/l of 4,4'-DDD (6SW01) [RBC = 0.28 µg/l], and 5 µg/l of total arsenic (6SW01) [RBC = 0.045 µg/l] (Ref. 7).

SWMU 7/8, Tow Way Fuel Farm (TWFF): The maximum detected contaminant concentrations exceeding FAWQC are as follows: 12 µg/l of bis(2-ethylhexyl)phthalate (7SW3) [FAWQC = 1.2 µg/l], 5.7 µg/l of total antimony (7SW4) [FAWQC = 5.6 µg/l], 7 µg/l of total arsenic (7SW5) [FAWQC = 0.018 µg/l], 4.9 µg/l of dissolved thallium (7SW6) [FAWQC = 1.7 µg/l], and 7.7 µg/l of dissolved arsenic (7SW9) [FAWQC = 0.018 µg/l] (Refs. 11, 12).

SWMU 9, Tank 212 - 217 Sludge Disposal Pits:

Areas A and B

The maximum detected concentrations of metals in surface water exceeding FAWQC are as follows: 4.3 µg/l of dissolved arsenic (9SW23) [FAWQC = 0.018 µg/l], 6.5 µg/l of total antimony (9SW17) [FAWQC = 5.6 µg/l], 110 µg/l of total arsenic (9SW18) [FAWQC = 0.018 µg/l], 6.6 of total beryllium (9SW18) [MCL = 4 µg/l], 38 µg/l of cadmium (9SW18) [MCL = 5 µg/l], 540 µg/l of total chromium (9SW18) [MCL = 100 µg/l], and 3,100 µg/l of total copper (9SW18) [FAWQC = 1,300 µg/l] (Ref. 14).

Area C

The maximum detected concentrations of metals in surface water above FAWQC are as follows: 60.8 µg/l of total arsenic (9SW06) [FAWQC = 0.018 µg/l], 8.1 µg/l of dissolved antimony (9SW27) [FAWQC = 5.6 µg/l], and 155 µg/l of total chromium (9SW06) [MCL = 100 µg/l] (Ref. 14).

F. Sediment

Surface water bodies located at NAPR include mangrove swamps (mangroves), Ensenada Honda, and Puerca Bay. The majority of the sediment sample results were screened against EPA Region 3 industrial RBCs because exposure to sediment contamination in mangroves and Ensenada Honda is expected to be limited to on-site workers. However, the sediment sample results from SWMUs 3 and 11/45 were compared against EPA Region 3 residential RBCs because sediments were collected from Puerca Bay, which is considered a potential recreational area. The contaminant concentrations in sediment collected from mangroves at SWMU 1, SWMU 2, and SWMU 9 exceeded industrial RBCs (Refs. 2, 14). Sediment sample results from Ensenada Honda at SWMU 3 and SWMU 7/8 exceeded industrial RBCs (Refs. 10, 11, 12). Also, sediment sample results from Puerca Bay at SWMU 3 and SWMU 11/45 exceeded residential RBCs (Refs. 2, 10). Sediment sample results from drainage ditch at SWMU 13 exceeded industrial RBCs (Ref. 5). The maximum detected contaminant concentrations in sediment are presented below.

SWMU 1, Army Cremator Disposal Site: The maximum detected concentration of arsenic in sediment (32 mg/kg [5SE4]) exceeds the EPA Region 3 industrial RBCs [RBC = 1.9 mg/kg] (Ref. 2).

SWMU 2, Langley Drive Disposal Site: The maximum detected concentrations in sediment exceeding EPA Region 3 industrial RBCs are 920 µg/kg benzo(a)pyrene (2SD03) [RBC = 390 µg/kg] and 16.4 mg/kg arsenic (6SE3) [RBC = 1.9 mg/kg] (Ref. 2).

SWMU 3, Base Landfill: The maximum detected contaminant concentrations in sediment exceeding EPA Region 3 residential RBCs are 1 µg/kg of total HxCDD (3SD15) [RBC = 0.1 µg/kg] and 4.3 mg/kg of arsenic (3SD02) [RBC = 0.43 mg/kg] (Ref. 10).

SWMU 7/8, Tow Way Fuel Farm (TWFF): The maximum detected contaminant concentrations in sediment exceeding EPA Region 3 industrial RBCs are as follows: 2,200 µg/kg of benzo(a)pyrene (7SD12) [RBC = 390 µg/kg], 530 µg/kg of dibenzo(a,h)anthracene (7SD12) [RBC = 390 µg/kg], and 46 mg/kg of arsenic (7SD3) [RBC = 1.9 mg/kg] (Refs. 11, 12).

SWMU 9, Tank 212 - 217 Sludge Disposal Pits:

Areas A and B (tanks 212, 213, 214, & 215)

The maximum detected concentrations in sediment exceeding EPA Region 3 industrial RBCs are 2.9 mg/kg of arsenic (9SD16) [RBC = 1.9 mg/kg] and 1,300 µg/kg of benzo(a)pyrene (9SD20) [RBC = 390 µg/kg] (Ref. 14).

Area C (tanks 216 & 217)

The maximum detected concentrations of arsenic in sediment (15 mg/kg [9SD26]) exceeds the EPA Region 3 industrial RBC [RBC = 1.9 mg/kg] (Ref. 14).

SWMU 11/45, Building 38: The maximum detected contaminant concentrations detected in sediment exceeding EPA Region 3 residential RBCs are as follows: 12 mg/kg of arsenic (11SD01D) [RBC = 0.43 mg/kg], 3,200 µg/kg of benzo(a)pyrene (SD03D) [RBC = 87 µg/kg], and 5,000 µg/kg of benzo(b)fluoranthene [RBC = 870 µg/kg] (Ref. 2).

SWMU 13, Old Pest Control Shop: The maximum detected contaminant concentrations detected in sediment exceeding EPA Region 3 industrial RBCs are as follows: 50,000 µg/kg of 4,4'-DDD (13SD07) [RBC = 12,000 µg/kg], 21,000 µg/kg of 4,4'-DDE (13SD07) [RBC = 8,400 µg/kg], 34,000 µg/kg of 4,4'-DDT (13SD13) [RBC = 8,400 µg/kg], 1,800 µg/kg of dieldrin (13SD09-00) [RBC = 180 µg/kg] (Ref. 5).

References:

- 1)Final RCRA Part B Permit PR2170027203. Prepared by EPA. Dated October 20, 1994.
- 2)Final RCRA Facility Investigation Workplan. Prepared by Baker Environmental, Inc. Dated September 14, 1995.
- 3)Draft RCRA Facility Investigation Report for Phase I Investigations at Operable Units 1, 6, and 7. Prepared by Baker Environmental, Inc. Dated July 1, 1996.
- 4)Draft Additional Investigations Report for Operable Units 1, 6, and 7. Prepared by Baker Environmental, Inc. Dated May 6, 1998.
- 5)Revised Draft RCRA Facility Investigation Report for Operable Unit 3/5. Prepared by Baker Environmental, Inc. Dated April 1, 1999.

- 6) Letter from Nicoletta DiForte, USEPA, to Paul Rakowski, Navy, re: Revised Draft RCRA Facility Investigation Report for Operable Unit 3/5. Dated September 28, 1999.
- 7) Letter from Nicoletta DiForte, USEPA, to Paul Rakowski, Navy, re: SWMU 26 Revised Risk Assessment. Dated October 27, 1999.
- 8) Final Phase II RCRA Facility Investigation Report for SWMU 30. Prepared by Baker Environmental, Inc. Dated February 15, 2000.
- 9) Revised Draft RCRA Facility Investigation Report for SWMU 9. Prepared by Baker Environmental, Inc. Dated March 10, 2000.
- 10) Final Corrective Measure Study Report for SWMU 31/32. Prepared by Baker Environmental, Inc. Dated April 17, 2000.
- 11) Revised Final II CMS Work Plan for SWMUs 1 and 2. Prepared by Baker Environmental, Inc. Dated July 14, 2000.
- 12) Revised Final II CMS Final Report for SWMU 13 and SWMU 46/AOC C. Prepared by Baker Environmental, Inc. Dated August 4, 2000.
- 13) Draft Interim Decision Document for SWMU 14. Prepared by Baker Environmental, Inc. Dated November 22, 2000.
- 14) Final Basis of Design Corrective Measures Implementation Work Plan for SWMU 31/32. Prepared by Baker Environmental, Inc. Dated January 25, 2001.
- 15) 100% Basis of Design Corrective Measures Implementation Work Plan for SWMUs 13 and 46/AOC C. Prepared by Baker Environmental, Inc. Dated January 25, 2001.
- 16) Letter from Raymond Basso, USEPA, to Christopher Penny, Navy, re: Naval Station Roosevelt Roads - EPA I.D. PRD2170027203. Dated May 4, 2001.
- 17) Final Corrective Measures Study Final Report SWMU 6/AOC B. Prepared by Baker Environmental, Inc. Dated June 21, 2001.
- 18) Draft Corrective Measures Study Investigation Report for SWMU 10. Prepared by Baker Environmental, Inc. Dated July 6, 2001.
- 19) Final CMS Work Plan for SWMUs 53 and 54. Prepared by Baker Environmental, Inc. Dated March 7, 2003.
- 20) Revised Final RCRA Facility Investigation for SWMU 3. Prepared by Baker Environmental, Inc. Dated March 18, 2003.
- 21) Final Corrective Measure Study Task 1 Report for Tow Way Fuel Farm. Prepared by Baker Environmental, Inc. Dated April 22, 2003.
- 22) Final Corrective Measure Study Investigation Report for SWMU 9. Prepared by Baker Environmental, Inc. Dated April 25, 2003.
- 23) Final Recharacterization Work Plan for SWMU 11. Prepared by Baker Environmental, Inc. Dated July 21, 2003.
- 24) Draft CMS Investigation Report for SWMUs 53 and 54. Prepared by Baker Environmental, Inc. Dated July 23, 2003.
- 25) Final CMS Report for SWMUs 53 and 54. Prepared by Baker Environmental, Inc. Dated July 23, 2003.
- 26) Draft Corrective Measures Study Final Report for SWMUs 54 and 55. Prepared by Baker Environmental, Inc. Dated October 28, 2004.

Naval Activity Puerto Rico (NAPR)

Exposure Pathways and Possible Adverse Human Health and/or Environmental Impacts

Groundwater at NAPR is not used for drinking water or other potable uses. Therefore, no receptors, including on-site receptors, are expected to be exposed to contaminated groundwater via drinking and/or potable water consumption, though construction workers could be exposed as a result of excavation activities. Impacts to in-door air is a possible exposure pathway; however, in 2003 EPA evaluated that pathway and determined there were no likely unacceptable impacts at that time. Currently children’s day-care facilities are not present at NAPR; thus, day-care receptors are not expected to come in direct contact with contaminated media.

The following table summarizes the indicated potential complete exposure pathways between “contamination” and human receptors, based on expected future land usage being similar to the land usage patterns currently in place:

Summary Exposure Pathway Evaluation Table
Potential Human Receptors (Under Expected Future Usage Conditions)

“Contaminated” Media	Residents	Workers	Day-Care/ School	Construction	Trespasser	Recreation	Food ¹
Groundwater	No	No	No	Yes	–	–	No
Surface Soil (e.g. < 2 ft)	No	Yes	No	Yes	Yes	No	No
Surface Water	No	Yes	No	–	Yes	No	No
Sediment	No	Yes	No	–	No	Yes	Yes
Subsurface Soil (e.g., > 2 ft)	–	–	No	Yes	–	–	No
Indoor Air	No	Yes	No	No	No	No	No

The specific SWMUs/AOCs identified pursuant to the 1994 RCRA permit where potentially complete exposure pathways are present are as follows:

SWMU 1, Army Cremator Disposal Site: Contaminants were detected in groundwater, sediment, and surface water exceeding relevant screening criteria at SWMU 1. No contaminants were detected in surface soil or subsurface soil above the EPA Region 3 industrial risk-based concentrations (RBCs). However, the total hazard indices (HI) for on-site worker and construction worker scenarios were above the target HI of one in the risk assessment. Thus, surface soil and subsurface soil are considered contaminated media at SWMU 1 and on-site workers and construction workers may be exposed to contaminated surface soil and/or subsurface soil. In addition, on-site workers may potentially be exposed to contaminated surface

¹ Indirect Pathway/Receptor (e.g., vegetables, fruits, crops, meat and dairy products, fish, shellfish)

water and sediment. Although groundwater at SWMU 1 is not currently used for drinking water or other potable uses, shallow groundwater occurs at approximately 5 to 26 feet bgs (Ref. 1); thus, construction workers may potentially come in direct contact with contaminated groundwater during intrusive activities.

SWMU 2, Langley Drive Disposal Site: Contaminants were detected in groundwater, surface soil, subsurface soil, sediment, and surface water exceeding relevant screening criteria at SWMU 2. On-site workers may potentially be exposed to contaminated surface soil, sediment, and surface water. Although groundwater at SWMU 2 is not currently used for drinking water or other potable uses, shallow groundwater occurs at approximately 3 to 10 feet bgs (Ref. 1); thus, construction workers may potentially come in direct contact with contaminated groundwater during intrusive activities. In addition, construction workers may be exposed to contaminated surface and subsurface soil.

SWMU 3, Base Landfill: Contaminants were detected in groundwater exceeding relevant screening criteria at SWMU 3. Shallow groundwater occurs at approximately 8 to 25 feet bgs (Ref. 5). However, construction workers are not expected to conduct intrusive activities and come in direct contact with contaminated groundwater. Contaminants were also detected in sediment collected from Ensenada Honda and Puerca Bay at SWMU 3. On-site workers may potentially be exposed to contaminated sediment at SWMU3. Recreators may be present in the marine waters adjacent to SWMU 3; thus, recreators were considered potential receptors at SWMU 3 that may potentially be exposed to contaminated sediments. In addition, recreator activities may potentially include fishing. Since the contaminants detected in sediment are considered to be persistent, bioaccumulative, and toxic (PBT) and bottom-dwelling shellfish (i.e., shrimp) may be fished, recreators may potentially be exposed to contamination via food exposure pathway.

SWMU 6, Building 145 and AOC B, Building 25: Contaminants were detected in groundwater, surface soil, surface water, and sediment exceeding relevant screening criteria at SWMU 6/AOC B. On-site workers may be exposed to contaminated surface soil, surface water, and sediment. Although groundwater at SWMU 6/AOC B is not currently used for drinking water or other potable uses, shallow groundwater occurs at approximately 9 to 10 feet bgs (Ref. 3); thus, construction workers may potentially come in direct contact with contaminated groundwater during intrusive activities. In addition, construction workers may potentially be exposed to contaminated surface soil.

SWMU 7/8, Tow Way Fuel Farm (TWFF): Contaminants were detected in groundwater, surface soil, subsurface soil, surface water, and sediment exceeding relevant screening criteria at SWMU 7/8. Since groundwater occurs at a depth of 12 to 54 feet bgs (Ref. 6), construction workers are not expected to come in direct contact with contaminated groundwater. However, construction workers may be exposed to contaminated subsurface soil at SWMU 7/8. On-site workers may potentially be exposed to contaminated surface soil, surface water, and sediment.

SWMU 9, Tank 212-217 Sludge Disposal Pits: Contaminants were detected in groundwater, surface soil, subsurface soil, surface water, and sediment exceeding relevant screening criteria at SWMU 9. Although groundwater at SWMU 9 is not currently used for drinking water or other potable uses, shallow groundwater occurs at approximately 6 to 19 feet bgs (Ref. 7); thus,

construction workers may potentially come direct contact with contaminated groundwater during intrusive activities. In addition, construction workers may be exposed to contaminated subsurface soil. On-site workers may potentially be exposed to contaminated surface soil, surface water, and sediment.

SWMU 10, Substation 2/Building 90: PCBs are present in residual soil contamination exceeding relevant screening criteria at SWMU 10. On-site workers may potentially be exposed to contaminated surface soil and construction workers may potentially be exposed to contaminated subsurface soil.

SWMU 11/45, Building 38: Building 38 has two doors that are chained and padlocked, it is fully secure, and signs are posted to restrict access to the building (Ref. 8). Building 38 is not currently being used, and access to the building by Naval personnel is strictly prohibited by the facility without prior authorization to enter. The facility has a building permit process that monitors all work and construction activities at SWMU 11. However if a building permit is approved, on-site workers and construction workers are expected to adhere to the appropriate Occupational Safety and Health Administration (OSHA) regulations (e.g., donning personal protective equipment [PPE]). Thus, on-site workers are not expected to be exposed to contamination.

Contaminants were detected in groundwater, subsurface soil, and sediment exceeding relevant screening criteria at SWMU 45. Because groundwater occurs at depth of 11 feet bgs, construction workers are not expected to come in direct contact with contaminated groundwater. However, construction workers may be exposed to contaminated subsurface soil. On-site workers and recreators may be exposed to contaminated sediments. In addition, recreator activities at Puerca Bay may potentially include fishing. Since the contaminants detected in sediment are considered to be persistent, bioaccumulative, and toxic (PBT), and bottom-dwelling shellfish (i.e., shrimp) may be fished from Puerca Bay, recreators may potentially be exposed to contamination via food exposure pathway.

SWMU 13, Old Pest Control Shop: Contaminants were detected in sediment exceeding relevant screening criteria at SWMU 13. On-site workers may potentially be exposed to contaminated sediment.

SWMU 14, Fire Training Pit Area: Contaminants were detected in surface soil exceeding relevant screening criteria at SWMU 14. On-site workers and construction workers may potentially be exposed to contaminated surface soil.

SWMU 30, Former Incinerator: Contaminants were detected in groundwater and subsurface soil exceeding relevant screening criteria at SWMU 30. Although groundwater at SWMU 30 is not currently used for drinking water or other potable uses, shallow groundwater occurs at approximately 6 to 19 feet bgs (Ref. 2); thus, construction workers may potentially come in direct contact with contaminated groundwater during intrusive activities. In addition, construction workers may be exposed to contamination in subsurface soil.

SWMU 31/32, Waste Oil Collection Area and Battery Collection Area: Contaminants were detected in surface soil and subsurface soil exceeding relevant screening criteria. On-site

workers may be exposed to contaminated surface soil. Construction workers may be exposed to contaminated surface soil and subsurface soil.

SWMU 37, Waste Oil Storage Area/Building 200: Contaminants were detected in surface soil exceeding relevant screening criteria at SWMU 37. Thus, on-site workers and construction workers may be exposed to contaminated surface soil.

SWMU 46, Pole Storage Yard Covered Pad: Contaminants were detected in surface soil exceeding relevant screening criteria at SWMU 46. Thus, on-site workers and construction workers may be exposed to contaminated surface soil.

SWMU 53, Building 64 (Malaria Control Building): Contaminants were detected in surface soil exceeding relevant screening criteria at SWMU 53. Thus, on-site workers and construction workers may be exposed to contaminated surface soil.

SWMU 54, Building 1914 (Former NEX Repair/Maintenance Shop): Contaminants were detected in groundwater exceeding relevant screening criteria at SWMU 54. Although groundwater at SWMU 54 is not currently used for drinking water or other potable uses, shallow groundwater occurs at approximately five to 13 feet bgs (Ref. 4); thus, construction workers may potentially come in direct contact with contaminated groundwater during intrusive activities.

SWMU 55, Trichloroethene (TCE) Groundwater Plume at Tow Way Fuel Farm: This SWMU was previously considered associated with releases at SWMU 7/8, but was identified as a separate SWMU in February 2004. Contaminants were detected in groundwater exceeding relevant screening criteria at SWMU 55. Although groundwater at SWMU 55 is not currently used for drinking water or other potable uses, shallow groundwater occurs at approximately 10 feet bgs (Ref. 9); thus, construction workers may potentially come in direct contact with contaminated groundwater during intrusive activities.

AOC C, Discarded Transformer and Electrical Equipment Accumulation Area: Contaminants were detected in surface soil exceeding relevant screening criteria at AOC C. Thus, on-site workers and construction workers may be exposed to contaminated surface soil.

References:

1. Revised Draft RCRA Facility Investigation Report for Operable Unit 3/5. Prepared by Baker Environmental, Inc. Dated April 19, 1999.
2. Final Phase II RFI report for SWMU 30. Prepared by Baker Environmental, Inc. Dated February 15, 2000.
3. Final Corrective Measures Study Report for SWMU 6/AOC B. Prepared by Baker Environmental, Inc. Dated June 21, 2001.
4. Final RCRA Facility Investigation Report for SWMU 53 and 54. Prepared by Baker Environmental, Inc. Dated September 30, 2002.
5. Revised Final RCRA Facility Investigation Report for SWMU 3. Prepared by Baker Environmental, Inc. Dated March 18, 2003.
6. Final Corrective Measures Study Task I Report for Tow Way Fuel Farm. Prepared by Baker Environmental, Inc. Dated April 22, 2003.

7. Final Corrective Measures Study Investigation Report for SWMU 9. Prepared by Baker Environmental, Inc. Dated April 25, 2003.
8. Interim Measures Plan for SWMU 11. Prepared by Baker Environmental, Inc. Dated July 21, 2003.
9. Draft Corrective Measures Study Final Report for SWMUs 54 and 55. Prepared by Baker Environmental, Inc. Dated October 28, 2004.

The basis for the above conclusions are as follows:

Groundwater

Groundwater underlying the Facility is not used as a drinking water source or for other usages. For over 30 years, the Facility has obtained its drinking water and water for other usages from a water treatment plant that receives raw water from the Rio Blanco. In addition, pump tests conducted in 1999 on two wells in the aquifers underlying the Facility indicated an aggregate yield of approximately 99 gallons per day, which is below the yield of aquifers considered usable for potable water supply. Groundwater is not used as a drinking water or potable water source downgradient of the site, since the marine waters of the Atlantic Ocean, Caribbean Sea, and Vieques Passage border the Facility on all downgradient sides. Although groundwater is not currently used for drinking water or other uses at the Facility, at some SWMUs and AOCs, groundwater occurs at relatively shallow depths at several SWMUs and AOCs ; thus, construction workers may potentially come in direct contact with contaminated groundwater during intrusive activities.

Air (Indoors)

Based on the volatile nature of the contaminants detected at SWMUs 1, 2, 7/8, 9, 54 and 55, migration of contaminants in groundwater to indoor air may be a concern. The maximum detected VOC concentrations in the uppermost groundwater unit were compared to the State of Connecticut Groundwater Standards for the Protection of Indoor Air under the Industrial/Commercial Scenario (CT I/C VC) to determine whether migration of VOCs to indoor air may be of concern. Table 1 identifies those contaminants that exceed the CT I/C VC.

Table 1. Groundwater Exceedences of the CT I/C VC ($\mu\text{g/L}$)

Contaminant	CT I/C VC	Maximum Detection
SWMU 7/8		
Benzene	530	19,000 (470MW01)
SWMU 9		
Chloroform	710	1,100 (13GW06)
SWMU 54		
Benzene	530	3,000 (54TW15)
SWMU 55		
Trichloroethene	540	28,000 (7MW07)

Although VOCs exceeded the CT I/C VC at SWMU 9 (Refs. 14), there are no buildings present at SWMU 9; so contaminated groundwater is not presently beneath any buildings. Thus, indoor air is not currently considered a concern at SWMU 9. Trichloroethene (TCE) is present beneath the former Building 46 at SWMU 55.

Surface/Subsurface Soil

Contaminants are detected in surface soil and/or subsurface soil above EPA Region 3 industrial RBCs or site-specific CAOs at SWMU 1, SWMU 2, SWMU 6/AOC B, SWMU 7/8, SWMU 30, SWMU 31/32, SWMU 11/45, SWMU 14, SWMU 37, SWMU 46, SWMU 55, and AOC C. The maximum detected contaminant concentrations in surface soil and/or subsurface soil for these SWMUs and AOCs are provided below.

SWMU 1, Army Cremator Disposal Site: No contaminants were detected in surface soil or subsurface soil above EPA Region 3 industrial RBCs; however, the total hazard indices (HIs) for on-site worker and construction worker scenarios for exposure to soil are above the target HI of one in the risk assessment.

SWMU 2, Langley Drive Disposal Site: Arsenic was detected in surface and subsurface soil above EPA Region 3 industrial RBCs. The maximum detected concentrations of arsenic in surface soil and subsurface soil exceeding EPA Region 3 industrial RBCs are 134 mg/kg (R6S7A) and 21.4 mg/kg (06SS101) [RBC = 1.9 mg/kg], respectively. In addition, the maximum detected concentration of lead in surface soil and subsurface soil are 4,760 mg/kg of lead (06SS103) and 5,850 mg/kg of lead (06SS103), which exceeded the site-specific screening criterion of 1,000 mg/kg (Ref. 2).

SWMU 6, Building 145 and AOC B, Building 25: Arsenic, benzo(a)pyrene, 4,4'-DDE, and total HxCDD were detected in surface soil above EPA Region 3 industrial RBCs. The maximum detected concentrations of these contaminants are as follows: 10 mg/kg of arsenic [RBC = 1.9

mg/kg], 1,800 µg/kg of benzo(a)pyrene [RBC = 390 µg/kg], 0.76 µg/kg of total HxCDD [RBC = 0.46 µg/kg], and 22 mg/kg of 4,4'-DDE [RBC = 8.4 mg/kg] (Ref. 7). No contaminants were detected in subsurface soil exceeding EPA Region 3 industrial RBCs.

SWMU 7/8, Tow Way Fuel Farm (TWFF): SVOCs and metals were detected in surface soil above industrial RBCs. Human health-based CAOs were developed for surface/subsurface soil at SWMU 7/8 during the CMS. Benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, indeno(1,2,3-cd)pyrene, and arsenic were detected in surface soil above the CAOs calculated for an industrial worker scenario (all 2,900 µg/kg). The maximum detected contaminant concentrations above CAOs are as follows; 17,000 µg/kg of benzo(a)anthracene, 23,000 µg/kg of benzo(a)pyrene, 5,900 µg/kg of benzo(b)fluoranthene, 5,300 µg/kg of indeno(1,2,3-cd)pyrene, and 3.7 mg/kg of arsenic (Refs. 11, 12). In addition, benzo(a)pyrene was also detected in soil, at depths from 0 to 10 feet bgs, above the CAO calculated for a construction worker scenario (7,300 µg/kg).

SWMU 9, Tank 212 - 217 Sludge Disposal Pits:

Area A (Tanks 212 and 213)

Arsenic was detected in surface soil and subsurface above EPA Region 3 industrial RBC [RBC = 1.9 mg/kg] at Area A. The maximum detected concentrations of arsenic in surface soil and subsurface soil were 3.7 mg/kg (9MW02-00) and 5 mg/kg (9TP08-04), respectively. The maximum detected concentration of gasoline range organic constituents (GRO) in subsurface soil was 130 mg/kg (9-02R-HP01), which was slightly above the PREBQ guideline standard of 100 mg/kg. No petroleum constituents were detected in subsurface soil above industrial RBCs; thus, petroleum contamination is not currently expected to be of concern for human health and will not be discussed further in this CA725 EI determination (Ref. 14).

Area B of SWMU 9 (Tanks 214 and 215)

The maximum detected concentration of arsenic in surface soil was 23 mg/kg (9SS07) which exceeds the EPA Region 3 industrial RBC [RBC = 1.9 mg/kg].

SWMU 10, Substation 2/Building 90: Approximately 235 cubic yards of PCB (Aroclor-1260) impacted soil was removed as an ICM at SWMU 10. However, residual soil contamination (less than ten parts per million [ppm]) was left in place at SWMU 10. The residual soil contamination may exceed the EPA Region 3 industrial RBC of 1.4 mg/kg (Ref. 8).

SWMU 11/45, Building 38: The maximum detected concentration of arsenic in subsurface soil (3.9 mg/kg [45MW04-01]) exceeds the EPA Region 3 industrial RBC [RBC = 1.9 mg/kg] (Ref. 2).

SWMU 14, Fire Training Pit Area: SVOCs were detected in surface soil above EPA Region 3 industrial RBCs. The maximum detected contaminant concentrations in surface soil exceeding EPA Region 3 industrial RBCs are as follows: 7.6 mg/kg of benzo(b)fluoranthene (14SS07) [RBC = 3.9 mg/kg], 5 mg/kg of benzo(a)pyrene (14SS07) [RBC = 0.39 mg/kg], and 0.92 mg/kg of dibenzo(a,h)anthracene (14SS07) [RBC = 0.39 mg/kg] (Ref. 6).

SWMU 30, Former Incinerator: Aroclor-1260 was detected in subsurface soil above the EPA Region 3 industrial RBC. The maximum detected concentration of Aroclor-1260 is 2,000 µg/kg (30-HP05-03) [RBC = 1,400 µg/kg]. The maximum detected concentration of diesel range organics (DRO) in subsurface is 1,800 mg/kg (30-HP04-03) which exceeds the PREQB guideline standard of 100 mg/kg. No petroleum constituents were detected in subsurface soil above EPA Region 3 industrial RBCs.

SWMU 31/32, Waste Oil Collection Area and Battery Collection Area: Dioxins and furans were detected in surface and subsurface soil above EPA Region 3 industrial RBCs (adjusted based on TEQs). The maximum detected contaminant concentrations in surface soil were as follows: 12 µg/kg of total HxCDD (31SS04) [RBC = 0.19 µg/kg], 43 µg/kg of HxCDF (31SS04) [RBC = 0.19 µg/kg], 0.74 µg/kg of total PeCDD (31SS04) [RBC = 0.038 µg/kg], and 3.10 µg/kg of total PeCDF (31SS04) [RBC = 0.038 µg/kg]. The maximum detected contaminant concentrations in subsurface soil were the following: 0.11 µg/kg of total TCDD (31-SSDD) [RBC = 0.019 µg/kg], 0.44 µg/kg of total TCDF (31-SS07A) [RBC = 0.19 µg/kg], 0.061 µg/kg of total PeCDD (31-SS05A) [RBC = 0.038 µg/kg], 0.7 µg/kg of total PeCDF (31-SS05A) [RBC = 0.038 µg/kg], 1.1 µg/kg of total HxCDD (31-SS05A) [RBC = 0.19 µg/kg], 2.8 µg/kg of total HxCDF (31-SS05A) [RBC = 0.19 µg/kg], 17 µg/kg of total HPCDD (31-SS05A) [RBC = 1.9 µg/kg], 12 µg/kg of total HPCDF (31-2205A) [RBC = 1.9 µg/kg], and 130 µg/kg of OCDD (31-SS05A) [RBC = 19 µg/kg]. The maximum calculated 2,3,7,8-TCDD TEQ from the subsurface soil sample set was 0.34984 µg/kg (31-SS05A). A 2,3,7,8-TCDD TEQ was not calculated for surface soil since the surface soil samples were not analyzed for specific congeners. Four subsurface soil samples had TEQs greater than the screening level of 50 ppt but were below the ATSDR interim action level of 1 ppb. These samples included 31-SS07A (68.3 ppt), 31-SS08A (50.4 ppt), 31-SSDD (184 ppt), and 31-SS05A (349 ppt) (Ref. 4).

SWMU 37, Waste Oil Storage Area/Building 200: The maximum detected concentration of benzo(a)pyrene in surface soil (0.73 mg/kg [37SS03]) exceeded the EPA Region 3 industrial RBC [RBC = 0.39 mg/kg] (Ref. 1).

SWMU 46, Pole Storage Yard Covered Pad: The maximum detected contaminant concentrations in surface soil above EPA Region 3 industrial RBCs are as follows: 880 µg/kg of benzo(a)anthracene (46SS01) [RBC = 3,900 µg/kg], 2,400 µg/kg of benzo(a)pyrene (46SS11) [RBC = 390 µg/kg], 5,400 µg/kg of benzo(b)fluoranthene (46SS11) [RBC = 3.9 µg/kg], 820 µg/kg of dibenzo(a,h)anthracene (46SS11) [RBC = 390 µg/kg], 2,700 µg/kg of indeno(1,2,3-cd)pyrene (46SS11) [RBC = 3,900 µg/kg], 35,000 µg/kg of Aroclor-1260 (46SS21) [RBC = 1,400 µg/kg], and 5.3 mg/kg of arsenic (ACSS40) [RBC = 1.9 mg/kg] (Ref. 5).

SWMU 53, Building 64 (Malaria Control Building): The maximum detected concentration of arsenic in surface soil exceeding the EPA Region 3 industrial RBC is 5.6 mg/kg (53SS01 and 53SB05) [RBC = 1.9 mg/kg]. The maximum detected concentration of lead in surface soil is 3,900 mg/kg (53SS06), which exceeds the site-specific screening criteria of 1,000 mg/kg (Ref. 9).

AO C, Discarded Transformer and Electrical Equipment Accumulation Areas: The maximum detected contaminant concentrations in surface soil above EPA Region 3 industrial RBCs are as follows: 2,100 µg/kg of benzo(a)anthracene (ACSS32) [RBC = 3,900 µg/kg], 2,600

µg/kg of benzo(a)pyrene (ACSS32) [RBC = 390 µg/kg], 5,500 µg/kg of benzo(b)fluoranthene (ACSS32) [RBC = 3,900 µg/kg], 440 µg/kg of dibenzo(a,h)anthracene (ACSS32) [RBC = 390 µg/kg], 1,900 µg/kg of indeno(1,2,3-cd)pyrene (ACSS32) [RBC = 3,900 µg/kg], 30,000 µg/kg of Aroclor-1260 (ACSS13) [RBC = 1,400 µg/kg], and 40.5 mg/kg of arsenic (ACSS21) [RBC = 1.9 mg/kg] (Ref. 5).

Surface Water

Surface water bodies located at NAPR include mangrove swamps (mangroves), Ensenada Honda, and Puerca Bay. The most recent surface water sample results were screened against the Federal Ambient Water Quality Criteria (FAWQC) for Human Health (Water + Organism) or Federal Maximum Contaminant Levels (MCLs) if FAWQC was unavailable. Standing surface water sample results from SWMU 6/AOC B were screened against EPA Region 3 tap water RBCs. The contaminant concentrations in surface water collected from mangroves at SWMU 1, SWMU 2, and SWMU 9 exceeded FAWQC (Refs. 2, 14). In addition, surface water sample results from Ensenada Honda at SWMU 7/8 exceeded FAWQC (Refs. 11, 12). Standing surface water from SWMU 6/AOC B exceeded the EPA Region 3 tap water RBCs (Ref. 7). The maximum detected contaminant concentrations in surface water are presented below.

SWMU 1, Army Cremator Disposal Site: The maximum detected contaminant concentrations of contaminants in surface water exceeding FAWQC are as follows: 105 µg/l of total arsenic (5SW2) [FAWQC = 0.018 µg/l], 108 µg/l of total chromium (5SW01) [MCL = 100 µg/l], 221 µg/l of total selenium (5SW05) [FAWQC = 170 µg/l], and 116 µg/l of total thallium (5SW4) [FAWQC = 1.7 µg/l] (Ref. 2).

SWMU 2, Langley Drive Disposal Site: The maximum detected contaminant concentrations in surface water exceeding FAWQC are as follows: 2.4 µg/l of bis(2-ethylhexyl)phthalate (6SW2) [FAWQC = 1.2 µg/l], 50.6 µg/l of total beryllium (6SW2) [MCL = 4 µg/l], 611 µg/l of total chromium (6SW2) [MCL = 100 µg/l], 549 µg/l of total selenium (6SW3) [FAWQC = 170 µg/l], and 29.3 µg/l of total thallium (6SW1) [FAWQC = 1.7 µg/l] (Ref. 2).

SWMU 6, Building 145 and AOC B, Building 25: The maximum detected contaminant concentrations in surface water exceeding tap water RBCs are as follows: 2 µg/l of acetophenone (6SW01) [RBC = 0.042 µg/l], 1 µg/l of benzo(b)fluoranthene (6SW01) [RBC = 0.092 µg/l], 0.52 µg/l of 4,4'-DDD (6SW01) [RBC = 0.28 µg/l], and 5 µg/l of total arsenic (6SW01) [RBC = 0.045 µg/l] (Ref. 7).

SWMU 7/8, Tow Way Fuel Farm (TWFF): The maximum detected contaminant concentrations exceeding FAWQC are as follows: 12 µg/l of bis(2-ethylhexyl)phthalate (7SW3) [FAWQC = 1.2 µg/l], 5.7 µg/l of total antimony (7SW4) [FAWQC = 5.6 µg/l], 7 µg/l of total arsenic (7SW5) [FAWQC = 0.018 µg/l], 4.9 µg/l of dissolved thallium (7SW6) [FAWQC = 1.7 µg/l], and 7.7 µg/l of dissolved arsenic (7SW9) [FAWQC = 0.018 µg/l] (Refs. 11, 12).

SWMU 9, Tank 212 - 217 Sludge Disposal Pits:

Areas A and B (Tanks 212, 213, 214 and 215)

The maximum detected concentrations of metals in surface water exceeding FAWQC are

as follows: 4.3 µg/l of dissolved arsenic (9SW23) [FAWQC = 0.018 µg/l], 6.5 µg/l of total antimony (9SW17) [FAWQC = 5.6 µg/l], 110 µg/l of total arsenic (9SW18) [FAWQC = 0.018 µg/l], 6.6 of total beryllium (9SW18) [MCL = 4 µg/l], 38 µg/l of cadmium (9SW18) [MCL = 5 µg/l], 540 µg/l of total chromium (9SW18) [MCL = 100 µg/l], and 3,100 µg/l of total copper (9SW18) [FAWQC = 1,300 µg/l] (Ref. 14).

Area C (Tanks 216 and 217)

The maximum detected concentrations of metals in surface water above FAWQC are as follows: 60.8 µg/l of total arsenic (9SW06) [FAWQC = 0.018 µg/l], 8.1 µg/l of dissolved antimony (9SW27) [FAWQC = 5.6 µg/l], and 155 µg/l of total chromium (9SW06) [MCL = 100 µg/l] (Ref. 14).

Sediment

Surface water bodies located at NAPR include mangrove swamps (mangroves), Ensenada Honda, and Puerca Bay. The majority of the sediment sample results were screened against EPA Region 3 industrial RBCs because exposure to sediment contamination in mangroves and Ensenada Honda is expected to be limited to on-site workers. However, the sediment sample results from SWMUs 3 and 11/45 were compared against EPA Region 3 residential RBCs because sediments were collected from Puerca Bay, which is considered a potential recreational area. The contaminant concentrations in sediment collected from mangroves at SWMU 1, SWMU 2, and SWMU 9 exceeded industrial RBCs (Refs. 2, 14). Sediment sample results from Ensenada Honda at SWMU 3 and SWMU 7/8 exceeded industrial RBCs (Refs. 10, 11, 12). Also, sediment sample results from Puerca Bay at SWMU 3 and SWMU 11/45 exceeded residential RBCs (Refs. 2, 10). Sediment sample results from drainage ditch at SWMU 13 exceeded industrial RBCs (Ref. 5). The maximum detected contaminant concentrations in sediment are presented below.

SWMU 1, Army Cremator Disposal Site: The maximum detected concentration of arsenic in sediment (32 mg/kg [5SE4]) exceeds the EPA Region 3 industrial RBCs [RBC = 1.9 mg/kg] (Ref. 2).

SWMU 2, Langley Drive Disposal Site: The maximum detected concentrations in sediment exceeding EPA Region 3 industrial RBCs are 920 µg/kg benzo(a)pyrene (2SD03) [RBC = 390 µg/kg] and 16.4 mg/kg arsenic (6SE3) [RBC = 1.9 mg/kg] (Ref. 2).

SWMU 3, Base Landfill: The maximum detected contaminant concentrations in sediment exceeding EPA Region 3 residential RBCs are 1 µg/kg of total HxCDD (3SD15) [RBC = 0.1 µg/kg] and 4.3 mg/kg of arsenic (3SD02) [RBC = 0.43 mg/kg] (Ref. 10).

SWMU 7/8, Tow Way Fuel Farm (TWFF): The maximum detected contaminant concentrations in sediment exceeding EPA Region 3 industrial RBCs are as follows: 2,200 µg/kg of benzo(a)pyrene (7SD12) [RBC = 390 µg/kg], 530 µg/kg of dibenzo(a,h)anthracene (7SD12) [RBC = 390 µg/kg], and 46 mg/kg of arsenic (7SD3) [RBC = 1.9 mg/kg] (Refs. 11, 12).

SWMU 9, Tank 212 - 217 Sludge Disposal Pits:

Areas A and B (Tanks 212, 213, 214 and 215)

The maximum detected concentrations in sediment exceeding EPA Region 3 industrial RBCs are 2.9 mg/kg of arsenic (9SD16) [RBC = 1.9 mg/kg] and 1,300 µg/kg of benzo(a)pyrene (9SD20) [RBC = 390 µg/kg] (Ref. 14).

Area C (Tanks 216 and 217)

The maximum detected concentrations of arsenic in sediment (15 mg/kg [9SD26]) exceeds the EPA Region 3 industrial RBC [RBC = 1.9 mg/kg] (Ref. 14).

SWMU 11/45, Building 38: The maximum detected contaminant concentrations detected in sediment exceeding EPA Region 3 residential RBCs are as follows: 12 mg/kg of arsenic (11SD01D) [RBC = 0.43 mg/kg], 3,200 µg/kg of benzo(a)pyrene (SD03D) [RBC = 87 µg/kg], and 5,000 µg/kg of benzo(b)fluoranthene [RBC = 870 µg/kg] (Ref. 2).

SWMU 13, Old Pest Control Shop: The maximum detected contaminant concentrations detected in sediment exceeding EPA Region 3 industrial RBCs are as follows: 50,000 µg/kg of 4,4'-DDD (13SD07) [RBC = 12,000 µg/kg], 21,000 µg/kg of 4,4'-DDE (13SD07) [RBC = 8,400 µg/kg], 34,000 µg/kg of 4,4'-DDT (13SD13) [RBC = 8,400 µg/kg], 1,800 µg/kg of dieldrin (13SD09-00) [RBC = 180 µg/kg] (Ref. 5).

References:

1. Draft RCRA Facility Investigation Report for Phase I Investigations at Operable Units 1, 6, and 7. Prepared by Baker Environmental, Inc. Dated July 1, 1996.
2. Revised Draft RCRA Facility Investigation Report for Operable Unit 3/5. Prepared by Baker Environmental, Inc. Dated April 19, 1999.
3. Final Phase II RFI report for SWMU 30. Prepared by Baker Environmental, Inc. Dated February 15, 2000.
4. Final Corrective Measures Study Report for SWMU 31/32. Prepared by Baker Environmental, Inc. Dated April 17, 2000.
5. Revised Final II Corrective Measures Study Final Report, Prepared by Baker Environmental, Inc. Dated August 4, 2000.
6. Draft Interim Decision Document for SWMU 14. Prepared by Baker Environmental, Inc. Dated November 11, 2000.
7. Final Corrective Measures Study Final Report for SWMU 6/AOC B. Prepared by Baker Environmental, Inc. Dated June 21, 2001.
8. Draft Corrective Measures Study Report for SWMU 10. Prepared by Baker Environmental, Inc. Dated July 6, 2001.
9. Final RCRA Facility Investigation Report for SWMU 53 and 54. Prepared by Baker Environmental, Inc. Dated September 30, 2002.
10. Revised Final RCRA Facility Investigation Report for SWMU 3. Prepared by Baker Environmental, Inc. Dated March 18, 2003.
11. Final Additional Data Collection Investigation Report for Tow Way Fuel Farm. Prepared by Baker Environmental, Inc. Dated April 22, 2003.

12. Final Corrective Measures Study Task I Report for Tow Way Fuel Farm. Prepared by Baker Environmental, Inc. Dated April 22, 2003.
13. Final Groundwater Model Report for Tow Way Fuel Farm. Prepared by Baker Environmental, Inc. Dated April 22, 2003.
14. Final Corrective Measures Study Investigation Report for SWMU 9. Prepared by Baker Environmental, Inc. Dated April 25, 2003.

Attachment III

SCOPE OF WORK FOR A FULL RCRA FACILITY INVESTIGATION (RFI)

I. PURPOSE

The purpose of the RCRA Facility Investigation is to determine the nature, rate, direction and extent of releases of hazardous waste, including hazardous constituents, from solid waste management units and other source areas at the facility including areas off-site impacted by the release(s) from the facility, and to gather all necessary data to support the Corrective Measures Study. The Respondent shall furnish all personnel, materials, and services necessary for, or incidental to, performing the RCRA corrective measure.

II. SCOPE

The RCRA Facility Investigation consists of seven tasks:

Task I: Description of Current Conditions

- A. Facility Background
- B. Nature and Extent of Contamination
- C. Implementation of Interim Measures

Task II: Pre-Investigation Evaluation of Corrective Measure Technologies

Task III: RFI Management Plans

- A. Project Management Plan
- B. Data Collection Quality Assurance Plan
- C. Data Management Plan
- D. Health and Safety Plan
- E. Community Relations Plan

Task IV: Facility Investigation

- A. Environmental Setting
- B. Source Characterization
- C. Contamination Characterization
- D. Potential Receptor Identification

Task V: Investigation Analysis

- A. Data Analysis
- B. Protection Standards

Task VI: Laboratory and Bench-Scale Studies

Task VII: Reports

- A. Progress
- B. Draft and Final

III. TASK I: DESCRIPTION OF CURRENT CONDITIONS

The Respondent shall submit for EPA approval a report providing the background information pertinent to the facility, contamination and interim measures as set forth below. The data gathered during any previous investigations or inspections and other relevant data shall be included. The report must include, at a minimum, the following information:

A. Facility Background

The Respondent's report shall summarize the regional location, pertinent boundary features, general facility physiography, hydrogeology, and historical use of the facility for the treatment, storage or disposal of solid and hazardous waste. The Respondent's report shall include:

1. Map(s) depicting the following:
 - (a) General geographic location;
 - (b) Property lines, with the owners of all adjacent property clearly indicated;
 - (c) Topography and surface drainage (with a contour interval of two (2) feet and a scale of 1 inch = 100 feet) depicting all waterways, wetlands, floodplains, water features, drainage patterns, and surface-water containment areas;
 - (d) All tanks, buildings, utilities, paved areas, easements, rights-of-way, and other features;

- (e) All solid or hazardous waste treatment, storage or disposal areas active after November 19, 1980;
- (f) All known past solid or hazardous waste treatment, storage or disposal areas regardless of whether they were active on or after November 19, 1980;
- (g) All known past and present product and waste underground tanks or piping;
- (h) Surrounding land uses (residential, commercial, agricultural, recreational); and
- (i) The location of all production and groundwater monitoring wells. These wells shall be clearly labeled and ground and top of casing elevations and construction details included (these elevations and details may be included as an attachment).

All maps shall be consistent with the requirements set forth in 40 CFR 270.14 and be of sufficient detail and accuracy to locate and report all current and future work performed at the site;

2. A history and description of ownership and operation, solid and hazardous waste generation, treatment, storage and disposal activities at the facility;
3. Approximate dates or periods of past product and waste spills, identification of the materials spilled, the amount spilled, the location where spilled, and a description of the response actions conducted (local, state, or federal response units or private parties), including any inspection reports or technical reports generated as a result of the response; and
4. A summary of past permits requested and/or received, any enforcement actions and their subsequent responses and a list of documents and studies prepared for the facility.

B. Nature and Extent of Contamination

1. The Respondent's report shall summarize all possible source areas of contamination. This, at a minimum, should include all regulated units, solid waste management units, spill areas, and other suspected source areas of contamination. For each area, the Respondent shall identify the following:
 - (a) Location of unit/area (which shall be depicted on a facility map);
 - (b) Quantities of solid and hazardous wastes;
 - (c) Hazardous waste or constituents, to the extent known; and
 - (d) Identification of areas where additional information is necessary.
2. The Respondent shall prepare an assessment and description of the existing degree and extent of contamination. This should include:
 - (a) Available monitoring data and qualitative information on locations and levels of contamination at the facility;
 - (b) All potential migration pathways including information on geology, petrology, hydrogeology, physiography, hydrology, water quality, meteorology, and air quality; and
 - (c) The potential impact(s) on human health and the environment, including demography, groundwater and surface-water use, and land use.

C. Implementation of Interim Corrective Measures

The Respondent's report shall document interim corrective measures which were or are being undertaken at the facility. This shall include:

1. Objectives of the interim corrective measures: how the measure is mitigating a potential threat to human health and the environment and/or is consistent with

and integrated into any long term solution at the facility;

2. Design, construction, operation, and maintenance requirements;
3. Schedules for design, construction and monitoring; and
4. Schedule for progress reports.

IV. TASK II: PRE-INVESTIGATION EVALUATION OF CORRECTIVE MEASURE TECHNOLOGIES

The Respondent shall submit a report that identifies the potential corrective measure technologies that may be used on-site or off-site for the containment, treatment, remediation, and/or disposal of contamination. This report shall also identify any field data that needs to be collected in the facility investigation to facilitate the evaluation and selection of the final corrective measure or measures (e.g., compatibility of waste and construction materials, information to evaluate effectiveness, treatability of wastes, etc.).

V. TASK III: RFI MANAGEMENT PLANS

The Respondent shall submit RFI Management Plans. These Plans shall be followed during the implementation of RFI, and will be part of the RFI Workplan. During the RFI, these Management Plans may be necessary for revisions depending on the detail of information collected to accommodate the facility specific situation. The RFI Management Plans include the following:

A. Project Management Plan

The Respondent shall prepare a Project Management Plan which will include a discussion of the technical approach, schedules, budget, and personnel. The Project Management Plan will also include a description of qualifications of personnel performing or directing the RFI, including contractor personnel. This plan shall

also document the overall management approach to the RCRA Facility Investigation.

B. Data Collection Quality Assurance Plan

The Respondent shall prepare a plan to document all monitoring procedures: sampling, field measurements, and sample analysis performed during the investigation to characterize the environmental setting, source, and contamination, so as to ensure that all information, data and resulting decisions are technically sound, statistically valid, and properly documented.

1. Data Collection Strategy

The strategy section of the Data Collection Quality Assurance Plan shall include but not be limited to the following:

- (a) Description of the intended uses for the data, and the necessary level of precision and accuracy for these intended uses;
- (b) Description of methods and procedures to be used to assess the precision, accuracy and completeness of the measurement data;
- (c) Description of the rationale used to assure that the data accurately and precisely represent a characteristic of a population, parameter variations at a sampling point, a process condition or an environmental condition. Examples of factors which shall be considered and discussed include:
 - (i) Environmental conditions at the time of sampling;
 - (ii) Number of sampling points;
 - (iii) Representativeness of selected media; and
 - (iv) Representativeness of selected analytical parameters.

- (d) Description of the measures to be taken to assure that the following data sets can be compared to each other:
 - (i) RFI data generated by the Respondent over some time period;
 - (ii) RFI data generated by an outside laboratory or consultant versus data generated by the Respondent;
 - (iii) Data generated by separate consultants or laboratories; and
 - (iv) Data generated by an outside consultant or laboratory over some time period.
- (e) Details relating to the schedule and information to be provided in quality assurance reports. The reports should include but not be limited to:
 - (i) Periodic assessment of measurement data accuracy, precision, and completeness;
 - (ii) Results of performance audits;
 - (iii) Results of system audits;
 - (iv) Significant quality assurance problems and recommended solutions; and
 - (v) Resolutions of previously stated problems.

2. Sampling

The Sampling section of the Data Collection Quality Assurance Plan shall discuss:

- (a) Selecting appropriate sampling locations, depths, etc.;
- (b) Providing a statistically sufficient number of sampling sites;
- (c) Measuring all necessary ancillary data;

- (d) Determining conditions under which sampling should be conducted;
- (e) Determining which media are to be sampled (e.g., groundwater, air, soil, sediment, etc.);
- (f) Determining which parameters are to be measured and where;
- (g) Selecting the frequency of sampling and length of sampling period;
- (h) Selecting the types of sample (e.g., composites vs. grabs) and number of samples to be collected;
- (i) Measures to be taken to prevent contamination of the sampling equipment and cross contamination between sampling points;
- (j) Documenting field sampling operations and procedures, including;
 - (i) Documentation of procedures for preparation of reagents or supplies which become an integral part of the sample (e.g., filters, and adsorbing reagents);
 - (ii) Procedures and forms for recording the exact location and specific considerations associated with sample acquisition;
 - (iii) Documentation of specific sample preservation method;
 - (iv) Calibration of field devices;
 - (v) Collection of replicate samples;
 - (vi) Submission of field-biased blanks, where appropriate;
 - (vii) Potential interferences present at the facility;

- (viii) Construction materials and techniques, associated with monitoring wells and piezometers;
 - (ix) Field equipment listing and sample containers;
 - (x) Sampling order; and
 - (xi) Decontamination procedures.
- (k) Selecting appropriate sample containers;
 - (l) Sample preservation; and
 - (m) Chain-of-custody, including:
 - (i) Standardized field tracking reporting forms to establish sample custody in the field prior to and during shipment; and
 - (ii) Pre-prepared sample labels containing all information necessary for effective sample tracking.

3. Field Measurements

The Field Measurements section of the Data Collection Quality Assurance Plan shall discuss:

- (a) Selecting appropriate field measurement locations, depths, etc.;
- (b) Providing a statistically sufficient number of field measurements;
- (c) Measuring all necessary ancillary data;
- (d) Determining conditions under which field measurements should be conducted;
- (e) Determining which media are to be addressed by appropriate field measurements (e.g., groundwater, air, soil, sediment, etc.);

- (f) Determining which parameters are to be measured and where;
- (g) Selecting the frequency of field measurement and length of field measurements period; and
- (h) Documenting field measurement operations and procedures, including:
 - (i) Procedures and forms for recording raw data and the exact location, time, and facility-specific considerations associated with the data acquisition;
 - (ii) Calibration of field devices;
 - (iii) Collection of replicate measurements;
 - (iv) Submission of field-biased blanks, where appropriate;
 - (v) Potential interferences present at the facility;
 - (vi) Construction materials and techniques associated with monitoring wells and piezometers used to collect field data;
 - (vii) Field equipment listing;
 - (viii) Order in which field measurements were made; and
 - (ix) Decontamination procedures.

4. Sample Analysis

The Sample Analysis section of the Data Collection Quality Assurance Plan shall specify the following:

- (a) Chain-of-custody procedures, including:
 - (i) Identification of a responsible party to act as sample custodian at the laboratory facility authorized to sign for incoming field samples, obtain documents of shipment,

and verify the data entered onto the sample custody records;

- (ii) Provision for a laboratory sample custody log consisting of serially numbered standard lab-tracking report sheets; and
 - (iii) Specification of laboratory sample custody procedures for sample handling, storage, and dispersment for analysis.
- (b) Sample storage procedures and storage times;
 - (c) Sample preparation methods;
 - (d) Analytical procedures, including:
 - (i) Scope and application of the procedure;
 - (ii) Sample matrix;
 - (iii) Potential interferences;
 - (iv) Precision and accuracy of the methodology; and
 - (v) Method detection limits.
 - (e) Calibration procedures and frequency;
 - (f) Data reduction, validation and reporting;
 - (g) Internal quality control checks, laboratory performance and systems audits and frequency, including:
 - (i) Method blank(s);
 - (ii) Laboratory control sample(s);
 - (iii) Calibration check sample(s);
 - (iv) Replicate sample(s);
 - (v) Matrix-spiked sample(s);

- (vi) "Blind" quality control sample(s);
 - (vii) Control charts;
 - (viii) Surrogate samples;
 - (ix) Zero and span gases; and
 - (x) Reagent quality control checks.
- (h) Preventive maintenance procedures and schedules;
 - (i) Corrective action (for laboratory problems); and
 - (j) Turnaround time.

C. Data Management Plan

The Respondent shall develop and initiate a Data Management Plan to document and track investigation data and results. This plan shall identify and set up data documentation materials and procedures, project file requirements, and project-related progress reporting procedures and documents. The plan shall also provide the format to be used to present the raw data and conclusions of the investigation.

1. Data Record

The data record shall include the following:

- (a) Unique sample or field measurement code;
- (b) Sampling or field measurement location and sample or measurement type;
- (c) Sampling or field measurement raw data;
- (d) Laboratory analysis ID number;
- (e) Property or component measured; and
- (f) Result of analysis (e.g., concentration).

2. Tabular Displays

The following data shall be presented in tabular displays:

- (a) Unsorted (raw) data;
- (b) Results for each medium, or for each constituent monitored;
- (c) Data reduction for statistical analysis;
- (d) Sorting of data by potential stratification factors (e.g., location, soil layer, topography); and
- (e) Summary data.

3. Graphical Displays

The following data shall be presented in graphical formats (e.g., bar graphs, line graphs, area or plan maps, isopleth plots, cross-sectional plots or transacts, three dimensional graphs, etc.):

- (a) Display sampling location and sampling grid;
- (b) Indicate boundaries of sampling area, and areas where more data are required;
- (c) Display levels of contamination at each sampling location;
- (d) Display geographical extent of contamination;
- (e) Display contamination levels, averages, and maxima;
- (f) Illustrate changes in concentration in relation to distance from the source, time, depth or other parameters; and
- (g) Indicate features affecting intramedia transport and show potential receptors.

D. Health and Safety Plan

The Respondent shall prepare a facility Health and Safety Plan.

1. Major elements of the Health and Safety Plan shall include:
 - (a) Facility description including availability of resources such as roads, water supply, electricity and telephone service;
 - (b) Describe the known hazards and evaluate the risks associated with the incident and with each activity conducted;
 - (c) List key personnel and alternates responsible for site safety, response operations, and for protection of public health;
 - (d) Delineate work areas;
 - (e) Describe levels of protection to be worn by personnel in work areas;
 - (f) Establish procedures to control site access;
 - (g) Describe decontamination procedures for personnel and equipment;
 - (h) Establish site emergency procedures;
 - (i) Address emergency medical care for injuries and toxicological problems;
 - (j) Describe requirements for an environmental surveillance program;
 - (k) Specify any routine and special training required for responders; and
 - (l) Establish procedures for protecting workers from weather-related problems.
2. The Facility Health and Safety Plan shall be consistent with:

- (a) NIOSH Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (1985);
- (b) EPA Order 1440.1 - Respiratory Protection;
- (c) EPA Order 1440.3 - Health and Safety Requirements for Employees engaged in Field Activities;
- (d) Facility Contingency Plan;
- (e) EPA Standard Operating Safety Guide (1984);
- (f) OSHA regulations particularly in 29 CFR 1910 and 1926;
- (g) State, local, and other federal agency (e.g., DOD, DOE) regulations; and
- (h) Other EPA guidance as provided.

E. Community Relations Plan

The Respondent shall prepare a plan, for the dissemination of information to the public regarding investigation activities and results.

VI. TASK IV: RCRA FACILITY INVESTIGATION (RFI)

The Respondent shall conduct those investigations necessary to: characterize the facility (Environmental Setting); define the source (Source Characterization); define the degree and extent of contamination (Contamination Characterization); and identify actual or potential receptors.

The RFI should result in data of adequate technical quality to support the development and evaluation of the corrective measure alternative or alternatives during the Corrective Measures Study ("CMS").

The RFI activities shall follow the plans set forth in Task III. All sampling and analyses shall be conducted in accordance with the Data Collection Quality Assurance Plan. All sampling locations shall be documented in a log and identified on a detailed site map.

A. Environmental Setting

The Respondent shall collect information to supplement and verify existing information on the environmental setting at the facility. The Respondent shall characterize the following:

1. Hydrogeology

The Respondent shall conduct a program to evaluate hydrogeologic conditions at the facility. This program shall provide the following information:

- (a) A description of the regional and facility specific geologic and hydrogeologic characteristics affecting groundwater flow beneath the facility, including:
 - (i) Regional and facility specific stratigraphy: description of strata including strike and dip, identification of stratigraphic contacts;
 - (ii) Structural geology: description of local and regional structural features (e.g., folding, faulting, tilting, jointing, etc.);
 - (iii) Depositional history;
 - (iv) Identification and characterization of areas and amounts of recharge and discharge;
 - (v) Regional and facility specific groundwater flow patterns; and
 - (vi) Characterize seasonal variations in the groundwater flow regime.
- (b) An analysis of any topographic features that might influence the groundwater flow system. (Note: Stereographic analysis of aerial photographs may aid in this analysis).
- (c) Based on field data, test, and cores, a representative and accurate classification and description of the hydrogeologic units which

may be part of the migration pathways at the facility (i.e., the aquifers and any intervening saturated and unsaturated units), including:

- (i) Hydraulic conductivity and porosity (total and effective);
 - (ii) Lithology, grain size, sorting, degree of cementation;
 - (iii) An interpretation of hydraulic interconnections between saturated zones; and
 - (iv) The attenuation capacity and mechanisms of the natural earth materials (e.g., ion exchange capacity, organic carbon content, mineral content etc.).
- (d) Based on field studies and cores, structural geology, and hydrogeologic cross sections showing the extent (depth, thickness, lateral extent) of hydrogeologic units which may be part of the migration pathways identifying:
- (i) Sand and gravel deposits in unconsolidated deposits;
 - (ii) Zones of fracturing or channeling in consolidated or unconsolidated deposits;
 - (iii) Zones of higher permeability or low permeability that might direct and restrict the flow of contaminants;
 - (iv) The uppermost aquifer: geologic formation, group of formations, or part of a formation capable of yielding a significant amount of groundwater to wells or springs; and
 - (v) Water-bearing zones above the first confining layer that may serve as a pathway for contaminant migration including perched zones of saturation.

- (e) Based on data obtained from groundwater monitoring wells and piezometers installed upgradient and downgradient of the potential contaminant source, a representative description of water level or fluid pressure monitoring including:
 - (i) Water-level contour and/or potentiometric maps;
 - (ii) Hydrologic cross sections showing vertical gradients;
 - (iii) The flow system, including the vertical and horizontal components of flow; and
 - (iv) Any temporal changes in hydraulic gradients, for example, due to tidal or seasonal influences.
- (f) A description of manmade influences that may affect the hydrogeology of the site, identifying:
 - (i) Active and inactive local water-supply and production wells with an approximate schedule of pumping; and
 - (ii) Manmade hydraulic structures (pipelines, french drains, ditches, unlined ponds, septic tanks, NPDES outfalls, retention areas, etc.).

2. Soils

The Respondent shall conduct a program to characterize the soil and rock units above the water table in the vicinity of the contaminant release(s). Such characterization shall include but not be limited to, the following information:

- (a) SCS soil classification;
- (b) Surface soil distribution;

- (c) Soil profile, including ASTM classification of soils;
- (d) Transacts of soil stratigraphy;
- (e) Hydraulic conductivity (saturated and unsaturated);
- (f) Relative permeability;
- (g) Bulk density;
- (h) Porosity;
- (i) Soil sorptive capacity;
- (j) Cation exchange capacity (CEC);
- (k) Soil organic content;
- (l) Soil pH;
- (m) Particle size distribution;
- (n) Depth of water table;
- (o) Moisture content;
- (p) Effect of stratification on unsaturated flow;
- (q) Infiltration
- (r) Evapotranspiration;
- (s) Storage capacity;
- (t) Vertical flow rate; and
- (u) Mineral content.

3. Surface Water and Sediment

The Respondent shall conduct a program to characterize the surface water bodies within 5 miles of the facility. Such characterization shall

include, but not be limited to, the following activities and information:

- (a) Description of the temporal and permanent surface-water bodies including:
 - (i) For lakes and estuaries: location, elevation, surface area, inflow, outflow, depth, temperature stratification, and volume;
 - (ii) For impoundments: location, elevation, surface area, depth, volume, freeboard, and purpose of impoundment;
 - (iii) For streams, ditches, drains, swamps and channels: location, elevation, flow, velocity, depth, width, seasonal fluctuations, and flooding tendencies (i.e., 100 year event);
 - (iv) Drainage patterns; and
 - (v) Evapotranspiration.
- (b) Description of the chemistry of the natural surface water and sediments. This includes determining the pH, total dissolved solids, total suspended solids, biological oxygen demand, alkalinity, conductivity, dissolved oxygen profiles, nutrients (NH₃, NO₃⁻/NO₂⁻, PO₄⁻³), chemical oxygen demand, total organic carbon, specific contaminant concentrations, etc.
- (c) Description of sediment characteristics including:
 - (i) Deposition area;
 - (ii) Thickness profile; and
 - (iii) Physical and chemical parameters (e.g., grain size, density, organic carbon content, ion exchange capacity, pH, etc.)

B. Source Characterization

The Respondent shall collect analytical data to completely characterize the wastes and the areas where wastes have been placed, collected or removed including: type; quantity; physical form; disposition (containment or nature of deposits); and facility characteristics affecting release (e.g., facility security, and engineered barriers). This shall include quantification of the following specific characteristics at each source area:

1. Unit/Disposal Area characteristics:
 - (a) Location of unit/disposal area;
 - (b) Type of unit/disposal area;
 - (c) Design features;
 - (d) Operating practices (past and present);
 - (e) Period of operation;
 - (f) Age of unit/disposal area;
 - (g) General physical conditions; and
 - (h) Method used to close the unit/disposal area.
2. Waste Characteristics:
 - (a) Type of waste placed in the unit;
 - (i) Hazardous classification (e.g., flammable, reactive, corrosive, oxidizing, or reducing agent);
 - (ii) Quantity; and
 - (iii) Chemical composition.
 - (b) Physical and chemical characteristics;
 - (i) Physical form (solid, liquid, gas);
 - (ii) Physical description (e.g., powder, oily sludge);

- (iii) Temperature;
 - (iv) pH;
 - (v) General chemical class (e.g., acid, base, solvent);
 - (vi) Molecular weight;
 - (vii) Density;
 - (viii) Boiling point;
 - (ix) Viscosity;
 - (x) Solubility in water;
 - (xi) Cohesiveness of the waste;
 - (xii) Vapor pressure.
 - (xiii) Flash point
- (c) Migration and dispersal characteristics of the waste;
- (i) Sorption;
 - (ii) Biodegradability, bioconcentration, biotransformation;
 - (iii) Photodegradation rates;
 - (iv) Hydrolysis rates; and
 - (v) Chemical transformations.

The Respondent shall document the procedures used in making the above determinations.

C. Contamination Characterization

The Respondent shall collect analytical data on groundwater, soils, and/or surface water/sediment contamination in the vicinity of the facility. This data shall be sufficient to define the extent, origin,

direction, and rate of movement of contaminant plumes. Data shall include time and location of sampling, media sampled, concentrations found, and conditions during sampling, and the identity of the individuals performing the sampling and analysis. The Respondent shall address the following types of contamination at the facility:

1. Groundwater Contamination

The Respondent shall conduct a groundwater investigation to characterize any plumes of contamination at the facility. This investigation shall, at a minimum, provide the following information:

- (a) A description of the horizontal and vertical extent of any immiscible or dissolved plume(s) originating from the facility;
- (b) The horizontal and vertical direction of contamination movement;
- (c) The velocity of contaminant movement;
- (d) The horizontal and vertical concentration profiles of chemical contaminants;
- (e) An evaluation of factors influencing the plume movement; and
- (f) An extrapolation of future contaminant movement.

The Respondent shall document the procedures used in making the above determinations (e.g., well design, well construction, geophysics, modeling, etc.).

2. Soil Contamination

The Respondent shall conduct an investigation to characterize the contamination of the soil above the water table in the vicinity of the contaminant release(s). The investigation shall include the following information:

- (a) A description of the vertical and horizontal extent of contamination.
- (b) A description of contaminant and soil chemical properties within the contaminant source area and plume. This includes contaminant solubility, specification, adsorption, leachability, exchange capacity, biodegradability, hydrolysis, photolysis, oxidation, and other factors that might affect contaminant migration and transformation.
- (c) Specific contaminant concentrations.
- (d) The velocity and direction of contaminant movement.
- (e) An extrapolation of future contaminant movement.

The Respondent shall document the procedures used in making the above determinations.

3. Surface-Water and Sediment Contamination

The Respondent shall conduct a surface-water and sediment investigation to characterize potential contamination in surface-water bodies and sediments resulting from the contaminant release(s) by the facility. The investigation shall include, but not be limited to, the following information:

- (a) A description of the horizontal and vertical extent of any immiscible or dissolved plume(s) originating from the facility, and the extent of contamination in underlying sediments;
- (b) The horizontal and vertical direction of contaminant movement;
- (c) The contaminant velocity;
- (d) An evaluation of the physical, biological and chemical factors influencing contaminant movement;

- (e) An extrapolation of future contaminant movement; and
- (f) A description of the chemistry of the contaminated surface waters and sediments. This includes determining the pH, total dissolved solids, specific contaminant concentrations, etc.;

The Respondent shall document the procedures used in making the above determinations.

D. Potential Receptors

The Respondent shall collect data describing the human populations and environmental systems that are susceptible to contaminant exposure from the facility. Chemical analysis of biological samples may be needed. Data on observable effects in ecosystems may also be obtained. The following characteristics shall be identified:

1. Local uses and possible future uses of groundwater:
 - (a) Type of use (e.g., drinking water source: municipal or residential, agricultural, domestic/non-potable, and industrial); and
 - (b) Location of groundwater users including wells and discharge areas.
2. Local uses and possible future uses of surface waters draining the facility:
 - (a) Domestic and municipal (e.g., potable and lawn/gardening watering);
 - (b) Recreational (e.g., swimming, fishing);
 - (c) Agricultural;
 - (d) Industrial; and
 - (e) Environmental (e.g., fish and wildlife propagation).

3. Human use of or access to the facility and adjacent lands, including but not limited to:
 - (a) Recreation;
 - (b) Hunting;
 - (c) Residential;
 - (d) Commercial;
 - (e) Zoning; and
 - (f) Relationship between population locations and prevailing wind direction.
4. A description of the biota in surface water bodies on, adjacent to, or affected by the facility.
5. A description of the ecology overlying and adjacent to the facility.
6. A demographic profile of the people who use or have access to the facility and adjacent land, including, but not limited to: age; sex; and sensitive subgroups.
7. A description of any endangered or threatened species near the facility.

VII. TASK V: RCRA FACILITY INVESTIGATION ANALYSIS

The Respondent shall prepare an analysis and summary of all facility investigations and their results. The objective of this task shall be to ensure that the investigation data are sufficient in quality (e.g., quality assurance procedures have been followed) and quantity to describe the nature and extent of contamination, potential threat to human health and/ or the environment, and to support the Corrective Measures Study.

A. Data Analysis

The Respondent shall analyze all facility investigation data outlined in Task IV and prepare a report on the type and extent of contamination at the facility including

sources and migration pathways. The report shall describe the extent of contamination (qualitative/quantitative) in relation to background levels indicative for the area.

B. Protection Standards

The Respondent shall identify all relevant and applicable standards for the protection of human health and the environment (e.g., National Ambient Air Quality Standards, federally-approved water quality standards, etc.).

VIII. TASK VI: LABORATORY AND BENCH-SCALE STUDIES

The Respondent shall conduct laboratory and/or bench scale studies to determine the applicability of a corrective measure technology or technologies to facility conditions. The Respondent shall analyze the technologies, based on literature review, vendor contracts, and past experience to determine the testing requirements.

The Respondent shall develop a testing plan identifying the types(s) and goal(s) of the study(s), the level of effort needed, and the procedures to be used for data management and interpretation.

Upon completion of the testing, the Respondent shall evaluate the testing results to assess the technology or technologies with respect to the site-specific questions identified in the test plan.

The Respondent shall prepare a report summarizing the testing program and its results, both positive and negative.

IX. TASK VII: REPORTS

A. Progress

The Respondent shall provide the EPA with signed, quarterly progress reports.

B. Draft and Final

The Respondent shall prepare and submit a RCRA Facility Investigation ("RFI") Report. The RFI Report shall

present all information gathered under the approved RFI
Workplan.

ATTACHMENT IV

SCOPE OF WORK FOR A CORRECTIVE MEASURE STUDY

I. PURPOSE

The purpose of the Corrective Measure Study (CMS) is to develop and evaluate the corrective action alternative or alternatives and to recommend the corrective measure or measures to be taken. The Respondent will furnish the personnel, materials, and services necessary to prepare the corrective measure study, except as otherwise specified.

II. SCOPE

The Corrective Measure Study consists of four tasks:

Task I: Identification and Development of the Corrective Measure Alternative or Alternatives

- A. Description of Current Situation
- B. Establishment of Corrective Action Objectives
- C. Screening of Corrective Measures Technologies
- D. Identification of the Corrective Measure Alternative or Alternatives

Task II: Evaluation of the Corrective Measure Alternative or Alternatives

- A. Technical/Environmental/Human Health/Institutional
- B. Cost Estimate

Task III: Justification and Recommendation of the Corrective Measure or Measures

- A. Technical
- B. Environmental
- C. Human Health

Task IV: Reports

- A. Progress
- B. Final

III. TASK I: IDENTIFICATION AND DEVELOPMENT OF THE CORRECTIVE ACTION ALTERNATIVE OR ALTERNATIVES

Based on the results of the RCRA Facility Investigation and consideration of the identified Preliminary Corrective Measure Technologies (Task II of Appendix A of this Permit), the Respondent shall identify, screen, and develop the alternative or alternatives for removal, containment, treatment and/or other remediation of the contamination based on the objectives established for the corrective action.

A. Description of Current Situation

The Respondent shall submit an update to the information describing the current situation at the facility and the known nature and extent of the contamination as documented by the RCRA Facility Investigation Report. The Respondent shall provide an update to information presented in Task I of the RFI to the Agency regarding previous response activities and any interim measures which have or are being implemented at the facility. The Respondent shall also make a facility-specific statement of the purpose for the response, based on the results of the RCRA Facility Investigation ("RFI"). The statement of purpose should identify the actual or potential exposure pathways that should be addressed by corrective measures.

B. Establishment of Corrective Action Objectives

The Respondent, in conjunction with EPA, shall establish site specific objectives for the corrective action. These objectives shall be based on public health and environmental criteria, information gathered during the RFI, EPA guidance, and the requirements of any applicable federal statutes. At a minimum, all corrective actions concerning groundwater releases from regulated units must be consistent with, and as stringent as, those required under 40 CFR §264.100.

C. Screening of Corrective Measure Technologies

The Respondent shall review the results of the RFI and reassess the technologies specified in Task II and identify additional technologies which are applicable at the facility. The Respondent shall screen the preliminary corrective measure technologies identified

in Task II of the RFI and any supplemental technologies to eliminate those that may prove infeasible to implement, that rely on technologies unlikely to perform satisfactorily or reliably, or that do not achieve the corrective measure objective within a reasonable time period. This screening process focuses on eliminating those technologies which have severe limitations for a given set of waste and site-specific conditions. The screening step may also eliminate technologies based on inherent technology limitations. Site, waste, and technology characteristics which are used to screen inapplicable technologies are described in more detail below:

1. Site Characteristics

Site data should be reviewed to identify conditions that may limit or promote the use of certain technologies. Technologies whose use is clearly precluded by site characteristics should be eliminated from further consideration;

2. Waste Characteristics

Identification of waste characteristics that limit the effectiveness or feasibility of technologies is an important part of the screening process. Technologies clearly limited by these waste characteristics should be eliminated from consideration. Waste characteristics particularly affect the feasibility of in-situ methods, direct treatment methods, and land disposal (on/off-site); and

3. Technology Limitations

During the screening process, the level of technology development, performance record, and inherent construction, operation, and maintenance problems should be identified for each technology considered. Technologies that are unreliable, perform poorly, or are not fully demonstrated may be eliminated in the screening process. For example, certain treatment methods have been developed to a point where they can be implemented in the field

without extensive technology transfer or development.

D. Identification of the Corrective Measure Alternative or Alternatives

The Respondent shall develop the corrective measure alternative or alternatives based on the corrective action objectives and analysis of the Preliminary Corrective Measure Technologies, as presented in Task II of the RFI and as supplemented following the preparation of the RFI Final Report. The Respondent shall rely on engineering practice to determine which of the previously identified technologies appear most suitable for the site. Technologies can be combined to form the overall corrective action alternative or alternatives. The alternative or alternatives developed should represent a workable number of option(s) that each appear to adequately address all site problems and corrective action objectives. Each alternative may consist of an individual technology or a combination of technologies. The Respondent shall document the reasons for excluding technologies, identified in Task II, as supplemented in the development of the alternative or alternatives.

IV. TASK II: EVALUATION OF THE CORRECTIVE MEASURE ALTERNATIVE OR ALTERNATIVES

The Respondent shall describe each corrective measure alternative that passes through the Initial Screening in Task I of this appendix and evaluate each corrective measure alternative and its components. The evaluation shall be based on technical, environmental, human health and institutional concerns. The Respondent shall also develop cost estimates of each corrective measure.

A. Technical/Environmental/Human Health/Institutional

The Respondent shall provide a description of each corrective measure alternative which includes but is not limited to the following: preliminary process flow sheets; preliminary sizing and type of construction for buildings and structures; and rough quantities of utilities required. The Respondent shall evaluate each alternative in the four following areas:

1. Technical

The Respondent shall evaluate each corrective measure alternative based on performance, reliability, implementability and safety.

(a) The Respondent shall evaluate performance based on the effectiveness and useful life of the corrective measure:

(i) Effectiveness shall be evaluated in terms of the ability to perform intended functions, such as containment, diversion, removal, destruction, or treatment. The effectiveness of each corrective measure shall be determined either through design specifications or by performance evaluation. Any specific waste or site characteristics which could potentially impede effectiveness shall be considered. The evaluation should also consider the effectiveness of combinations of technologies; and

(ii) Useful life is defined as the length of time the level of effectiveness can be maintained. Most corrective measure technologies, with the exception of destruction, deteriorate with time. Often, deterioration can be slowed through proper system operation and maintenance, but the technology eventually may require replacement. Each corrective measure shall be evaluated in terms of the projected service lives of its component technologies. Resource availability in the future life of the technology, as well as appropriateness of the technologies, must be considered in estimating the useful life of the project.

(b) The Respondent shall provide information on the liability of each corrective measure including their operation and maintenance requirements and their demonstrated reliability:

- (i) Operation and maintenance requirements include the frequency and complexity of necessary operation and maintenance. Technologies requiring frequent or complex operation and maintenance activities should be regarded as less reliable than technologies requiring little or straight forward operation and maintenance. The availability of labor and materials to meet these requirements shall also be considered; and
 - (ii) Demonstrated and expected reliability is a way of measuring the risk and effect of failure. The Respondent should evaluate whether the technologies have been used effectively under analogous conditions; whether the combination of technologies have been used together effectively; whether failure of any one technology has an immediate impact on receptors; and whether the corrective measure has the flexibility to deal with uncontrollable changes at the site.
- (c) The Respondent shall describe the implementability of each corrective measure including the relative ease of installation (constructability) and the time required to achieve a given level of response:
- (i) Constructability is determined by conditions both internal and external to the facility conditions and include such items as location of underground utilities, depth to water table, heterogeneity of subsurface materials, and location of the facility (i.e., remote location vs. a congested urban area). The Respondent shall evaluate what measures can be taken to facilitate construction under these conditions. External factors which affect implementation include the need for special permits or agreements, equipment availability, and the location of suitable off-site treatment or disposal facilities; and

(ii) Time has two components that shall be addressed: (1) the time it takes to implement a corrective measure and (2) the time it takes to actually see beneficial results. Beneficial results are defined as the reduction of contaminants to some acceptable, pre-established level.

(d) The Respondent shall evaluate each corrective measure alternative with regard to safety. This evaluation shall include threats to the safety of nearby communities and environments as well as those to workers during implementation. Among the factors to consider are fire, explosion, and exposure to hazardous substances.

2. Environmental

The Respondent shall perform an Environmental Assessment for each alternative. The Environmental Assessment shall focus on the facility conditions and pathways of contamination actually addressed by each alternative. The Environmental Assessment for each alternative will include, at a minimum, an evaluation of: the short and long term beneficial and adverse effects of the response alternative; any adverse effects on environmentally sensitive areas; and an analysis of measures to mitigate adverse effects.

3. Human Health

The Respondent shall assess each alternative in terms of the extent to which it mitigates short and long term potential exposure to any residual contamination and protects human health both during and after implementation the corrective measure. The assessment will describe the levels and characterizations of contaminants on-site, potential exposure routes, and potentially affected populations. Each alternative will be evaluated to determine the level of exposure to contaminants and the reduction over time. For management of mitigation measures, the relative reduction of impact will be determined by comparing residual

levels of each alternative with existing criteria, standards, or guidelines acceptable to EPA.

4. Institutional

The Respondent shall assess relevant institutional needs for each alternative. Specifically, the effects of Federal, State, and local environmental and public health standards, regulations, guidance, advisories, ordinances, or community relations on the design, operation, and timing of each alternative.

B. Cost Estimate

The Respondent shall develop an estimate of the cost of each corrective measure alternative (and for each phase or segment of the alternative). The cost estimate shall include both capital, operation and maintenance costs.

1. Capital costs consist of direct (construction) and indirect (nonconstruction and overhead) costs.
 - (a) Direct capital costs include:
 - (i) Construction costs: Costs of materials, labor (including fringe benefits and worker's compensation), and equipment required to install the corrective measure.
 - (ii) Equipment costs: Costs of treatment, containment, disposal and/or service equipment necessary to implement the action; these materials remain until the corrective action is complete;
 - (b) Indirect capital costs include:
 - (i) Engineering expenses: Costs of administration, design, construction supervision, drafting, and testing of corrective measure alternatives;
 - (ii) Legal fees and license or permit costs: Administrative and technical costs necessary

to obtain licenses and permits for installation and operation;

- (iii) Startup and shakedown costs: Costs incurred during corrective measure startup; and
- (iv) Contingency allowances: Funds to cover costs resulting from unforeseen circumstances, such as adverse weather conditions, strikes, and inadequate facility characterization.

2. Operation and maintenance costs are post-construction costs necessary to ensure continued effectiveness of a corrective measure. The Respondent shall consider the following operation and maintenance cost components:
- (a) Operating labor costs: Wages, salaries, training, overhead, and fringe benefits associated with the labor needed for post-construction operations;
 - (b) Maintenance materials and labor costs: Costs for labor, parts, and other resources required for routine maintenance of facilities and equipment;
 - (c) Auxiliary materials and energy: Costs of such items as chemicals and electricity for treatment plant operations, water and sewer service, and fuel;
 - (d) Purchased services: Sampling costs, laboratory fees, and professional fees for which the need can be predicted;
 - (e) Disposal and treatment costs: Costs of transporting, treating, and disposing of waste materials, such as treatment plant residues, generated during operations;
 - (f) Administrative costs: Costs associated with administration of corrective measure operation and maintenance not included under other categories;

- (g) Insurance, taxes, and licensing costs: Costs of such items as liability and sudden accidental insurance; real estate taxes on purchased land or rights-of-way; licensing fees for certain technologies; and permit renewal and reporting costs;
- (h) Maintenance reserve and contingency funds: Annual payments into escrow funds to cover (1) costs of anticipated replacement or rebuilding of equipment and (2) any large unanticipated operation and maintenance costs; and
- (i) Other costs: Items that do not fit any of the above categories.

V. TASK III: JUSTIFICATION AND RECOMMENDATION OF THE CORRECTIVE MEASURE OR MEASURES

The Respondent shall justify and recommend a corrective measure alternative using technical, human health, and environmental criteria. This recommendation shall include summary tables which allow the alternative or alternatives to be understood easily. Tradeoffs among health risks, environmental effects, and other pertinent factors shall be highlighted. The EPA will select the corrective measure alternative or alternatives to be implemented based on the results of Tasks II and III of this appendix. At a minimum, the following criteria will be used to justify the final corrective measure or measures.

A. Technical

1. Performance - corrective measure or measures which are most effective at performing their intended functions and maintaining the performance over extended periods of time will be given preference;
2. Reliability - corrective measure or measures which do not require frequent or complex operation and maintenance activities and that have proven effective under waste and facility conditions similar to those anticipated will be given preference;

3. Implementability - corrective measure or measures which can be constructed and operated to reduce levels of contamination to attain or exceed applicable standards in the shortest period of time will be preferred; and
4. Safety - corrective measure or measures which pose the least threat to the safety of nearby residents and environments as well as workers during implementation will be preferred.

B. Human Health

The corrective measure or measures must comply with existing EPA criteria, standards, or guidelines for the protection of human health. Corrective measures which provide the minimum level of exposure to contaminants and the maximum reduction in exposure with time are preferred.

C. Environmental

The corrective measure or measures posing the least adverse impact (or greatest improvement) over the shortest period of time on the environment will be favored.

VI. TASK IV:REPORTS

A. Progress

The Respondent shall provide the EPA with signed, quarterly progress reports.

B. Corrective Measures Study ("CMS") Final Report

The Respondent shall prepare a CMS Final Report. The CMS Final Report shall include all information gathered under the approved CMS Workplan. The CMS Final Report shall at a minimum include:

1. A description of the facility;
 - (a) Site topographic map & preliminary layouts.
2. A summary of the corrective measure or measures;

- (a) Description of the corrective measure or measures and rationale for selection;
 - (b) Performance expectations;
 - (c) Preliminary design criteria and rationale;
 - (d) General operation and maintenance requirements; and
 - (e) Long-term monitoring requirements.
3. A summary of the RCRA Facility Investigation and impact on the selected corrective measure or measures;
- (a) Field studies (groundwater, surface-water, soil, air); and
 - (b) Laboratory studies (bench scale, pick scale).
4. Design and Implementation Precautions;
- (a) Special technical problems;
 - (b) Additional engineering data required;
 - (c) Permits and regulatory requirements;
 - (d) Access, easements, right-of-way;
 - (e) Health and safety requirements; and
 - (f) Community relations activities.

5. Cost Estimates and Schedules;
 - (a) Capital cost estimate;
 - (b) Operation and maintenance cost estimate; and
 - (c) Project schedule (design, construction, operation).

**EXHIBIT C
EARLY TRANSFER PROPERTY MAP**

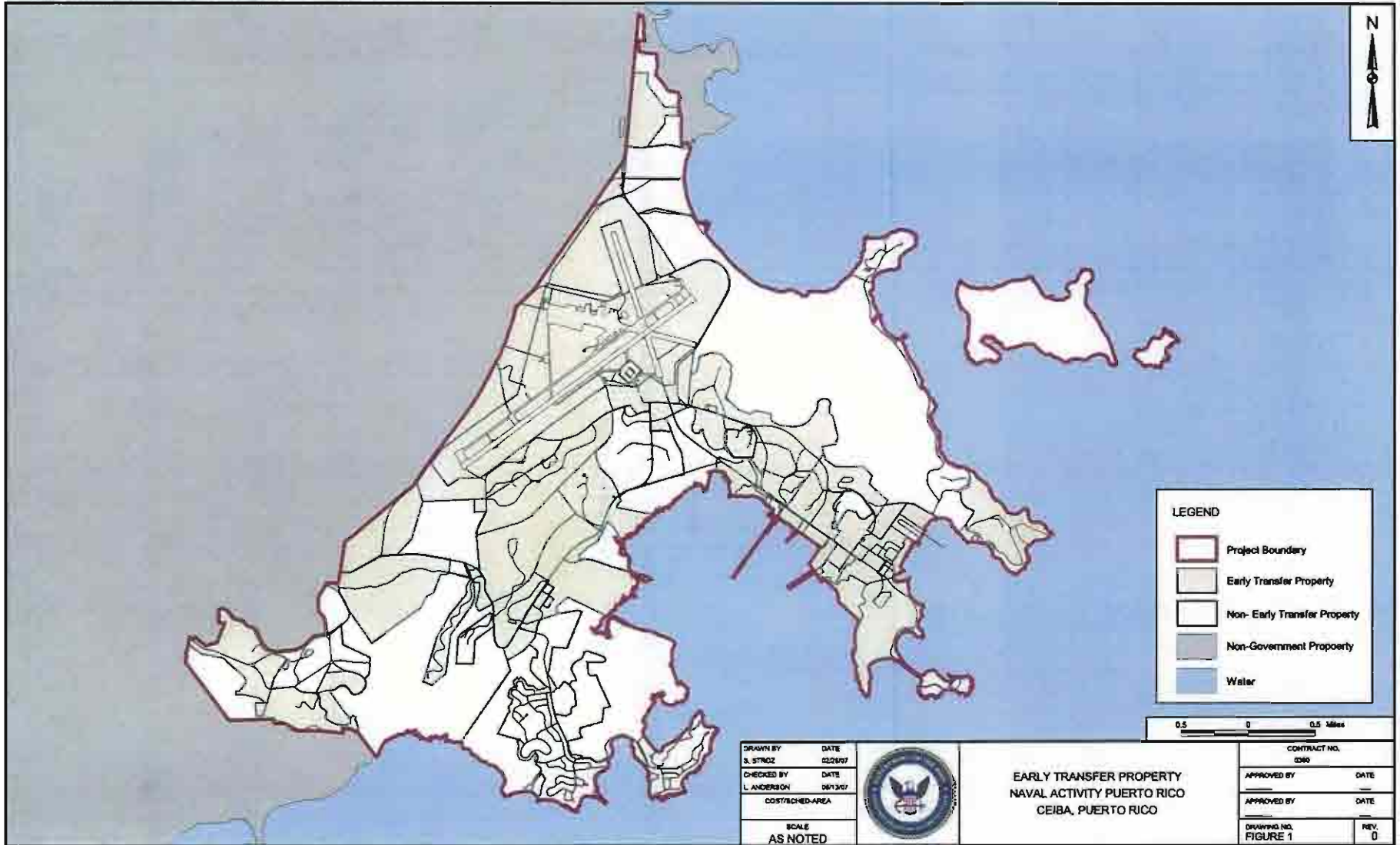


EXHIBIT D
**ENVIRONMENTAL INVESTIGATION AND REMEDIAL ACTION SUMMARY
AND
IRP SITES MAP**

**Naval Activity Puerto Rico
Early Transfer Property
Site Investigation and Remedial Action Summary**

SWMU #	AKA	Description	Status In 7003 Order	Investigation and Remedial Action Requirements and Status	Media Affected / Key Contaminants	Proposed Site Specific Land Use Controls
1	IR Site 5	Former Army Cremator Disposal Site	Corrective Measures Study	Draft CMS Final Report due w/in 60 days of all work under the CMS Work Plan. Submitted Final Steps 3b/4 of Baseline Ecological Risk Assessment (BERA) 1/10/07. Initiated Baseline ERA field investigation.	GW, Surface and Subsurface Soil, Sediment - dioxins, metals, pesticides, SVOCs, VOC (RFI-1999)	1, 2, 4
2	IR Site 6	Langley Drive Disposal Area	Corrective Measures Study	Draft CMS Final Report due w/in 60 days of all work under the CMS Work Plan. Submitted Final Steps 3b/4 of BERA 1/10/07. Initiated Baseline ERA field investigation.	GW, Surface and Subsurface Soil, Sediment - metals, pesticides, VOCs, SVOCs (RFI-1999)	1, 2, 4
3	IR Site 7	Base Landfill	Interim Measures/Closure	Landfill Closed and Implementation of Closure Plan Underway. Submit semi-annual rpts w/in 60-days of receiving validated lab data until closure completion notification approved.	GW, Sediment - metals, SVOCs, VOCs	1, 2, 4 and No Development Allowed
7/8	IR Site 12	Tow Way Fuel Farm (incl. free product plumes and sludge disposal pits)	Corrective Measures Study	CMS Approved 2/06; Statement of Basis submitted 4/06; Draft CMS Final Report due w/in 60 days of all work under the CMS Work Plan.	GW, Subsurface and Surface Soil, Sediment - metals, SVOCs, VOCs (Task 1 CMS -2003)	1, 2, 4
9	IR Site 13	Tank 212-217 Sludge Burial Pits	Corrective Measures Study	Submitted Final Phase I RFI WP for Area B Tank 214 Area 1/17/07. Draft CMS Final Report due w/in 60 days of all work under the CMS Work Plan.	GW, Subsurface and Surface Soil, Sediment - metals, SVOCs, VOCs	1, 2, 4
11	IR Site 16	Old Power Plant (Bldg. 38)	Interim Measures	Need to develop documentation that access controls are in place and conduct annual inspection/reports. Controls must prohibit building access and preclude future use of the site unless acceptable clean-up is implemented.	Building Interior - PCBs and ACM	1 and No Access to Building Interior
13	IR Site 18	Old Past Control Shop (Bldg. 258)	Corrective Measures Implementation	Implement CMI work plan at completion of public comment period. Remediation Initiated Spring 2006.	Soil - Pesticides	1,4
14	IR Site 17	Fire Training Pit Area	RCRA Facility Investigation	Implement RFI WP w/in 60 days of EPA's approval. Draft RFI Report submitted 12/18/06.	Soil, GW - metals, dioxins, vocs, PAHs	1, 2, 4
16		Waste Explosives Storage (Bldg. 1666)	Phase 1 RCRA Facility Investigation	Previously identified as No Further Action in 1994 Permit. Now determined to warrant additional investigation in form of Phase 1 RFI. Phase I RFI work plan approved by the EPA. Draft RFI Report being developed.	Unknown	Interim - No Access
27		Domestic Sewage Treatment Plant (Capehart Area)	Phase 1 RCRA Facility Investigation	Previously identified as No Further Action in 1994 Permit. Now determined to warrant additional investigation in form of a Phase 1 RFI for the sludge drying beds. RFI work plan approved by the EPA. Draft RFI Report being developed.	GW, Soil - metals	1, 2, 4
28		Domestic Sewage Treatment Plant (Bundy Area)	Phase 1 RCRA Facility Investigation	Previously identified as No Further Action in 1994 Permit. Now determined to warrant additional investigation in form of a Phase 1 RFI for the sludge drying beds. RFI work plan approved by the EPA. Draft RFI Report being developed.	GW, Soil - PCBs, metals	1, 2, 4
29		Waste Water Treatment Plant (Industrial Area)	Phase 1 RCRA Facility Investigation	Previously identified as No Further Action in 1994 Permit. Now determined to warrant additional investigation in form of a Phase 1 RFI for the sludge drying beds. RFI work plan approved by the EPA. Draft RFI Report being developed.	Unknown - to be determined during the Phase 1 RFI	1, 2, 4
31	IR Site 26	Waste Oil Collection Area (Bldgs. 31 and 2022)	Corrective Measures Implementation	LRA to implement CMI WP; documentation that acceptable institutional controls are in effect to prevent residential or non-industrial usage	Soil - dioxin, furans	1
32	IR Site 27	PWD Storage Yard/Battery Collection Area	Corrective Measures Implementation	LRA to implement CMI WP; documentation that acceptable institutional controls are in effect to prevent residential or non-industrial usage	Soil - dioxin, furans	1
42		Water Treatment Plant Filter Backwash Lagoons	Phase 1 RCRA Facility Investigation	Previously identified as No Further Action in 1994 Permit. Now determined to warrant additional investigation in form of Phase 1 RFI. Phase I RFI work plan approved by the EPA. Draft RFI Report being developed.	Unknown	Interim - No Access

**Naval Activity Puerto Rico
Early Transfer Property
Site Investigation and Remedial Action Summary**

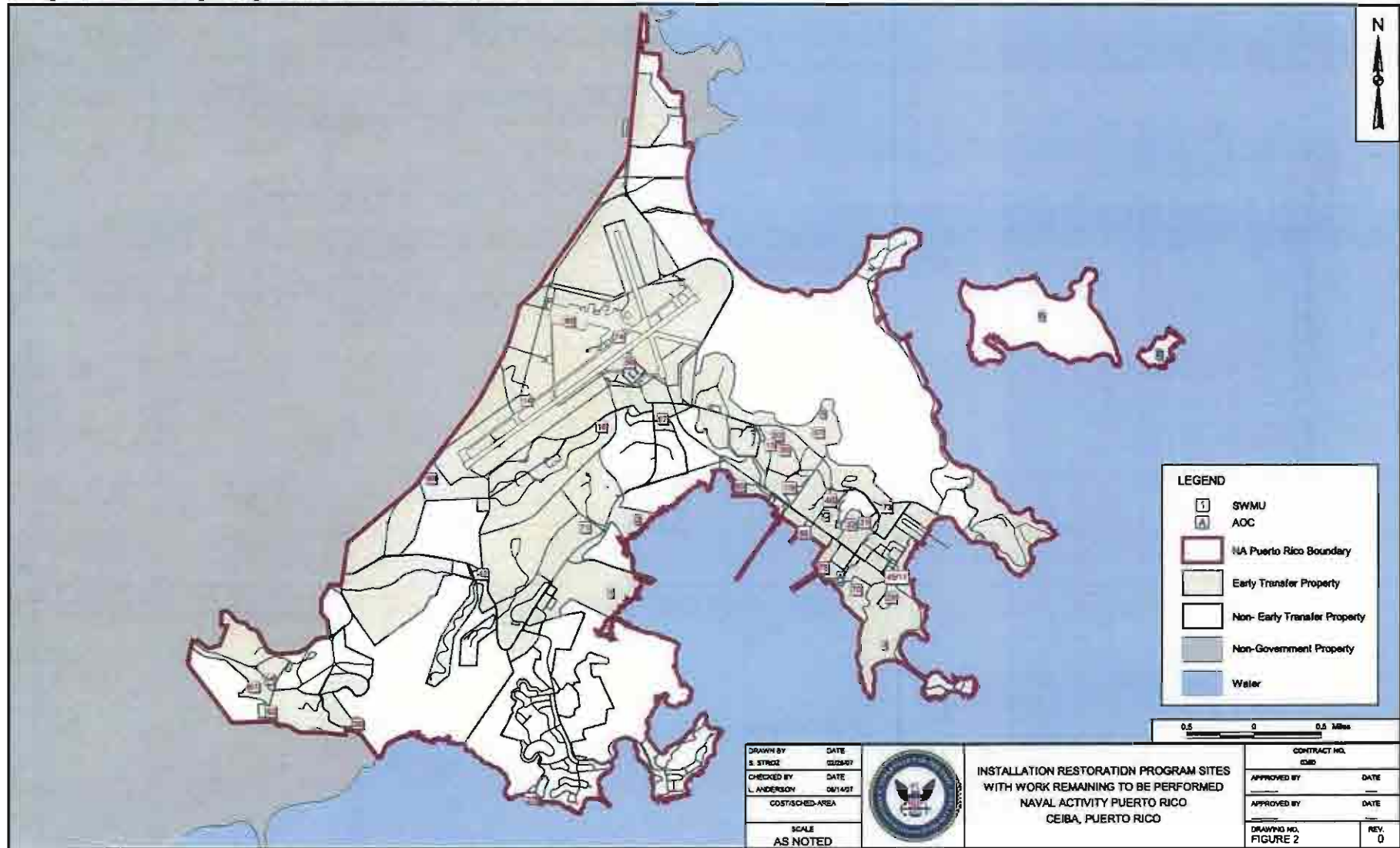
SWMU #	AKA	Description	Status in 7003 Order	Investigation and Remedial Action Requirements and Status	Media Affected / Key Contaminants	Proposed Site Specific Land Use Controls
45	IR Site 16	PCB Spill Area/Old Power Plant	Corrective Measures Study	Draft CMS Final Report due w/in 60 days of all work under the CMS Work Plan. Final Steps 3b/4 BERA approved 8/06. Initiated Baseline ERA field investigation.	GW, Sediments, Subsurface Soil - metals, PCBs, SVOCs	1, 2, 4
46	IR Site 30	Pole Storage Yard Covered Pad	Corrective Measures Implementation	Implement CMI WP at completion of public comment period. Remediation initiated Spring 2006.	Soil - PCBs	1
53		Malaria Control Building (Bldg. 64)	Corrective Measures Implementation (contingent)	Implement CMI WP at completion of public comment period. Remediation completed 2007.	Soil - pesticides	None
54		Former NEX Repair/Maintenance Shop (Bldg. 1914)	Corrective Measures Study	CMS work plans have been approved; complete CMS implementation to address TCE in groundwater.	GW - SVOCs, VOCs	1, 4
55		TCE Plume near Tow Way Fuel Farm (formerly part of SWMU 7)	Corrective Measures Study	Draft CMS Final Report due w/in 60 days of all work under the CMS Work Plan. Need to implement CMS Final Report dated 11/22/05.	GW - TCE	1, 4
56	ECP 2	Hangar 200 Apron	Corrective Measures Study	CMS Work Plan to complete Site Characterization and CMS. LRA to implement the work plan.	Sediments - lead, acetone, PAHs, other metals	1, 2
57	ECP 3	POL Drum Storage Area (Facility No. 278)	RCRA Facility Investigation	Phase 1 RFI work plan required. Needs to be developed.	Soil - arsenic > industrial RBC	1, 2, 4
59	ECP 5	Former Vehicle Maintenance and Refueling Area	Corrective Measures Study	CMS Work Plan to complete Site Characterization and CMS needs to be developed.	Soil - arsenic, chromium, and lead; GW - heptachlor epoxide, barium, and vanadium	1, 2, 4
60	ECP 6	Former Landfill at the Marina	RCRA Facility Investigation	Phase 1 RFI work plan required. Needs to be developed.	Soil, GW - metals; Sediments - metals, pesticides, and PAHs	1, 2, 4
61	ECP 7	Former Bundy Area Maintenance Facilities	Corrective Measures Study	CMS Work Plan to complete Site Characterization and CMS needs to be developed.	Soil - PAHs	1, 2
62	ECP 8	Former Bundy Disposal Area	RCRA Facility Investigation	Phase 1 RFI work plan required. Needs to be developed.	Soil -barium	1, 2
67	ECP 13	Former Gas Station	RCRA Facility Investigation	Phase 1 RFI work plan required. Needs to be developed.	GW - vanadium and mercury	1, 2, 4
68	ECP 14	Former Southern Fire Training Area	RCRA Facility Investigation	Phase 1 RFI work plan approved by the EPA. Draft RFI report being developed.	Soil - lead	1, 2
69	ECP 15	Aircraft Parking Apron	Corrective Measures Study	CMS Work Plan to complete Site Characterization and CMS. LRA to implement the work plan.	Soil - arsenic, barium, cadmium, and lead	1, 2
70	ECP 16	Disposal Area Northwest of Landfill	RCRA Facility Investigation	Phase 1 RFI work plan required. Needs to be developed.	Soil - arsenic, chromium, zinc; GW - Indeno(1,2,3-cd)pyrene, vanadium; Sediments -silver, copper, tin	1, 2, 4
71	ECP 17	Quarry Disposal Site	RCRA Facility Investigation	Phase 1 RFI work plan required. Needs to be developed.	Soil - vanadium, dibenzo(a,h)anthracene, benzo(a)pyrene, vanadium; GW - naphthalene, vanadium	1, 2, 4
73	ECP 19	DRMO Scrap Metal Recycling Yard	Corrective Measures Study	CMS Work Plan to complete Site Characterization and CMS needs to be developed.	Soil - benzo(a)pyrene, pesticides, arsenic, chromium, vanadium; GW - vanadium	1, 2, 4

**Naval Activity Puerto Rico
Early Transfer Property
Site Investigation and Remedial Action Summary**

SWMU #	AKA	Description	Status In 7003 Order	Investigation and Remedial Action Requirements and Status	Media Affected / Key Contaminants	Proposed Site Specific Land Use Controls
74	ECP 20	Fuel Pipelines and Hydrant Pits	Corrective Measures Study	CMS Work Plan to complete Site Characterization and CMS. LRA to implement the work plan.	Soil - dibenzo(a,h)anthracene, arsenic, cobalt, chromium, copper, nickel, lead, tin, vanadium, zinc; GW - ethylbenzene, benzene, xylene, copper, vanadium	1, 2, 4
75	ECP 21	Building 803	RCRA Facility Investigation	Phase 1 RFI work plan required. To be implemented by LRA.	Wipe samples from interior surfaces- bis(2-ethylhexyl)phthalate, di-n-butylphthalate, metals	Access to building interior restricted.
AOC A		Torpedo Shop	Phase 1 RCRA Facility Investigation	Previously identified as No Further Action in 1994 Permit. Now determined to warrant additional investigation in form of Phase 1 RFI. Phase 1 RFI work plan approved by the EPA. Draft RFI Report being developed.	Unknown - to be determined during the Phase 1 RFI	1, 2, 4
AOC C	IR Site 32	Transformer Storage Pads (Bldg. 2042)	Corrective Measures Implementation	Implement CMI WP at completion of public comment period. Remediation initiated Spring 2006.	Soil - PCBs	1
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						
ACM	Asbestos Containing Material					
AKA	Also Known As					
AOC	Area of Concern					
AST	Aboveground Storage Tank					
BTEX	Benzene, Toluene, Ethylbenzene, Xylenes					
CMI	Corrective Measures Implementation					
CMS	Corrective Measures Study					
DRMO	Defense Reutilization Marketing Office					
ECP	Environmental Condition of Property					
EPA	Environmental Protection Agency					
ERA	Ecological Risk Assessment					
IR	Installation Restoration					
GW	Groundwater					
MNA	Monitored Natural Attenuation					
NEX	Navy Exchange					
PAH	Polynuclear Aromatic Hydrocarbon					
PCB	Polychlorinated Biphenyl					
POL	Petroleum, Oils and Lubricants					
RBC	Risk-Based Concentration					
RCRA	Resource Conservation and Recovery Act					
RFI	RCRA Facility Investigation					
SWMU	Solid Waste Management Unit					

**Naval Activity Puerto Rico
Early Transfer Property
Site Investigation and Remedial Action Summary**

SWMU #	AKA	Description	Status in 7003 Order	Investigation and Remedial Action Requirements and Status	Media Affected / Key Contaminants	Proposed Site Specific Land Use Controls
SVOC	Semi-Volatile Organic Compound					
TCE	Trichloroethene					
TPH	Total Petroleum Hydrocarbons					
UST	Underground Storage Tank					
VOC	Volatile Organic Compound					



LEGEND

- S SWMU
- A AOC
- NA Puerto Rico Boundary
- Early Transfer Property
- Non- Early Transfer Property
- Non-Government Property
- Water

0.5 0 0.5 Miles

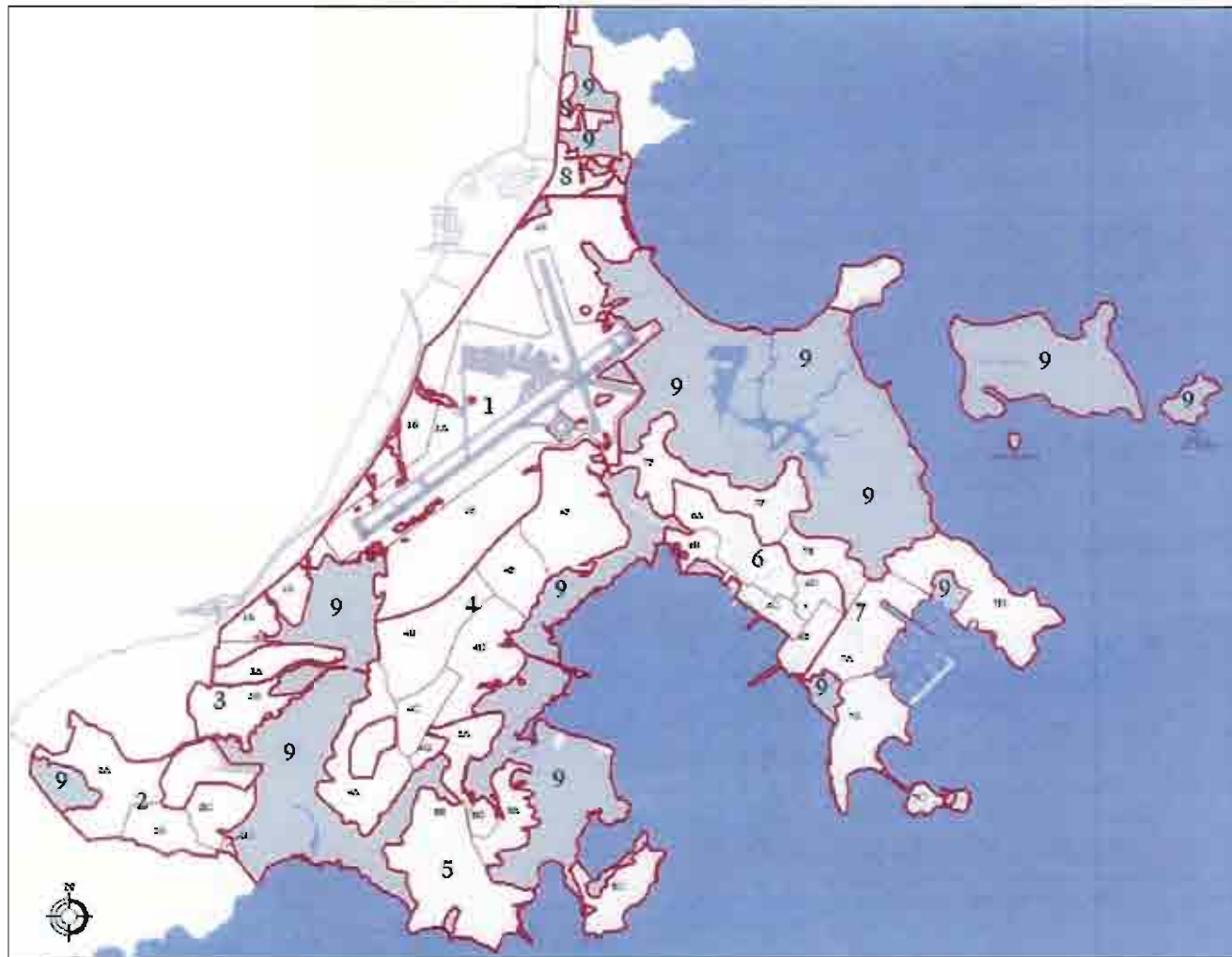
DRAWN BY S. STROZ	DATE 03/28/07
CHECKED BY L. ANDERSON	DATE 06/14/07
COST/ESTIMATED AREA	
SCALE AS NOTED	



**INSTALLATION RESTORATION PROGRAM SITES
WITH WORK REMAINING TO BE PERFORMED
NAVAL ACTIVITY PUERTO RICO
CEIBA, PUERTO RICO**

CONTRACT NO. CMB	
APPROVED BY	DATE
APPROVED BY	DATE
DRAWING NO. FIGURE 2	REV. 0

**EXHIBIT E
LAND USE ZONES MAP**



Land Use Zones Map

(Source: Figure V.1, Naval Station Roosevelt Roads Reuse Plan, December 2004)

Zone	Description
1	Airport - Airport, Industrial, Mfg., Distribution
2	Bundy - Moderate Lodging, Residential, Learning and Training Center
3	Golf Course - Public Golf Course, with an expansion to 18 holes
4	Downtown - Mixed Use, University Campus, Public School
5	Residential - Residential, Private School, Recreation Areas
6	Port - Marina, Ferry Terminal, Hospital, Waterfront Commercial
7	Science Park - R & D, Industrial, Mfg., Conference Center, Lodging Facilities, University
8	North Gate - Open Space, Beach and Recreation
9	Conservation - Conservation Areas

EXHIBIT F

**CERCLA HAZARDOUS SUBSTANCE
STORAGE, RELEASE OR DISPOSAL NOTICE
AND RESPONSE ACTION SUMMARY**

Former Naval Station Roosevelt Roads, Puerto Rico
Early Transfer Property
CERCLA Hazardous Substance Notice/Response Action Summary

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
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 C	Transformer Storage Area	Polychlorinated Biphenyls	1336363	Aroclors; PCBs	---	Unknown	7-1990s	Unknown	Unknown	---
		Lead	7439921	---	D008	Unknown	7-1990s	Unknown	Unknown	---
		Sulfuric Acid	7664939	---	D002	Unknown	7-1990s	Unknown	Unknown	---
SWMU 1	Former Army Cremator Disposal Site	VOCs, SVOCs, dioxins, metals, herbicides	---	---	---	Unknown	1940s-1960s	Unknown	1940s-Present	---
SWMU 2	Langley Drive Disposal Area	VOCs, SVOCs, dioxins, metals,	---	---	---	Unknown	1939-1959	Unknown	1939-Present	---
SWMU 3	Station Landfill	Arsenic	7440382	---	---	Unknown	1960-1978	Unknown	1960-Present	---
		Beryllium	7440417	Beryllium powder	---	Unknown	1960-1978	Unknown	1960-Present	---
		Chromium	7440473	---	---	Unknown	1960-1978	Unknown	1960-Present	---
		Lead	7439921	---	D008	Unknown	1960-1978	Unknown	1960-Present	---
		Selenium	7782492	---	---	Unknown	1960-1978	Unknown	1960-Present	---
		Mercury	7439976	---	U151, D009	Unknown	1960-1978	Unknown	1960-Present	---
		Radium	---	---	---	Unknown	1960-1978	Unknown	1960-Present	---
		Asbestos (friable)	1332214	---	---	Unknown	1962-1972	Unknown	1960-Present	---
		Sulfuric Acid	7664939	---	D002	Unknown	1960-1978	Unknown	1960-Present	---
		Potassium Hydroxide	1310583	---	D002	Unknown	1960-1978	Unknown	1960-Present	---
		Polychlorinated Biphenyls	1336363	Aroclors; PCBs	---	Unknown	1960-1978	Unknown	1960-Present	---
		Waste solvents, cleaning solutions, POLs	---	---	---	2,500 gallons/year	1960-1973	2,500 gallons/year thru 1973	1960-Present	---
		Automotive Batteries	---	---	D002/D008	2,300 batteries	1960-1973	2,300 batteries	1960-Present	---
		Pesticides	---	---	---	Unknown	1960-1978	Unknown	1960-Present	---
		Paint wastes	---	---	---	Unknown	1960-1978	Unknown	1960-Present	---
Photographic film and processing wastes	---	---	---	Unknown	Pre-1978	Unknown	1960-Present	---		
SWMU 8	Tow Way Road Sludge Burial Pits	Lead	7439921	---	D008	Unknown	1972 or 1973 to Present	Unknown	1972 or 1973 to Present	---
		Bunker C Fuel Sludge	---	---	---	3,900-7,500 cubic yards	1972 or 1973 to Present	3,900-7,500 cubic yards	1972 or 1973 to Present	---
SWMU 9	Tank 212-217 Sludge Burial Pits	Lead	7439921	---	D008	Unknown	1940-1978	Unknown	1940-Present	---
		Zinc	7440666	---	---	Unknown	1940-1978	Unknown	1940-Present	---
		Toluene	108883	Benzene, methyl	F005, U220	Unknown	1940-1978	Unknown	1940-Present	---
		Semi-volatile Organic Compounds	---	---	---	Unknown	1940-1978	Unknown	1940-Present	---
		Leaded Fuel Sludge	---	---	---	34-53,000 gallons	1940-1978	34-53,000 gallons	1940-Present	---
SWMU 11	PCB Storage Compound	Polychlorinated Biphenyls	1336363	Aroclors; PCBs	---	< 1,600 gallons	1958-1964	< 1,600 gallons	1956-1964	---
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-dichloroethylidene]bis[4-chloro-	---	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	U072	Unknown	Unknown	Unknown	Unknown	---

Former Naval Station Roosevelt Roads, Puerto Rico
Early Transfer Property
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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
		Chlordane	57749	Chlordane, alpha & gamma isomers Chlordane (Technical Mixture and Metabolites) 4,7-Methano-1H-indene, 1,2,4,5,6,7,8,9-octachloro- 2,3,4,7,7a-hexahydro-	U036	Unknown	Unknown	Unknown	Unknown	---
		Pentachlorophenol	87855	Phenol, pentachloro-	U242	Unknown	Unknown	Unknown	Unknown	---
		Malathion	121755	---	---	Unknown	Unknown	55 gallons	1976	---
SWMU 14	Fire Training Pit Area	Waste Fuel and Solvents	---	---	D001	1963-1983	120,000 gallons	1963-1983	1963-1983	Removal of contaminated soil during construction of new pit in 1983.
SWMU 31	Waste Oil Collection Area - Buildings 31 and 2022	Waste oil, solvents, degreasers	---	---	---	Unknown	Unknown	Unknown	Unknown	---
SWMU 32	Battery Collection Area (PWD Storage Yard)	Lead	7439921	---	D008	Unknown	Unknown	Unknown	Unknown	---
		Sulfuric Acid	7664939	---	D002	Unknown	Unknown	Unknown	Unknown	---
SWMU 45	PCB Spill Area	Polychlorinated Biphenyls	1336363	Aroclors; PCBs	---	Unknown	1956-1964	1,600 gallons	1956-1964	Interim Measure - soil excavation in 1994 and backfilling of cooling water tunnel with concrete in 1996.
SWMU 46	Pole Storage Yard	Polychlorinated Biphenyls	1336363	Aroclors; PCBs	---	Unknown	Unknown	Unknown	Unknown	---
		HWAA - see SWMUs 17 & 18	---	---	---	Unknown	1990s	Unknown	Unknown	---
SWMU 53	Malaria Control Building	Malathion	121755	---	---	Unknown	1942-1980	Unknown	Unknown	---
		Aldrin	309002	1,4,5,8-Dimethylbaronaphthalene 1,2,3,4,10,10,10-hexachloro- 1,4,4a,5,8,8a-hexahydro- (1alpha,4alpha,4beta,5alpha, 8alpha,8beta)-	P004	Unknown	1942-1980	Unknown	Unknown	---
		DDT	50293	Benzene, 1,1'-(2,2,2-trichloroethylidene)bis[4-chloro-	U061	Unknown	Unknown	Unknown	Unknown	---
SWMU 54	Former NEX Repair/Maintenance Shop	Trichloroethylene	79016	Trichloroethene Ethene, trichloro	F001, F002, U228	Unknown	1979 - ?	Unknown	Unknown	---
		Benzene	71432	---	U109	Unknown	1979 - ?	Unknown	Unknown	---
		Toluene	105883	Benzene, methyl	F005, U220	Unknown	1979 - ?	Unknown	Unknown	---
SWMU 55	TCE Plume near Tow Way Fuel Farm	Tetrachloroethylene	127184	Ethene, tetrachloro Perchloroethylene	F001, F002, U210	Unknown	Unknown	Unknown	Unknown	---
		Trichloroethylene	79016	Trichloroethene Ethene, trichloro	F001, F002, U228	Unknown	Unknown	Unknown	Unknown	---
SWMU 56	Hangar 200 Apron	POLs and hazardous materials	---	---	---	Unknown	1950s-1990s	Unknown	1950s - 1990s	---
SWMU 57	Facility No. 278 POL Drum Storage Area	POLs and hazardous materials	---	---	---	Unknown	1950s-1990s	Unknown	Unknown	---
SWMU 59	Former Vehicle Maintenance and Refueling Area	POLs and hazardous materials	---	---	---	Unknown	1940s - 1980s	Unknown	1940s - 1980s	---
SWMU 60	Former Landfill at the Marina	Possible hazardous wastes	---	---	---	Unknown	1940s - 1960s	Unknown	1940s - 1960s	---
SWMU 61	Former Bundy Area Maintenance Facility	POL and hazardous materials	---	---	---	Unknown	1940s - 1960s	Unknown	1940s - 1960s	---
SWMU 62	Former Bundy Disposal Area	Possible hazardous wastes	---	---	---	Unknown	1958-1961	Unknown	1958-Present	---
SWMU 67	Former Gas Station	POLs and hazardous materials	---	---	---	Unknown	1950s - ?	Unknown	Unknown	---
SWMU 68	Former Southern Fire Training Area	POLs and possibly hazardous wastes	---	---	---	Unknown	1950s - 1960s	Unknown	1950s - 1960s	---
SWMU 69	Aircraft Parking Area	POL and hazardous materials	---	---	---	Unknown	1977-1985	Unknown	1977-1985	---
SWMU 70	Disposal Area Northwest of Landfill	Possible hazardous wastes	---	---	---	Unknown	1976-1983	Unknown	1976-1983	---
SWMU 71	Quarry Disposal Site	Possible POLs and hazardous wastes	---	---	---	Unknown	1976-1983	Unknown	1976-1983	---
SWMU 73	DRMO Scrap Metal Recycling Yard	POLs, pesticides and possibly hazardous materials	---	---	---	Unknown	1970s - 2004	Unknown	1970s - 2004	---

**EXHIBIT G
PUBLIC NOTICE ADVERTISEMENT**

Sunday, March 25, 2007

LEGAL NOTICE

Notice of Availability for Public Review The Covenant Deferral Request for Naval Activity Puerto Rico (formerly Naval Station Roosevelt Roads)

Pending the findings of an Environmental Assessment, the Navy proposes to transfer portions of Naval Activity Puerto Rico (NAAPR), formerly Naval Station Roosevelt Roads property, to private owners for residential and commercial development and cleanup activities have been completed. Such a transfer is known as an "early transfer." Early transfers allow new property owners, such as the Commonwealth, to begin redevelopment of the property immediately and realize economic gains, rather than requiring that property to remain unused until assessment cleanup is completed. Early transfers only require that future parties of property that require additional environmental investigations or cleanup and not to parcels determined to be clean. Because of the various types of proposed property transfers planned, the Navy has subdivided the total NAAPR into several smaller parcels. Of these subdivided parcels, several contain cleanup sites. If a cleanup site is located within a parcel, then the entire acreage of that parcel is included in the early transfer request. As such, approximately 4,500 acres will be affected by early transfer.

A document called a Covenant Deferral Request (CDR) must first be approved by the Governor of Puerto Rico to allow the early transfer to take place in accordance with Section 120(h)(3)(C) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA). The Governor's approval must be based on a determination that the property is suitable for transfer for its intended use and that the transfer will not pose a risk to human health and the environment. In addition, the Navy must provide assurances that necessary investigation and cleanup actions will be taken. The purpose of this notice is to inform the public that a draft version of the CDR has been prepared. The next step in the approval process of the CDR is to first present the Draft CDR to the public and invite comment. The Navy will receive the public comments for 30 days. Your comments will then be addressed as appropriate and incorporated into the final version of the CDR. The proposed final CDR will be submitted by the Deputy Assistant Secretary of the Navy (Regulations & Facilities) to the Governor of Puerto Rico requesting approval and authority to proceed with the early transfer of property.

After approval of the CDR, portions of the Early Transfer Property will be eligible for transfer to the Commonwealth of Puerto Rico for public and economic development and for economic development purposes, consistent with the December 2004 Naval Station Roosevelt Roads Reuse Plan developed by the Puerto Rico Department of Economic Development and Commerce (the Local Redevelopment Authority). The Navy proposes to sell the remaining of Early Transfer Property through an open market process.

The CDR provides a summary of the status, nature of contamination and proposed and used controls for each of the sites on the ET Property that have environmental work remaining to be completed. The proposed land use controls are necessary to prevent unacceptable risks to human health and the environment during site redevelopment while the site cleanups are continued by either the Navy or the new property owner(s). In the cases where a new owner assumes responsibility for completing cleanup obligations, the Navy will remain legally obligated to perform the necessary cleanup actions if they are not completed in a timely and competent fashion by the new owner as necessary to protect human health and the environment.

The CDR describes the Early Transfer Property, proposed property transfer mechanisms; the nature and extent of hazardous substance contamination; intended future land use and the land use controls needed to prevent unacceptable exposure to contaminants under the future use scenarios; work remaining to be completed at the sites and the process for assessing it is completed; and the proposed deed language that will ensure the requirements and assurances of CERCLA 120(h)(3)(C) are met.

Through this notice, the Navy is soliciting public review and comment on the Draft CDR. The public review and comment period will run for thirty (30) days, commencing today and closing thirty (30) calendar days from today's date (March 26, 2007). Only written comments will be considered by the Navy. Written comments may be submitted by mail, telephone, facsimile, fax, or express delivery and must be postmarked no later than April 24, 2007. Please provide your name, address, the page and line number of the CDR the comment refers to, and the comment. The Navy will not include comments via telephone, e-mail, or personal communication. Comments must be submitted using the following address or fax number:

Mr. Jeff Meyers
Navy BRAC Program Management Office Southeast
4130 Faber Place Drive, Suite 202
North Charleston, SC 29405
Fax: (843) 743-2142

The Draft CDR and related investigation and cleanup documents that provide detailed information for sites with work remaining and sites for which investigation and/or cleanup activities have been completed are available for review at:
Public Library Alejandrina Quiñones Rivera
Francisco Gaudier Street,
#816 Rosay Valley
Box 235 (Superintendent Office)
Cajon, PR 00733

U. S. Environmental Protection Agency
Caribbean Environmental Protection Division
Centro Europa Building, Suite 417
1482 Ponce de Leon Ave
Santurce, PR 00907-4177
Attn: Mr. Luis Negron, phone (787) 977-9455
Puerto Rico Environmental Quality Board
Land Pollution Regulation Program
National Plaza Building
431 Ponce de Leon Ave

Nato Rey, PR 00917
Attn: Ms. Yariasa Martínez, phone (787) 365-5573
U.S. Environmental Protection Agency, Region 2
RCRA File Room
290 Broadway, 15th floor
New York, NY 10007-1686
Attn: Mr. David Abrines, phone (212) 837-3043
or Online at: <http://nar-1.crpf.gov/>

Requests for single copies of the Draft CDR should be directed to Mr. Jeff Meyers at (843) 743-2134

LEGAL NOTICE

Aviso de la Disponibilidad para Revisión Pública De la Solicitud de Aplazamiento del Convenio De la Licitud de Aprovechamiento del Convenio (Antigua Estación Naval de Roosevelt Roads)

Dependiendo de los resultados del informe de Evaluación Ambiental, la Marina de los Estados Unidos propone transferir parte de la Estación Naval Puerto Rico (NAAPR, por sus siglas en inglés), antigua Base Naval Roosevelt Roads, a través de una escritura antes de que todos los trabajos necesarios de limpieza e investigación ambiental estén terminados. Esta transferencia es conocida como "transferencia temprana". Este tipo de transferencia permite a los propietarios nuevos, como el Gobierno de Puerto Rico, comenzar el re-desarrollo de la propiedad inmediatamente y generar ingresos económicos en vez de requerir que la propiedad permanezca sin usarse hasta que la limpieza ambiental sea completada. La transferencia temprana aplica solamente a aquellas partes de la propiedad que necesitan evaluaciones o limpieza ambiental adicional y no a las partes que están determinadas como limpias. Debido a la planificación de varias clases de transferencias de propiedad propuestas, la Marina de los Estados Unidos ha subdividido el total de las 8,831 acres de NAAPR en parcelas más pequeñas. De estas, hay varias que contienen áreas que requieren limpieza. Si una área de las que requieren limpieza ambiental está dentro de una parcela, entonces toda el área que la comprende está incluida en la petición de transferencia temprana. Aproximadamente 4,500 acres serán afectados por la transferencia temprana.

Un documento conocido como una Petición de Aprovechamiento del Convenio (CDR) por sus siglas en inglés, debe ser primero aprobado por el Gobernador de Puerto Rico para permitir la transferencia temprana de acuerdo con la sección 120(h)(3)(C) de la Ley de Responsabilidad Ambiental, Restaurabilidad y Compensación Compensativa (CERCLA por sus siglas en inglés) de 1980. La aprobación del Gobernador de Puerto Rico debe ser basada en la determinación de que la propiedad es adecuada para su transferencia para el uso que se le ha determinado y que los riesgos potenciales de contaminación para proteger la salud del público y del ambiente. La Marina debe proveer garantías de que todas las tareas necesarias de investigación y de limpieza hayan sido realizadas. El propósito de este aviso es para informar al público que un borrador del CDR ha sido preparado. El próximo etapa del proceso de aprobación del CDR es presentar el borrador de este documento a evaluar a que el público comente sobre él. La Marina recibirá los comentarios del público por los próximos treinta (30) días. Sus comentarios serán escuchados y serán incorporados en la versión final del CDR. La propuesta versión final del CDR será sometida por el Asistente al Asistente del Secretario de la Marina (Regulaciones y Facilidades) al Gobernador de Puerto Rico para pedir su aprobación y autoridad para proceder con la transferencia temprana de la propiedad.

Una vez aprobado el CDR, partes de la propiedad de limpieza ambiental temprana son elegibles a ser transferidas al Estado Libre Asociado de Puerto Rico para servir de operaciones de puerto y aeropuerto, y para propósitos de desarrollo económico, consistentes con el Plan de Usos de la antigua Base Naval de Roosevelt Roads, desarrollado por el Departamento de Desarrollo Económico y Comercio de Puerto Rico (el subcomité de re-desarrollo local). La Marina se propone vender el resto de la Propiedad de Transferencia Temprana a través del proceso de subasta.

El CDR provee un resumen de las condiciones, clase de contaminación y los controles propuestos para el uso de terrenos para cada una de las áreas en la propiedad de transferencia temprana que tienen trabajos ambientales por completar. Los controles propuestos para uso de terrenos son necesarios para evitar riesgos inaceptables a la salud humana y al ambiente durante el re-desarrollo del lugar mientras la limpieza de las áreas sean continuadas, sea por la Marina o por los nuevos dueños de la propiedad. En aquellos casos donde un nuevo propietario asume la responsabilidad de completar los trabajos de limpieza, la Marina quedará legalmente obligada a realizar los trabajos de limpieza necesarios si éstos no son completados a tiempo y de manera competente por el nuevo dueño para proteger la salud humana y el ambiente.

La CDR describe la propiedad de transferencia temprana, los mecanismos propuestos de la transferencia de la propiedad, la naturaleza y extensión de la contaminación con sustancias peligrosas; el propuesto uso futuro del terreno y los controles de uso de tierra necesarios para prevenir la exposición inaceptable a contaminantes bajo los escenarios de uso futuro; los trabajos que están por completarse en las diferentes áreas y el procedimiento para asegurarse que estos sean completados; y el lenguaje propuesto en la escritura que asegure que los requisitos de CERCLA 120(h)(3)(C) sean cumplidos.

Por este medio, la Marina solicita la revisión y comentarios del público sobre el borrador del CDR. El periodo de revisión y comentarios será de treinta (30) días, comenzando hoy y terminando en un término de treinta días calendario desde la fecha de hoy (26 de marzo de 2007). La Marina considerará solamente comentarios por escrito. Estos deben ser sometidos por correo, facsimile (fax), y deben ser entregados no más tarde del 24 de abril de 2007. Favor de incluir su nombre, dirección, la página y el número de línea del CDR al que se refiere. La Marina no recibirá comentarios por teléfono, e-mail, ni comunicación personal.

Los comentarios deben ser sometidos a la siguiente dirección o número de fax:
Mr. Jeff Meyers

Navy BRAC Program Management Office Southeast
4130 Faber Place Drive, Suite 202
North Charleston, SC 29405
Fax: (843) 743-2142

Los borradores del CDR, la investigación relacionada y los documentos de limpieza que proveen información detallada de las áreas en donde quedan labores de limpieza por realizarse o donde los labores de limpieza han sido completados, están disponibles para su inspección en los siguientes lugares:
Biblioteca Pública de Cajon
Ave. Lucre Páez, Plaza Recreo
(al lado Casa Alcaldía) Cajon, PR 00735

U. S. Environmental Protection Agency
Caribbean Environmental Protection Division
Centro Europa Building, Suite 417
1482 Ponce de Leon Ave
Santurce, PR 00907-4177
Attn: Mr. Luis Negron, phone (787) 977-9455

Junta de Calidad Ambiental de Puerto Rico
Oficina del Presidente- Sto Pío
Avenida Ponce de Leon #1308
Carr Estación 8538, Sector El Cincio
Rio Piedras, PR 00926
Attn: Ms. Yariasa Martínez, phone (787) 365-5573
U.S. Environmental Protection Agency, Region 2
RCRA File Room
290 Broadway, 15th floor
New York, NY 10007-1686
Attn: Mr. David Abrines, phone (212) 837-3043
o en Internet en: <http://nar-1.crpf.gov/>

Solicitudes de copias individuales del borrador del CDR deben ser dirigidas al Sr. Jeff Meyers al (843) 743-2134.



No somos capaces de respetar la vida.
¿QUÉ NOS PASA, PUERTO RICO?

Esta es gente de verdad y merece la verdad.
LAVARSE LAS MANOS CON agua jabonosa y evitar el contacto con personas enfermas.
San Juan State
sin agenda escolar

Cruda violencia en Irak

BAGDAD (AP)- Dos camiones cargados con explosivos estallaron simultáneamente en dos mercados de Bagdad el martes, matando por lo menos a 48 personas y dejando heridas a decenas, informó la policía.

Los ataques ocurrieron a eso de las 4 de la tarde en dos mercados de la ciudad de Bagdad.

El ataque a un mercado de la ciudad de Bagdad, Irak, el martes. Los atacantes mataron a 48 personas y dejaron heridas a decenas, dijo el senador polaco Abdul Karim al-Jubouri.

Adicionalmente, se informó que un atacante suicida mató a varios por lo menos a 10 personas con un camión, un ataque con mortero mató en el sur de Bagdad por lo menos a otras cuatro y, según la policía, en la ciudad noreste de Kirkuk fueron muertas y heridas dos monjas en la Catedral de la Virgen.

En Ramadi el atacante suicida detonó su cargamento de Ramadi hacia la 1 de la tarde en el distrito de al-Jazera, una zona que no es patrullada por los militares, según el coronel de la policía Tarik Yousif.

Matan dos monjas

El teniente de la policía de Kirkuk Marewan Salih dijo que las monjas católicas Fawzeyyah Naoum, de 85 años, y su hermana Margaret, de 79, fueron apuñaladas repetidamente por dos intrusos que adentraron su casa ciñeres por la noche cerca de la catedral de Kirkuk. Vivían solas y no hay indicios de robo, agregó Salih.



Una mujer llora durante el funeral de las dos monjas católicas muertas a puñaladas en Kirkuk, Irak.

Margaret Naoum fue apuñalada siete veces en el jardín de la vivienda, a la que entraron luego los atacantes donde se encontraba reclinada en un sofá Fawzeyyah Naoum, tras haber sido operada de la vista la semana pasada. Fue apuñalada tres veces.

Los católicos caldeos siguen el rito oriental pero obedecen al Vaticano. Viven principalmente en Siria, Turquía, Irán e Irak y en general hablan un dialecto turco.

palmente en Siria, Turquía, Irán e Irak y en general hablan un dialecto turco.

Interrumpe ceremonia

Toyin Agbetu interrumpió ayer un servicio en la abadía de Westminster para la abolición de la esclavitud. Fue la primera vez que una mujer realiza tal acto en la historia de la iglesia. Agbetu fue la primera mujer en la historia de la iglesia que interrumpió un servicio en la abadía de Westminster para la abolición de la esclavitud. Fue la primera vez que una mujer realiza tal acto en la historia de la iglesia.



escuchado por gente fuera de la abadía. En 1807 se hizo cargo la trata de esclavos pero sólo fue aplicada en las colonias en 1833.

Chile nombra 6 ministros

SANTIAGO DE CHILE (AP) — La presidenta Michelle Bachelet tomó juramento el martes a seis nuevos ministros en un intento de dinamizar para superar la profunda crisis política que enfrenta su gobierno. Como consecuencia de un polémico plan de tener seis que ha incluido la integración de ministros independientes y un ministro socialista. Los ministros hoy día reclaman a la presidenta que pida disculpas tras formar el gabinete y a los ministros que se unieron.

La Ministra socialista se unió al gabinete de la presidenta durante su breve ausencia y al término de la ceremonia de juramento, un reflejo de las dificultades que ha tenido desde que se puso en marcha el nuevo plan de transporte el 10 de febrero.

Inf. relacionada P35

Aviso de la Disponibilidad para Revisión Pública de la Sección de Aplazamiento del Convenio de la Estación Naval Puerto Rico

(Antigua Estación Naval Roosevelt Roads)

Dependiendo de los resultados del informe de Evaluación Ambiental, la Marina de los Estados Unidos propone transferir parte de la Estación Naval Puerto Rico (NAPR) por un sitio en la antigua Base Naval Roosevelt Roads, a través de una licencia ambiental que incluye los trabajos necesarios de limpieza e investigación ambiental antes de transferir. Este tipo de transferencia se conoce como "transferencia temporal". Este tipo de transferencia permite a los propietarios locales, como el Gobierno de Puerto Rico, a comenzar el re-desarrollo de la propiedad inmediatamente y ganarse ingresos adicionales en vez de esperar que la propiedad permanezca sin usar hasta que la limpieza ambiental sea completada. La transferencia temporal aplica solamente a aquellos sitios de la propiedad que sean desarrollados como terrenos. Debido a la naturaleza de varias clases de transferencia de propiedad, el Estado de los Estados Unidos ha reservado el total de los ASES de NAPR por un periodo de 10 años. De esta, las zonas que contienen sitios que son de interés. Si una zona de su interés temporal ambiental está dentro de un período de transferencia temporal, el área que la comprende está sujeta a la prioridad de transferencia temporal. Aproximadamente 4,500 acres serán dedicados por la transferencia temporal.

Un documento con respecto a una Petición de Aplazamiento del Convenio (CDR) por los años al 2011. Este es el primer informe aprobado por el Gobernador de Puerto Rico para permitir la transferencia temporal de un sitio que el 13 de octubre 1990 (CDR) de la Ley de Propiedad Ambiental, Incentivos y Cooperación Comunitaria (SERCLA) por sus años al 2011. La aprobación del Gobernador de Puerto Rico debe ser basada en la información de que la propiedad está disponible para ser transferida para el uso que se le ha determinado y que los medios pertinentes sean tomados para proteger la salud del público y del ambiente. La Marina debe proveer garantías de que todos los datos necesarios de investigación y de limpieza hayan sido realizados. El propósito de este aviso es para informar al público que un desarrollo del CDR ha sido preparado. La próxima etapa del proceso de aprobación del CDR es proveer el borrador de este documento e incluir a los interesados como tal. La Marina recibirá los comentarios del público por los próximos treinta (30) días. Los comentarios serán atendidos y serán incorporados en la versión final del CDR. La propuesta versión final del CDR será enviada por el Asistente al Asistente del Secretario de la Marina (Asistentes y Asistidos) al Gobernador de Puerto Rico para pedir su aprobación y autoridad para proceder con la transferencia temporal de la propiedad.

Una vez aprobado el CDR, parte de la propiedad de transferencia temporal será designada a ser transferida al Estado Libre Asociado de Puerto Rico para ser desarrollada de acuerdo a un plan de desarrollo de desarrollo económico, desarrollado por el Departamento de Desarrollo Económico y Comercio de Puerto Rico (la autoridad de desarrollo local). La Marina se propone vender el resto de la Propiedad de Transferencia Temporal a través del proceso de subasta.

El CDR provee un resumen de las condiciones, tipos de contaminación y los controles propuestos para el uso de terrenos para cada uno de los áreas en la propiedad de transferencia temporal que serán trabajo ambiental por completo. Los controles propuestos para uso de terrenos, son necesarios para evitar riesgos inaceptables a la salud humana y al ambiente durante el re-desarrollo del lugar mientras la limpieza de las áreas sean continuadas, sea por la Marina o por los nuevos dueños de la propiedad. En aquellos casos donde un nuevo propietario asuma la responsabilidad de cumplir los trabajos de limpieza, la Marina quedará legalmente obligada a realizar los trabajos de limpieza necesarios si estos no son completados a tiempo y de manera satisfactoria por el nuevo dueño para proteger la salud humana y al ambiente.

La CDR describe la propiedad de transferencia temporal, los comentarios propuestos de la transferencia de la propiedad, la naturaleza y extensión de la contaminación con respecto a los terrenos, el propósito, una lista del terreno y los controles de uso de terrenos necesarios para prevenir o reducir riesgos inaceptables a la salud humana y al ambiente de los terrenos. Los terrenos que están que se desarrollen en los próximos meses y el procedimiento para aprobar los terrenos serán completados, y se le informará al público en la medida que sea posible que los terrenos de CDRA (CDR) serán transferidos.

Por información de Marina sobre la actividad y el desarrollo del proceso de la versión final del CDR, el público de recibir y comentarios de los interesados, debe contactar al 707 de marzo de 2007. La Marina mantendrá reuniones comunitarias por escrito, estas deben ser realizadas por escrito, entre el 10 de febrero y el 10 de marzo de 2007. El 21 de marzo de 2007. Tanto el correo de correo, dirección de correo y el número de correo de CDR a que se refiere, la Marina no recibirá comentarios por teléfono o en la computadora personal. Los comentarios deben ser sometidos a la siguiente dirección o número de fax:

Mr. Jeff Meyers
Navy BRAC Program Management Office Southeast
1130 Faber Place Drive, Suite 202
North Charleston, SC 29405
Fax: (843) 743-2142

Los borradores del CDR, la investigación relacionada y los documentos de limpieza que proveen información detallada de las áreas en donde quedan trabajos de limpieza por realizarse o donde los trabajos de limpieza han sido completados, están disponibles para su inspección en los siguientes lugares:

- Biblioteca Pública de Ceiba
Ave. Lluvia Plana, Plaza Recreo
(al lado Casa Alcaldía)
Ceiba, PR 00725
U.S. Environmental
Protection Agency
Caribbean Environmental
Protection Division
Centro Europa Building Suite 417
1472 Plaza de Lluvia Ave.
San Juan, PR 00917-4122
Attn: Mr. Luis Riquelme
phone: (787) 877-8855
- Junta de Calidad Ambiental
de Puerto Rico
Oficina del Presidente- 5 Piso
Avenida Ponca de Lluvia 1308
Carr. Estatal 8836, Sector El Cerco
Río Piedras, PR 00926
Attn: Mr. Yareisa Martínez, phone
(787) 767-8181, ext 8137
U.S. Environmental
Protection Agency, Region 2
EDCA File Room 200 Broadway,
1000 River Street, NY 10011-1666
Attn: Mr. David Alvarez,
phone: (212) 637-3682
E-mail: david.alvarez@epa.gov

Solicitudes de copias individuales del borrador del CDR deben ser dirigidas al Sr. Jeff Meyers en (843) 743-2134.

DISFRUTA

Aquí la naturaleza es más grande que el mundo.
www.esuario.org

Estuario de la Bahía de San Juan

**AVISO DE EXTENSIÓN DE 15 DÍAS AL PERÍODO
PARA REVISIÓN PÚBLICA DE LA SOLICITUD DE APLAZAMIENTO
DEL CONVENIO FACILIDAD NAVAL PUERTO RICO
(Antigua Estación Naval de Roosevelt Roads)**

La Marina de los Estados Unidos propone transferir parte de la Facilidad Naval Puerto Rico (NAPR, por sus siglas en inglés), antigua Base Naval Roosevelt Roads, a través de una escritura antes de que todos los trabajos necesarios de limpieza e investigación ambiental estén terminados. Este transferencia es conocida como "Transferencia Temprana". Este tipo de transferencia permite a los propietarios nuevos, como el Gobierno de Puerto Rico, comenzar el re-desarrollo de la propiedad inmediatamente y generar ingresos económicos en vez de requerir que la propiedad permanezca sin usarse hasta que la limpieza ambiental sea completada. La Transferencia Temprana aplica solamente a aquellas partes de la propiedad que necesitan evaluaciones o limpieza ambiental adicional y no a las partes que están determinadas como limpias. Debido a la planificación de varias clases de transferencias de propiedad propuestas, la Marina de los Estados Unidos ha subdividido el total de los 8,631 acres de NAPR en parcelas más pequeñas. De estas, hay varias que contienen áreas que requieren limpieza. Si un área de las que requiere limpieza ambiental está dentro de una parcela, entonces toda el área que la comprende está incluida en la petición de Transferencia Temprana. Aproximadamente 4,599 acres serán afectados por la Transferencia Temprana.

Un documento conocido como Solicitud de Aplazamiento del Convenio (CDR, por sus siglas en inglés) debe ser primeramente aprobado por el Gobernador de Puerto Rico para permitir la Transferencia Temprana de acuerdo con la sección 120(h)(3)(C) de la Ley de Respuesta Ambiental, Responsabilidad y Compensación Comprensiva (CERCLA por sus siglas en inglés) de 1980. La aprobación del Gobernador de Puerto Rico debe ser basada en la determinación de que la propiedad está disponible para ser transferida para el uso que se le ha determinado y que las medidas pertinentes sean tomadas para proteger la salud del público y del ambiente. La Marina debe proveer garantías de que todas las tareas necesarias de investigación y de limpieza hayan sido realizadas. El propósito de este aviso es para informar al público que un borrador de la CDR ha sido preparado. La próxima etapa del proceso de aprobación de la CDR es presentar el borrador de este documento e invitar a que el público comente sobre él mismo. La Marina recibirá los comentarios del público por los próximos treinta (30) días. Sus comentarios serán atendidos e incorporados en la versión final de la CDR. La propuesta versión final de la CDR será sometida por el Subsecretario de la Marina (Instalaciones y Facilidades) al Gobernador de Puerto Rico para su aprobación y autoridad para proceder con la Transferencia Temprana de la propiedad.

Una vez aprobado la CDR, partes de la propiedad de Transferencia Temprana son elegibles a ser transferidas al Estado Libre Asociado de Puerto Rico para servir de operaciones de puerto y aeropuerto; y para propósitos de desarrollo económico, consistentes con el Plan de Usos de la antigua Base Naval de Roosevelt Roads, desarrollados por el Departamento de Desarrollo Económico y Comercio de Puerto Rico (la autoridad de re-desarrollo local). La Marina se propone vender el resto de la Propiedad de Transferencia Temprana a través del proceso de subasta.

La CDR provee un resumen de las condiciones, tipo de contaminación y los controles propuestos para el uso de terrenos para cada una de las áreas en la Propiedad de Transferencia Temprana que tienen trabajo ambiental por completar. Los controles propuestos para uso de terrenos son necesarios para evitar riesgos inaceptables a la salud humana y al ambiente durante el re-desarrollo del lugar mientras la limpieza de las áreas sea continuada, sea por la Marina o los nuevos dueños de la propiedad. En aquellos casos donde un nuevo propietario asume la responsabilidad de completar los trabajos de limpieza necesarios, la Marina permanecerá legalmente obligada a realizar las labores de limpieza necesarias si éstas no son completadas a tiempo y de manera competente por el nuevo dueño fueran al interés proteger la salud humana y el ambiente.

La CDR describe la propiedad de Transferencia Temprana; los mecanismos propuestos de la transferencia de la propiedad; la naturaleza y extensión de la contaminación con sustancias peligrosas; el propuesto uso futuro del terreno y los controles de uso de tierra necesarios para prevenir la exposición inaceptable a contaminantes bajo los escenarios de uso futuro; los trabajos que están por completarse en las diferentes áreas y el procedimiento para asegurarse que estos sean completados; y el lenguaje propuesto en la escritura que asegure que los requisitos de CERCLA 120(h)(3)(C) sean cumplidos.

Por esta razón, la Marina está extendiendo por 15 días el periodo para revisión y comentarios del público sobre el borrador de la CDR. El periodo de revisión y comentarios será de cuarenta y cinco (45) días consecutivos a partir del 25 de marzo de 2007. La Marina considerará solamente comentarios por escrito. Estos comentarios deberán ser sometidos por correo, fax, o servicios expresos de entrega, y con matasello no más tarde del 9 de mayo de 2007. Favor de incluir su nombre, dirección, la página y el número de líneas de la CDR al que se refiera. La Marina no recibirá comentarios por teléfono, e-mail, ni comunicación personal.

Los comentarios deben ser sometidos a la siguiente dirección o número de fax:

Mr. Jeff Meyers
Navy BRAC Program Management Office Southeast
4130 Faber Place Drive, Suite 202 North Charleston, SC 29405
Fax: (843) 743-2142

Los borradores de la CDR, la investigación relacionada y los documentos de limpieza que proveen información detallada de las áreas en donde quedan labores de limpieza por realizarse o donde las labores de limpieza han sido completadas, están disponibles para su inspección en los siguientes lugares:

Biblioteca Pública de Ceiba
Ave. Luperón Pinar, Plaza Recreo
(al lado Casa Añorina) Ceiba, PR 00735

U. S. Environmental Protection Agency
Caribbean Environmental Protection Division
Centro Europa Building, Suite 417
1492 Ponce de Leon Ave. San Juan, PR 00907-4127
Attn: Mr. Luis Negron, phone (787) 877-5855

Junta de Calidad Ambiental de Puerto Rico
Oficina del Presidente - 5 Piso Avenida Ponce de Leon #108
Carr. Estatal 8438, Sector El Cinco Rio Piedras, PR 00928
Attn: Ms. Yvelisse Martínez, phone (787) 787-8181, ext 6137

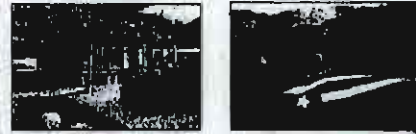
U.S. Environmental Protection Agency, Region 2 RCRA File Room
280 Broadway, 15th floor New York, NY 10027-1888
Attn: Mr. David Abrines, phone (212) 637-3043
o en internet ext: http://nri-ir.org/

Solicitudes de copias individuales del borrador de la CDR deben ser dirigidas al Sr. Jeff Meyers at (843) 743-2134.

**6 SEMANA
EN EL ESTE**

www.horizontepr.com • del 25 de abril al 1 de mayo de 2007

**Inter-Galería celebra
su primer aniversario**



Por: Yolanda Lebrón López
HORIZONTE

El espacio cultural y artístico Inter-Galería, que permite a artistas de la isla e internacionales exponer sus obras en el área este, celebró la pasada semana, su primer aniversario.

Para la celebración, el Decanato de Estudiantes de la Universidad Interamericana del Recinto de Fajardo junto a personal del Centro de Acceso a la Información organizaron una actividad en el Centro de Estudiantes de la institución en la que se inauguró una exposición colectiva de ocho artistas puertorriqueños e internacionales.

La exposición colectiva que exhibe en su mayoría pinturas realistas, costumbristas y abstractas presentó las obras de los artistas José Luis Rodríguez, Carmen Robles, Lourdes Nogales, Brenda Vigil, Laura Rodríguez, Samuel Flores, Jaime Díaz y el venezolano Justo Quijada.

Como parte de la actividad se llevó a cabo una feria de artesanías en las afueras del Centro de Estudiantes a través de la cual los visitantes tuvieron la oportunidad de adquirir y apreciar muñecas de trapo y trabajos de joyería realizados en coco y bambú, entre otros trabajos.

José Luis Rodríguez, coordinador de las Intergalerías, explicó que las noches de galerías surgieron como una alternativa para los estudiantes y la comunidad en general que guste apreciar obras de arte.

Según Rodríguez, la primera Inter-Galería fue realizada el año pasado como una actividad conmemorativa de la Semana del Centro de Acceso a la Información, conocida como Semana de la Biblioteca. No obstante, el éxito que tuvo la actividad motivó que se llevara a cabo todos los meses.

Regularmente, los primeros martes del mes en el viejo San Juan se realizan las noches de galerías. En este sentido, la Interamericana de Fajardo propuso realizar un concepto similar a través de las Intergalerías con el propósito de que las personas no tuvieran que bajar hasta al aeropuerto para poder apreciar el talento y las pinturas de diversos artistas.

De esta forma los segundos martes de cada mes se inaugura una nueva exposición colectiva en el Centro de Estudiantes de la Interamericana en Fajardo. Posteriormente parte de esas obras son trasladadas al Centro de Acceso a la Información, donde permanecen exhibidas para el disfrute de todos los estudiantes y visitantes.

Rodríguez explicó que durante el año que lleva celebrándose las "Intergalerías", artistas de países como República Dominicana y Venezuela, así como de diversos pueblos de la isla, como Guánica, han exhibido sus obras. Así también, estudiantes universitarios y escuelas como Danzarite han tenido la oportunidad de participar de las exposiciones.

Aquellos artistas interesados en exponer sus obras o personas que posean colecciones y deseen exhibirlas en las Noches de Inter-Galería del Recinto de Fajardo deben comunicarse con José Luis Rodríguez al (787) 863-2390 ext 2228 o escribir a la dirección electrónica martesintergaleria@yahoo.com.

Mientras, aquellas personas que busquen pasar un momento agradable apreciando obras de arte sepan que pueden asistir a las noches de galería los segundos martes de cada mes.

**AVISO DE SEGUNDA EXTENSIÓN AL PERÍODO
PARA REVISIÓN PÚBLICA DE LA SOLICITUD DE APLAZAMIENTO
DEL CONVENIO FACILIDAD NAVAL PUERTO RICO
(Antigua Estación Naval de Roosevelt Roads)**

La Marina de los Estados Unidos propone transferir parte de la Facilidad Naval Puerto Rico (NAPR, por sus siglas en inglés), antigua Base Naval Roosevelt Roads, a través de una escritura antes de que todos los trabajos necesarios de limpieza e investigación ambiental estén terminados. Esta transferencia es conocida como "Transferencia Temprana". Este tipo de transferencia permite a los propietarios nuevos, como el Gobierno de Puerto Rico, comenzar el re-desarrollo de la propiedad inmediatamente y ganar ingresos económicos en vez de requerir que la propiedad permanezca sin usarse hasta que la limpieza ambiental sea completada. La Transferencia Temprana aplica solamente a aquellas partes de la propiedad que necesiten evaluaciones o limpieza ambiental adicional y no a las partes que estén determinadas como limpias. Debido a la planificación de varias clases de transferencias de propiedad propuestas, la Marina de los Estados Unidos ha subdividido el total de los 8,631 acres de NAPR en parcelas más pequeñas. De éstas, hay varias que contienen áreas que requieren limpieza. Si un área de las que requiere limpieza ambiental está dentro de una parcela, entonces toda el área que la comprende está incluida en la petición de Transferencia Temprana. Aproximadamente 4,599 acres serán afectados por la Transferencia Temprana.

Un documento conocido como Solicitud de Aplazamiento del Convenio (CDR, por sus siglas en inglés) debe ser primeramente aprobado por el Gobernador de Puerto Rico para permitir la Transferencia Temprana de acuerdo con la sección 120(h)(3)(C) de la Ley de Respuesta Ambiental, Responsabilidad y Compensación Comprensiva (CERCLA por sus siglas en inglés) de 1980. La aprobación del Gobernador de Puerto Rico debe ser basada en la determinación de que la propiedad está disponible para ser transferida para el uso que se le ha determinado y que las medidas pertinentes sean tomadas para proteger la salud del público y del ambiente. La Marina debe proveer garantías de que todas las tareas necesarias de investigación y de limpieza hayan sido realizadas. El propósito de este aviso es para informar al público que un borrador de la CDR ha sido preparado. La próxima etapa del proceso de aprobación de la CDR es presentar el borrador de éste documento e invitar a que el público comente sobre el mismo. Sus comentarios serán atendidos entonces e incorporados en la versión final de la CDR. La propuesta versión final de la CDR será sometida por el Subsecretario de la Marina (Instalaciones y Facilidades) al Gobernador de Puerto Rico para su aprobación y autoridad para proceder con la Transferencia Temprana de la propiedad.

Una vez aprobado la CDR, partes de la propiedad de Transferencia Temprana son elegibles a ser transferidas al Estado Libre Asociado de Puerto Rico para servir de operaciones de puerto y aeropuerto; y para propósitos de desarrollo económico, consistentes con el Plan de Usos de la antigua Base Naval de Roosevelt Roads, desarrollados por el Departamento de Desarrollo Económico y Comercio de Puerto Rico (la autoridad de re-desarrollo local). La Marina se propone vender el resto de la Propiedad de Transferencia Temprana a través del proceso de subasta.

La CDR provee un resumen de las condiciones, tipo de contaminación y los controles propuestos para el uso de terrenos para cada una de las áreas en la Propiedad de Transferencia Temprana que tienen trabajo ambiental por completar. Los controles propuestos para uso de terrenos son necesarios para evitar riesgos inaceptables a la salud humana y al ambiente durante el re-desarrollo del lugar mientras se limpian las áreas sea continuada, sea por la Marina o los nuevos dueños de la propiedad. En aquellos casos donde un nuevo propietario asume la responsabilidad de completar los trabajos de limpieza necesarios, la Marina permanecerá legalmente obligada a realizar las labores de limpieza necesarias si éstas no son completadas a tiempo y de manera competente por el nuevo dueño fueren el interés proteger la salud humana y al ambiente.

La CDR describe la propiedad de Transferencia Temprana; los mecanismos propuestos de la transferencia de la propiedad; la naturaleza y extensión de la contaminación con sustancias peligrosas; el propuesto uso futuro del terreno y los controles de uso de tierra necesarios para prevenir la exposición inaceptable a contaminantes bajo los escenarios de uso futuro; los trabajos que están por completarse en las diferentes áreas y el procedimiento para asegurarse que estos sean completados; y el lenguaje propuesto en la escritura que asegure que los requisitos de CERCLA 120(h)(3)(C) sean cumplidos.

Por este medio, la Marina está extendiendo por 30 días el periodo para revisión y comentarios del público sobre el borrador de la CDR para la segunda vez. El periodo de revisión y comentarios ahora se cerrará el 10 de junio de 2007. La Marina considerará solamente comentarios por escrito. Estos comentarios deberán ser sometidos por correo, fax, o servicios expresos de entrega, y con material no más tarde del 9 de junio de 2007. Favor de incluir su nombre, dirección, la página y el número de líneas de la CDR al que se refiere. La Marina no recibirá comentarios por teléfono, e-mail, ni comunicación personal.

Los comentarios deben ser sometidos a la siguiente dirección o número de fax:

Mr. Jeff Meyers
Navy BRAC Program Management Office Southeast
4130 Faber Place Drive, Suite 202 North Charleston, SC 29406
Fax: (843) 743-2142

Los borradores de la CDR, la investigación relacionada y los documentos de limpieza que proveen información detallada de las áreas en donde quedan labores de limpieza por realizarse o donde las labores de limpieza han sido completadas, están disponibles para su inspección en los siguientes lugares:

Biblioteca Pública de Ceiba
Ave. Lauro Píñero, Plaza Recreo
(al lado Casa Alcaldía) Ceiba, PR 00735

U. S. Environmental Protection Agency
Caribbean Environmental Protection Division
Centro Europa Building, Suite 417
1432 Ponce de Leon Ave Sanurce, PR 00907-4127
Attn: Mr. Luis Magro, phone (787) 877-5855

Junta de Calidad Ambiental de Puerto Rico
Oficina del Presidente - 5 Piso Avenida Ponce de Leon #1308
Carr. Estatal 8038, Sector El Cinco Río Piedras, PR 00926
Attn: Ms. Yelissa Martínez, phone (787) 767-6181, ext 8137

U.S. Environmental Protection Agency, Region 2 RCRA File Room
298 Broadway, 15th floor New York, NY 10027-1866
Attn: Mr. David Abrams, phone (212) 637-3043
o en internet en: <http://raa1-ic.org/>

Solicitudes de copias individuales del borrador de la CDR deben ser dirigidas al Sr. Jeff Meyers al (843) 743-2134.

**EXHIBIT H
PUBLIC COMMENTS**

RODRIGUEZ LEGAL ACTION CENTER CORPORATION

Golden Beach Condominium
3511 Isla Verde Ave. Ste. 404
Carolina, PR 00979-4912

Tel. and Fax: 787-268-5269

April 12, 2007

Mr. Jeff Meyers
Navy BRAC Program Management Office Southeast
4130 Faber Place Drive, Suite 202
North Charleston, SC 29405
(jeffrey.g.meyers@navy.mil)

Dear Mr. Meyers,

I am writing on behalf of Mr. William Lourido, president of the Puerto Rican Veterans and Soldiers Council, Inc. He is, at present, a member of the Roosevelt Roads Restoration Advisory Board.

Aside from representing the interests of the communities, Mr. Lourido has put forward a proposal to Portal del Futuro for the establishment of a Project named Veterans City. The proposed plan for this project includes a living and recreation area for disabled and aged veterans, including facilities for those in need of assisted living and nursing care.

The plan includes a proposed national monument to honor American men and women veterans of all wars and armed conflicts. Added to this is a memorial to civilians, especially to members of the press and other media that have died in the course of discharging their duties in the war effort.

Since there is a lack of space in the national cemetery, Mr. Lourido has proposed a design for a burial vault filled with stacked niches for putting the remains of our dead veterans in their final resting place. Adjoining the burial vault, there would be a chapel for carrying out religious services and ceremonies.

Mr. Lourido considers that he needs of a total of 100 acres for the development of the above-mentioned projects. Naturally, he would expect these premises to be decontaminated. Anything not certified as free from contaminants, should be marked in a map available for inspection to all interested parties. If possible, the property should be restricted for this designated use before transfer is effected.

Although the projects contained on the Veterans City Plan appear staggering from a

financial standpoint, when coming down to basics, it may be seen that it is affordable. The land is available by property transfer from the Navy. Each project in the major plan may be financed with private capital, first in the initial construction and preparation of facilities and second in the later stage of administration. Private contractors can bid into any phase of the projects, creating needed jobs.

Mr. Lourido expects an endorsement from our governor, who, in the past, has exercised his influence to obtain benefits for our veterans. He is especially grateful for our governor's intervention to correct an injustice committed against the Korean veterans belonging to the 65th Infantry Regiment.

Thank you for your attention to this matter.

Cordially,


SONIA RODRIGUEZ-VALDECILLO, ESQ.

Legal Advisor to the Puerto Rican Veterans and Soldiers Council, Inc.

Copy sent to:

1) Mr. William Lourido, Calle 530 QB-8, Country Club, Carolina, PR 00982; Wlourido@aol.com.

2) Mr. Antonio Colorado, Portal del Futuro, PO Box 362350, San Juan, PR 00936-2350; ajcolorado@pridco.com.

3) Mr. Ramón Figueroa, RAB, Community Co-Chairman, CIV USA USAIMA; ramon.david.figueroa@us.army.mil.

Official Petition

RAB Meeting - April 12, 2007
at: Ceiba, P.R.

To: Mr. Mark Davidson
Co-Chair - US NAVY
RAB - for the former US Naval Station. Roos RDS

FROM: MRS. LILYANA M. BETANCOURT
COMMUNITY MEMBER

Re: Petition - for requesting the extension of the stipulated time (deadline) for the public to submit written comments - on or before April 25, 2007. (CDR).

Dear Sir,

I hereby Petition & request the extension of the deadline (April 25, 2007) for the public* (Communities affected by the BAAK Action) to submit their written Comments on the RAB process and approval, Thank you.

* CDR

Lilyana M. Betancourt
E-Mail: lilbetan@yahoo.com
Tel: 1-787-655-0962

.....
Lirio Márquez D'Acunti

Punta Las Marías, 4-H Estela
San Juan, PR 00913

April 13, 2007

Mr. Jeff Meyers
Navy BRAC Program Management Office Southeast
4130 Faber Place Drive, Suite 202
North Charleston, SC 29405

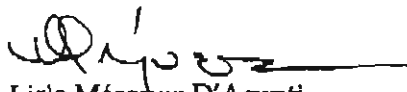
Via fax: (843) 743-2142

Dear Sir:

My letter pertains the document called: Draft Final Covenant Deferral Request, former Naval Station Roosevelt Roads, Ceiba, Puerto Rico (CDR).

It became apparent during last night's NAPR RAB meeting, that many persons in the community either didn't understand this document or still have not had a chance to review it (it is a long technical document and there is only one copy in the town's library). Therefore, I respectfully request an extension of the public comment period in order to provide those persons who expressed an interest in examining the document and submitting comments adequate time to do so.

Sincerely,


Lirio Márquez D'Acunti
Community RAB Member

787-726-2889 / 787-448-0383
liriom Marquez@gmail.com

NOTE: In response to requests from the public, the Navy extended the public comment period twice - first to April 9, 2007, then to June 10, 2007.

Document: Draft Covenant Deferral Request, Former Naval Station Roosevelt Roads
Document Date: March 2007
Comments By: Ramon Figueroa
Comments Date: May 4, 2007

Excerpted from email:

From: Figueroa, Ramon CIV USA IMCOM [mailto:ramon.david.figueroa@us.army.mil]

Sent: Friday, May 04, 2007 7:51

To: Meyers, Jeffrey G CIV OASN (I&E) BRAC PMO SE

Subject: Request of second extension for public comments Former Roosevelt Roads Naval Station)

Dear Mr. Meyers:

The purpose of this communication is to formally request an extension for "the period of public comment" in reference to the proposed CDR related to the former Roosevelt Roads Naval Station in Ceiba, Puerto Rico. This period was extended until 09 May 07. I am writing as the Community Co-Chairman of the RAB and on behalf of the RAB members.

Attached you have copy of the attendance roster of a meeting that Restoration Advisory Board members held last night (3 May 07-1900hrs). As part of the agenda, the group discussed to file a second request to extend the period for public comments, for at least 30 additional days, based on the following grounds:

- a.) The proposed CDR is a lengthy and voluminous document which consists of more than 180 pages obviously in English. This represents a major obstacle in terms of interpretation for majority of the local population, which are "non native English speakers". The RAB members suggested to the Navy personnel, in previous meeting, to have the document translated into Spanish for a better understanding of it, with negative results.
- b.) The technical and scientifically language in which the document is written, demand some experience and a very in depth knowledge of the matter for being in a position to make responsible, serious and objective comments.
- c.) When reading the CDR it makes references to some other "supporting documents", which are really non-existent or not available as annexes such as the "Environmental Condition of Property".

Thank you for your attention to this matter.

Cordially,

Mr. Ramón D. Figueroa, Esq.
RAB Community Co-Chairman
Former Roosevelt Roads Naval Station
Tel. (787) 235-1473

NOTE: In response to requests from the public, the Navy extended the public comment period twice – first to April 9, 2007, then to June 10, 2007.

Ceiba - P.R.
27-Mayo-07

A quien pueda interesar:

Nosotros los residente de Ceiba desearmos que investigue al pueblo de Ceiba de la contaminación que hubo y ~~ah~~ hay en los terreno de la base Naval de Ceiba porque aqui se sentian los ruido de los aviones cuando a la cuadro de la, ma droga da eso ariune empezaban a calentarse eso modore, la veces que tiraban bomba en vieque estas casas se querion caer, y por la contaminación porque el aire traia eso particula para el pueblo de Ceiba

atle

Marta J. Borúa
Jardines de Ceiba

Calle 10 - J-23
Ceiba, P.R. 00735

Tambien mi esposo trabajo en la base
psv 15 unio - con R.C.A y
general Electir el trabaja en el
langar:

(See next page for English translation)

TRANSLATION:

To whom it may concern:

Ceiba residents want you to find out about the contamination that occurred and still exists at the former Naval Station land because here, we heard the planes at 4:00 am and also when Vieques was bombed, our houses almost fell off and the contamination caused by the particles in the air carried to the town of Ceiba.

Mart J. Garcia
Jardines de Ceiba
Street # 10, J23
Ceiba, PR 00735

Also my husband used to work on the base for 15 years, with R.C.A. and General Electric at the hangar.

Document: Draft Covenant Deferral Request, Former Naval Station Roosevelt Roads
Document Date: March 2007
Comments By: Ramon Figueroa
Comments Date: June 5, 2007

Excerpted from emails:

From: Figueroa, Ramon CIV USA IMCOM [mailto:ramon.david.figueroa@us.army.mil]

Sent: Tuesday, June 05, 2007 1:58 PM

To: Meyers, Jeffrey G CIV OASN (I&E) BRAC PMO SE

Subject: RE: Request of third extension for public comments (Former Roosevelt Roads Naval Station)

Mr. Meyers,

We had a meeting this last Sunday 03 June 2007 in which the CDR was discussed and analyzed with the assistance of some "ad-honorem" environmental specialists. The unanimous recommendation was to file an additional request for extension of the period of public comment to your office. The request is based on the following:

1. We have not completed the study and analysis of said the document. Our major shortcoming is the lack of or conflictive cross reference information. The CDR mentions other relevant publications, (i.e. ECP, Tables, Figures, etc.) that have to be found in different sources.
2. Based on your below message, we think that a joint meeting with your office prior to the end of the period will be in the benefit of the local community in terms of have a better understanding of the process and the document.
3. The extension will provide additional time for the community to clarify and/or coordinate with the Navy in relation to specifics environmental sites at former RRNS. The upcoming RAB meeting is the 14 June 07.

Thanks for your prompt attention to this matter.

Cordially,

Mr. Ramón D. Figueroa, Esq.
RAB Community Co-Chairman
Former Roosevelt Roads Naval Station
Tel. (787) 235-1473

Mr. Jeff Meyers
Navy BRAC Program Management Office Southeast
4130 Faber Place Drive, Suite 202
North Charleston, SC 29405

**Re: Draft Covenant Deferral Request, Former Naval Station Roosevelt Roads,
Ceiba, Puerto Rico of March 2007**

After having examined the abovementioned document, we respectfully submit the following commentaries –

I Commentary of a General Nature

1. As members of the community, we oppose the transfer of portions of the real property comprising the former Naval Station Roosevelt Roads by deed before all the necessary remedial actions have been completed pursuant to Section 120(h)(3)(C) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) and Department of Defense (DoD) early transfer guidance. This opposition is sustained despite the acknowledgement of Section 2905(e) of the Defense Base Closure and Realignment Act of 1990 (BRAC), which states that subject to Section 19 120(h) of CERCLA, the Secretary of Defense “may enter into an agreement to transfer by deed real property or facilities....with any person who agrees to perform all environmental restoration, waste management, and environmental compliance activities that are required for the property or facilities under Federal and State laws, administrative decisions, agreements (including schedules and milestones), and concurrences” and that if the costs of all environmental restoration, waste management, and environmental compliance activities are lower than the fair market value of the property or facilities, the recipient of the property or facilities must agree to pay the difference between the fair market value and such costs.

This transfer method, even if it is legally allowed, excludes the community from a real oversight in the remediation actions of the transferred parcels, more so if they are sold to a private entity.

The April, 2007 RAB Newsletter states:

“How long will the RAB keep working?”

The BRAC transfer process will continue until mid-2008. The Navy will sponsor the RAB until after all the property has been transferred, and the Navy is no longer taking an active role.

What happens then? *That’s a question that the RAB will explore together, over the next year or so. The hope is that the RAB will continue working with EPA and Portal del Futuro, as the parcels are cleaned up and redevelopment begins...”*

This statement doesn’t guarantee that after the transfer community participation and oversight will continue.

2. CERCLA’s provisions for property transfers by Federal Agencies state that:

“...any real property owned by the United States on which any hazardous substance was stored for one year or more, known to have been released, or disposed of, each deed entered into for the transfer of such property by the United States to any other person or entity shall contain—

(i) to the extent such information is available on the basis of a complete search of agency files—

(I) a notice of the type and quantity of such hazardous substances,

(II) notice of the time at which such storage, release, or disposal took place, and

(III) a description of the remedial action taken, if any;

(ii) a covenant warranting that—

(I) all remedial action necessary to protect human health and the environment with respect to any such substance remaining on the property has been taken before the date of such transfer, and

(II) any additional remedial action found to be necessary after the date of such transfer shall be conducted by the United States (CERCA Section 120(h)(3)(A)).

Now, in order for this requirement for remedial action previous to transference be deferred, Section 120(h)(3)(C) states:

(C) Deferral

(i) In general The Administrator, with the concurrence of the Governor of the State in which the facility is located (in the case of real property at a Federal facility that is listed on the National Priorities List), or the Governor of the State in which the facility is located (in the case of real property at a Federal facility not listed on the National Priorities List) may defer the requirement of subparagraph (A)(ii)(I) with respect to the property if the Administrator or the Governor, as the case may be, determines that the property is suitable for transfer, based on a finding that—

- (I)** the property is suitable for transfer for the use intended by the transferee, and the intended use is consistent with protection of human health and the environment
- (II)** ...
- (III)** the Federal agency requesting deferral has provided notice, by publication in a newspaper of general circulation in the vicinity of the property, of the proposed transfer and of the opportunity for the public to submit, within a period of not less than 30 days after the date of the notice, written comments on the suitability of the property for transfer; and
- (IV)** the deferral and the transfer of the property will not substantially delay any necessary response action at the property.

We would like to comment these three requirements, beginning with (III):

Our duty, as members of the public and RAB community component, is to submit written comments on the suitability for transfer of the property. We find this a very difficult task.

First, some of the most important documents that serve as an information source for evaluating the suitability for transfer are not available to the public: for example, the RFA, Phase I/II Environmental Condition of Property (ECP) Report (July 15, 2005).

Reference is made to documents from the 80's that are part of the environmental record of these properties. But the public doesn't have access to them and they are not even in the digital document repository.

As a result of Section 8132 of Public Law 108-87 -the Department of Defense Appropriations Act, 2004 (signed 31 September 2003)- a series of documents were published that the public never had the opportunity to examine or comment. For example, the *Draft Phase II Environmental Condition of Property Work Plan*, dated April 30, 2004; the *Draft Phase II Environmental Condition of Property Report Naval Activity Puerto Rico (Draft Phase II Report)*, dated September 1, 2004; the *Draft Biological Assessment for Land Transfer of Naval Station Roosevelt Roads, Puerto Rico* (Geo-Marine, Inc. September 2005); and the *Damage Assessment and Restoration Plan Environmental Assessment* (U.S. Navy October 2004), among others. We are aware of their existence because they are quoted or appear as reference in some of the documents available to the public.

In fact, the Draft CDR states (pages 7 and 8) that "detailed summaries of the findings to date for all SWMUs and AOCs are provided in the ECP Report" and that "Analytical data collected during the investigations of these sites were used

to perform human health and ecological risk assessments which indicated the potential for unacceptable human exposure to the residual contaminants detected in groundwater, surface water, surface and subsurface soil, and sediment.” These HHRAs and ERAs are not available to the public either.

Second, it is very difficult to evaluate suitability for transfer when the information about some of the sites under evaluation is incomplete or inadequate. Take SWMU 16 as an example: in Table 7-1 a recommendation that no action is to be taken (NFA) is stated; but in the “Early Transfer Property Site Investigation and Remedial Action Summary” (March 2007) it is described as a site where additional investigation is warranted and a Phase 1 RFI is being developed. This same situation applies to SWMUs 27, 28 29 and 42; and AOC A. In all these sites, a RCRA Facility Investigation is being developed. Yet, we are asked to evaluate their suitability for transfer without the benefit of the results of these investigations, and even without contaminants concentration data.

Third, it is very difficult to evaluate sites for the suitability of early transfer where Remediation has already begun while the public comment period for the Correctives Measures Implementation Work Plan has not ended. This situation happens in SWMUs 13, 46 and 53, and AOC C. We simply do not understand how the remedy is being implemented before the discussion of its viability has occurred. This tells us that either the Early Transfer has become a desperate measure, or that public comment periods are a farce. To this date, we have not seen a single CMI WP, or for that matter, a single CMS or a CMS WP, both of which are called for in SWMUs 1, 2, 7/8, 9, 45, 55, 56, 59, 61, 69, 73 and 74.

Section C(i)(I), which states that “the property is suitable for transfer for the use intended by the transferee, and the intended use is consistent with protection of human health and the environment”, we have the following comments:

Reportedly, there changes have been made to the proposed property uses since the Puerto Rico Government (in this case the Local Redevelopment Authority)

submitted the Naval Station Roosevelt Roads Reuse Plan in December 2004 (the only one we have seen). The head of the LRA has stated to the local press that there will be changes in the Plan, but according to what appeared in the press, they will be announced later this year. We have also been informed by an LRA member that the "Downtown" area has been moved from where it was first proposed to an area that in the Reuse Plan was proposed as a Science Park. As we do not have documents or written proposals to evaluate this and other changes at this time, it is very difficult to ascertain whether the intended use is consistent with protection of human health and the environment.

The absence as of this moment of a zoning plan for the implementation of the Reuse Plan (whichever it may be) is also a limitation in the transfer suitability evaluation process. The promised Special Regulation for the Reuse Plan will not be ready before the Covenant Deferral Request is signed. This is another drawback when evaluating the suitability for transfer. It seems like the early transfer process is being pushed through regardless of the lack of the necessary information for its proper evaluation.

Section C(i)(IV), states that "the deferral and the transfer of the property will not substantially delay any necessary response action at the property"; regarding this section several questions come to mind:

- ¿How many third parties will there finally be?
- Will cleanup responsibilities be delegated upon clients of the "first tier" third parties? Let's say a third party buys, either from the Government of Puerto Rico or the Navy, one or more parcels and subdivides and sells them. Will they be allowed to do this without cleaning up first?
- How do the Navy or EPA plan to follow up the clean up when it is carried out simultaneously by several persons in several parcels?
- How will the agencies deal with the inevitable proposals and actions to postpone clean up until some economic benefit is derived from the "clean" parts of the parcels?

- How do the agencies plan to deal with proposed variations –whether significant or not- in land use?
- Who will grant land use variations, the Puerto Rico Planning Board? Even if the Navy remains legally obligated to perform the cleanup?
- Where is the proposed cleanup schedule that will provide a guarantee to the community that the contamination will be cleaned in a timely manner, that provides us with a reasonable expectation that the contaminants will not remain in our land or water for a long, long time?

Frankly, we have serious concerns as to whether the scenario proposed by the Navy and the Puerto Rican Government “will not substantially delay any necessary response action at the property”.

3. **Groundwater is addressed in a piecemeal fashion.** Many of the SWMU’s and AOC’s will have groundwater use restrictions in place. Section 4.0 of the Draft CDR states that “a restriction on use of groundwater and installation of new wells in or near areas of known groundwater contamination” will be included in the Quit Claim Deed for some of the parcels.

The Navy is addressing groundwater as if there were several distinct, separate and isolated aquifers under the former NSRR. It does not seem to be sound groundwater management to restrict well drilling “in or near areas of known groundwater contamination”. Groundwater doesn’t just stay put in one place. Also, the Draft CDR does not address the issue of where the groundwater contamination came from; and neither does it address where it goes to. There is no mention at all about pollution migration in the groundwater.

Will there be restrictions on well drilling outside known SWMUs? How far into the future will the well drilling restriction be in place? Are there any known working wells in the NSRR right now?

4. **Land Use Controls.** The People of Puerto Rico should not be restricted in the use and enjoyment of our land because the entity that polluted it does not want to clean the pollution. Placing restrictions in the form of Land Use Controls in the Quit Claim Deed for any parcel is unacceptable. More so because when the Navy began to use this land there were no land use restrictions.

The Navy is absolutely responsible for whatever is in and under those land parcels that wasn't there before 1941, and as such, should return it to its original condition, not look for the legally cheapest way to abandon Ceiba and Naguabo lands to an uncertain fate and a limited use.

II Specific Comments

1. **SWMUs 1 and 2:** Dioxins/furans and elevated levels of other contaminants were found at this site. Table 7-1 indicates an NFA with no restrictions for AOC D (marine sediments).

We object to the early transfer of any site where dioxins/furans were found. As a precautionary principle, dioxins/furans should be removed to prevent them from gaining access to ground and surface water, and to prevent humans and animals from exposure to these extremely hazardous substances. Were any other remediation alternatives considered besides LUCs?

According to the table that constitutes Exhibit E several actions have been undertaken on this site, including a Baseline Ecological Risk Assessment and CMS Work Plan. These documents have not been available for public review. These documents should be made available to the community before the transfer of these sites is even considered.

2. **SWMU 3:** Dioxins/furans and elevated levels of other contaminants were found at this site. We object to the early transfer of any site where dioxins/furans were found. As a precautionary principle, dioxins/furans should be removed to prevent them from gaining access to ground and surface water, and to prevent humans and animals from exposure to these extremely hazardous substances. Were any other remediation alternatives considered besides LUCs? Why hasn't the community been allowed to examine the environmental studies for this parcel (if any) and the waste characterization data? These documents should be made available to the community before the transfer of this site is even considered.
3. **SWMU 9:** According to the table that constitutes Exhibit E a Phase I RFI Workplan was been submitted for Area B Tank 214 on January 2007, and a CMS is or was underway. This table also refers to a Baseline Ecological Risk Assessment and a CMS Work Plan. These documents have not been available

for public review. These documents should be made available to the community before the transfer of this site is considered.

4. **SWMU 11:** PCB and ACMs were found in this building and the remedy proposed is a total access restriction. PCB and ACM contamination is remediable. We oppose LUC as a remedy and we request the remediation of the site before transfer.
5. **SWMU 16:** According to the table that constitutes Exhibit E Phase I RFI Workplan has been approved for this site. In order for us to be able to properly evaluate if this property is suitable for early transfer this Work Plan should be made available to the community. We oppose the early transfer of this site until the RFI Report has been examined and commented by the community.
6. **SWMU 17:** The Consent Order requires an RFI for this site, yet it has been eliminated from the table that constitutes Exhibit E. We oppose the early transfer of this site until the RFI Report has been examined and commented by the community.
7. **SWMU 31:** Dioxins/furans and elevated levels of other contaminants were found at this site. We object to the early transfer of any site where dioxins/furans were found. As a precautionary principle, dioxins/furans should be removed to prevent them from gaining access to ground and surface water, and to prevent humans and animals from exposure to these extremely hazardous substances. This type of contamination can be cleaned, LUCs and an asphalt cap are not an acceptable remedy.

We request the remediation of the site before transfer.

8. **SWMU 32:** Dioxins/furans and elevated levels of other contaminants were found at this site. We object to the early transfer of any site where dioxins/furans were found. As a precautionary principle, dioxins/furans should be removed to prevent them from gaining access to ground and surface water, and to prevent humans and animals from exposure to these extremely hazardous substances. This type of contamination can be cleaned,

LUCs are not an acceptable remedy.

We request the remediation of the site before transfer.

9. **SWMU 45:** PCB and elevated levels of other contaminants were found at this site. Table 7-1 indicates an NFA with no restrictions for AOC D (marine sediments).

According to the table that constitutes Exhibit E several actions have been undertaken on this site, including a Baseline Ecological Risk Assessment and CMS Work Plan. These documents have not been available for public review. These documents should be made available to the community before the transfer of this site is considered.

Were any other remediation alternatives considered besides LUCs?

10. **SWMU 46:** PCB and elevated levels of other contaminants were found at this site. This type of contamination can be cleaned, LUCs are not an acceptable remedy.

The table that constitutes Exhibit E that the CMI Workplan will be implemented at the end of the public comment period, and at the same time indicates that remediation was initiated in 2006. We request clarification of these contradictory statements.

We request the complete cleanup of the site before transfer.

11. **SWMU 53:** The table that constitutes Exhibit E that the CMI Workplan will be implemented at the end of the public comment period, and at the same time indicates that remediation was initiated in 2006. We request clarification of these contradictory statements and complete cleanup of the site before transfer.
12. **SWMU 54:** In this site, where the groundwater is contaminated with TCE, we learn from the Consent Order, that included in this SWMU and was the

location of a former 4,000-gallon UST, south of Building 1914. The date of installation and the type of fuel stored is unknown (assumed to be gasoline), but it was decommissioned in 1992. And that although a CMS work plan has been approved by EPA; implementation has not been fully completed. This is very confusing information, not enough to illustrate anybody on the history of this site.

Yet, the site has disappeared from the table that constitutes Exhibit E. It is impossible to comment on this site with the information available.

We request the site not be transferred until the community has been fully informed about it.

13. **AOC A:** According to the table that constitutes Exhibit E an RFI is being developed and the contaminants are “unknown, to be determined during the Phase I RFI”. When is the RFI document going to be made available to the community?

We request the site not be transferred until the RFI document has been made available to the community and the community has been able to emit their comments.

14. **SWMU 6/AOC B:** Dioxins/furans and elevated levels of other contaminants were found at this site. We object to the early transfer of any site where dioxins/furans were found. As a precautionary principle, dioxins/furans should be removed to prevent them from gaining access to ground and surface water, and to prevent humans and animals from exposure to these extremely hazardous substances.

The Consent Order indicates that remediation for this site is complete and “is contingent on the Respondent completing acceptable closure of all hazardous waste container storage units located inside the DRMO compound” as well as public comment. This site has been dropped from the table that constitutes Exhibit E. What does remediation complete mean? Are LUCs being

recommended for this site?

We request the site not be transferred until the community has been fully informed.

15. **SWMUs 57, 59, 60, 61, 62, 67, 70, 71, 73:** A lot of investigation and remediation still remains to be done on these sites. We request they not be transferred until either the RFIs, site characterizations or CMSs are completed, made available to the community for comments and discussed within the community.
16. **AOC C:** PCB and elevated levels of other contaminants were found at this site. This type of contamination can be cleaned, LUCs are not an acceptable remedy.

It is indicated in the table that constitutes Exhibit E that a CMI Workplan will be implemented at the completion of the public comment period, but also that remediation is already ongoing. We request this site not be transferred until this contradictory information is clarified and the site has been completely cleaned.

17. **AOC E:** According to the table that constitutes Exhibit E, RFI fieldwork is currently in progress.

We request the site not be transferred until the RFI document has been made available, the community has been able to emit their comments and the site has been completely

III About public information and public participation

The US Navy, the regulatory agencies and the Government of Puerto Rico expect the people of Puerto Rico to endorse the transfer of former Naval Base Roosevelt Roads and its re-development. In order for this to happen, the process has to be absolutely transparent. If the information on which decisions are to be based is not available for public review, this clouds both governments' credibility. If the public participation process is deceptive, or hurried without allowing the community to fully understand what is happening, this erodes the agencies' and both governments' credibility even more. For instance, when the Consent Order was up for public comment, the RAB hadn't been created. The public notice was placed in The San Juan Star, a newspaper that is read by only very small segment of the Puerto Rican population. A meeting was held to talk about the Consent Order, but it was not clearly explained to the community that the very few questions or comments made at that meeting (where certainly no one understood the implications of the signing of this document) were to be used and placed in the document as if it had been a public hearing.

With this statement and the comments expressed at the beginning of this document we would like to state for the record of this remediation and land reversion process that we are profoundly unsatisfied with the manner in which the Government of the United States and el Estado Libre Asociado have handled this matter. We are firm believers that only a process based on transparency, public participation –decisive and real- and access to information will achieve true community involvement. And only through true community participation Puerto Ricans will feel confident that our expectations of regaining our lands as safe and clean as is needed in order to achieve the development that we all need and aspire to will be met.

Submitted, Saturday, June 09, 2007

Lirio Márquez D'Acunti
RAB Community Member

Jorge Fernández Porto
RAB Community Member

Guillermo J. Avilés Mendoza, J.D.
P.O. Box 58136
Washington, D.C. 20037

June 10, 2007

U.S. Department of the Navy
Base Realignment and Closure
Program Management Office Southeast
Att: Mr. Jeffrey Meyers, P.E., CHMM
BRAC Environment Coordinator
4130 Faber Place Drive\Suite 202
North Charleston, South Carolina 29405

Mr. Meyers:

Please find the enclosed comments to the Draft Final Covenant Deferral Request, Former Naval Station Roosevelt Roads in Ceiba, Puerto Rico.

It is an honor to exercise my right and provide a constructive suggestion to the transfer process of the real property comprising the former naval station.

If you have any questions, please do not hesitate to contact me at (202) 489-6676 or e-mail me at Lcdo.AvilesMendoza@gmail.com.

Sincerely,

A handwritten signature in black ink, consisting of a stylized 'G' and 'A' followed by a long horizontal line that loops back to the right.

GUILLERMO J. AVILES MENDOZA, J.D.

COMMENTS
TO
FINAL DRAFT
COVENANT DEFERRAL REQUEST

FORMER NAVAL STATION ROOSEVELT ROADS
CEIBA, PUERTO RICO

Prepared by:

Guillermo J. Avilés Mendoza. J.D.
P.O. Box 58136
Washington, D.C. 20037

June 2007

I. Disclaimer

The comments here provided represent the ideas of Guillermo J. Avilés Mendoza as a citizen of the United States of America exercising the right to submit, within the public commentary period, written comments on the suitability of the proposed title transfer of portions of the real property comprising the former Naval Station Roosevelt Roads, Puerto Rico by deed before all required remedial actions have been accomplished pursuant to Section 120(h)(3)(C) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980.

II. Requirements for Early Transfer under Section 120(h)(3)(C) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA)

Approximately 4,599 acres at the former naval station, including the islands of Piñeros and the Cabeza the Perro, are areas with hazardous substances levels requiring institutional controls as part the remedial action. With ongoing remedial investigations the institutional controls at the former naval station are likely to evolve. Therefore, before the Governor of Puerto Rico approves the transfer of title without the required corrective actions the proposed institutional controls must guarantee that the intended use of the real property is consistent with protection of the environment and human health and that required remedial investigations, and oversight activities will not be disrupted. As a result, the evaluation of the property transfer is contingent on the establishment that the institutional controls will be effective in preventing environmental or human exposure to hazardous substances that remain on site above levels which allow unrestricted use.

III. Health Concerns

The March 12, 2007 unofficial minutes of the Restoration Advisory Board (RAB) for the former Naval Station Roosevelt Roads demonstrate that community members of Ceiba, Fajardo and Naguabo have health related concerns as to the potential exposure to the hazardous substances at the former Naval Station Roosevelt Roads.¹

IV. Agency for Toxic Substances and Disease Registry (ATSDR) & Section 104(i) and 104(i)(4) of CERCLA

Section 104(i) of CERCLA created the Agency for Toxic Substances and Disease Registry (ATSDR) at the U.S. Department of Health and Human Services. ATSDR is mandated by the U.S. Congress to perform specific functions concerning the effect on public health of hazardous substances in the environment. Although not a regulatory agency, ATSDR has provided in the past important data for the enhancement of institutional controls at sites with hazardous substances not in the national priority list. For instance, the ATSDR provides health consultations concerning specific hazardous substances, health surveillance, applied research in support of public health assessments, information development and dissemination, and education and training concerning hazardous substances.²

¹ Naval Activity of Puerto Rico Virtual Project Website- "NAPR-RABMtgMinutes 12Mar2007 English" Restoration Advisory Board (RAB) Information. Available at <http://nsrr-ir.org/rab.asp#2>. Last accessed June 10, 2007

² About ATSDR. Available at <http://www.atsdr.cdc.gov/about.html>. Last accessed June 10, 2007

Section 104(i)(4) of CERCLA reads as follows,

The Administrator of the ATSDR shall provide consultations upon request on health issues relating to exposure to hazardous or toxic substances, on the basis of available information, to the Administrator of EPA, State officials, and local officials. Such consultations to individuals may be provided by States under cooperative agreements established under this chapter.

V. Comments

The Restoration Advisory Board (RAB) record shows community members with health related concerns as to the potential exposure to the hazardous substances at the former Naval Station Roosevelt Roads. Navy's Final Draft Deferral Request is silent as whether the Agency for Toxic Substances and Disease Registry (ATSDR) was consulted for remedial investigations that formulated the present institutional controls for the former Naval Station Roosevelt Roads. It is in the best interest of all the involved parties to explore the possibility of consulting with, under Section 104(i)(4) of CERCLA, the ATSDR. Collaboration with the ATSDR provides the Government of Puerto Rico with evidence based public health data that will corroborate whether the institutional controls and the intended use of the real property are consistent with protection of the environment and human health.

EXHIBIT I
RESPONSES TO UNRESOLVED WRITTEN COMMENTS

Document: Draft Covenant Deferral Request, Former Naval Station Roosevelt Roads
Document Date: March 2007
Comments By: Puerto Rican Veterans and Soldiers Council
Comments Date: April 12, 2007

Email version of letter:

RODRIGUEZ LEGAL ACTION CENTER CORPORATION
Golden Beach Condominium
3511 Isla Verde Ave. Ste. 404 Tel. and Fax: 787-268-5269
Carolina, PR 00979-4912

April 12, 2007

Mr. Jeff Meyers
Navy BRAC Program Management Office Southeast
4130 Faber Place Drive, Suite 202
North Charleston, SC 29405

Dear Mr. Meyers,

I am writing on behalf of Mr. William Lourido, president of the Puerto Rican Veterans and Soldiers Council, Inc. He is, at present, a member of the Roosevelt Roads Restoration Advisory Board.

Aside from representing the interests of the communities, Mr. Lourido has put forward a proposal to Portal del Futuro for the establishment of a Project named Veterans City. The proposed plan for this project includes a living and recreation area for disabled and aged veterans, including facilities for those in need of assisted living and nursing care.

The plan includes a proposed national monument to honor American men and women veterans of all wars and armed conflicts. Added to this is a memorial to civilians, especially to members of the press and other media that have died in the course of discharging their duties in the war effort.

Since there is a lack of space in the national cemetery, Mr. Lourido has proposed a design for a burial vault filled with stacked niches for putting the remains of our dead veterans in their final resting place. Adjoining the burial vault, there would be a chapel for carrying out religious services and ceremonies.

Mr. Lourido considers that he needs of a total of 100 acres for the development of the above-mentioned projects. Naturally, he would expect these premises to be decontaminated. Anything not certified as free from contaminants, should be marked in a map available for inspection to all interested parties. If possible, the property should be restricted for this designated use before transfer is effected.

Although the projects contained on the Veterans City Plan appear staggering from a financial standpoint, when coming down to basics, it may be seen that it is affordable. The land is available by property transfer from the Navy. Each project in the major plan may be financed with private capital, first in the initial construction and preparation of facilities and second in the later stage of administration. Private contractors can bid into any phase of the projects, creating needed jobs.

Mr. Lourido expects an endorsement from our governor, who, in the past, has exercised his influence to obtain benefits for our veterans. He is especially grateful for our governor's intervention to correct an injustice committed against the Korean veterans belonging to the 65th Infantry Regiment.

Thank you for your attention to this matter.

Cordially,

SONIA RODRIGUEZ-VALLECILLO, ESQ.

Legal Advisor to the Puerto Rican Veterans and Soldiers Council, Inc.

Copy sent to:

- 1) Mr. William Lourido, Calle 530 QB-8, Country Club, Carolina, PR 00982; Wlourido@aol.com.
- 2) Mr. Antonio Colorado, Portal del Futuro, PO Box 362350, San Juan, PR 00936-2350; ajcolorado@pridco.com.
- 3) Mr. Ramón Figueroa, RAB, Community Co-Chairman, CIV USA USAIMA; ramon.david.figueroa@us.army.mil.

Response:

The Navy certainly understands and appreciates Mr. Lourido's concern for the care and remembrance of our nation's veterans.

However, the Navy is statutorily obligated to give the Local Reuse Authority's (LRA's) redevelopment plan considerable weight in making property disposal determinations. Accordingly, a request for a Veterans City is more appropriately made to the LRA (Portal del Futuro), which Mr. Lourido has done.

Should the LRA propose to make a change in the approved land use plan to incorporate a Veterans City, the Navy would consider it and, with EPA and EQB, would evaluate the proposed land use relative to the environmental condition of the parcel.

To whom it may concern:

Ceiba residents want you to find out about the contamination that occurred and still exists at the former Naval Station land because here, we heard the planes at 4:00 am and also when Vieques was bombed, our houses almost fell off and the contamination caused by the particles in the air carried to the town of Ceiba.

Mart J. Garcia
Jardines de Ceiba
Street # 10, J23
Ceiba, PR 00735

Also my husband used to work in the base for 15 years, with R.C.A. and General Electrica at the hangar.

Response:

The Navy understands that Ceiba residents are concerned about contamination and is committed to exchanging information about this concern, by working with the community members who have volunteered to be on the Restoration Advisory Board (RAB). Members of the public are always welcome to attend RAB meetings.

All identified cleanup sites have been, are being, or will be investigated and a remedy put in place to protect human health. The Navy has not detected any off-site releases of contaminants to the town of Ceiba from Roosevelt Roads.

This CDR does not deal with any environmental issues at Vieques, only Roosevelt Roads.

Document: Draft Covenant Deferral Request, Former Naval Station Roosevelt Roads
Document Date: March 2007
Comments By: Naval Activity Puerto Rico Restoration Advisory Board
Comments Date: June 9, 2007

Mr. Jeff Meyers
Navy BRAC Program Management Office Southeast
4130 Faber Place Drive, Suite 202
North Charleston, SC 29405

**Re: Draft Covenant Deferral Request, Former Naval Station Roosevelt Roads,
Ceiba, Puerto Rico of March 2007**

After having examined the abovementioned document, we respectfully submit the following commentaries –

I Commentary of a General Nature

1. As members of the community, we oppose the transfer of portions of the real property comprising the former Naval Station Roosevelt Roads by deed before all the necessary remedial actions have been completed pursuant to Section 120(h)(3)(C) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) and Department of Defense (DoD) early transfer guidance. This opposition is sustained despite the acknowledgement of Section 2905(e) of the Defense Base Closure and Realignment Act of 1990 (BRAC), which states that subject to Section 19 120(h) of CERCLA, the Secretary of Defense “may enter into an agreement to transfer by deed real property or facilities...with any person who agrees to perform all environmental restoration, waste management, and environmental compliance activities that are required for the property or facilities under Federal and State laws, administrative decisions, agreements (including schedules and milestones), and concurrences” and that if the costs of all environmental restoration, waste management, and environmental compliance activities are lower than the fair market value of the property or facilities, the recipient of the property or facilities must agree to pay the difference between the fair market value and such costs.

This transfer method, even if it is legally allowed, excludes the community from a real oversight in the remediation actions of the transferred parcels, more so if they are sold to a private entity.

The April, 2007 RAB Newsletter states:

“How long will the RAB keep working? The BRAC transfer process will continue until mid-2008. The Navy will sponsor the RAB until after all the property has been transferred, and the Navy is no longer taking an active role.

What happens then? That’s a question that the RAB will explore together, over the next year or so. **The hope is that the RAB will continue working** with EPA and Portal del Futuro, as the parcels are cleaned up and redevelopment begins...”

This statement doesn't guarantee that after the transfer community participation and oversight will continue.

Response:

As long as the Navy has ongoing cleanup activities at the former Naval Station Roosevelt Roads, it will continue to support and conduct the RAB. For cleanup activities performed by the Commonwealth on property transferred to the Portal del Futuro, the Navy will encourage the Commonwealth to continue to participate in the RAB. For the cleanup work on the sale parcels, public participation will continue through the Resource Conservation and Recovery Act (RCRA) Corrective Action process as required in the Third-party Orders signed between the new owners and EPA Region 2. For cleanup work on property transferred to other federal agencies, the receiving agency's policies on public participation will govern their participation in the existing RAB or some other forum. At a minimum, the receiving federal agency will be required to follow the public participation requirements of the RCRA Corrective Action process as required in the Third-party Order signed between the agency and EPA Region 2. Under RCRA, decision documents (such as Corrective Measures Studies and Statements of Basis) require a public notice; the public can request a public meeting as well.

2. CERCLA's provisions for property transfers by Federal Agencies state that:

"...any real property owned by the United States on which any hazardous substance was stored for one year or more, known to have been released, or disposed of, each deed entered into for the transfer of such property by the United States to any other person or entity shall contain—

- (i) to the extent such information is available on the basis of a complete search of agency files—
 - (I) a notice of the type and quantity of such hazardous substances,
 - (II) notice of the time at which such storage, release, or disposal took place, and
 - (III) a description of the remedial action taken, if any;
- (ii) a covenant warranting that—
 - (I) all remedial action necessary to protect human health and the environment with respect to any such substance remaining on the

property has been taken before the date of such transfer, and
(II) any additional remedial action found to be necessary after the date of such transfer shall be conducted by the United States (CERCA Section 120(h)(3)(A)).

Now, in order for this requirement for remedial action previous to transference be deferred, Section 120(h)(3)(C) states:

(C) Deferral

(i) In general The Administrator, with the concurrence of the Governor of the State in which the facility is located (in the case of real property at a Federal facility that is listed on the National Priorities List), or the Governor of the State in which the facility is located (in the case of real property at a Federal facility not listed on the National Priorities List) may defer the requirement of subparagraph (A)(ii)(I) with respect to the property if the Administrator or the Governor, as the case may be, determines that the property is suitable for transfer, based on a finding that—

- (I) the property is suitable for transfer for the use intended by the transferee, and the intended use is consistent with protection of human health and the environment
- (II) ...
- (III) the Federal agency requesting deferral has provided notice, by publication in a newspaper of general circulation in the vicinity of the property, of the proposed transfer and of the opportunity for the public to submit, within a period of not less than 30 days after the date of the notice, written comments on the suitability of the property for transfer; and
- (IV) the deferral and the transfer of the property will not substantially delay any necessary response action at the property.

We would like to comment these three requirements, beginning with (III):

Our duty, as members of the public and RAB community component, is to submit written comments on the suitability for transfer of the property. We find this a very difficult task.

First, some of the most important documents that serve as an information source for evaluating the suitability for transfer are not available to the public: for example, the RFA, Phase I/II Environmental Condition of Property (ECP) Report (July 15, 2005).

Reference is made to documents from the 80's that are part of the environmental record of these properties. But the public doesn't have access to them and they are not even in the digital document repository.

Response:

The RFA, Phase I/II ECP Report, as well as all relevant documents from the 1980s are available on the electronic Administrative Record located at www.nsrr-ir.org. Conclusions from the ECP Report are also attached to the CDR.

As a result of Section 8132 of Public Law 108-87 -the Department of Defense Appropriations Act, 2004 (signed 31 September 2003)- a series of documents were published that the public never had the opportunity to examine or comment. For example, the Draft Phase II Environmental Condition of Property Work Plan, dated April 30, 2004; the Draft Phase II Environmental Condition of Property Report Naval Activity Puerto Rico (Draft Phase II Report), dated September 1, 2004; the Draft Biological Assessment for Land Transfer of Naval Station Roosevelt Roads, Puerto Rico (Geo-Marine, Inc. September 2005); and the Damage Assessment and Restoration Plan Environmental Assessment (U.S. Navy October 2004), among others. We are aware of their existence because they are quoted or appear as reference in some of the documents available to the public.

In fact, the Draft CDR states (pages 7 and 8) that "detailed summaries of the findings to date for all SWMUs and AOCs are provided in the ECP Report" and that "Analytical data collected during the investigations of these sites were used to perform human health and ecological risk assessments which indicated the potential for unacceptable human exposure to the residual contaminants detected in groundwater, surface water, surface and subsurface soil, and sediment." These HHRAs and ERAs are not available to the public either.

Response:

Although the Environmental Condition of Property (ECP) Work Plan and the draft ECP Report were internal Navy documents, the final Phase I/II Environmental Condition of Property Report, which documents the results of the implementation of these work plans is available for public viewing on the electronic Administrative Record located at www.nsrr-ir.org. The final Biological Assessment and the Damage Assessment and Restoration Plan have been placed on the www.nsrr-ir.org website.

The human health and ecological risk assessments are contained in SWMU-specific documents, all available on the www.nsrr-ir.org website.

Second, it is very difficult to evaluate suitability for transfer when the information about some of the sites under evaluation is incomplete or inadequate. Take SWMU 16 as an example: in Table 7-1 a recommendation that no action is to be taken (NFA) is stated; but in the "Early Transfer Property Site Investigation and Remedial Action Summary" (March 2007) it is described as a site where additional investigation is warranted and a Phase 1 RFI is being developed. This same situation applies to SWMUs 27, 28, 29 and 42; and AOC A. In all these sites, a RCRA Facility Investigation is being developed. Yet, we are asked to evaluate their suitability for transfer without the benefit of the results of these investigations, and even without contaminants concentration data.

Response:

The information contained in Table 7-1 (part of the 2005 ECP Report and attached to CDR) for SWMUs 16, 27, 28, 29, and 42, and AOC A, was superseded by the RCRA 7003 Order signed in January 2007. As is noted, RFIs for these sites are currently being developed. Accordingly, the Navy is imposing interim land use controls (LUCs) for the duration of the covenant deferral period to ensure protection of Human Health. SWMU 16 is the Waste Explosives Storage Building, which is a small (10-ft X 10-ft) building located on a sale parcel near the airfield. AOC A is the torpedo shop. While originally proposed for no further action in the November 1994 RCRA permit, EPA determined the sites now warrant Phase I RFIs since the Navy is closing the NAPR facility and plans to sell or transfer these parcels to non-federal entities. The contaminants of concern at these sites are munitions and explosives of concern-related compounds and access to the sites will be restricted by deed during the interim period until the RFIs are completed. EPA will enforce the deed restrictions through the RCRA order.

SWMUs 27, 28, 29, and 42 are operating water and wastewater treatment plants. It is anticipated that any contaminants found at these SWMUs are the result of past operation of these plants. The plants are secured with fencing and only authorized personnel are allowed to enter these areas. It is anticipated that these plants will continue to operate after transfer and the accompanying deeds will restrict access to these SWMUs until the

RFIs are complete. EPA will enforce the deed restrictions through the RCRA order.

Third, it is very difficult to evaluate sites for the suitability of early transfer where remediation has already begun while the public comment period for the Correctives Measures Implementation Work Plan has not ended. This situation happens in SWMUs 13, 46 and 53, and AOC C. We simply do not understand how the remedy is being implemented before the discussion of its viability has occurred. This tells us that either the Early Transfer has become a desperate measure, or that public comment periods are a farce. To this date, we have not seen a single CMI WP, or for that matter, a single CMS or a CMS WP, both of which are called for in SWMUs 1, 2, 7/8, 9, 45, 55, 56, 59, 61, 69, 73 and 74.

Response:

CMS documents for SWMUs 1, 2, 7/8, 9, and 55 are available to the public on the electronic Administrative Record located at www.nsr-ir.org. All of these CMS documents have been reviewed and approved by the EPA and Puerto Rico Environmental Quality Board (EQB). Look for Document Numbers 739, 791, 977, 978, and 1079.

CMS Work Plans for SWMUs 56, 59, 61, 69, 73, and 74 are presently under development.

The public comment period for the CMI Work Plans for SWMUs 13, 46, 53 and AOC C took place concurrently with the public comment period for the RCRA 7003 Order in September 2006. In an effort to continue the cleanup process, the field work for these sites was initiated in 2006 prior to the completion of the public comment period in coordination with EPA. With the signing of the RCRA 7003 Order, EPA has approved of the work plans and the Navy is preparing the after-action reports on the cleanup.

SWMU 45, which encompasses areas around the old power plant (SWMU 11) that were impacted by releases to the external environment, is undergoing an ecological risk assessment in conjunction with SWMU 11, and then a CMS will be performed.

Section C(i)(I), which states that “the property is suitable for transfer for the use intended by the transferee, and the intended use is consistent with protection of human health and the environment”, we have the following comments:

Reportedly, there changes have been made to the proposed property uses since the Puerto Rico Government (in this case the Local Redevelopment Authority) submitted the Naval Station Roosevelt Roads Reuse Plan in December 2004 (the only one we have seen). The head of the LRA has stated to the local press that there will be changes in the Plan, but according to what appeared in the press, they will be announced later this year. We have also been informed by an LRA member that the “Downtown” area has been moved from where it was first proposed to an area that in the Reuse Plan was proposed as a Science Park. As we do not have documents or written proposals to evaluate this and other changes at this time, it is very difficult to ascertain whether the intended use is consistent with protection of human health and the environment.

The absence as of this moment of a zoning plan for the implementation of the Reuse Plan (whichever it may be) is also a limitation in the transfer suitability evaluation process. The promised Special Regulation for the Reuse Plan will not be ready before the Covenant Deferral Request is signed. This is another drawback when evaluating the suitability for transfer. It seems like the early transfer process is being pushed through regardless of the lack of the necessary information for its proper evaluation.

Response:

At this time the Navy has not seen any new or revised Reuse Plan proposal from the LRA, either formally or informally. Should the LRA propose a different reuse, the Navy will evaluate and respond accordingly, including any necessary revisions to remedial decisions and cleanup responsibilities under the Navy’s RCRA order or future cleanup and LUC responsibilities under the third-party orders for new property owners.

Section C(i)(IV), states that “the deferral and the transfer of the property will not substantially delay any necessary response action at the property”; regarding this section several questions come to mind:

- How many third parties will there finally be?

Response:

Two of the three proposed sale parcels are subject to this Covenant Deferral Request (one sale parcel is clean). All sale parcels will be sold separately, but one buyer may purchase all. Therefore, there is the

potential to have two "first tier" third parties for the sale parcels. If the Navy and the Commonwealth enter into an Early Transfer Cooperative Agreement, the Commonwealth will conduct cleanup for the Airfield, Port, and Science Park parcels under a first tier third party order.

- Will cleanup responsibilities be delegated upon clients of the "first tier" third parties? Let's say a third party buys, either from the Government of Puerto Rico or the Navy, one or more parcels and subdivides and sells them. Will they be allowed to do this without cleaning up first?

Response:

An original buyer of the property may transfer cleanup to another party only if agreed to by both EPA and the Navy. Neither the Navy nor EPA will agree to this if it would endanger cleanup efforts, scheduling, and accountability. Property may be sold to another party with the original third-party keeping cleanup responsibility, provided the Navy and EPA are notified of the transaction at least 90 days prior.

- How do the Navy or EPA plan to follow up the clean up when it is carried out simultaneously by several persons in several parcels?

Response:

New 'first tier' parties [purchaser(s) of the two sale parcels with RCRA sites, and possibly the LRA for the Airfield, Port, and Science Park parcels] will enter into a RCRA Consent Order with the EPA for all cleanup sites on the appropriate parcels. As mentioned above, the cleanup cannot be further delegated without the express approval of both the Navy and EPA. Accordingly, only a limited number of RCRA Consent Orders will be developed. The EPA will certainly be able to oversee cleanup efforts.

- How will the agencies deal with the inevitable proposals and actions to postpone clean up until some economic benefit is derived from the "clean" parts of the parcels?

Response:

CERCLA 120 (h) requires that the Early Transfer not substantially delay any necessary response action. In order to ensure this, the RCRA Order(s) entered into between the EPA and all new parties will contain schedule requirements. Additionally, the Navy will require successful bidder(s) to meet certain financial requirements so cleanup funding is not dependent upon future economic benefit from the parcels.

Furthermore, under the Consent Order and the subsequent Third Party Order, the Navy is responsible for the cleanup, regardless of whether there is an economic benefit from clean parcels. The Navy is committed to funding cleanup on Public Benefit Conveyance and Economic Development Conveyance parcels through the execution and funding of an Early Transfer Cooperative Agreement (ETCA) with the LRA to ensure the prompt and effective cleanup of these parcels. If the Navy and LRA are unable to agree on the terms of an ETCA, the Navy will remain obligated to perform the cleanup itself, under the terms of the Consent Order.

- How do the agencies plan to deal with proposed variations –whether significant or not- in land use?

Response:

Should a proposal for a change in land use be requested, the Navy, EPA, and EQB would evaluate the change relative to the environmental condition of the parcel. Should a new owner propose a less restrictive reuse (for example, residential) the new owner may have to conduct additional cleanup or studies to demonstrate potential risk to human health and the environment. In that case, any Land Use Controls imposed would only be released or modified if EPA and the Navy approve.

- Who will grant land use variations, the Puerto Rico Planning Board? Even if the Navy remains legally obligated to perform the cleanup?

Response:

Land uses will be governed through a special zoning district ordinance proposed in the Reuse Plan. The Puerto Rico Planning Board is the agency that will be responsible for any zoning or land use variations. However, once an environmental land use restriction is recorded on the deed, only the Navy can release or modify that restriction. This would only occur with the consent of EPA under the requirements of the RCRA Order.

- Where is the proposed cleanup schedule that will provide a guarantee to the community that the contamination will be cleaned in a timely manner that provides us with a reasonable expectation that the contaminants will not remain in our land or water for a long, long time?

Response:

The Navy's RCRA Order contains requirements to submit work plans and implement corrective actions at several of the SWMUs and AOCs. According to the order implementation schedules for field work and the completion of studies and reports may be outlined in individual work plans as approved by EPA. All CMS documents and work plans contain a proposed cleanup schedule for each individual site. These CMS are available to the public on the electronic Administrative Record located at www.nsrr-ir.org.

Frankly, we have serious concerns as to whether the scenario proposed by the Navy and the Puerto Rican Government "will not substantially delay any necessary response action at the property".

Response:

The statutory requirement that the early transfer "will not substantially delay any necessary response action at the property" is met through the reference in the CDR and the deed to the RCRA Orders and their requirements to adhere to schedules outlined in those orders. Through the Navy's RCRA Order and the CDR, the Navy remains legally obligated

to perform the necessary response actions if such actions are not completed in a timely and competent fashion by the transferees.

3. **Groundwater is addressed in a piecemeal fashion.** Many of the SWMU's and AOC's will have groundwater use restrictions in place. Section 4.0 of the Draft CDR states that "a restriction on use of groundwater and installation of new wells in or near areas of known groundwater contamination" will be included in the Quit Claim Deed for some of the parcels.

The Navy is addressing groundwater as if there were several distinct, separate and isolated aquifers under the former NSRR. It does not seem to be sound groundwater management to restrict well drilling "in or near areas of known groundwater contamination". Groundwater doesn't just stay put in one place. Also, the Draft CDR does not address the issue of where the groundwater contamination came from; and neither does it address where it goes to. There is no mention at all about pollution migration in the groundwater.

Response:

Due to the nature of the RCRA Corrective Action process, the Navy addresses groundwater contamination, if any, at individual SWMUs. This investigation and analysis is not part of the CDR, but rather part of SWMU-specific documents such as RFI and CMS. All sites with groundwater contamination present are either subject to periodic groundwater monitoring, or slated for remedial action as spelled out in the respective CMS. Monitoring programs are designed to determine sources and any contaminant migration, and to evaluate the effectiveness of the remedial action. In the event contaminants continue to migrate past SWMU or AOC boundaries and/or buffer zones, or concentrations change substantially, additional monitoring wells and/or modified remedies will be considered in consultation with EPA, and implemented accordingly.

Will there be restrictions on well drilling outside known SWMUs? How far into the future will the well drilling restriction be in place? Are there any known working wells in the NSRR right now?

Response:

Restrictions are, and will be, in place in or near any SWMU that has resulted in groundwater contamination. Appropriate buffers around the

SWMUs will be developed in coordination with EPA and EQB. These restrictions will be in place until the groundwater is clean. There will be no restrictions on well drilling outside LUC areas (including the SWMU and any buffer as noted above). Monitoring programs will determine if migration would affect the specific area subject to a LUC; however, groundwater at the base is fairly stable.

There are no working wells on the former NSRR property.

4. **Land Use Controls.** The People of Puerto Rico should not be restricted in the use and enjoyment of our land because the entity that polluted it does not want to clean the pollution. Placing restrictions in the form of Land Use Controls in the Quit Claim Deed for any parcel is unacceptable. More so because when the Navy began to use this land there were no land use restrictions.

The Navy is absolutely responsible for whatever is in and under those land parcels that wasn't there before 1941, and as such, should return it to its original condition, not look for the legally cheapest way to abandon Ceiba and Naguabo lands to an uncertain fate and a limited use.

Response:

All Land Use Controls put in place by the Navy are consistent with the LRA's reuse plan, and do not inhibit beneficial reuse of the land. This approach is consistent with existing DOD/EPA policy for all closed military bases.

II Specific Comments

1. **SWMUs 1 and 2:** Dioxins/furans and elevated levels of other contaminants were found at this site. Table 7-1 indicates an NFA with no restrictions for AOC D (marine sediments).

We object to the early transfer of any site where dioxins/furans were found. As a precautionary principle, dioxins/furans should be removed to prevent them from gaining access to ground and surface water, and to prevent humans and animals from exposure to these extremely hazardous substances. Were any other remediation alternatives considered besides LUCs?

Response:

Any contaminants detected during the AOC D RFI were effectively transferred to the respective source SWMU RCRA Corrective Action process. Portions of AOC D that were clean were given an NFA. Those portions of AOC D where contaminants were detected are SWMUs 1, 2, 9, and 45. Those SWMUs are still under investigation; accordingly, remediation alternatives, including the possibility of removal or LUCs, will be considered. Any remedy implemented must result in protectiveness to human health, including from any dioxins/furans present.

According to the table that constitutes Exhibit E several actions have been undertaken on this site, including a Baseline Ecological Risk Assessment and CMS Work Plan. These documents have not been available for public review. These documents should be made available to the community before the transfer of these sites is even considered.

Response:

The CMS Work Plan and Screening Level Ecological Risk Assessment documents for SWMUs 1 and 2 are available to the public on the electronic Administrative Record located at www.nsrr-ir.org. Look for Document Numbers 739, 1015, 1022, and 1172. The Baseline Ecological Risk Assessment for SWMUs 1 and 2 (and 45) is currently under development.

2. **SWMU 3:** Dioxins/furans and elevated levels of other contaminants were found at this site. We object to the early transfer of any site where dioxins/furans were found. As a precautionary principle, dioxins/furans should be removed to prevent them from gaining access to ground and surface water, and to prevent humans and animals from exposure to these extremely hazardous substances. Were any other remediation alternatives considered besides LUCs? Why hasn't the community been allowed to examine the environmental studies for this parcel (if any) and the waste characterization data? These documents should be made available to the community before the transfer of this site is even considered.

Response:

Part of SWMU 3 (that part which was permitted as a landfill) is currently being closed according to the approved Closure and Post Closure Plan, and pursuant to EPA and EQB regulations. The Closure and Post Closure Plan (subject to a public review concurrent with the Consent Order) is available on www.nsrr-ir.org, and was placed in the three public repositories in Puerto Rico, including the Ceiba Public Library. Closure included installation of an 18-inch thick, low permeability engineered soil cap, installation and maintenance of a 6-inch overlying vegetative cover, and 30 years of groundwater monitoring. The remaining part of SWMU 3 will be closed, according to the same approved Closure and Post Closure Plan, by the new owner. These closures must result in protectiveness to human health, including from any dioxins/furans present.

3. **SWMU 9:** According to the table that constitutes Exhibit E a Phase I RFI Workplan was submitted for Area B Tank 214 on January 2007, and a CMS is or was underway. This table also refers to a Baseline Ecological Risk Assessment and a CMS Work Plan. These documents have not been available for public review. These documents should be made available to the community before the transfer of this site is considered.

Response:

CMS Work Plan for SWMU 9, including Area B Tank 214, is available to the public on the electronic Administrative Record located at www.nsrr-ir.org. Look for Document Number 791. Due to contamination found after the CMS Work Plan, an RFI Workplan for the tank was submitted to EPA in January 2007. Fieldwork was recently completed, and the RFI Report is currently being prepared. The Baseline Ecological Risk Assessment was halted after the additional contamination was found, and will be completed subsequent to the RFI Report's approval.

4. **SWMU 11:** PCB and ACMs were found in this building and the remedy proposed is a total access restriction. PCB and ACM contamination is remediable. We oppose LUC as a remedy and we request the remediation of the site before transfer.

Response:

The Final Remedy decision has not been made for SWMU 11. The restrictions on interior access are interim measures to prevent unacceptable human exposures, but do not constitute the Final Remedy decision. Any releases of hazardous waste or constituents impacting the outside areas surrounding the power plant building have been previously addressed and/or are being addressed under corrective action requirements for SWMU 45.

5. **SWMU 16:** According to the table that constitutes Exhibit E Phase I RFI Workplan has been approved for this site. In order for us to be able to properly evaluate if this property is suitable for early transfer this Work Plan should be made available to the community. We oppose the early transfer of this site until the RFI Report has been examined and commented by the community.

Response:

This RFI Workplan ([Final RCRA Facility Investigation Work Plan SWMUs 16, 27, 28, 29 and 42 and AOC A Naval Activity Puerto Rico](#)), document number 1149, is available at www.nsrr-ir.org. SWMUs 27, 28, 29 and 42 are secured with fencing and only authorized personnel are allowed to enter these areas. It is anticipated that these plants will continue to operate after transfer and the accompanying deeds will restrict access to these SWMUs until the RFIs are complete. EPA will enforce the deed restrictions through the RCRA order. Similarly, access to SWMU 16 will be controlled until the RFI is complete.

6. **SWMU 17:** The Consent Order requires an RFI for this site, yet it has been eliminated from the table that constitutes Exhibit E. We oppose the early

transfer of this site until the RFI Report has been examined and commented by the community.

Response:

SWMU 17 went through a rigorous RCRA closure process, and was clean closed. RCRA closure is equivalent to an RFI and/or corrective action. An extensive investigation/sampling program was conducted on both the interior of the building (including concrete core samples), and on the outside surface and subsurface soils which might have been impacted by past releases, though none were known to have occurred. Therefore, no RFI or other corrective measures were required, since clean closure was certified.

7. **SWMU 31:** Dioxins/furans and elevated levels of other contaminants were found at this site. We object to the early transfer of any site where dioxins/furans were found. As a precautionary principle, dioxins/furans should be removed to prevent them from gaining access to ground and surface water, and to prevent humans and animals from exposure to these extremely hazardous substances. This type of contamination can be cleaned, LUCs and an asphalt cap are not an acceptable remedy.

We request the remediation of the site before transfer.

Response:

Contaminant levels are below industrial standards, and are consistent with use of the parcel as a Science Park. Even though contaminant levels are below the accepted industrial standards, the Navy and EPA have agreed that an asphalt cap will provide additional assurance to the protection of human health.

8. **SWMU 32:** Dioxins/furans and elevated levels of other contaminants were found at this site. We object to the early transfer of any site where dioxins/furans were found. As a precautionary principle, dioxins/furans should be removed to prevent them from gaining access to ground and surface water, and to prevent humans and animals from exposure to these extremely hazardous substances. This type of contamination can be cleaned, LUCs are

not an acceptable remedy.

We request the remediation of the site before transfer.

Response:

Contaminant levels are below industrial standards, and are consistent with use of the parcel as a Science Park. Even though contaminant levels are below the accepted industrial standards, the Navy and EPA have agreed that an asphalt cap will provide additional assurance to the protection of human health.

9. **SWMU 45:** PCB and elevated levels of other contaminants were found at this site. Table 7-1 indicates an NFA with no restrictions for AOC D (marine sediments).

According to the table that constitutes Exhibit E several actions have been undertaken on this site, including a Baseline Ecological Risk Assessment and CMS Work Plan. These documents have not been available for public review. These documents should be made available to the community before the transfer of this site is considered.

Were any other remediation alternatives considered besides LUCs?

Response:

Ecological Risk Assessment documents for SWMU 45 are available to the public on the electronic Administrative Record located at [www.nsrri-ir.org](http://www.nsrri.ir.org). Look for Document Numbers 1013 and 1118. SWMU 45 is still under investigation, and a CMS has not yet been developed. The CMS will evaluate all appropriate remedial alternatives for this site.

10. **SWMU 46:** PCB and elevated levels of other contaminants were found at this site. This type of contamination can be cleaned, LUCs are not an acceptable remedy.

The table that constitutes Exhibit E that the CMI Workplan will be implemented at the end of the public comment period, and at the same time indicates that remediation was initiated in 2006. We request clarification of these contradictory statements.

We request the complete cleanup of the site before transfer.

Response:

SWMU 46 has been cleaned to allow any land use except residential. RFI and CMS documents for this site are available to the public on the electronic Administrative Record located at www.nsrr-ir.org.

11. **SWMU 53:** The table that constitutes Exhibit E that the CMI Workplan will be implemented at the end of the public comment period, and at the same time indicates that remediation was initiated in 2006. We request clarification of these contradictory statements and complete cleanup of the site before transfer.

Response:

SWMU 53 has been cleaned to residential standards. RFI and CMS documents for this site are available to the public on the electronic Administrative Record located at www.nsrr-ir.org.

12. **SWMU 54:** In this site, where the groundwater is contaminated with TCE, we learn from the Consent Order, that included in this SWMU and was the location of a former 4,000-gallon UST, south of Building 1914. The date of installation and the type of fuel stored is unknown (assumed to be gasoline), but it was decommissioned in 1992. And that although a CMS work plan has been approved by EPA; implementation has not been fully completed. This is very confusing information, not enough to illustrate anybody on the history of this site.

Yet, the site has disappeared from the table that constitutes Exhibit E. It is impossible to comment on this site with the information available.

We request the site not be transferred until the community has been fully informed about it.

Response:

SWMU 54 has been added to Exhibit E. The final CMS for this site has been approved by EPA (and is available on www.nsrr-ir.org see document 1079). The CMI (recommended Monitored Natural Attenuation and Land Use Controls) will be completed by the new owner.

13. **AOC A:** According to the table that constitutes Exhibit E an RFI is being developed and the contaminants are "unknown, to be determined during the Phase I RFI". When is the RFI document going to be made available to the community?

We request the site not be transferred until the RFI document has been made available to the community and the community has been able to emit their comments.

Response:

The RFI Work Plan for AOC A (document 1149) is available to the community on www.nsrr-ir.org. Decision documents (such as a CMS), when ready, are made available to the community for their comments. AOC A is a fenced compound and access will be controlled until the RFI is complete.

14. **SWMU 6/AOC B:** Dioxins/furans and elevated levels of other contaminants were found at this site. We object to the early transfer of any site where dioxins/furans were found. As a precautionary principle, dioxins/furans should be removed to prevent them from gaining access to ground and surface water, and to prevent humans and animals from exposure to these extremely hazardous substances. The Consent Order indicates that remediation for this site is complete and "is contingent on the Respondent completing acceptable closure of all hazardous waste container storage units located inside the DRMO compound" as well as public comment. This site has been dropped from the table that constitutes Exhibit E. What does remediation complete mean? Are LUCs being recommended for this site?

We request the site not be transferred until the community has been fully informed.

Response:

SWMU 6 and AOC B have been cleaned to residential standards. Relevant documents are available at the electronic Administrative Record located at www.nsrr-ir.org. The statement, "is contingent on the Respondent completing acceptable closure of all hazardous waste container storage units located inside the DRMO compound", applies only to SWMU 25 (DRMO Storage Yard.)

15. **SWMUs 57, 59, 60, 61, 62, 67, 70, 71, 73:** A lot of investigation and remediation still remains to be done on these sites. We request they not be transferred until either the RFIs, site characterizations or CMSs are completed, made available to the community for comments and discussed within the community.

Response:

These ECP sites are, as noted, in various stages of the RCRA Corrective Action Process. The ECP resulted in sufficient information to determine what interim LUC is required until the RCRA process is completed and a final remedy, as appropriate, is completed. These interim LUCs will protect human health as required by CERCLA 120(h).

16. **AOC C:** PCB and elevated levels of other contaminants were found at this site. This type of contamination can be cleaned, LUCs are not an acceptable remedy. It is indicated in the table that constitutes Exhibit E that a CMI Workplan will be implemented at the completion of the public comment period, but also that remediation is already ongoing. We request this site not be transferred until this contradictory information is clarified and the site has been completely cleaned.

Response:

AOC C has been cleaned to allow any land use except residential. All relevant documents are in the electronic Administrative Record located at www.nsr-ir.org.

17. **AOC E:** According to the table that constitutes Exhibit E, RFI fieldwork is currently in progress.

We request the site not be transferred until the RFI document has been made available, the community has been able to emit their comments and the site has been completely

Response:

AOC E (Pineros and Cabeza de Perro Islands) has been removed

from this Covenant Deferral Request, and thus will not be transferred as part of this Early Transfer.

III About public information and public participation

The US Navy, the regulatory agencies and the Government of Puerto Rico expect the people of Puerto Rico to endorse the transfer of former Naval Base Roosevelt Roads and its re-development. In order for this to happen, the process has to be absolutely transparent. If the information on which decisions are to be based is not available for public review, this clouds both governments' credibility. If the public participation process is deceptive, or hurried without allowing the community to fully understand what is happening, this erodes the agencies' and both governments' credibility even more. For instance, when the Consent Order was up for public comment, the RAB hadn't been created. The public notice was placed in *The San Juan Star*, a newspaper that is read by only very small segment of the Puerto Rican population. A meeting was held to talk about the Consent Order, but it was not clearly explained to the community that the very few questions or comments made at that meeting (where certainly no one understood the implications of the signing of this document) were to be used and placed in the document as if it had been a public hearing.

Response:

The Navy is committed to the public participation process, including full disclosure and transparency. That is one reason why the RAB was formed, and why the public comment period for the CDR was extended twice. Additionally, based on feedback gained from the RAB, the Navy now uses other newspapers (for example [El Horizonte](#) and [El Yunque](#)) in addition to, or instead of, [The San Juan Star](#). Also, please note that the Consent Order replaced the RCRA Permit which was previously in effect. The Consent Order defines the Navy's corrective action obligations under RCRA as did the previous permit, but more accurately reflects the non-operational status of the base. As explained above, the public participation process for corrective action decisions will continue after the early transfer. The CDR document does not record or propose corrective action decisions. It is a document that communicates to the Governor that the property is suitable for transfer for its intended use and identifies measures that will be enacted to protect human health and the environment until cleanup is complete following the RCRA Corrective Action process.

With this statement and the comments expressed at the beginning of this document we would like to state for the record of this remediation and land reversion process that we are profoundly unsatisfied with the manner in which the Government of the United States and el Estado Libre Asociado have handled this matter. We are firm believers that only a process based on transparency, public participation –decisive and real- and access to information will achieve true community involvement. And only through true community participation Puerto Ricans will feel confident that our expectations of regaining our lands as safe and clean as is needed in order to achieve the development that we all need and aspire to will be met.

Submitted, Saturday, June 09, 2007

Lirio Márquez D'Acunti
RAB Community Member

Jorge Fernández Porto
RAB Community Member

Document: Draft Covenant Deferral Request, Former Naval Station Roosevelt Roads
Document Date: March 2007
Comments By: Guillermo J. Avilés Mendoza, J.D.
Comments Date: June 10, 2007

Excerpt from letter:

V. Comments

The Restoration Advisory Board (RAB) record shows community members with health related concerns as to the potential exposure to the hazardous substances at the former Naval Station Roosevelt Roads. Navy's Final Draft Deferral Request is silent as whether the Agency for Toxic Substances and Disease Registry (ATSDR) was consulted for remedial investigations that formulated the present institutional controls for the former Naval Station Roosevelt Roads. It is in the best interest of all the involved parties to explore the possibility of consulting with, under Section 104(i)(4) of CERCLA, the ATSDR. Collaboration with the ATSDR provides the Government of Puerto Rico with evidence based public health data that will corroborate whether the institutional controls and the intended use of the real property are consistent with protection of the environment and human health.

Response:

The Navy appreciates this suggestion. The ATSDR was not consulted because the former Naval Station Roosevelt Roads (NSRR) is not on the National Priority List (sites on the NPL require an ATSDR consultation). Land use controls (including institutional controls), which are based on analytical data and on human health risk assessments, and which are subject to EPA approval, are and will be protective for future reuse of this property. Regarding past exposures to hazardous substances and related health concerns, should any former worker believe that he/she has experienced past occupational health impacts, he/she may provide all relevant information (job description, building location, dates worked, and a description of activities that may have contributed to occupational exposures) to the Navy's RAB Co-Chair. The Navy RAB Co-Chair will work with the Navy Environmental Health Center to determine an appropriate course of action. Workers who believe they have suffered from occupational health impacts may also file a claim under the Federal Tort Claims Act (see <http://www.jag.navy.mil/FieldOffices/Code15.htm>).



DEPARTMENT OF THE NAVY
BASE REALIGNMENT AND CLOSURE
PROGRAM MANAGEMENT OFFICE
1465 FRAZEE RD, SUITE 900
SAN DIEGO, CA 92108-4310

11011
Ser BPMO.vcw/0099
JUN 19 2008

The Honorable Anibal Acevedo Vilá
Governor of the Commonwealth of Puerto Rico
LaFortaleza
P. O. Box 9020082
San Juan, Puerto Rico 00902-0082

Dear Governor Acevedo Vilá:

On August 6, 2007, the Department of the Navy (DON) submitted a Covenant Deferral Request (CDR) for your review and approval in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), section 9620(h)(3)(C)(i). The CDR included all former Naval Station Roosevelt Roads (NSRR) property that requires cleanup action, except for the islands of Piñeros and Cabezza de Perro. Our subsequent letter of January 10, 2008 amended the request to include only the Airport parcel.

In preparation for a proposed Public Benefit Conveyance (PBC) to the Puerto Rico Port Authority, the DON further amends the CDR to include the approximate 132 acres that are proposed for port purposes. Should the DON approve the PBC request, this amendment is necessary to allow conveyance of the entire parcel that includes environmental cleanup sites. The DON would retain responsibility for the cleanup of these sites. The proposed conveyance of the property would allow the Commonwealth to enact the development plan for the port. Some temporary land use restrictions would remain in place while the DON executes the cleanup and determines what longer-term restrictions would be required.

As noted in our January letter, the DON is continuing with its actions to award an environmental cleanup contract for the airport parcel and anticipate having this contract awarded before the end of September 2008. We look forward to your approval of this request to affect a timely transfer of the port property.

Thank you for your consideration in this matter.

Sincerely,

Kimberly Kesler
Director



DEPARTMENT OF THE NAVY
BASE REALIGNMENT AND CLOSURE
PROGRAM MANAGEMENT OFFICE
1455 FRAZEE RD, SUITE 900
SAN DIEGO, CA 92108-4310

11011
Ser BPMO.vcw/0046
August 6, 2007

The Honorable Aníbal Acevedo Vilá
La Fortaleza
PO Box 9020082
San Juan, PR 00902-0082

Dear Governor Acevedo Vilá:

It is my pleasure to notify you that the Department of the Navy has prepared a Covenant Deferral Request (CDR) for the Commonwealth of Puerto Rico review and approval. The purpose of the CDR package is to facilitate the expeditious transfer of approximately 4,244 acres of surplus land located at the former Naval Station Roosevelt Roads (NSRR), Ceiba, Puerto Rico. This CDR includes all former NSRR property that requires cleanup action, except for the islands of Pineros and Cabeza de Perro. Per the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 9620(h)(3)(C)(i), your concurrence is needed to defer the requirement to include a covenant in the deed warranting that all required remedial actions have been taken prior to the property being transferred by the Department of Navy (DON).

The CDR package identifies response action assurances which will be included in the transfer deeds as required per the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 120(h)(3)(C)(ii), associated Covenant to Restrict Use/Environmental Restriction documents, and the responsiveness summary. The public has been appropriately notified of the potential early transfer and had the opportunity to comment on the CDR. All of the aforementioned documents were prepared in close coordination with the Puerto Rico Environmental Quality Board, the United States Environmental Protection Agency, as well as the Local Reuse Authority, Portal del Futuro. As stated in the CDR, the property is suitable for transfer for its intended use, subject to compliance with the restrictions contained in the deed to ensure the protection of human health and the environment.

The DON has been working with the Portal del Futuro to transfer the CDR property through various conveyance mechanisms, including an Economic Development Conveyance (EDC) for the Science Park, University, and the Water and Wastewater Treatment Plants areas; Public Benefit Conveyances (PBC) for Airfield and Port uses; and public sale. In regard to the EDC and PBC parcels, the Navy and Portal del Futuro are currently discussing an Early Transfer Cooperative Agreement. Should it be in the best interests of all parties, this agreement would allow for the transfer of funds to Portal del Futuro for cleanup costs on those parcels.

11011
Ser BP MO.vcw/0046
August 6, 2007

The Resource Conservation and Recovery Act 7003 Administrative Order on Consent that the new owners will sign with EPA Region 2 will regulate all cleanup actions. Remediation on the two sale parcels covered by the CDR will be completed by the new owner(s), according to the process allowed in Section 2905(e) of Public Law 101-510.

The information in the CDR will enable the you to make the following findings as stated under CERCLA § 9620 (h)(3)(C):

- (1) The property is suitable for transfer for the use intended by the transferee and that the intended use is consistent with the protection of human health and the environment;
- (2) The deed or other agreement governing the transfer between the United States and the transferee contains the assurances set forth in 42 U.S.C. § 9620 (h)(3)(C)(ii);
- (3) The DON has complied with the public notice requirements for the early transfer process; and
- (4) The covenant deferral and transfer of the property will not delay any necessary environmental response action on the property.

Your approval and determination that the property is suitable for transfer is the next step in authorizing the conveyance of this property. On behalf of the Department of the Navy, I thank you in advance for your attention to this matter. If we may be of any further assistance in this matter, please contact me at (619) 532-0993 or Mr. Darrell Molzan, NSRR Base Closure Manger at (843) 743-2129 or Darrell.molzan@navy.mil. I look forward to another successful reuse of Navy property on an accelerated timetable.

Sincerely,


KIMBERLY KESLER

Enclosure: 1. Covenant Deferral Request

11011
Ser BP MO.vcw/0046
August 6, 2007

cc:
(with enclosure)
Mr. Antonio Colorado
Local Reuse Authority/Portal del Futuro:
Executive Director
PO Box 362350
San Juan, PR 00936-2350
Phone: 787-622-9433

Ms. Yarrisa Martinez
Puerto Rico Environmental Quality Board
Oficina del Presidente - Piso 5
Ave. Ponce de Leon #1308
Carr Estatal 8838
Sector El Cinco
Rio Piedras, PR 00926
Phone: 787-365-8573

Mr. Walter Mugdan
U.S. Environmental Protection Agency
Division of Environmental Planning and Protection
Caribbean Section 290 Broadway, 22nd Floor
New York, NY 10007-1866
Phone: 212-637-4167



GOVERNMENT OF PUERTO RICO

LUIS G. FORTUÑO
GOVERNOR

January 24, 2012

Mr. James E. Anderson
Director
Base Realignment and Closure Program
Management Office Southeast
4130 Faber Place Drive
Suite 202
North Charleston, SC 29405

Dear Mr. Anderson:

By letter dated July 30, 2008, the Government of Puerto Rico determined that the approximately 132 acres of maritime port property would comply with the requirements found in the applicable CERCLA sections under 42 U.S.C. §9620(h)(3)(C)(i) and therefore, found the land suitable for transfer in accordance with 42 U.S.C. §9620(h)(3)(C), and deferred the covenant required by 42 U.S.C. §9620(h)(3)(A)(ii)(I).


Initially, our intent was to have the Puerto Rico Ports Authority receive this maritime port property through a Public Benefit Conveyance sponsored by the US Department of Transportation's Maritime Administration which was approved by the sponsoring agency on May 21, 2008. As you are aware, we have revised our development goals in an effort to increase work opportunities for our citizens as well as enhance our economy. As such, we submitted to you an Addendum to our 2004 Reuse Plan for Naval Station Roosevelt Roads and on April 6, 2010, requested US Department of Transportation's Maritime Administration approve a change in property recipient for the Public Benefit Conveyance from the Puerto Rico Ports Authority to our implementing Local Redevelopment Authority. US Department of Transportation's Maritime Administration approved our request on May 13, 2010.

Mr. James E. Anderson
Page 2
January 24, 2012

In December 2010, the Government of Puerto Rico submitted an Economic Development Conveyance application to the Department of the Navy which included the redevelopment of the maritime port property. We no longer desire receipt of the maritime port property through a Public Benefit Conveyance, rather through an Economic Development Conveyance.

Based on the aforementioned, I, acting in my capacity as Governor of Puerto Rico, find the land suitable for transfer by Economic Development Conveyance in accordance with 42 U.S.C. §9620(h)(3)(C). The deferral of the covenants required by 42 U.S.C. §9620(h)(3)(A)(ii)(I) remain valid.

Sincerely,



Luis G. Fortuño

EXHIBIT D-1

FINDING OF NO SIGNIFICANT IMPACT

DEPARTMENT OF DEFENSE
DEPARTMENT OF THE NAVY

FINDING OF NO SIGNIFICANT IMPACT FOR THE PROPOSED DISPOSAL OF
NAVAL ACTIVITY PUERTO RICO (FORMER NAVAL STATION ROOSEVELT
ROADS), CEIBA, PUERTO RICO.

Pursuant to section 102(2)(C) of the National Environmental Policy Act (NEPA) of 1969 and the Council on Environmental Quality (CEQ) regulations (40 CFR Parts 1500-1508) implementing the procedural provisions of NEPA, the Department of the Navy (the Navy) gives notice that an Environmental Assessment (EA) has been prepared, and that an Environmental Impact Statement is not required for the disposal of Naval Activity Puerto Rico (NAPR), Ceiba, Puerto Rico. The United States Department of Interior, United States Fish and Wildlife Service (USFWS) was a cooperating agency in the preparation of the EA.

The proposed action of the EA is to comply with Public Law 108-87, charging the Navy to close Naval Station Roosevelt Roads (NSRR). Accordingly, on March 31, 2004, NSRR ceased operations as a Naval Station and was re-designated as NAPR. The property is currently in caretaker status. The proposed action evaluated in this EA is the disposal of 8,435 acres of excess federal land at NAPR. This EA addressed only the environmental impacts of disposal to non-federal interests. Properties totaling approximately 230 acres would remain in federal ownership; however, operational responsibility for these parcels would be transferred by the Navy to other federal entities. Therefore, these lands were excluded from analysis in this EA.

Although the proposed action is the disposal of the excess 8,435-acre property at NAPR, reuse and redevelopment of the property by third-party entities would follow the disposal of NAPR as required by the Base Realignment and Closure Act of 1990 (BRAC), the Reuse Plan is included as part of the proposed action. Therefore, the Reuse Plan for the property developed by the Commonwealth of Puerto Rico, which provides the most current information regarding reasonable future-use scenarios, once transfer of ownership of the property is completed, has been incorporated into the EA. Because the Reuse Plan was developed while keeping the use of existing infrastructure and facilities in mind, the proposed reuse of the land is very similar to its historic uses before NSRR ceased operations.

The process of identifying and selecting reasonable alternatives for the disposal of NAPR evolved during the completion of the ECP and Reuse Plan. The primary goal of the Local Redevelopment Authority's (LRA) Reuse Plan is to lessen the immediate negative economic impact of the base closure on the surrounding region. For that to occur, redevelopment must be completed in a timely fashion and avoid extensive delays associated with agency permitting requirements and site remediation activities. To that end, the LRA has worked diligently and closely with the Navy to develop a reuse scenario that maximizes existing infrastructure at NAPR while avoiding or accommodating areas constrained by significant natural resources, historic properties,

and cleanup sites. As a result of the close coordination between the LRA and Navy during the preparation of the Reuse Plan, each of the proposed land uses through Phase II are virtually consistent with existing land uses. Because the Reuse Plan was developed keeping the use of existing infrastructure and facilities in mind, the proposed reuse of land is very similar to historic uses before NSRR ceased operations. Moreover, since historic and proposed land uses are congruent, those restrictions that need to be instituted by the Navy would be nearly identical under any disposal scenario. Consequently, no other reasonable alternatives for disposal of NAPR were identified as susceptible to a meaningful analysis.

A No-Action Alternative was also considered in this EA and entailed placing NAPR in an inactive status but maintaining it for some potential future federal use. Implementation of the No-Action Alternative does not benefit the Navy in that it would retain ownership and liability for the property with no functional, operational, or strategic value; and does not benefit the local community in that any possibility of viable, productive use of the land would be removed.

The LRA, in conjunction with the Puerto Rico Planning Board (PRPB) is developing a Special Zoning Plan for NAPR. Upon its adoption, this plan would serve as the official zoning of the property. Any future development projects proposed on former NAPR property would be reviewed by the PRPB to ensure that such development is consistent with the Special Zoning Plan.

Marine waters adjacent to NAPR support sensitive environmental resources such as essential fish habitat (e.g., coral reefs and sea grass beds) as well as threatened and endangered species, including sea turtles, the West Indian manatee, and the yellow-shouldered blackbird. Because of the speculative nature of the Reuse Plan, its full effects on listed species cannot be addressed. However, there are a number of conservation measures that Commonwealth and/or federal resource agencies could/may impose on non-federal owners/developers before development-specific approvals or permits are issued. Implementing these conservation measures would be the responsibility of the new owner/developer, and the respective issuing agency would be responsible for ensuring that these recommendations are instituted. The Navy would no longer retain any ownership or control of these properties.

In consultation with the U.S. Fish and Wildlife Service (USFWS), the Navy has developed parcel-specific conservation guidelines that list species-specific conservation recommendations for future land owners to consider. This EA identifies the conservation guidelines to be provided to new owner(s)/developer(s) to offset potential impacts. Accordingly, during Section 7 consultation pursuant to the Endangered Species Act (ESA), in a letter dated April 7, 2006, USFWS concurred with the Navy's determination that the proposed action is "not likely to adversely affect" federally listed species and would not result in adverse modification of critical habitat within the project area.

The EA was prepared concurrently with the performance of relevant Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) hazardous


substance studies and investigations. The cleanup of contaminated sites at NAPR is primarily managed under the corrective action portion of the current Resource Conservation and Recovery Act (RCRA) Part B permit issued by the Environmental Protection Agency (EPA). The Navy has submitted an application for renewal of the Part B permit. Since base operations requiring the Part B permit are no longer in operation, only the corrective action portion of the permit remains applicable. The Navy has worked in cooperation with EPA and PREQB to convert the regulation of corrective action requirements from this permit to a RCRA §7003 Administrative Order on Consent (§7003 Order) prior to property transfer.

Prior to implementing the Proposed Action, a Memorandum of Agreement (MOA) between the Navy and the Puerto Rico State Historic Preservation Office (SHPO) has been executed. The MOA details which archaeological sites at NAPR would undergo data recover and to what level. In addition, it specifies the level of documentation needed for respective historic structures or the consultation process needed to establish the level of recordation. Through the execution of a MOA, and by implementing the stipulations of the MOA, the Navy would meet their requirements under Section 106 of the NHPA.

The analysis conducted in the EA focused on the following resources: Land Use and Aesthetics, Soils, Water Quality, Air Quality, Noise, Terrestrial and Marine Environments, Threatened and Endangered Species, Socioeconomic Conditions, Cultural Resources, Environmental Contamination, and Coastal Zone Management.

Based on information gathered during preparation of the EA, the Navy concluded that implementation of the Proposed Action will have no significant adverse impacts on the environment and that an EIS is not warranted.

The EA and FONSI prepared by the Navy addressing this action may be obtained from: Department of the Navy, BRAC Program Management Office SE, 4130 Faber Place Drive, Suite 202, North Charleston, SC 29405, Attn: Darrell Molzan, 843-743-2129, darrell.molzan@navy.mil. A limited number of copies of the EA and FONSI are available to fill single copy requests.


James E. Anderson
Director
Navy BRAC Program Management Office SE

10 April 2007

EXHIBIT D-2

SUPPLEMENTAL FINDING OF NO SIGNIFICANT IMPACT

**DEPARTMENT OF DEFENSE
DEPARTMENT OF THE NAVY**

**FINDING OF NO SIGNIFICANT IMPACT FOR THE PROPOSED DISPOSAL
OF NAVAL ACTIVITY PUERTO RICO (FORMER NAVAL STATION
ROOSEVELT ROADS), CEIBA, PUERTO RICO.**

Pursuant to section 102(2)(C) of the National Environmental Policy Act (NEPA) of 1969 and the Council on Environmental Quality regulations (40 CFR Parts 1500-1508) implementing the procedural provisions of NEPA, the Department of the Navy (the Navy) gives notice that a Supplemental Environmental Assessment (SEA) has been prepared, and that an Environmental Impact Statement is not required for the disposal of Naval Activity Puerto Rico (NAPR), Ceiba, Puerto Rico. The Puerto Rico Environmental Quality Board was a cooperating agency in the preparation of the SEA.

Pursuant to the United States Department of Defense (DoD) Appropriations Act of Fiscal Year 2004 (Public Law 108-87), the Navy closed Naval Station Roosevelt Roads (NSRR) in Puerto Rico in Spring 2004. Accordingly, on March 31, 2004, NSRR ceased operations as a Naval Station. The base was re-designated as Naval Activity Puerto Rico (NAPR) to maintain a Navy presence and associated security during the disposal process.

In 2007, the Navy prepared the Environmental Assessment (EA) for the Disposal of Naval Activity Puerto Rico (referred to herein as the 2007 EA) that evaluated the potential environmental impacts associated with the disposal of NAPR. To oversee the planning process for future development of NAPR, the Commonwealth created a Local Redevelopment Agency (LRA). In 2004, the LRA developed the Naval Station Roosevelt Roads Reuse Plan (Reuse Plan). The potential disposal and reuse of the property, as proposed in the Reuse Plan, was the basis for the evaluation of the potential impacts in the 2007 EA, which was considered consistent with the Puerto Rico Public Environmental Act (Law No. 9).

Proposed Action: In April 2010, the Commonwealth, through the LRA, submitted an addendum to the original 2004 Reuse Plan (referred to herein as the 2010 Reuse Plan Addendum, or the Addendum). The Proposed Action evaluated in this SEA is the proposed reuse of Parcel III located at NAPR, as identified in the 2010 Reuse Plan Addendum. The 2010 Reuse

Plan Addendum is conceptual and focuses on proposed land uses and not on specific developments. The LRA, in conjunction with the Puerto Rico Planning Board (PRPB), has developed a Special Zoning Plan for NAPR based on the 2010 Reuse Plan Addendum. Upon its adoption, this plan would serve as the official zoning of the property. Any future development projects proposed on former NAPR property would be reviewed by the PRPB to ensure such development is consistent with the Special Zoning Plan.

The SEA herein evaluates the environmental consequences of the proposed reuse of the NAPR property in accordance with the Commonwealth's 2004 Reuse Plan, as modified by the 2010 Reuse Plan Addendum, and adopted by the Commonwealth and the LRA. The disposal of the NAPR property is the responsibility of the Navy; redevelopment will be the responsibility of future owners of the property.

The 2007 EA evaluated the environmental consequences of the 2004 Reuse Plan. This SEA supplements the 2007 EA in accordance with the CEQ regulations (40 CFR 1502.21) and analyzes only the effects of those elements of the 2010 Reuse Plan Addendum that are substantially different than those of the original 2004 Reuse Plan. The 2010 Reuse Plan Addendum categorized the proposed redevelopment into four distinct phases. The impacts associated with the proposed reuse, as defined by Phases I and II, are considered indirect impacts of reuse of the predominantly existing infrastructure of NAPR. CEQ regulations (40 CFR 1508.8[b]) cite growth-inducing effects and other effects related to induced changes in the pattern of land use, population density, or growth rate and related effects on air and water and other natural systems as examples of indirect impacts. The impacts associated with long-range future redevelopment (Phases III and IV) are based on expansion of the existing infrastructure at NAPR and unforeseen economic factors and, therefore, are being considered as cumulative effects of the Proposed Action. All reasonably foreseeable elements of the 2010 Reuse Plan Addendum are analyzed in this SEA.

Alternatives Analyzed: Although the Navy's Proposed Action is reuse of Parcel III of the NAPR property, restrictions imposed on land use by the Navy may affect the long-term redevelopment potential for the property. Thus, the two alternatives analyzed in this document are: (1) reuse of Parcel III property at NAPR as identified in the Commonwealth's 2010 Reuse Plan Addendum, and (2) (the No-

Action Alternative): disposal of NAPR consistent with the 2004 Reuse Plan in accordance with the Preferred Alternative for Parcel III as identified in the 2007 EA (Finding of No Significant Impact [FONSI] signed on April 10, 2007). The No-Action Alternative also establishes a baseline to identify and compare potential environmental consequences from the redevelopment of NAPR as identified for the Preferred Alternative in the 2004 Reuse Plan.

Marine waters adjacent to NAPR support sensitive environmental resources such as essential fish habitat (e.g., coral reefs and sea grass beds) as well as threatened and endangered species, including sea turtles, the West Indian manatee, and the yellow-shouldered blackbird. Because of the speculative nature of the Reuse Plan, its full effects on listed species cannot be addressed. However, there are a number of conservation measures that Commonwealth and/or federal resource agencies could/may impose on non-federal owners/developers before development-specific approvals or permits are issued. Implementing these conservation measures would be the responsibility of the new owner/developer, and the respective issuing agency would be responsible for ensuring that these measures are instituted. After disposal, the Navy would no longer retain any ownership or control of these properties.

In consultation with the U.S. Fish and Wildlife Service (USFWS), the Navy has developed parcel-specific conservation guidelines that list species-specific conservation recommendations for future land owners to consider. This EA identifies the conservation guidelines to be provided to new owner(s)/developer(s) to offset potential impacts. Accordingly, during Section 7 consultation pursuant to the Endangered Species Act (ESA), in a letter dated August 25, 2011, USFWS concurred with the Navy's determination that, by adoption of the conservation measures previously approved for the 2004 Reuse and Special Zoning Plan, re-initiation of consultation under Section 7 of the ESA would not be necessary.

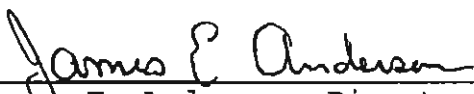
Prior to implementing the Proposed Action, a Memorandum of Agreement (MOA) negotiated between the Navy and the Puerto Rico State Historic Preservation Office (SHPO) will be executed. The MOA details which archaeological sites at NAPR would undergo data recovery and to what level. In addition, it specifies the level of documentation needed

for respective historic structures or the consultation process needed to establish the level of recordation. Through the execution of a MOA, and by implementing the stipulations of the MOA, the Navy would meet their requirements under Section 106 of the NHPA. Although the MOA has not yet been signed by the SHPO (signature by all parties is anticipated shortly) agreement has been reached between the SHPO and the Navy as to the contents of the document and signature by all parties will occur prior to any transfer of property by the Navy as a result of this FONSI.

The analysis conducted in the SEA focused on the following resources: Land Use and Aesthetics, Soils, Water Quality, Air Quality, Noise, Terrestrial and Marine Environments, Threatened and Endangered Species, Socioeconomic Conditions, Cultural Resources, Environmental Contamination, and Coastal Zone Management.

Based on information gathered during preparation of the SEA, the Navy concluded that implementation of the Proposed Action will have no significant adverse impacts on the environment and that an EIS is not warranted.

The SEA and FONSI prepared by the Navy addressing this action may be obtained from: Department of the Navy, BRAC Program Management Office SE, 4130 Faber Place Drive, Suite 202, North Charleston, SC 29405, Attn: Dale Johannesmeyer, 843-743-2128, dale.johannesmeyer.ctr@navy.mil. A limited number of copies of the SEA and FONSI are available to fill single copy requests.


James E. Anderson, Director
BRAC Program Management Office, SE

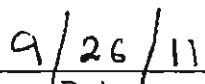

Date

EXHIBIT E
UTILITY INFRASTRUCTURE

Electric Utility System (or when singular, Electric Utility): Electricity system.

Electric Utility Facilities (or, when singular, Electric Utility Facility): All surface, subsurface or elevated pipes, poles, lines, service connections, conduits, tanks, feeders, wires, fixtures, ducts, manholes, handholes, cables, equipment, transformers, switches, generators, facilities, and necessary devices now or hereafter used or intended to be used for supplying, distributing or storing any Electric Utility, up to the five (5) foot building line.

Electric Utility Structures (or when singular, Electric Utility Structure): Any building, structure, substation, pumphouse, pumping station, metering station, reducing station, lift station, containment vessel, reservoir, vault, or similar improvement, used or intended to be used for containment, conduction, distribution, assembly, location or relocation of any Electric Utility Facility.

Water Utility System (or when singular, Water Utility): Potable water and non-potable water system.

Water Utility Facilities (or, when singular, Water Utility Facility): All surface, subsurface or elevated pipes, poles, lines, service connections, conduits, tanks, feeders, wires, fixtures, ducts, manholes, handholes, hydrants, valves, cables, equipment (including but not limited to process equipment), facilities, and devices now or hereafter used for supplying, distributing, treating, storing, containing or conducting any Water Utility, up to the five (5) foot building line.

Water Utility Structures (or when singular, Water Utility Structure): Any building, structure, facility, pumphouse, pumping station, metering station, reducing station, lift station, containment vessel, catch basin, reservoir, outfalls, vault, or similar improvement, used or intended to be used for containment, conduction, distribution, assembly, location or relocation of any Water Utility Facility.

Waste Water Utility System (or when singular, Waste Water Utility): Sanitary sewer system.

Waste Water Utility Facilities (or, when singular, Waste Water Utility Facility): All surface, subsurface or elevated pipes, poles, lines, service connections, conduits, tanks, feeders, wires, fixtures, ducts, manholes, handholes, hydrants, valves, cables, equipment (including but not limited to process equipment), facilities, and necessary devices now or hereafter used for supplying, distributing, treating, storing, containing or conducting any Waste Water Utility, up to the five (5) foot building line.

Waste Water Utility Structures (or when singular, Waste Water Utility Structure): Any building, structure, facility, pumphouse, pumping station, metering station, reducing station, lift station, containment vessel, reservoir, catch basin, outfalls, vault, or similar improvement, used or intended to be used for containment, conduction, distribution, assembly, location or relocation of any Waste Water Utility Facility.

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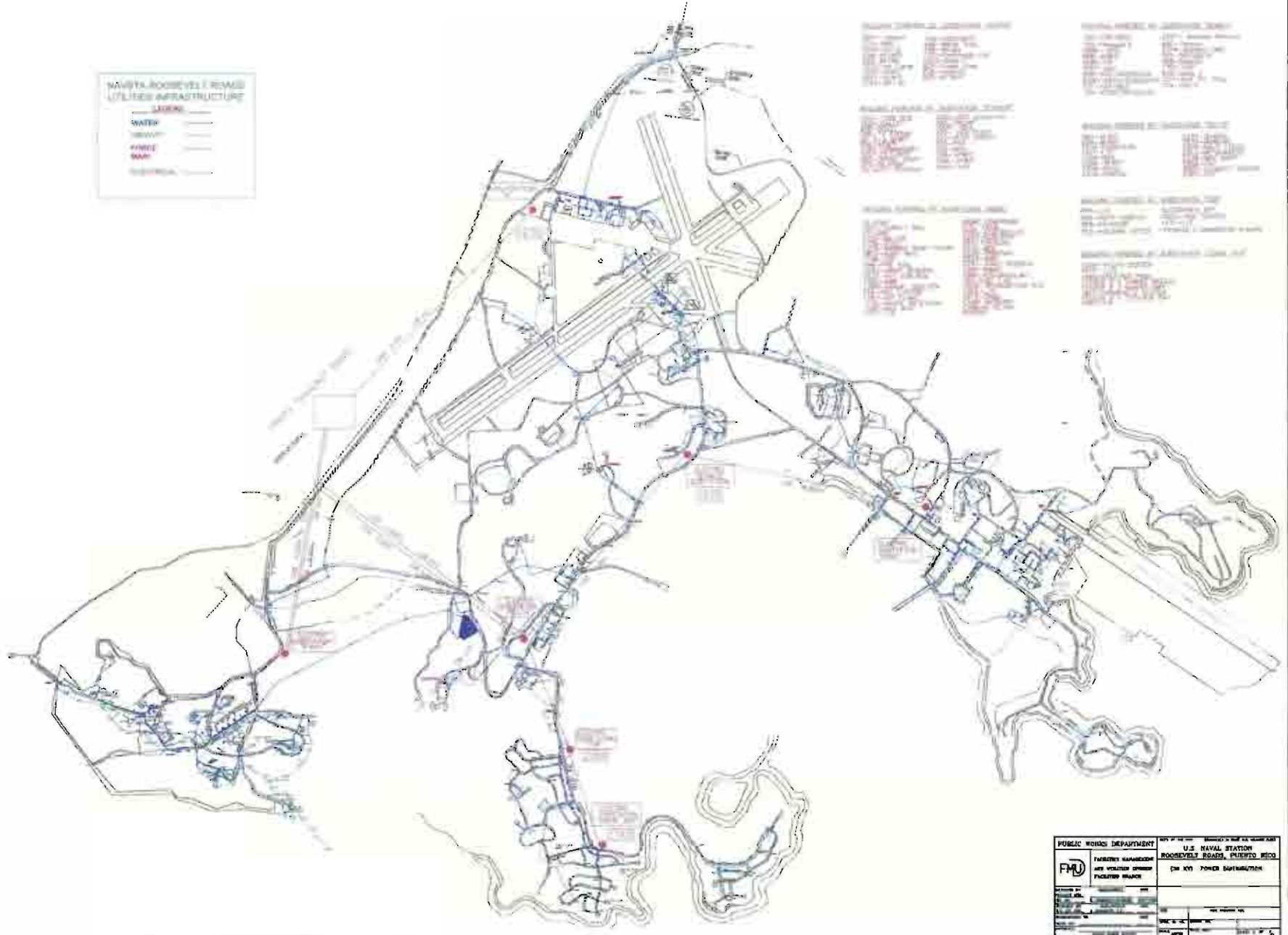
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PUBLIC WORKS DEPARTMENT 	U.S. NAVAL STATION ROOSEVELT ROADS, PUERTO RICO
	(IN CH) POWER DISTRIBUTION
PROJECT NO. _____ DRAWING NO. _____ DATE _____	SHEET NO. _____ TOTAL SHEETS _____
DESIGNED BY _____ CHECKED BY _____ APPROVED BY _____	DATE _____ SCALE _____

EXHIBIT F
CONVEYANCE SCHEDULE

ROOSEVELT ROADS REDEVELOPMENT					EXHIBIT F				
CONVEYANCE - FOST/FOSL SCHEDULE FINAL 1/25/12									
	Site	Navy FOST Signed Date	Navy Conveyance Date	Navy Funding	CTC (FY13 and out programmed monies)	LRA Segregation Deeds	Acreeage		
1 FOST Clean									
EDC SALE PARCEL (inc Los Machos 2)	CERFA Clean	2/2/09	1/25/12	N/A	0	CP1 Sale Parcel 3c (Punta Puerca) CP2 Los Machos 2 CP3 (consolidation of all contiguous FOST Clean parcels including: Sale Parcel 3A, 3B, 3D, EDC Science Park, EDC Port I & II, EDC University & Fire Station)	148.9910		
	SWMU 5	2/2/09	1/25/12	N/A	0				
	SWMU 38	2/2/09	1/25/12	N/A	0				
	SWMU 40	2/2/09	1/25/12	N/A	0				
	SWMU 47	2/2/09	1/25/12	N/A	0				
	SWMU 49	2/2/09	1/25/12	N/A	0				
	SWMU 52	2/2/09	1/25/12	N/A	0				
	SWMU 53	2/2/09	1/25/12	N/A	0				
	SWMU 58	2/2/09	1/25/12	N/A	0				
	AOC D	2/2/09	1/25/12	N/A	0				
EDC SCIENCE PARK	CERFA Clean	2/2/09	1/25/12	N/A	0	710.8060			
	SWMU 19	10/25/10	1/25/12	N/A	0				
	SWMU 38	10/25/10	1/25/12	N/A	0				
	SWMU 41	10/25/10	1/25/12	N/A	0				
	SWMU 60	10/25/10	1/25/12	N/A	0				
SWMU 72	10/25/10	1/25/12	N/A	0					
EDC PORT (Port 1 & 2)	CERFA Clean	1/5/09	1/25/12	N/A	0		2.1830		
	SWMU 21	1/5/09	1/25/12	N/A	0				
	SWMU 22	1/5/09	1/25/12	N/A	0				
	SWMU 24	1/5/09	1/25/12	N/A	0				
	SWMU 36	1/5/09	1/25/12	N/A	0				
SWMU 38	1/5/09	1/25/12	N/A	0					
EDC UNRV	CERFA Clean	12/1/08	1/25/12	N/A	0			11.3420	
FIRE STA	CERFA Clean	12/1/08	1/25/12	N/A	0				
	CERFA Clean	12/1/08	1/25/12	N/A	0				
Water PLANT Only	CERFA Clean	4/11/11	1/25/12	N/A	0				
	SWMU 38	4/11/11	1/25/12	N/A	0				
2 FOST w/LUC's									
EDC SALE PARCEL 3	SWMU 10	2/2/09	1/25/12	N/A	0	LUC 1			0.8523
	SWMU 13	2/2/09	1/25/12	N/A	0	LUC 2			1.3828
	SWMU 17	2/2/09	1/25/12	N/A	0	LUC 3			0.5588
	SWMU 18	2/2/09	1/25/12	N/A	0	LUC 4	0.0594		
	SWMU 25 (inc "25 Cap")	2/2/09	1/25/12	N/A	0	LUC 5	2.4545		
	SWMU 30	2/2/09	1/25/12	N/A	0	LUC 6	0.2120		
	SWMU 39	2/2/09	1/25/12	N/A	0	LUC 7	0.0050		
	SWMU 46	2/2/09	1/25/12	N/A	0	LUC 8	0.5639		
	AOC C	2/2/09	1/25/12	N/A	0	LUC 9	1.6157		
	AOC A	2/2/09	1/25/12	N/A	0	LUC 10	0.4980		
PORT	SWMU 23	1/5/09	1/25/12	N/A	0	LUC 11	0.3960		
Water	SWMU 42	4/11/11	1/25/12	N/A	0	LUC 12	1.5650		
3 FOST CDR									
EDC PORT	SWMU 7/8	1/5/09	1/25/12	Awarded through CMI	1,748,433	CDR 1	24.9710		
	SWMU 55	1/5/09	1/25/12	Awarded through CMI	411,939	CDR 2	4.0366		
	SWMU 74 (port)	1/5/09	1/25/12	Awarded through CMS	3,166,425	CDR 3	14.3850		
	SWMU 75	1/5/09	1/25/12	Awarded through Full RFI	0	CDR 4	0.2450		
	AOC F 1995	1/5/09	1/25/12	Awarded through FY12 LTM	474,257	CDR 5	12.3583		
TOTAL FOST ACREAGE					Total # FOST Deeds	22	1014.100		
4 FOSL / LIFOC									
EDC SALE PARCEL 3	SWMU 3	Jul-16	Aug-16	Cap design and construction to be awarded FY12	10,448,212	L1	110.2280		
	SWMU 9 A/B	Feb-24	Mar-24	Awarded thru 1/2 ERA	466,379	L2	36.1140		
	SWMU 9C	Feb-24	Mar-24	Awarded thru 1/2 ERA	466,379	L3	6.2700		
	SWMU 11	Jul-16	Aug-18	Depends on EPA response to report (2004) requesting LUC to secure building	0	L4	0.7280		
	SWMU 45	Jun-13	Jul-13	Fully Awarded	0	L5	9.0070		
	SWMU 57	Jun-18	Jul-18	Awarded thru Full RFI	786,266	L6	2.1500		
	SWMU 59	Feb-17	Mar-17	Awarded thru CMI	1,758,823	L7	10.0060		
	SWMU 60	Aug-18	Sep-18	Awarded thru CMS work plan	841,326	L8	11.9970		
	SWMU 67	May-19	Jun-19	Awarded thru Full RFI	189,346	L9	5.4950		
	SWMU 70	Mar-15	Apr-15	Awarded thru Statement of Basis	5,904,488	L10	55.1530		
	SWMU 74 (JP 5 hill)	Oct-18	Nov-18	Awarded thru CMS	3,166,425	L11	20.7370		
	SWMU 77	Sep-18	Oct-18	Awarded thru Full RFI	8,379,942	L12	66.1800		
	SWMU 78	Feb-16	Mar-16	Awarded thru Full RFI	348,498	L13	2.7930		
	AOC F 1738	Apr-20	May-20	Working to get to an OPS; however, EPA Region 2 nor EQB familiar with OPS process and have no defined OPS process which could expedite FOST	1,782,328	L14	5.1950		
	AOC F 2842B	Feb-15	Mar-15	Working to get to an OPS; however, EPA Region 2 nor EQB familiar with OPS process and have no defined OPS process which could expedite FOST	474,257	L15	1.5300		
	SWMU 31/32	Oct-14	Nov-14	Awarded thru cap and closure report	0	L16	0.5500		

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EDC SCIENCE PARK	AOC F 124	Feb-15	Mar-15	Working to get to an OPS; however, EPA Region 2 nor EQB familiar with OPS process and have no defined OPS process which could expedite FOST	474,257	L17	1.2310	
	Waste Water Treat. PLANTS	CERFA Clean Capehart	4/11/11	TBD (est. 2-6 mo.)	Lease until closure; closure funding reqd.	TBD	L18	1.0630
		CERFA Clean Bundy	4/11/11	TBD (est. 2-6 mo.)	Lease until closure; closure funding reqd.	TBD	L19	2.4790
		CERFA Clean Forrestal	4/11/11	TBD (est. 2-6 mo.)	Lease until closure; closure funding reqd.	TBD	L20	2.9070
SWMU 27		Mar-17	Apr-17	Awarded thru closure report	0	L21	0.4050	
SWMU 28		Apr-17	May-17	Awarded thru closure report	0	L22	1.1700	
SWMU 29	May-17	Jun-17	Awarded thru closure report	0	L23	2.7350		
TOTAL FOSL ACREAGE					Total # FOSL Deeds	23	356,1230	
TOTAL EDC ACREAGE					Total # Deeds	45	1370,2233	
<p>DATES ASSUME (1) 90 DAY REGULATORY REVIEWS PER CONSENT ORDER, (2) NAVY RECOMMENDED ACTIONS APPROVED WITHOUT CHANGES THAT WOULD DELAY SCHEDULE, (3) NO WEATHER/FUNDING/PERMIT ACQUISITION</p>								

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EXHIBIT G-1
FORM OF CLEAN PARCEL DEED

QUITCLAIM DEED
Clean Parcel “_”

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

Recitals

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

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

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

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

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

F. The GOVERNMENT and the GRANTEE executed an Economic Development Conveyance Memorandum of Agreement on December ___, 2011 (“EDC Agreement”) detailing

Clean Parcel __ Deed

Page 2.

1 the specifics of the transfer of property under the Government-approved EDC, including the
2 consideration to be paid by the GRANTEE to the GOVERNMENT for such transfer.

3
4 G. GRANTEE hereby offers consideration in the amount set forth in the EDC
5 Agreement, plus other good and valuable consideration, to it in hand paid by GRANTEE, the
6 receipt of which is hereby acknowledged; and GOVERNMENT has granted, bargained, sold,
7 and released and by these presents does grant, bargain, sell, and release unto the said
8 GRANTEE, its successors, and assigns, all right title and interest in and to that certain parcel of
9 real property at the former NSRR and identified as Clean Parcel “__” by the NSRR Disposal
10 Map attached hereto and made a part hereof as **Exhibit “A.”**

11
12 NOW THEREFORE, by the acceptance of this Quitclaim Deed or any rights hereunder,
13 the GRANTEE, for itself, its successors and assigns, agrees that the transfer of all the property
14 transferred by this Quitclaim Deed is accepted subject to the following terms, restrictions,
15 reservations, covenants, and conditions set forth below, which shall run with the land, provided
16 that the property transferred hereby may be successively transferred only with the proviso that
17 any such subsequent transferee assumes all of the obligations imposed upon the GRANTEE by
18 the provisions of this Quitclaim Deed with respect to the property being transferred.

19
20 IN CONSIDERATION OF THE FOREGOING, of the terms and conditions set forth
21 below and of other good and valuable consideration (the receipt and adequacy of which, as
22 consideration, the parties hereto both acknowledge); the parties hereto, intending to be legally
23 bound hereby, have agreed to, and do hereby, effectuate the conveyance set forth below.

24
25 **Conveyance Language**

26
27 GOVERNMENT does hereby, subject to any easements and encumbrances of record
28 and subject to the reservations, exceptions, notices, covenants, conditions, and restrictions
29 expressly contained herein, grant, sell, convey, remise, release, and quitclaim unto GRANTEE,
30 its heirs, successors, and its assigns, without any warranty, express or implied, as to the quantity
31 or quality of GOVERNMENT’s title (except such warranties as are specifically set forth herein,
32 required by 42 U.S.C. § 9620(h)(3), or otherwise required by law), all GOVERNMENT’s right,
33 title, and interest in that certain real property, comprising “__” acres in size (collectively,
34 “PROPERTY”), including, but not limited to the underlying estate, buildings, structures, and
35 improvements situated or installed thereon, commonly known as and referred to herein as Clean
36 Parcel “__”, more fully described on the documents attached to this Quitclaim Deed and
37 incorporated herein as **Exhibit “B”**.

38
39 TOGETHER WITH all and singular the ways, waters, water-courses, driveways, rights,
40 hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining,
41 and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title,
42 interest, property, claim and demand whatsoever of GOVERNMENT, in law, equity, or
43 otherwise howsoever, of, in, and to the same and every part thereof, and

1
2 TO HAVE AND TO HOLD the said lots or pieces of ground above described, the
3 hereditaments and premises hereby granted, or mentioned and intended so to be, with the
4 appurtenances, unto the said GRANTEE, its heirs, its successors, and its assigns, and subject to
5 the reservations, restrictions, and conditions set forth in this instrument, to and for the only
6 proper use and behalf of the said GRANTEE, its heirs, its successors, and its assigns forever.

7
8 Special Sections

9
10 **I. Access Easements:** GRANTEE, upon acceptance of the PROPERTY, shall enjoy the
11 right and use of, and GRANTOR hereby assigns to GRANTEE, GRANTEE's interest in that
12 certain non-exclusive easement(s), constituted by public deed number five hundred, seventy-five
13 (575), executed on 8 October 2010 for the benefit of the GOVERNMENT, its successors, and
14 assigns, all as illustrated by **Exhibit "C"**.

15
16 Environmental Notices for the Property

17
18 **II. Notice of Environmental Condition:** Information concerning the environmental
19 condition of the PROPERTY is contained in documents known as the **Findings of Suitability to**
20 **Transfer (FOSTs)** dated 01 December 2008 (Bowling Alley), 01 December 2008 (University
21 Parcel), and 01 December 2008 (Fire Station), which are attached hereto and made a part hereof
22 as **Exhibits "D", "E", and "F"** respectively, the receipt of which is hereby acknowledged by the
23 GRANTEE. An **Environmental Condition of Property (ECP)** report is referenced in the
24 FOSTs; the FOSTs and ECP reference environmental conditions on the PROPERTY. The
25 FOSTs set forth the basis for the GOVERNMENT's determination that the PROPERTY is
26 suitable for transfer. Together, the ECP and FOSTs contain all pertinent information currently
27 known by GOVERNMENT as to the environmental condition of the PROPERTY. GRANTEE
28 hereby acknowledges that it has been provided copies of the ECP and FOSTs. The specific
29 environmental conditions described in the FOSTs and ECP, which are applicable to the
30 PROPERTY, are contained in this Quitclaim Deed.

31 **III. CERCLA Covenant:** GRANTOR covenants that in accordance with Section
32 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation and Liability
33 Act, 42 U.S.C. § 9601, et seq. ("CERCLA") that any additional remedial action found to be
34 necessary after the date hereof shall be performed by the United States of America.

35
36 **IV. Reservation of Access as Required by 42 U.S.C. §9620(h)(4)(D)(ii):** GRANTEE
37 covenants that the GOVERNMENT, its officers, agents, employees, contractors and
38 subcontractors, in accordance with section 120(h)(4)(D)(ii) of CERCLA, shall have access to the
39 PROPERTY in any case in which remedial action or corrective action is found to be necessary
40 after the date of the conveyance of the PROPERTY as provided herein. GRANTEE will take no
41 action to interfere with future necessary remedial and investigative actions of the
42 GOVERNMENT. The GOVERNMENT and the GRANTEE, its heirs, successors and assigns,

1 agree to cooperate in good faith to minimize any conflict between necessary environmental
2 investigation and remediation activities and the activities of the GRANTEE, its successors and
3 assigns, and of any lessee or any sublessee of the PROPERTY, in their use and enjoyment of the
4 PROPERTY. Any inspection, survey, investigation, or other response or remedial action will, to
5 the extent practicable, be coordinated with representatives designated by GRANTEE or its heirs,
6 successors and assigns. Notwithstanding, GRANTEE acknowledges and agrees that necessary
7 GOVERNMENT remedial and investigative actions shall take priority in all cases where a
8 conflict may exist with GRANTEE's and any lessee's or sublessee's activities.

9
10 **V. Notice Of Hazardous Substance Activity in accordance with 42 U.S.C.**
11 **§9620(h)(3)(A)(i):** Pursuant to 40 C.F.R. 373.2 and Section 120(h)(3)(A)(I) of CERCLA (42
12 U.S.C. § 9620(h)(3)(A)(I)), and based upon a complete search of agency files, the United States
13 gives notice that no hazardous substances have been released or disposed of or stored for one
14 year or more on the PROPERTY.

15
16 **VI. Grantee Notice Requirement Regarding Future Sale or Assignment:** In accordance
17 with that certain RCRA 7003 Administrative Order on Consent (EPA Docket No. RCRA-02-
18 2007-7301) ("Order"), and for as long as such Order is in effect, GRANTEE, on behalf of its
19 heirs, successors and assigns, covenants that it shall provide written notice to the
20 GOVERNMENT of any subsequent sale or assignment of the PROPERTY, or any portion
21 thereof, and provide contact information concerning the new owner or assignee. The following
22 is the point of contact for notice to the GOVERNMENT:

23
24 Director
25 NAVAFC BRAC Program Management Office SE
26 4130 Faber Place Drive
27 Suite 202
28 North Charleston, SC 29405

29
30 In the event GRANTEE, its successors or assigns (each hereinafter called a "Transferor")
31 conveys the PROPERTY, or any portion thereof, the Transferor shall provide to the party
32 acquiring the PROPERTY, or any portion thereof, notice of this requirement.

33
34 **VII. Lead Based Paint Hazard Disclosure and Acknowledgment:** The PROPERTY
35 contains improvements that, due to their age, are likely to have been painted with lead based
36 paint.

37
38 1. Lead from paint, paint chips, and dust can pose health hazards if not managed
39 properly. Pursuant to 40 CFR Section 745.113, the following notice is provided; "Every
40 purchaser of any interest in residential real property on which a residential dwelling was built
41 prior to 1978 is notified that such property may present exposure to lead from lead-based paint
42 that may place young children at risk of developing lead poisoning. Lead poisoning in young
43 children may produce permanent neurological damage, including learning disabilities, reduced

1 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a
2 particular risk to pregnant women. The seller of any interest in residential real property is
3 required to provide the buyer with any information on lead-based paint hazards from risk
4 assessments or inspections in the seller's possession and notify the buyer of any known lead-
5 based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is
6 recommended prior to purchase.” The GRANTEE will be responsible for managing all lead-
7 based paint and potential lead-based paint in compliance with all applicable Federal, state, and
8 local laws and regulations.

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

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

29
30 4. The GRANTEE acknowledges that the GRANTOR assumes no liability for costs
31 or any damages for personal injury, illness, disability, or death to the GRANTEE, or to any other
32 person, including members of the general public, arising from or incident to the purchase,
33 transportation, removal, handling, use, disposition, or other activity causing or leading to contact
34 of any kind whatsoever with LBP on the PROPERTY, arising after the conveyance of the
35 PROPERTY from the GRANTOR to the GRANTEE, whether the GRANTEE has properly
36 warned, or failed to properly warn, the persons injured.

37
38 5. Upon execution of this Quitclaim Deed, the GRANTEE covenants and agrees that
39 it shall, and it shall require future transferees of the PROPERTY to, be responsible at its own
40 cost and expense for the maintenance and management of LBP and LBP hazards located in the
41 improvements on the PROPERTY, and the GRANTEE shall comply with Title X and all
42 applicable Federal, state, and local laws relating to LBP.

1 **VIII. Asbestos Containing Materials Disclosure and Acknowledgment:** GRANTEE hereby
2 acknowledges that asbestos containing materials (ACM) remain in buildings on the PROPERTY
3 and agrees to manage any and all remaining ACM in accordance with applicable laws and
4 regulations.

5
6 1. GRANTOR covenants that it has provided to the GRANTEE all documentation in
7 its possession regarding the presence of any known ACM, and the GRANTEE acknowledges
8 receipt of documentation disclosing the presence of any known ACM in the buildings and
9 structures on the PROPERTY. The GRANTEE covenants that it will, and it will require future
10 transferees of the PROPERTY to, prohibit use or occupancy of buildings and structures, or
11 portions thereof, containing known friable and accessible, or damaged ACM prior to abatement
12 of the friable and accessible, or damaged ACM or demolition of the building or structure, to the
13 extent required by applicable law.

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

26
27 3. The GRANTEE covenants and agrees that it shall, and it shall require future
28 transferees of the PROPERTY, upon demolition of the improvements located on the
29 PROPERTY, remove all ACM in accordance with the EPA National Emission Standard for
30 Hazardous Air Pollutants (NESHAP), 40 C.F.R. Section 61, Subpart M and applicable state laws
31 and regulations.

32
33 **IX. Non-interference with Navigable Airspace:** The GRANTEE covenants for itself,
34 successors, and assigns, and every successor in interest to the property herein described, or any
35 part thereof, that any construction or alteration is prohibited unless a determination of no hazard
36 to air navigation is issued by the Federal Aviation Administration in accordance with Title 14,
37 Code of Federal Regulation, Part 77, entitled "Objects Affecting Navigable Airspace", or under
38 the Authority of the Federal Aviation Act of 1958, as amended.

39
40 **X. Protection of Archeological Resources:** The GRANTEE shall monitor for
41 archeological artifacts during its construction activities and shall take appropriate action should
42 any artifacts be discovered in accordance with the Memorandum of Agreement between the
43 United States Navy and the Puerto Rico Historic Preservation Officer concerning the disposal of

1 Naval Activity Puerto Rico executed September 28, 2011.

2
3 **General Provisions**
4

5 **XI. Conveyance is “As Is – Where Is”:** Except as expressly provided in this Quitclaim
6 Deed or as otherwise required by law, the PROPERTY is being conveyed “AS IS” and “WHERE
7 IS,” without representation, warranty, or guaranty as to quality, quantity, character, condition,
8 size, kind, or fitness for a particular purpose.
9

10 **XII. Covenant Regarding Non-Discrimination:** GRANTEE covenants for itself, its
11 successors, and assigns and every successor in interest to the PROPERTY, or any part thereof,
12 that GRANTEE and such heirs, successors, and assigns shall not discriminate upon the basis of
13 race, color, religion, disability, or national origin in the use, occupancy, sale, or lease of the
14 PROPERTY, or in their employment practices conducted thereon. This covenant shall not apply
15 however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it
16 apply with respect to PROPERTY used primarily for religious purposes. The United States of
17 America shall be deemed a beneficiary of this covenant without regard to whether it remains the
18 owner of any land or interest therein in the locality of the PROPERTY hereby conveyed and
19 shall have the sole right to enforce this covenant in any court of competent jurisdiction.
20

21 **XIII. General Notice Provision:**
22

23 To facilitate such future cooperation, the following points of contact have been designated by the
24 GOVERNMENT, GRANTEE, United States Environmental Protection Agency (USEPA) and
25 Puerto Rico Environmental Quality Board (PREQB):
26

27 GOVERNMENT: Director
28 NAVFAC BRAC Program Management Office Southeast
29 4130 Faber Place Drive
30 Suite 202
31 North Charleston, SC 29405
32

33 GRANTEE: Executive Director
34 Local Redevelopment Authority for Naval Station Roosevelt Roads
35 The New San Juan Office Building
36 159 Chardon Avenue, 2nd Floor
37 Hato Rey, PR 00918
38

39 With a copy to: Kutak Rock LLP
40 1101 Connecticut Avenue, NW
41 Suite 1000
42 Washington, DC 20036
43 Attention: George Schlossberg, Esq.

1
2 USEPA: U.S. Environmental Protection Agency
3 Region 2
4 290 Broadway - 22nd Floor
5 New York, NY 10007-1866
6

7 PREQB: Puerto Rico Environmental Quality Board
8 Oficina del Presidente - Piso 5 Ave.
9 Ponce de Leon #I308
10 Carr Estatal 8838
11 Sector El Cinco
12 Rio Piedras, PR 00926
13

14 **XIV. Recording of Title:**

15
16 The appearing parties do hereby acknowledge that although this Quitclaim Deed is a valid and
17 legally binding document, it may not fulfill the requirements established by the Mortgage and
18 Registry Property Act of 1979 for the recording of titles at the Registry of Property of Puerto
19 Rico (the "Registry"). Therefore, the appearing parties agree to jointly take all actions
20 reasonably necessary in accordance with and subject to the authorities and limitations proscribed
21 by applicable Federal and Commonwealth law to cause the recordable documents to be executed,
22 filed and registered in the Registry.
23

24 The appearing parties do hereby further acknowledge and recognize that in order for these
25 parcels to exist as separate properties and be developed as intended, it may be necessary for the
26 same to be segregated and the need for necessary easements to be created for the benefit of these
27 parcels may arise. In the event that such easements are granted by the GOVERNMENT, the
28 appearing parties acknowledge that the Recordable Documents must include such transactions
29 and in a timely manner and agree to jointly take all actions reasonably necessary in accordance
30 with and subject to the authorities and limitations proscribed by applicable Federal and
31 Commonwealth law to cause the recordable documents to be executed, filed and registered in the
32 Registry.
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 Any requirement for the obligation or payment of funds by the GOVERNMENT established by
39 any provision of this Quitclaim Deed shall be subject to the availability of appropriated funds,
40 and no provision herein shall be interpreted to require an obligation or payment in violation of
41 the Anti-Deficiency Act, 31 U.S.C. Section 1341.
42

43 **The remainder of this page is intentionally left blank**

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 the day and year first written above.

UNITED STATES OF AMERICA

By: Navy BRAC PMO

By: _____
Gregory C. Preston
Real Estate Contracting Officer

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

5
6 In San Juan, Puerto Rico on this ____ day of _____, 2012.

7
8 IN WITNESS WHEREOF, the undersigned, acting pursuant to the authority vested unto him, as
9 _____, has
10 hereunto executed and accepted this Quitclaim Deed the day and year first written above.

11
12 LOCAL REDEVELOPMENT AUTHORITY
13 NAVAL STATION ROOSEVELT ROADS

14
15
16
17 By: _____
18 Jaime López-Díaz
19 Acting Executive Director

20
21 Affidavit No. _____

22
23 Acknowledged and subscribed to before me, by of legal age, married, public servant and
24 resident of San Juan, Puerto Rico in his capacity as
25 _____ who I personally know.

26
In San Juan, Puerto Rico this ____ day of _____, 2012.

Exhibit "A"

NSRR DISPOSAL MAP

SUBSTANTIALLY IN THE FORM OF

Exhibit "B"

1

LEGAL DESCRIPTIONS OF PROPERTY CONVEYED

SUBSTANTIALLY IN THE FORM OF

Exhibit "C"

ACCESS EASEMENTS

1
2

SUBSTANTIALLY IN THE FORM OF

1
2
3
4
5

Exhibit "D"

FINDING OF SUITABILITY TO TRANSFER FOR BOWLING ALLEY

SUBSTANTIALLY IN THE FORM OF

Exhibit "E"

FINDING OF SUITABILITY TO TRANSFER UNIVERSITY PARCEL

SUBSTANTIALLY IN THE FORM OF

Exhibit "F"

FINDING OF SUITABILITY TO TRANSFER FIRE STATION

SUBSTANTIALLY IN THE FORM OF

EXHIBIT G-2
FORM OF LUCs PARCEL DEED

QUITCLAIM DEED
LUC PARCEL “_”

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

11
12 **Recitals**
13

14 A. Pursuant to Section 8132 of the Department of Defense Appropriations Act for
15 Fiscal Year 2004 (Public Law No. 108-87; the “Appropriations Act”), the GOVERNMENT was
16 directed to close Naval Station Roosevelt Roads, Puerto Rico (“NSRR”) no later than six (6)
17 months after the enactment of the Appropriations Act, and to do so pursuant to the procedures
18 and authorities contained in the Defense Base Closure and Realignment Act of 1990, as amended
19 (title XXIX of Public Law No. 101-510, 10 U.S.C. § 2687 note; the “Base Closure Act”).
20

21 B. Pursuant to the power and authority provided by Section 2905(b)(4) of the Base
22 Closure Act and the implementing regulations of the Department of Defense (32 C.F.R. Part
23 174), the GOVERNMENT is authorized to convey surplus property at a closing installation to a
24 local redevelopment authority for economic development purposes.
25

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

31 D. GRANTEE, by application dated 17 December 2010 requested an “Economic
32 Development Conveyance” (“EDC”) of a portion of the surplus property comprised of
33 approximately 1370.20 acres of the former Naval Station Roosevelt Roads, Ceiba, Puerto Rico.
34

35 E. The GRANTEE’s EDC application was accepted by the GOVERNMENT on 16
36 September 2011.
37

LUC Parcel __ Deed

Page 2.

1 F. The GOVERNMENT and the GRANTEE executed an Economic Development
2 Conveyance Memorandum of Agreement on December ____, 2011 (“EDC Agreement”)
3 detailing the specifics of the transfer of property under the Government-approved EDC,
4 including the consideration to be paid by the GRANTEE to the GOVERNMENT for such
5 transfer.

6
7 G. GRANTEE hereby offers consideration in the amount set forth in the EDC
8 Agreement, plus other good and valuable consideration, to it in hand paid by GRANTEE, the
9 receipt of which is hereby acknowledged; and GOVERNMENT has granted, bargained, sold,
10 and released and by these presents does grant, bargain, sell, and release unto the said
11 GRANTEE, its successors, and assigns, all right title and interest in and to that certain parcel of
12 real property at the former NSRR and identified as LUC Parcel “__”, by the NSRR Disposal
13 Map attached hereto and made a part hereof as **Exhibit “A.”**

14
15 **NOW THEREFORE**, by the acceptance of this Quitclaim Deed or any rights hereunder,
16 the GRANTEE, for itself, its successors and assigns, agrees that the transfer of all the property
17 transferred by this Quitclaim Deed is accepted subject to the following terms, restrictions,
18 reservations, covenants, and conditions set forth below, which shall run with the land, provided
19 that the property transferred hereby may be successively transferred only with the proviso that
20 any such subsequent transferee assumes all of the obligations imposed upon the GRANTEE by
21 the provisions of this Quitclaim Deed with respect to the property being transferred.

22
23 **IN CONSIDERATION OF THE FOREGOING**, of the terms and conditions set forth
24 below and of other good and valuable consideration (the receipt and adequacy of which, as
25 consideration, the parties hereto both acknowledge), the parties hereto, intending to be legally
26 bound hereby, have agreed to, and do hereby, effectuate the conveyance set forth below.

27
28 **Conveyance Language**

29
30 GOVERNMENT does hereby, subject to any easements and encumbrances of record and
31 subject to the reservations, exceptions, notices, covenants, conditions, and restrictions expressly
32 contained herein, grant, sell, convey, remise, release, and quitclaim unto GRANTEE, its heirs,
33 successors, and its assigns, without any warranty, express or implied, as to the quantity or quality
34 of GOVERNMENT’s title (except such warranties as are specifically set forth herein, required
35 by 42 U.S.C. § 9620(h)(3), or otherwise required by law), all GOVERNMENT’s right, title, and
36 interest in that certain real property, comprising “__” acres in size (collectively,
37 “PROPERTY”), including, but not limited to the underlying estate, buildings, structures, and
38 improvements situated or installed thereon, commonly known as and referred to herein as LUC
39 Parcel “__”, more fully described on the documents attached to this Quitclaim Deed and
40 incorporated herein as **Exhibit “B”**, less and except those parcels retained by the
41 GOVERNMENT for curative environmental actions, described by **Exhibit “C”**, attached to this
42 Quitclaim Deed incorporated herein, commonly known as and referred to herein as “LIFOC
43 Parcels”.

1
2 TOGETHER WITH all and singular the ways, waters, water-courses, driveways, rights,
3 hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining,
4 and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title,
5 interest, property, claim and demand whatsoever of GOVERNMENT, in law, equity, or
6 otherwise howsoever, of, in, and to the same and every part thereof, and
7

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

14 Special Sections
15

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

22 Environmental Notices for the Property
23

24 II. Notice of Environmental Condition: Information concerning the environmental
25 condition of the PROPERTY is contained in documents known as the **Findings of Suitability to**
26 **Transfer (FOSTs)** for Sale Parcel III - Forrestal dated 2 February 2009, the Water and
27 Wastewater Treatment Plant Parcels (Parcels 4, 6, 20, and 57) dated 11 April 2011, and the
28 Science Park dated 25 October 2010, which are attached hereto and made a part hereof as
29 Exhibits "E through G" and incorporated herein by reference, and the receipt of which is
30 hereby acknowledged by the GRANTEE. An **Environmental Condition of Property (ECP)**
31 report is referenced in the FOSTs; the FOSTs and ECP reference environmental conditions on
32 the PROPERTY. Those restrictions and environmental conditions described in the FOST and
33 ECP which are applicable to the PROPERTY are contained in this Quitclaim Deed. The FOSTs
34 set forth the basis for the GOVERNMENT's determination that the PROPERTY is suitable for
35 transfer. Together, the ECP, and FOSTs contain all pertinent information currently known by
36 GOVERNMENT as to the environmental condition of the PROPERTY. GRANTEE hereby
37 acknowledges that it has been provided copies of the ECP and FOSTs. The specific
38 environmental conditions described in the FOSTs and ECP, which are applicable to the
39 PROPERTY, are contained in this Quitclaim Deed.
40

41 III. CERCLA Covenants: GRANTOR covenants and warrants, pursuant to Section
42 120(h)(3)(A)(ii)(I) and (II) of CERCLA (42 U.S.C. Section 9620(h)(3)(A)(ii)(I) and (II)), that:
43

1 1. All remedial action necessary to protect human health and the environment with respect to
2 hazardous substances remaining on the PROPERTY has been taken before the date of transfer,
3 and
4

5 2. Any additional remedial action found to be necessary after such date of transfer shall be
6 performed by the GOVERNMENT.
7

8 **IV. Reservation of Access as Required by 42 U.S.C. §9620(h)(3)(A)(iii):** GRANTEE
9 covenants that the GOVERNMENT, its officers, agents, employees, contractors and
10 subcontractors, in accordance with section 120(h)(3)(A)(iii) of CERCLA, shall have access to
11 the PROPERTY in any case in which remedial action or corrective action is found to be
12 necessary after the date of the conveyance of the PROPERTY as provided herein. GRANTEE
13 will take no action to interfere with future necessary remedial and investigative actions of the
14 GOVERNMENT. The GOVERNMENT and the GRANTEE, its heirs, successors and assigns,
15 agree to cooperate in good faith to minimize any conflict between necessary environmental
16 investigation and remediation activities and the activities of the GRANTEE, its successors and
17 assigns, and of any lessee or any sublessee of the PROPERTY, in their use and enjoyment of the
18 PROPERTY. Any inspection, survey, investigation, or other response or remedial action will, to
19 the extent practicable, be coordinated with representatives designated by GRANTEE or its heirs,
20 successors and assigns. Notwithstanding, GRANTEE acknowledges and agrees that necessary
21 GOVERNMENT remedial and investigative actions shall take priority in all cases where a
22 conflict may exist with GRANTEE's and any lessee's or sublessee's activities.
23

24 **V. Notice Of Hazardous Substance Activity in accordance with 42 U.S.C.**
25 **§9620(h)(3)(A)(i):** Exhibit "H" to this Quitclaim Deed provides information as to those
26 hazardous substances which it is known, based upon GOVERNMENT's complete search of its
27 files, were stored for one (1) year or more, or were released or disposed of on the PROPERTY.
28 The information contained in Exhibit "H" is required under 42 U.S.C. § 9620(h)(3)(A)(i), and
29 implementing EPA regulations at Title 40, Code of Federal Regulations, Part 373.
30

31 **VI. Grantee Notice Requirement Regarding Future Sale or Assignment:** In accordance
32 with that certain RCRA 7003 Administrative Order on Consent (EPA Docket No. RCRA-02-
33 2007-7301) ("Order"), and for as long as such Order is in effect, GRANTEE, on behalf of its
34 heirs, successors and assigns, covenants that it shall provide written notice to the
35 GOVERNMENT of any subsequent sale or assignment of the PROPERTY, or any portion
36 thereof, and provide contact information concerning the new owner or assignee. The following
37 is the point of contact for notice to the GOVERNMENT:
38

39 Director
40 NAVAFC BRAC Program Management Office SE
41 4130 Faber Place Drive
42 Suite 202
43 North Charleston, SC 29405

1
2 In the event GRANTEE, its successors or assigns (each hereinafter called a "Transferor")
3 conveys the PROPERTY, or any portion thereof, the Transferor shall provide to the party
4 acquiring the PROPERTY, or any portion thereof, notice of this requirement.
5

6 **VII. Lead Based Paint Hazard Disclosure and Acknowledgment:** The PROPERTY
7 contains improvements that, due to their age, are likely to have been painted with lead based
8 paint.
9

10 1. Lead from paint, paint chips, and dust can pose health hazards if not managed
11 properly. Pursuant to 40 CFR Section 745.113, the following notice is provided; "Every
12 purchaser of any interest in residential real property on which a residential dwelling was built
13 prior to 1978 is notified that such property may present exposure to lead from lead-based paint
14 that may place young children at risk of developing lead poisoning. Lead poisoning in young
15 children may produce permanent neurological damage, including learning disabilities, reduced
16 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a
17 particular risk to pregnant women. The seller of any interest in residential real property is
18 required to provide the buyer with any information on lead-based paint hazards from risk
19 assessments or inspections in the seller's possession and notify the buyer of any known lead-
20 based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is
21 recommended prior to purchase." The GRANTEE will be responsible for managing all lead-
22 based paint and potential lead-based paint in compliance with all applicable Federal, state, and
23 local laws and regulations.
24

25 2. The GRANTEE hereby acknowledges the required disclosure of the presence of
26 any known LBP and/or LBP hazards in target housing constructed prior to 1978 in accordance
27 with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d
28 (Title X). The GRANTOR agrees that it has provided to GRANTEE, and GRANTEE
29 acknowledges the receipt of, available records and reports pertaining to LBP and/or LBP hazards
30 and receipt of the Environmental Protection Agency (EPA) approved pamphlet: Renovate Right:
31 Important Lead Hazard Information for Families, Child Care Providers and Schools.
32 Furthermore, the GRANTEE acknowledges that it has read and understood the EPA pamphlet.
33

34 3. The GRANTEE covenants and agrees that, in any improvements on the
35 PROPERTY defined as target housing by Title X and constructed prior to 1978, LBP hazards
36 will be disclosed to potential occupants in accordance with Title X before use of such
37 improvements as a residential dwelling (as defined in Title X). Further, the GRANTEE
38 covenants and agrees that it shall, or it shall require future transferees of the PROPERTY to,
39 abate LBP hazards in any applicable target housing in accordance with the requirements of Title
40 X, to the extent applicable, before re-occupancy of the residential dwelling, in accordance with
41 applicable laws. "Target housing" means any housing constructed prior to 1978, except housing
42 for the elderly or persons with disabilities (unless any child who is less than six (6) years of age
43 resides, or is expected to reside, in such housing) or any zero-bedroom dwelling.

1
2 4. The GRANTEE acknowledges that the GRANTOR assumes no liability for costs
3 or any damages for personal injury, illness, disability, or death to the GRANTEE, or to any other
4 person, including members of the general public, arising from or incident to the purchase,
5 transportation, removal, handling, use, disposition, or other activity causing or leading to contact
6 of any kind whatsoever with LBP on the PROPERTY, arising after the conveyance of the
7 PROPERTY from the GRANTOR to the GRANTEE, whether the GRANTEE has properly
8 warned, or failed to properly warn, the persons injured.
9

10 5. Upon execution of this Quitclaim Deed, the GRANTEE covenants and agrees that
11 it shall, and it shall require future transferees of the PROPERTY to, be responsible at its own
12 cost and expense for the maintenance and management of LBP and LBP hazards located in the
13 improvements on the PROPERTY, and the GRANTEE shall comply with Title X and all
14 applicable Federal, state, and local laws relating to LBP.
15

16 **VIII. Asbestos-Containing Materials Hazard Disclosure and Acknowledgment:**
17 GRANTEE hereby acknowledges that asbestos containing materials (ACM) remain in buildings
18 on the PROPERTY and agrees to manage any and all remaining ACM in accordance with
19 applicable laws and regulations.
20

21 1. GRANTOR covenants that it has provided to the GRANTEE all documentation in
22 its possession regarding the presence of any known ACM, and the GRANTEE acknowledges
23 receipt of documentation disclosing the presence of any known ACM in the buildings and
24 structures on the PROPERTY. The GRANTEE covenants that it will, and it will require future
25 transferees of the PROPERTY to, prohibit use or occupancy of buildings and structures, or
26 portions thereof, containing known friable and accessible, or damaged ACM prior to abatement
27 of the friable and accessible, or damaged ACM or demolition of the building or structure, to the
28 extent required by applicable law.
29

30 2. The GRANTEE covenants and agrees that it shall require, and it shall require
31 future transferees of the PROPERTY, in its use and occupancy of the PROPERTY, including but
32 not limited to demolition of buildings containing ACM, to comply with all applicable Federal,
33 State and local laws relating to ACM. The GRANTEE acknowledges that the GRANTOR
34 assumes no liability for costs or any damages for personal injury, illness, disability, or death to
35 the GRANTEE, or to any other person, including members of the general public, arising from or
36 incident to the purchase, transportation, removal, handling, use, disposition, or activity causing
37 or leading to contact of any kind whatsoever with ACM in the improvements on the
38 PROPERTY, arising after the conveyance of the PROPERTY from the GRANTOR to the
39 GRANTEE, whether the GRANTEE has properly warned, or failed to properly warn the persons
40 injured.
41

42 3. The GRANTEE covenants and agrees that it shall, and it shall require future
43 transferees of the PROPERTY, upon demolition of the improvements located on the

1 PROPERTY, remove all ACM in accordance with the EPA National Emission Standard for
2 Hazardous Air Pollutants (NESHAP), 40 C.F.R. Section 61, Subpart M and applicable state laws
3 and regulations.

4
5 **IX. Presence of PCBs:** GRANTEE acknowledges that fluorescent light fixture ballasts
6 located within improvements on the PROPERTY may contain PCBs. Prior to beginning any
7 maintenance, alterations, demolition, restoration, or construction work affecting improvements,
8 GRANTEE must determine if PCB ballasts are present. If present, PCB ballasts and/or fixtures
9 must be disposed of properly at GRANTEE's expense, in accordance with all applicable Federal,
10 State and local laws and regulations.

11
12 **X. Covenant and Restriction regarding Non-residential Use, SWMUs 10, 13, 17, 18, 25,**
13 **30, 39, 46 and AOC C:** GRANTEE hereby covenants, on behalf of itself, its successors, and its
14 assigns, that no permanent residences shall be constructed or otherwise developed on Solid
15 Waste Management Units (SWMUs) identified as 10, 13, 17, 18, 25, 30, 39, 46 and Area of
16 Concern (AOC) C, as described in **Exhibit "I"**, attached hereto and incorporated herein, and that
17 no portion of SWMUs 10, 13, 17, 18, 25, 30, 39, 46 and AOC C shall be used as a permanent
18 residence. [Furthermore, soils, foundations, paving, or underground utilities shall not be
19 removed from the boundaries of these SWMUs and AOC, as described in **Exhibit "I"**, unless
20 specifically authorized by the U.S. Environmental Protection Agency (EPA).] GRANTEE
21 hereby covenants, on behalf of itself, its successors, and its assigns, that no permanent residences
22 shall be constructed or otherwise developed within Area of Concern (AOC) A, until the interior
23 of the building is further remediated or the structure is demolished and disposed of properly.

24
25 **XI. Covenant and Restriction regarding Excavation Prohibited, SWMU 25:** GRANTEE
26 hereby covenants, on behalf of itself, its successors, and its assigns, that excavation, drilling, or
27 other disturbance or removal of soils in the areas identified as Solid Waste Management Unit
28 (SWMU) 25 as described in **Exhibit "I"**, attached hereto and incorporated herein, shall be
29 prohibited.

30
31 **XII. Covenant and Restriction regarding Groundwater, SWMU 30:** GRANTEE hereby
32 covenants, on behalf of itself, its successors, and its assigns, that installation of any groundwater
33 extraction wells or the use of any groundwater drawn from the property identified as Solid Waste
34 Management Unit (SWMU) 30 as described in **Exhibit "I"**, attached hereto and incorporated
35 herein, shall be prohibited. Before construction of any improvements on this Parcel, the potential
36 for vapor intrusion from groundwater and possible resulting impacts to indoor air quality shall be
37 considered and, as needed, addressed during building design and construction.

38
39 **XIII. Covenant and Restriction regarding Remedial Systems Non-interference Controls:**
40 GRANTEE covenants that it shall not undertake and shall require its lessees and licensees to not
41 undertake any activity on the PROPERTY which would interfere with the ready use or
42 effectiveness of, or otherwise cause any damage to, all existing and any future groundwater
43 monitoring or extraction wells or remedial systems (including pumps, wells, piping, utilities and

1 associated appurtenances) installed by the GOVERNMENT on the PROPERTY, provided
2 GOVERNMENT provides written notice to GRANTEE of their existence and location thereof,
3 until such wells or systems are no longer needed for environmental investigation and/or
4 remediation, as reasonably determined by GOVERNMENT with the concurrence of EPA. Such
5 wells or remedial systems and their associated appurtenances shall be decommissioned, closed or
6 removed by GOVERNMENT in accordance with applicable Federal, State and local laws at
7 GOVERNMENT's expense.

8
9 **XIV. Covenant and Restriction regarding Annual Inspections:** GRANTEE covenants that
10 it or its designee shall perform annual inspections of the PROPERTY to ensure that all land use
11 controls, as hereinafter set forth, are being complied with and provide a written certification to
12 the GOVERNMENT certifying such compliance, for as long as land use controls are required on
13 the PROPERTY. Such annual certifications shall be provided using the form attached hereto as
14 **Exhibit "J"** or similar form as may later be approved by EPA.

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

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

36
37 **XVII. Development, Improvement or Maintenance of Land Restricted by Environmental**
38 **Conditions, Covenants or Land Use Controls:** In the event the GRANTEE, its successors and
39 assigns desires to develop, improve, use, or maintain the PROPERTY in a manner that is
40 restricted or prohibited by the Environmental Conditions, Covenants or Land Use Controls
41 contained within this Quitclaim Deed, the GRANTEE, its successors and assigns shall provide
42 the GOVERNMENT with a written request seeking approval for the requested activity.
43 GOVERNMENT shall respond to these written requests promptly and in good faith PROVIDED

1 the request includes both a full description of the proposed work, including but not limited to the
2 actual work plan maps, drawings and specifications, AND documentation from EPA is furnished
3 indicating that EPA has reviewed the proposed development, improvement, or maintenance
4 activity and does not object thereto.

5
6 **XVIII. Non-interference with Navigable Airspace:** The GRANTEE covenants for itself,
7 successors, and assigns, and every successor in interest to the property herein described, or any
8 part thereof, that any construction or alteration is prohibited unless a determination of no hazard
9 to air navigation is issued by the Federal Aviation Administration in accordance with Title 14,
10 Code of Federal Regulation, Part 77, entitled "Objects Affecting Navigable Airspace", or under
11 the Authority of the Federal Aviation Act of 1958, as amended.

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

18
19 **GENERAL PROVISIONS**
20

21 **XX. Conveyance is "As Is – Where Is":** Except as expressly provided in this Quitclaim
22 Deed or as otherwise required by law, the PROPERTY is being conveyed "AS IS" and "WHERE
23 IS," without representation, warranty, or guaranty as to quality, quantity, character, condition,
24 size, kind, or fitness for a particular purpose.

25
26 **XXI. Covenant regarding Non-Discrimination:** GRANTEE covenants for itself, its
27 successors, and assigns and every successor in interest to the PROPERTY, or any part thereof,
28 that GRANTEE and such heirs, successors, and assigns shall not discriminate upon the basis of
29 race, color, religion, disability, or national origin in the use, occupancy, sale, or lease of the
30 PROPERTY, or in their employment practices conducted thereon. This covenant shall not apply
31 however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it
32 apply with respect to PROPERTY used primarily for religious purposes. The United States of
33 America shall be deemed a beneficiary of this covenant without regard to whether it remains the
34 owner of any land or interest therein in the locality of the PROPERTY hereby conveyed and
35 shall have the sole right to enforce this covenant in any court of competent jurisdiction.

36
37 **XXII. General Notice Provision:** To facilitate such future cooperation, the following points of
38 contact have been designated by the GOVERNMENT, GRANTEE, United States Environmental
39 Protection Agency (USEPA) and Puerto Rico Environmental Quality Board (PREQB):

40
41 **GOVERNMENT:** Director
42 NAVFAC BRAC Program Management Office Southeast
43 4130 Faber Place Drive

Suite 202
North Charleston, SC 29405

GRANTEE: Executive Director
Local Redevelopment Authority for Naval Station Roosevelt Roads
The New San Juan Office Building
159 Chardon Avenue, 2nd Floor
Hato Rey, PR 00918

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

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

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

XXIII. Recording of Title:

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

The appearing parties do hereby further acknowledge and recognize that in order for these parcels to exist as separate properties and be developed as intended, it may be necessary for the same to be segregated and the need for necessary easements to be created for the benefit of these parcels may arise. In the event that such easements are granted by the GOVERNMENT, the appearing parties acknowledge that the Recordable Documents must include such transactions and in a timely manner and agree to jointly take all actions reasonably necessary in accordance

1 with and subject to the authorities and limitations proscribed by applicable Federal and
2 Commonwealth law to cause the recordable documents to be executed, filed and registered in the
3 Registry.
4

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

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

14 **The remainder of this page is intentionally left blank**
15

SUBSTANTIALLY IN THE FOLD

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 the day and year first written above.

UNITED STATES OF AMERICA

By: Navy BRAC PMO

By: _____
Gregory C. Preston
Real Estate Contracting Officer

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 ____ day of _____, 2012.

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

LOCAL REDEVELOPMENT AUTHORITY
NAVAL STATION ROOSEVELT ROADS

By: _____
Jaime López-Díaz
Acting Executive Director

Affidavit No. _____

Acknowledged and subscribed to before me, by of legal age, married, public servant and resident of San Juan, Puerto Rico in his capacity as _____ who I personally know.

In San Juan, Puerto Rico this ____ day of _____, 2012.

Exhibit "A"

NSRR DISPOSAL MAP

1
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6

SUBSTANTIALLY IN THE FORM OF

1
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Exhibit "B"

LEGAL DESCRIPTIONS OF PROPERTY CONVEYED

SUBSTANTIALLY IN THE FORM OF

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Exhibit "C"

LEGAL DESCRIPTIONS OF LIFOC PARCELS

SUBSTANTIALLY IN THE FORM OF

Exhibit "D"

ACCESS EASEMENTS

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3
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5

SUBSTANTIALLY IN THE FORM OF

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7

Exhibit "E"

FINDING OF SUITABILITY TO TRANSFER, SALE PARCEL II - FORRESTAL

SUBSTANTIALLY IN THE FORM OF

Exhibit "F"

**FINDING OF SUITABILITY TO TRANSFER, WATER AND WASTEWATER
TREATMENT PLANTS**

SUBSTANTIALLY IN THE FORM OF

1
2
3
4

Exhibit "G"

FINDING OF SUITABILITY TO TRANSFER SCIENCE PARK PARCEL

SUBSTANTIALLY IN THE POWER OF

Exhibit "H"

NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

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2
3
4

SUBSTANTIALLY IN THE FORM OF

1
2
3
4

Exhibit "I"

LAND USE CONTROL MAPS

SUBSTANTIALLY IN THE
FORM OF

Exhibit "J"

ANNUAL LAND USE CONTROL (LUC) COMPLIANCE CERTIFICATION FORM

SUBSTANTIALLY IN THE FORM OF

EXHIBIT G-3
FORM OF CDR PARCEL DEED

1 the specifics of the transfer of property under the Government-approved EDC, including the
2 consideration to be paid by the GRANTEE to the GOVERNMENT for such transfer.

3
4 G. GRANTEE hereby offers consideration in the amount set forth in the EDC
5 Agreement, plus other good and valuable consideration, to it in hand paid by GRANTEE, the
6 receipt of which is hereby acknowledged; and GOVERNMENT has granted, bargained, sold,
7 and released and by these presents does grant, bargain, sell, and release unto the said
8 GRANTEE, its successors, and assigns, all right title and interest in and to that certain parcel of
9 real property at the former NSRR and identified as CDR Parcel “__”, by the NSRR Disposal
10 Map attached hereto and made a part hereof as **Exhibit “A.”**

11
12 **NOW THEREFORE**, by the acceptance of this Quitclaim Deed of any rights hereunder,
13 the GRANTEE, for itself, its successors and assigns, agrees that the transfer of all the property
14 transferred by this Quitclaim Deed is accepted subject to the following terms, restrictions,
15 reservations, covenants, and conditions set forth below, which shall run with the land, provided
16 that the property transferred hereby may be successively transferred only with the proviso that
17 any such subsequent transferee assumes all of the obligations imposed upon the GRANTEE by
18 the provisions of this Quitclaim Deed with respect to the property being transferred.

19
20 **IN CONSIDERATION OF THE FOREGOING**, of the terms and conditions set forth
21 below and of other good and valuable consideration (the receipt and adequacy of which, as
22 consideration, the parties hereto both acknowledge); the parties hereto, intending to be legally
23 bound hereby, have agreed to, and do hereby, effectuate the conveyance set forth below.

24
25 **Conveyance Language**

26
27 GOVERNMENT does hereby, subject to any easements and encumbrances of record and
28 subject to the reservations, exceptions, notices, covenants, conditions, and restrictions expressly
29 contained herein, grant, sell, convey, remise, release, and quitclaim unto GRANTEE, its heirs,
30 successors, and its assigns, without any warranty express or implied as to the quantity or quality
31 of GOVERNMENT’s title (except such warranties as are specifically set forth herein, required
32 by 42 U.S.C. § 9620(h)(3), or otherwise required by law), all GOVERNMENT’s right, title, and
33 interest in that certain real property, comprising “__” acres in size (collectively,
34 “PROPERTY”), including, but not limited to the underlying estate, buildings, structures, and
35 improvements, situated or installed thereon two parcels of land of approximately 134.872 acres of
36 land, commonly known as and referred to herein as CDR Parcel “__”, more fully described on
37 the documents attached to this Quitclaim Deed and incorporated herein as **Exhibit “B”**,
38 incorporated herein.

39
40 **TOGETHER WITH** all and singular the ways, waters, water-courses, driveways, rights,
41 hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining,
42 and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title,
43 interest, property, claim and demand whatsoever of GOVERNMENT, in law, equity, or

1 otherwise howsoever, of, in, and to the same and every part thereof, and

2
3 TO HAVE AND TO HOLD the said lots or pieces of ground above described, the
4 hereditaments and premises hereby granted, or mentioned and intended so to be, with the
5 appurtenances, unto the said GRANTEE, its heirs, its successors, and its assigns, and subject to
6 the reservations, restrictions, and conditions set forth in this instrument, to and for the only
7 proper use and behalf of the said GRANTEE, its heirs, its successors, and its assigns forever.

8
9 **Special Sections**

10
11 **I. Access Easements:** GRANTEE, upon acceptance of the PROPERTY, shall enjoy the
12 right and use of, and GRANTOR hereby assigns to GRANTEE, GRANTEE's interest in that
13 certain non-exclusive easement(s) constituted by public deed number five hundred, seventy-five
14 (575), executed on October 8th, 2010 for the benefit of the GOVERNMENT, its successors, and
15 assigns, all as illustrated by **Exhibit "C"**.

16
17 **Special Environmental Notices for Early Transfer Property**

18
19 **II. Notice of Environmental Condition:** Information concerning the environmental
20 condition of the PROPERTY is contained in the document known as the **Finding of Suitability**
21 **for Transfer (FOST)** dated 05 January 2009, which is attached hereto and made a part hereof as
22 **Exhibit "D"** and incorporated herein by reference, and the receipt of which is hereby
23 acknowledged by the GRANTEE. An **Environmental Condition of Property (ECP)** report is
24 referenced in the FOST; the FOST and ECP reference environmental conditions on the
25 PROPERTY and on other property not subject to this Quitclaim Deed. Those restrictions and
26 environmental conditions described in the FOST and ECP which are applicable to the
27 PROPERTY are contained in this Quitclaim Deed. The FOST sets forth the basis for the
28 GOVERNMENT's determination that the PROPERTY is suitable for transfer. GRANTEE has
29 been advised that GOVERNMENT has not completed all those environmental investigations and
30 remedial actions on the PROPERTY necessary for GOVERNMENT to provide to GRANTEE,
31 the deed covenant required by section 120(h)(3)(A)(ii)(I) of the Comprehensive Environmental
32 Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9620(h)(3)(A)(ii)(I).
33 However, Section 120(h)(3)(C) of CERCLA, 42 U.S.C. § 9620(h)(3)(C), authorizes the early
34 transfer of contaminated federal real property with State Governor approval, in advance of
35 providing that covenant provided the requirements of CERCLA Section 120(h)(3)(C) are
36 satisfied. GOVERNMENT executed a **Covenant Deferral Request ("CDR")**, in the form
37 attached hereto as **Exhibit "E"** to facilitate the approval by the Governor of the Commonwealth
38 of Puerto Rico of such early transfer, and such approval has been received and is attached hereto
39 as **Exhibit "F"**. Together, the ECP, CDR and FOST contain all pertinent information currently
40 known by GOVERNMENT as to the environmental condition of the PROPERTY. GRANTEE
41 hereby acknowledges that it has been provided copies of the CDR and FOST as well as the ECP.
42 The specific environmental conditions and land use controls described in the FOST, CDR and
43 ECP, which are applicable to the PROPERTY, are contained in this Quitclaim Deed.

1 **III. Representation, Warranty, and Covenant required by 42 U.S.C.**
2 **§ 9620(h)(3)(A)(ii)(II)**: GOVERNMENT covenants and warrants in accordance with Section
3 120(h)(3)(A)(ii)(II) of CERCLA, 42 U.S.C. § 9620(h)(3)(A)(ii)(I), that any additional remedial
4 action found to be necessary after the date of this transfer shall be conducted by the United
5 States.

6
7 The GOVERNMENT hereby provides assurance that it shall take all necessary response actions
8 on the PROPERTY, provided that under Section 120(h) of CERCLA, the GOVERNMENT's
9 requirement to take such response actions shall not apply in any case in which the person or
10 entity to whom the PROPERTY is transferred is a potentially responsible party with respect to
11 the PROPERTY. GOVERNMENT identified a schedule for investigation and completion of all
12 necessary response actions as approved by the U.S. Environmental Protection Agency ("EPA");
13 such schedule is attached as **Exhibit "G"** to this Quitclaim Deed. The timing of completion of
14 all such response actions is subject to future Congressional authorizations and appropriations.

15
16 The GOVERNMENT hereby provides assurance that it shall submit annually through
17 established channels, appropriate budget requests to the Director of the Office of Management
18 and Budget, with a copy to GRANTEE, that fully addresses the work completion schedule
19 agreed upon, as set forth in **Exhibit "G"**, but not already funded, for the completion of all
20 necessary response actions, subject to future Congressional authorizations and appropriations.

21
22 Upon completion of all response actions necessary to protect human health and the environment
23 with respect to any hazardous substance remaining on the PROPERTY on the date of transfer,
24 GOVERNMENT shall execute and deliver to GRANTEE or its successors or assigns that then
25 own the PROPERTY, or the applicable portion thereof, an appropriate document, in recordable
26 form, warranting that all such response actions have been taken. GOVERNMENT may provide
27 such warranty when remedial systems are determined to be operating properly and successfully
28 as provided in CERCLA section 120(h)(3)(B).

29
30 **IV. Reservation of Access as Required by 42 U.S.C. §9620(h)(3)(A)(iii)**: GRANTEE
31 covenants that the GOVERNMENT, its officers, agents, employees, contractors and
32 subcontractors, in accordance with section 120(h) of CERCLA, shall have access to the
33 PROPERTY in any case in which remedial action or corrective action is found to be necessary
34 after the date of the conveyance of the PROPERTY as provided herein. GRANTEE will take no
35 action to interfere with future necessary remedial and investigative actions of the
36 GOVERNMENT. The GOVERNMENT and the GRANTEE, its heirs, successors and assigns,
37 agree to cooperate in good faith to minimize any conflict between necessary environmental
38 investigation and remediation activities and the activities of the GRANTEE, its successors and
39 assigns, and of any lessee or any sublessee of the PROPERTY, in their use and enjoyment of the
40 PROPERTY. Any inspection, survey, investigation, or other response or remedial action will, to
41 the extent practicable, be coordinated with representatives designated by GRANTEE or its heirs,
42 successors and assigns. Notwithstanding, GRANTEE acknowledges and agrees that necessary

1 GOVERNMENT remedial and investigative actions shall take priority in all cases where a
2 conflict may exist with GRANTEE's and any lessee's or sublessee's activities.

3 **V. Notice Of Hazardous Substance Activity in accordance with 42 U.S.C.**
4 **§9620(h)(3)(A)(i): Exhibit "H"** to this Quitclaim Deed provides information as to those
5 hazardous substances which it is known, based upon GOVERNMENT's complete search, of its
6 files, were stored for one (1) year or more, or were released or disposed of on the PROPERTY.
7 The information contained in **Exhibit "H"** is required under 42 U.S.C. § 9620(h)(3)(A)(i), and
8 implementing EPA regulations at Title 40, Code of Federal Regulations, Part 373.

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

17
18 Director
19 NAVAFC BRAC Program Management Office, SE
20 4130 Faber Place Drive
21 Suite 202
22 North Charleston, SC 29405

23
24 In the event GRANTEE, its successors or assigns (each hereinafter called a "Transferor")
25 conveys the PROPERTY, or any portion thereof, the Transferor shall provide to the party
26 acquiring the PROPERTY, or any portion thereof, notice of this requirement.

27
28 **VI. Lead Based Paint Hazard Disclosure and Acknowledgment:** The PROPERTY
29 contains improvements that, due to their age, are likely to have been painted with lead based
30 paint.

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

1 recommended prior to purchase.” The GRANTEE will be responsible for managing all lead-
2 based paint and potential lead-based paint in compliance with all applicable Federal, state, and
3 local laws and regulations.

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

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

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

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

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

1
2 1. GRANTOR covenants that it has provided to the GRANTEE all documentation in
3 its possession regarding the presence of any known ACM, and the GRANTEE acknowledges
4 receipt of documentation disclosing the presence of any known ACM in the buildings and
5 structures on the PROPERTY. The GRANTEE covenants that it will, and it will require future
6 transferees of the PROPERTY to, prohibit use or occupancy of buildings and structures, or
7 portions thereof, containing known friable and accessible, or damaged ACM prior to abatement
8 of the friable and accessible, or damaged ACM or demolition of the building or structure, to the
9 extent required by applicable law.

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

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

28
29 **VIII. Presence of PCBs:** GRANTEE acknowledges that fluorescent light fixture ballasts
30 located within improvements on the PROPERTY may contain PCBs. Prior to beginning any
31 maintenance, alterations, demolition, restoration, or construction work affecting improvements,
32 GRANTEE must determine if PCB ballasts are present. If present, PCB ballasts and/or fixtures
33 must be disposed of properly at GRANTEE's expense, in accordance with all applicable Federal,
34 State, and local laws and regulations.

35
36 **IX. Covenant and Restriction regarding Non-residential Use, SWMUs 7/8, 23, 55, 74,**
37 **and 75, and AOC F 1995:** GRANTEE hereby covenants, on behalf of itself, its successors, and
38 its assigns, that no permanent residences shall be constructed or otherwise developed on Solid
39 Waste Management Units (SWMUs) identified as **7/8, 23, 55, 74, and 75, and Area of Concern**
40 **(AOC) F 1995**, as described in **Exhibit "J"**. [Furthermore, soils, foundations, paving, or
41 underground utilities shall not be removed from the boundaries of these SWMUs and AOC, as
42 described in **Exhibit "J"**, unless specifically authorized by the U.S. Department of
43 Environmental Protection (EPA).]

1
2 **X. Covenant and Restriction regarding Excavation Prohibited, SWMUs 7/8, 55, 74,**
3 **and 75, and AOC F 1995:** GRANTEE hereby covenants, on behalf of itself, its successors, and
4 its assigns, that excavation, drilling, or other disturbance or removal of soils or sediments or
5 other invasive activities in the areas identified as Solid Waste Management Units (SWMUs) 7/8,
6 **55, 74, and 75, and Area of Concern (AOC) F 1995** as described in **Exhibit "J"**, attached
7 hereto and incorporated herein, shall be prohibited.

8
9 **XI. Covenant and Restriction regarding Groundwater, SWMU 7/8, 55, 74, and 75, and**
10 **AOC F 1995:** GRANTEE hereby covenants, on behalf of itself, its successors, and its assigns,
11 that installation of any groundwater extraction wells or the use of any groundwater drawn from
12 the property identified as Solid Waste Management Unit (SWMU) 7/8, 55, 74, and 75, and
13 **AOC F 1995** as described in **Exhibit "J"**, attached hereto and incorporated herein, shall be
14 prohibited. Before constructing any improvements on this Parcel, the potential for vapor
15 intrusion from groundwater and possible resulting impacts to indoor air quality shall be
16 considered and, as needed, addressed during building design and construction.

17
18 **XII. Covenant and Restriction regarding Restriction on Access to the Interior, SWMU**
19 **75:** GRANTEE hereby covenants, on behalf of itself, its successors, and its assigns, that access
20 to the interior of Building 803 within the area identified as Solid Waste Management Unit
21 (SWMU) 75 as described in **Exhibit "J"**, attached hereto and incorporated herein, shall be
22 prohibited unless specifically authorized by the U.S. Environmental Protection Agency (EPA).

23
24 **XIII. Covenant and Restriction regarding Remedial Systems Non-interference Controls:**
25 GRANTEE covenants that it shall not undertake and shall require its lessees and licensees to not
26 undertake any activity on the PROPERTY which would interfere with the ready use or
27 effectiveness of, or otherwise cause any damage to, all existing and any future groundwater
28 monitoring or extraction wells or remedial systems (including pumps, wells, piping, utilities and
29 associated appurtenances) installed by the GOVERNMENT on the PROPERTY, provided
30 GOVERNMENT provides written notice to GRANTEE of their existence and location thereof,
31 until such wells or systems are no longer needed for environmental investigation and/or
32 remediation, as reasonably determined by GOVERNMENT with the concurrence of EPA. Such
33 wells or remedial systems and their associated appurtenances shall be decommissioned, closed or
34 removed by GOVERNMENT in accordance with applicable Federal, State and local laws at
35 GOVERNMENT's expense.

36
37 **XIV. Covenant and Restriction regarding Annual Inspections:** GRANTEE covenants that
38 it or its designee shall perform annual inspections of the PROPERTY to ensure that all land use
39 controls, as hereinafter set forth, are being complied with and provide a written certification to
40 the GOVERNMENT certifying such compliance, for as long as land use controls are required on
41 the PROPERTY. Such annual certifications shall be provided using the form attached hereto as
42 **Exhibit "K"** or similar form as may later be approved by EPA.

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

11
12 **XVII. Release of Environmental Conditions and/or Grantee Covenants:** GOVERNMENT
13 shall consider a request to release the environmental conditions and GRANTEE covenants
14 related to the PROPERTY only with EPA concurrence. GOVERNMENT shall respond
15 promptly and in good faith to any written request by the GRANTEE, its successors or assigns
16 that the GOVERNMENT extinguish, release or otherwise modify any of the environmental
17 conditions or GRANTEE covenants because of full satisfaction of the essential purposes thereof,
18 or achievement of remedial goals. Any such request must include a letter from EPA, or other
19 suitable documentation from EPA, stating that site rehabilitation with respect to environmental
20 conditions on the PROPERTY has been achieved and no further remedial action is required.

21
22 **XVIII. Development, Improvement or Maintenance of Land Restricted by Environmental**
23 **Conditions, Covenants or Land Use Controls:** In the event the GRANTEE, its successors and
24 assigns desires to develop, improve, use, or maintain the PROPERTY in a manner that is
25 restricted or prohibited by the Environmental Conditions, Covenants or Land Use Controls
26 contained within this Quitclaim Deed, the GRANTEE, its successors and assigns shall provide
27 the GOVERNMENT with a written request seeking approval for the requested activity.
28 GOVERNMENT shall respond to these written requests promptly and in good faith PROVIDED
29 the request includes both a full description of the proposed work, including but not limited to the
30 actual work plan maps, drawings and specifications, AND documentation from EPA is furnished
31 indicating that EPA has reviewed the proposed development, improvement, or maintenance
32 activity and does not object thereto.

33
34 **XIX. Non-interference with Navigable Airspace:** The GRANTEE covenants for itself,
35 successors, and assigns, and every successor in interest to the property herein described, or any
36 part thereof, that any construction or alteration is prohibited unless a determination of no hazard
37 to air navigation is issued by the Federal Aviation Administration in accordance with Title 14,
38 Code of Federal Regulation, Part 77, entitled "Objects Affecting Navigable Airspace", or under
39 the Authority of the Federal Aviation Act of 1958, as amended.

40
41 **XX. Protection of Archeological Resources:** The GRANTEE shall monitor for
42 archeological artifacts during its construction activities and shall take appropriate action should
43 any artifacts be discovered in accordance with the Memorandum of Agreement between the

1 United States Navy and the Puerto Rico Historic Preservation Officer concerning the disposal of
2 Naval Activity Puerto Rico executed September 28, 2011.

3
4 **GENERAL PROVISIONS**

5
6 **XXIII. Conveyance is “As Is – Where Is”:** Except as expressly provided in this Quitclaim
7 Deed or as otherwise required by law, the PROPERTY is being conveyed “AS IS” and “WHERE
8 IS,” without representation, warranty, or guaranty as to quality, quantity, character, condition,
9 size, kind, or fitness for a particular purpose.

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

21
22 **XXV. General Notice Provision:** To facilitate such future cooperation, the following
23 points of contact have been designated by the GOVERNMENT, GRANTEE, United States
24 Environmental Protection Agency (USEPA) and Puerto Rico Environmental Quality Board
25 (PREQB):

26
27 **GOVERNMENT:** Director
28 NAVFAC BRAC Program Management Office Southeast
29 4130 Faber Place Drive, Suite 202
30 North Charleston, SC 29405

31
32 **GRANTEE:** Executive Director
33 Local Redevelopment Authority for Naval Station Roosevelt Roads
34 The New San Juan Office Building
35 159 Chardon Avenue, 2nd Floor
36 Hato Rey, PR 00918

37
38 **With a copy to:** Kutak Rock LLP
39 1101 Connecticut Avenue, NW
40 Suite 1000
41 Washington, DC 20036
42 Attention: George Schlossberg, Esq.
43

1 USEPA: U.S. Environmental Protection Agency
2 Region 2
3 290 Broadway - 22nd Floor
4 New York, NY 10007-1866

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

12
13 **XXV. Recording of Title:** The appearing parties do hereby acknowledge that although this
14 Quitclaim Deed is a valid and legally binding document, it may not fulfill the requirements
15 established by the Mortgage and Registry Property Act of 1979 for the recording of titles at the
16 Registry of Property of Puerto Rico (the "Registry"). Therefore, the appearing parties agree to
17 jointly take all actions reasonably necessary in accordance with and subject to the authorities and
18 limitations proscribed by applicable Federal and Commonwealth law to cause the recordable
19 documents to be executed, filed and registered in the Registry.

20
21 The appearing parties do hereby further acknowledge and recognize that in order for these
22 parcels to exist as separate properties and be developed as intended, it may be necessary for the
23 same to be segregated and the need for necessary easements to be created for the benefit of these
24 parcels may arise. In the event that such easements are granted by the GOVERNMENT, the
25 appearing parties acknowledge that the Recordable Documents must include such transactions
26 and in a timely manner and agree to jointly take all actions reasonably necessary in accordance
27 with and subject to the authorities and limitations proscribed by applicable Federal and
28 Commonwealth law to cause the recordable documents to be executed, filed and registered in the
29 Registry.

30
31 Notwithstanding the foregoing, it is the intent of the appearing parties that immediately upon
32 execution of this Quitclaim Deed, as it appears herein, all right, title and interest in the
33 PROPERTY shall have conveyed to the GRANTEE.

34
35 Any requirement for the obligation or payment of funds by the GOVERNMENT established by
36 any provision of this Quitclaim Deed shall be subject to the availability of appropriated funds,
37 and no provision herein shall be interpreted to require an obligation or payment in violation of
38 the Anti-Deficiency Act, 31 U.S.C. Section 1341.

39
40 **The remainder of this page is intentionally left blank**

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 the day and year first written above.

UNITED STATES OF AMERICA

By: Navy BRAC PMO

By: _____
Gregory C. Preston
Real Estate Contracting Officer

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 ____ day of _____, 2012.

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

LOCAL REDEVELOPMENT AUTHORITY
NAVAL STATION ROOSEVELT ROADS

By: _____
Jaime López-Díaz
Acting Executive Director

Affidavit No. _____

Acknowledged and subscribed to before me, by of legal age, married, public servant and resident of San Juan, Puerto Rico in his capacity as _____ who I personally know.

In San Juan, Puerto Rico this ____ day of _____, 2012.

Exhibit "A"

NSRR DISPOSAL MAP

1

2

SUBSTANTIALLY IN THE FORM OF

Exhibit "B"

1

LEGAL DESCRIPTIONS OF PROPERTY CONVEYED

SUBSTANTIALLY IN THE FORM OF

Exhibit "C"

ACCESS EASEMENTS

1
2
3
4
5

SUBSTANTIALLY IN THE FORM OF

Exhibit "D"

FINDING OF SUITABILITY TO TRANSFER PORT PBC PARCELS

SUBSTANTIALLY IN THE FORM OF

1
2
3
4

Exhibit "E"

GOVERNMENT'S COVENANT DEFERRAL REQUEST

SUBSTANTIALLY IN THE FORM OF

Exhibit "F"

GOVERNOR'S APPROVAL of GOVERNMENT'S COVENANT DEFERRAL REQUEST

SUBSTANTIALLY IN THE POWER OF

Exhibit "G"

GOVERNMENT SCHEDULE INVESTIGATION AND COMPLETION OF
NECESSARY RESPONSE ACTIONS AS APPROVED BY EPA

SUBSTANTIALLY IN THE FORM OF

Exhibit "H"

HAZARDOUS SUBSTANCE NOTICE

SUBSTANTIALLY IN THE FORM OF

Exhibit "J"

**DESCRIPTION AND LOCATION OF SOLID WASTE MANAGEMENT UNITS AND
AREA OF CONCERN**

SUBSTANTIALLY IN THE FORM OF

Exhibit "K"

1

ANNUAL LAND USE CONTROL (LUC) COMPLIANCE CERTIFICATION

SUBSTANTIALLY IN THE FORM OF

EXHIBIT H
PRELIMINARY TITLE REPORT

None.

EXHIBIT I-1

AREA FOR LRA 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, Bahia 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 Daguo, 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-----

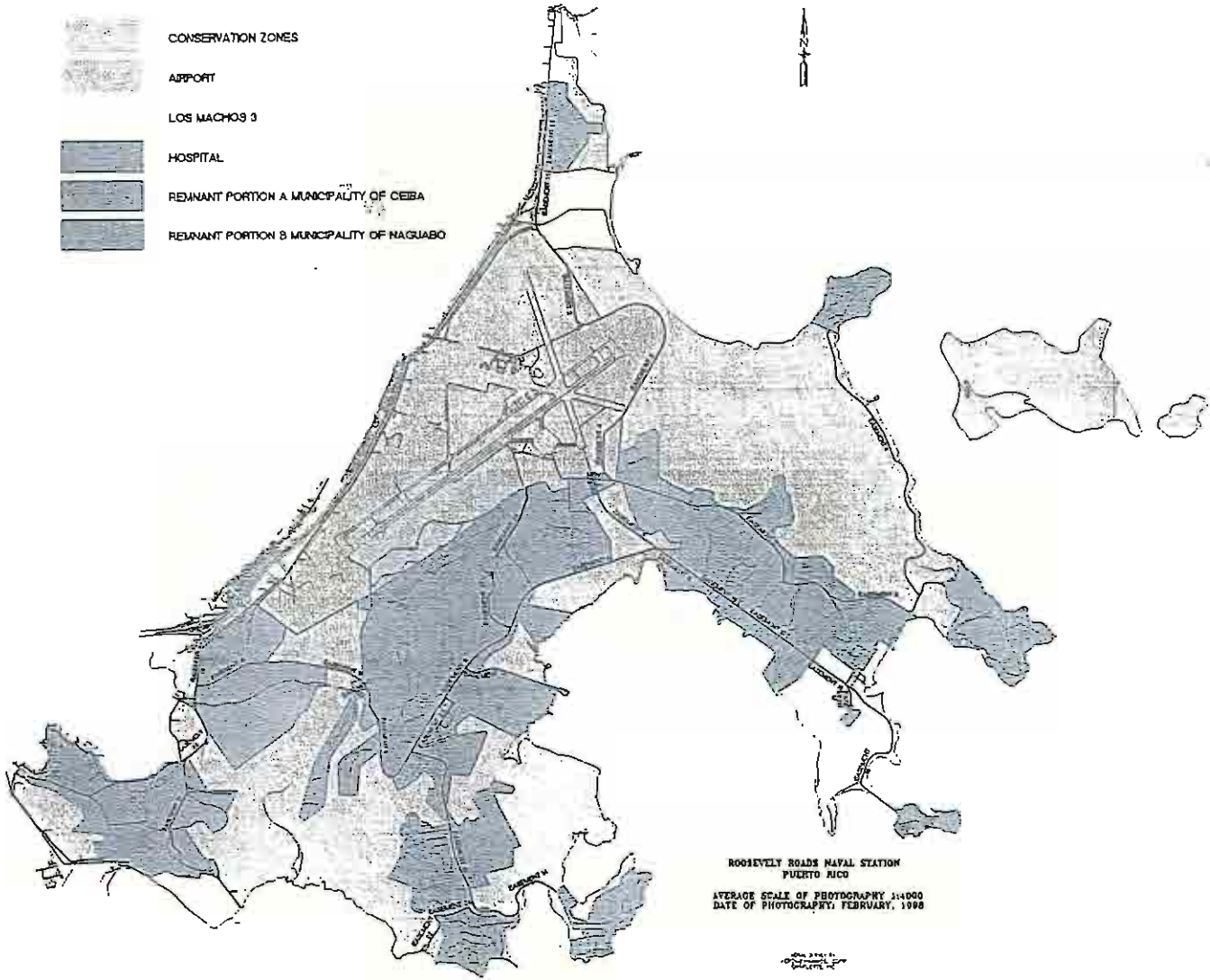
---The appearing party in accordance with the
particulars of this Deed accepts the same, in all
its parts after, I, the Notary, gave him the
necessary legal admonitions and warnings pertinent
to this public instrument. Thus, the appearing
party states and executes this deed in my presence
after having 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.....

1807997

1 2 3 4 5

EXHIBIT A


-  CONSERVATION ZONES
-  AIRPORT
-  LOS MACHOS 3
-  HOSPITAL
-  REMNANT PORTION A MUNICIPALITY OF CEBA
-  REMNANT PORTION B MUNICIPALITY OF NAGUABO



ROOSEVELT ROADS NAVAL STATION
PUERTO RICO
AVERAGE SCALE OF PHOTOGRAPHY 1:4000
DATE OF PHOTOGRAPHY: FEBRUARY, 1998

Scale 1:4000
Date 2/19/98

D
C
B
A

 <p>Geospatial Information Systems 150 South Street - Suite 1000 P.O. Box 107 - 00711 www.transformation.com</p>	
<p>ATLANTIC DIVISION NAVAL ACTIVITY PUERTO RICO CEBA, PUERTO RICO UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS PARCELS AND EASEMENTS EXHIBIT</p>	
<p>Scale 1:4000 Date 2/19/98</p>	
<p>Sheet 1 of 1</p>	

D
C
B
A

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 1 II

Beginning at a survey control point in the Ward of Machos, said point being a brass disk set in concrete. Said point also known as 'MOUND' and having a northing of 813308.1492 and an easting of 933097.0283 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 1 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 2.595 cuerdas.

LEGAL DESCRIPTION FOR EASEMENT 2

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

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

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

Radius=757.61'

Arc=175.98'

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

Radius=757.61'

Arc=237.63'

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

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

Radius=4475.39'

Arc=280.33'

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

Radius=255.39'

Arc=455.07'

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

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

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

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

Radius=304.61'

Arc=542.77'

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

Radius=4524.61'

Arc=283.41'

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

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

Radius=708.39'

Arc=386.74'

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

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

Radius=6159.61'

Arc=100.13'

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

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

Radius=880.61'

Arc=366.97'

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

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

Radius=831.39'

Arc=347.26'

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

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

Radius=6110.39'

Arc=99.33'

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

LEGAL DESCRIPTION FOR EASEMENT 3

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

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

Radius=690.39'

Arc=56.95'

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

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

Radius=907.39'

Arc=2289.65'

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

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

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

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

Radius=956.61'

Arc=2413.85'

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

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

Radius=739.61'

Arc=140.08'

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

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

LEGAL DESCRIPTION FOR EASEMENT 4

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

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

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

Radius=424.61'

Arc=362.97'

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

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

Radius=690.39'

Arc=180.70'

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

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

Radius=739.61'

Arc=114.51'

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

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

Radius=375.39'

Arc=320.90'

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

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

Radius=833.39'

Arc=229.49'

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

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

Radius=1543.42'

Arc=368.06'

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

Radius=2024.61'

Arc=122.25'

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

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

Radius=107.10'

Arc=114.15'

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

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

Radius=882.61'

Arc=243.04'

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

LEGAL DESCRIPTION FOR EASEMENT 5

Beginning at a survey control point in the Ward of 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 Guayacan, 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=187.67
 Thence following a curve to a point not set with a long chord of 209.91', chord bearing of
 N47°48'32"W
 Radius=224.61'
 Arc=218.41
 Thence N19°57'06"W 375.36' to a point not set;
 Thence following a curve to a point not set with a long chord of 173.04', chord bearing of
 N22°00'17"W

Radius=2415.39'

Arc=173.08

Thence N24°03'27"W 204.94' to a point not set;

Thence following a curve to a point not set with a long chord of 364.50', chord bearing of N29°35'03"W

Radius=1892.39'

Arc=365.07

Thence N35°06'38"W 708.86' to a point not set;

Thence following a curve to a point not set with a long chord of 312.73', chord bearing of N44°00'48"W

Radius=1010.39'

Arc=314.00

Thence N52°54'58"W 262.43' to a point not set;

Thence following a curve to a point not set with a long chord of 287.24', chord bearing of N48°38'12"W

Radius=1924.61'

Arc=287.51

Thence N44°21'26"W 316.11' to a point not set;

Thence following a curve to a point not set with a long chord of 450.28', chord bearing of N20°10'31"W

Radius=549.61'

Arc=463.93

Thence following a curve to a point not set with a long chord of 499.92', chord bearing of N07°11'21"W

Radius=1287.39'

Arc=503.12

Thence N18°23'05"W 614.93' to a point not set;

Thence following a curve to a point not set with a long chord of 177.40', chord bearing of N07°18'20"E

Radius=204.61'

Arc=183.49

Thence N32°59'45"E 74.06' to a point not set;

Thence S67°08'10"E 50.00' to a point not set, the True Point of Beginning.

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

LEGAL DESCRIPTION
EASEMENT 10

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

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

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

Radius = 1438.79'

Arc = 548.09'

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

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

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

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

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

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

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

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

Radius = 1371.21'

Arc = 543.42'

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

LEGAL DESCRIPTION EASEMENT 11

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

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

Radius=799.52'

Arc=206.98'

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

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

Radius=429.52'

Arc=317.35'

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

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

Radius=460.48'

Arc=300.46'

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

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

Radius=694.52'

Arc=372.60'

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

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

Radius=1365.48'

Arc=481.20'

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

Radius=250.48'

Arc=559.79'

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

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

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

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

Radius=21949.21'

Arc=1610.45'

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

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

Radius=6724.21'

Arc=1139.63'

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

Radius=1849.21'

Arc=688.70'

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

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

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

Radius=746.21'

Arc=592.63'

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

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

Radius=1438.79'

Arc=789.65'

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

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

Radius=1371.21'

Arc=731.48'

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

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

Radius=813.79'

Arc=646.30'

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

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

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

Radius=1750.79'

Arc=652.05'

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

Radius=6625.79'

Arc=1122.95'

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

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

Radius=21850.79'

Arc=1603.23'

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

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

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

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

Radius=309.52'

Arc=691.74'

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

Radius=1424.52'

Arc=502.01'

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

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

Radius=635.48'

Arc=340.93'

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

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

Radius=519.52'

Arc=338.98'

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

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

Radius=370.48'

Arc=273.73'

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

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

Radius=740.48'

Arc=204.10'

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

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

LEGAL DESCRIPTION FOR EASEMENT 12

Beginning at a survey control point in the Ward of 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 12". Thence N86°08'59"E 2916.67' to an iron rod set, the True Point of Beginning, having a northing of 799339.7094 and an easting of 930414.5800:

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

Radius= 694.61'

Arc=399.55'

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

Thence following a curve to a point not set; with a long chord of 366.14', a chord bearing of

N88°16'14"W,

Radius= 645.39'

Arc=371.24'

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

Thence following a curve to a point not set; with a long chord of 433.01', a chord bearing of

N79°52'10"W,

Radius= 514.61'

Arc=446.92'

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

Thence following a curve to a point not set; with a long chord of 49.37', a chord bearing of

N39°39'44"E,

Radius= 6625.79'

Arc=49.37'

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

Thence following a curve to a point not set; with a long chord of 391.60', a chord bearing of

S79°52'10"E,

Radius= 465.39'

Arc=404.18'

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

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

LEGAL DESCRIPTION FOR EASEMENT 13

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

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

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

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

Radius= 324.61'

Arc=515.47'

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

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

Radius= 841.39'

Arc=422.51'

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

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

Radius= 2809.61'

Arc=238.04'

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

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

Radius= 1135.39'

Arc=161.48'

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

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

Radius= 705.39'

Arc=121.91'

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

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

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

Radius= 849.14'

Arc=244.57'

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

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

Radius= 285.86'

Arc=309.13'

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

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

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

Radius= 350.39'

Arc=144.99'

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

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

Radius= 289.61'

Arc=248.63'

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

Radius= 346.39'

Arc=604.07'

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

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

Radius= 395.61'

Arc=689.90'

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

Radius= 240.39'

Arc=206.37'

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

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

Radius= 399.61'

Arc=165.36'

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

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

Radius= 364.61'

Arc=394.30'

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

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

Radius= 770.39'

Arc=221.88'

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

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

Radius= 754.61'

Arc=130.41'

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

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

Radius= 1184.61'

Arc=168.49'

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

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

Radius= 2760.39'

Arc=233.87'

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

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

Radius= 890.61'

Arc=447.22'

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

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

Radius= 275.39'

Arc=437.31'

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

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

LEGAL DESCRIPTION FOR EASEMENT 14

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

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

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

Radius= 908.39'

Arc=329.19'

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

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

Radius= 333.39'

Arc=294.67'

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

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

Radius= 479.39'

Arc=277.23'

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

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

Radius= 157.39'

Arc=165.17'

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

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

Radius= 274.61'

Arc=288.37'

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

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

Radius= 225.39'

Arc=236.68'

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

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

Radius= 206.61'

Arc=216.82'

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

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

Radius= 528.61'

Arc=305.69'

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

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

Radius= 382.61'

Arc=338.17'

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

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

Radius= 957.61'

Arc=347.03'

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

LEGAL DESCRIPTION FOR EASEMENT 15 I

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

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

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

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

Radius=3515.39'

Arc=278.30'

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

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

Radius=3564.61'

Arc=282.19'

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

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

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

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

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

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

LEGAL DESCRIPTION FOR EASEMENT 15 II

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

Thence S54°53'10"E 1145.08' to an iron rod set;
Thence S35°07'20"W 59.04' to an iron rod set;
Thence N54°53'10"W 1145.07' to a point not set;
Thence N35°06'50"E 59.04' to an iron rod set, True Point of Beginning

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

LEGAL DESCRIPTION FOR EASEMENT 16

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

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

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

Radius=824.61'

Arc=319.94'

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

Radius=1145.39'

Arc=474.41'

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

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

Radius=849.61'

Arc=931.87'

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

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

Radius=199.61'

Arc=288.03'

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

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

Radius=450.39'

Arc=544.87'

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

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

Radius=2474.61'

Arc=80.15'

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

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

Radius=150.39'

Arc=194.76'

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

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

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

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

Radius=199.61'

Arc=258.50'

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

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

Radius=2425.39'

Arc=78.56'

Thence N19°26'41"E 326.67' to a point not set;
Thence following a curve to a point not set with a long chord of 568.22', chord bearing of
N54°06'07"E
 Radius=499.61'
 Arc=604.41'
Thence N88°45'33"E 199.61' to a point not set;
Thence following a curve to a point not set with a long chord of 198.67', chord bearing of
N47°25'16"E
 Radius=150.39'
 Arc=217.01'
Thence N06°04'59"E 307.16' to a point not set;
Thence following a curve to a point not set with a long chord of 834.54, chord bearing of
N25°20'19"W
 Radius=800.39'
 Arc=877.89'
Thence N56°45'37"W 453.21' to a point not set;
Thence following a curve to a point not set with a long chord of 491.26, chord bearing of
N44°53'41"W
 Radius=1194.61'
 Arc=494.79'
Thence following a curve to a point not set with a long chord of 298.96, chord bearing of
N44°08'39"W
 Radius=775.39'
 Arc=300.84'
Thence N55°15'34"W 1622.79' to a point not set;
Thence N34°44'26"E 49.22' to a PK nail set, True Point of Beginning.

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

LEGAL DESCRIPTION EASEMENT 17

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

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

Radius=740.48'

Arc=58.05'

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

Radius=1885.48'

Arc=755.01'

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

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

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

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

Radius=1944.52'

Arc=778.65'

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

Radius=799.52'

Arc=76.08'

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

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

LEGAL DESCRIPTION FOR EASEMENT 19

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

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

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

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

Radius=2340.48'

Arc=526.02'

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

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

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

Radius=728.79'

Arc=331.29'

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

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

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

Radius=753.52'

Arc=446.74'

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

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

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

Radius=370.39'

Arc=245.29'

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

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

Radius=2354.61'

Arc=513.83'

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

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

Radius=2305.39'

Arc=503.09'

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

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

Radius=419.61'

Arc=277.89'

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

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

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

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

Radius=694.48'

Arc=411.74'

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

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

Radius=827.21'

Arc=376.03'

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

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

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

Radius=2399.52'

Arc=539.29'

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

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

LEGAL DESCRIPTION FOR EASEMENT 20

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

Thence following a curve to a point not set with a long chord of 332.65', chord bearing of S21°45'22"W
Radius=349.39'

Arc=346.70'

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

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

Radius=394.61'

Arc=231.83'

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

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

Radius=50.00'

Arc=67.30'

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

Radius=284.61'

Arc=247.71'

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

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

Radius=125.39'

Arc=120.05'

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

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

Radius=149.61'

Arc=164.43'

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

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

Radius=75.39'

Arc=91.97'

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

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

Radius=725.39'

Arc=352.51'

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

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

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

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

Radius=774.61'

Arc=376.42'

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

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

Radius=124.61'

Arc=152.01'

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

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

Radius=110.39'

Arc=110.34'

Thence N55°06'51"W 162.71' to a point not set;
Thence following a curve to a point not set with a long chord of 160.86', chord bearing of N27°41'13"W
Radius=174.61'
Arc=167.17'

Thence N00°15'36"W 233.14' to a point not set;
Thence following a curve to a point not set with a long chord of 198.46', chord bearing of N25°11'36"W
Radius=235.39'
Arc=204.87'

Thence following a curve to a point not set with a long chord of 123.69', chord bearing of N11°34'06"W
Radius=99.22'
Arc=133.54'

Thence N26°59'23"E 1182.66' to a point not set;
Thence following a curve to a point not set with a long chord of 200.01', chord bearing of N10°09'33"E
Radius=345.39'
Arc=202.91'

Thence N06°40'17"W 707.30' to a point not set;
Thence following a curve to a point not set with a long chord of 228.97', chord bearing of N10°01'10"E
Radius=398.61'
Arc=232.24'

Thence following a curve to an iron rod set, the True Point of Beginning, with a long chord of 159.60',
chord bearing of N56°01'16"E
Radius=784.61'
Arc=159.88'

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

LEGAL DESCRIPTION FOR EASEMENT 22

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

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

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

Radius= 399.61'

Arc=93.87'

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

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

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

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

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

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

Radius= 350.39'

Arc=107.74'

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

LEGAL DESCRIPTION EASEMENT 23

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

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

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

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

Radius=10.39'

Arc=16.34'

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

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

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

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

Radius=59.61'

Arc=93.77'

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

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

LEGAL DESCRIPTION FOR EASEMENT 24

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete. Said point also known as 'DELVIS' and having a northing of 796646.7678 and an easting of 927749.8902 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS 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 Guayacan, said point being a brass disk set in concrete. Said point also known as 'DOG' and having a northing of 805443.8964 and an easting of 933110.4735 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 28". Thence S80°32'06"W 1455.73' to an iron rod set, the True Point of Beginning, having a northing of 805204.5081 and an easting of 931674.5620:

Thence S02°46'27"E 399.73' to an iron rod set;
Thence S23°35'04"W 247.75' to an iron rod set;
Thence S19°01'22"W 388.54' to a MAG nail set;
Thence S29°57'10"W 290.23' to an iron rod set;
Thence S32°49'53"W 712.89' to an iron rod set;
Thence S32°37'31"W 558.73' to a point not set;
Thence following a curve to a point not set with a long chord of 107.57', chord bearing of N63°04'19"W
 Radius=263.00'
 Arc=108.33'
Thence N32°37'31"E 1500.73' to a point not set;
Thence N21°31'21"E 641.58' to a point not set;
Thence N02°46'27"W 368.63' to an iron rod set;
Thence N71°08'07"E 114.48' to an iron rod set, the True Point of Beginning.

Said parcel containing 268,631.5 square feet or 6.170 acres, which equates to 24,956.8 square meters or 6.350 cuerdas.

EXHIBIT I-2

AREA OF PROPOSED NAVY ACCESS EASEMENTS

None.

EXHIBIT I-3
AREA OF UTILITY EASEMENTS

-----DEED NUMBER THREE (3)-----

-----DEED OF EASEMENT-----

---In the City of San Juan, Puerto Rico, this twenty-sixth (26th) day of January, two thousand twelve (2012).-----

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

---Eduardo Tamargo, Attorney at Law and Notary Public in and for Puerto Rico, residing at San Juan, Puerto Rico and with offices in San Juan, Puerto Rico.-----

-----APPEARS-----

---AS PARTY OF THE FIRST PART: THE UNITED STATES OF AMERICA, hereinafter "Grantor", acting by and through the Department of 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) of Two Thousand Six (2006).-----

gt

[Signature]



---AS A PARTY OF THE SECOND PART: THE COMMONWEALTH



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OF PUERTO RICO, acting by and through the Local Redevelopment Authority for Naval Station Roosevelt Roads, (the "LRA"), a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created, operated and existing under and by virtue of the laws 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), hereinafter "Grantee".-----

---I, the Notary, certify that I am personally acquainted with the representative of the appearing parties, and from their statements I also certify as to his age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the legal capacity necessary to execute this instrument, and for that purpose they do hereby -----

-----STATES -----

---FIRST: Grantor is owner of that certain real property identified as the former Naval Station

Roosevelt Roads ("NSRR") and as further described in the Registry of the Property of Puerto Rico, Fajardo Section (the "Registry"):

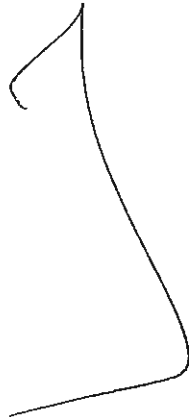
-----Sale Parcel Roman Numeral One (I) C-----
---"Rural: Parcel of land identified as Sale Parcel Roman Numeral One (I) C situated in the Ward of Quebrada Seca, Municipality of Ceiba, Puerto Rico, containing an area of two hundred ten thousand one hundred thirty-one point five (210,131.5) square meters equivalent to fifty-three point four hundred sixty-three (53.463) cuerdas, more or less, bounded on the North, East, South and West by lands of the principal estate from which it is segregated, property of the United States of America."

---Property number ten thousand two hundred ninety seven (10,297) recorded at Page one hundred thirty (130), of volume one hundred sixty three (163) of Ceiba, Registry of Property of Puerto Rico, Fajardo Section.

-----Sale Parcel Roman Numeral One (I) D-----
---"Rural: Parcel of land identified as Sale Parcel Roman Numeral One (I) D situated in the Wards of Guayacan and Quebrada Seca, Municipality of Ceiba, Puerto Rico, containing an area of three million one hundred fifty-five thousand eight hundred and one point zero (3,155,801.0) square meters equivalent to eight hundred and two point nine hundred twenty-two (802.922) cuerdas, more or less, bounded on the North by lands of the principal estate from which it is segregated, property of the United States of America, on the East by lands of the principal estate from which it is segregated, property of the United States of America and Ensenada Honda, on the South and West by lands of the principal estate from which it is segregated, property of the United States of America."

---Property number ten thousand two hundred ninety eight (10,298) recorded at Page one hundred thirty three (133), of volume one hundred sixty three (163) of Ceiba, Registry of Property of Puerto Rico, Fajardo Section.

-----Sale Parcel Roman Numeral Two (II) A-----
---"Rural: Parcel of land identified as Sale Parcel Roman Numeral Two (II) A situated in the Ward of Guayacan, Municipality of Ceiba, Puerto Rico, containing an area of one million six hundred twenty-eight thousand six hundred and twelve point three (1,628,612.3) square meters equivalent to four hundred and fourteen point three hundred sixty-three (414.363) cuerdas, more or less, bounded on the North East and West by lands of the principal estate from which it is segregated, property of the United States of America and on the South by the Caribbean Sea."



gjs

[Signature]





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---Property number ten thousand two hundred ninety nine (10,299) recorded at Page one hundred thirty six (136), of volume one hundred sixty three (163) of Ceiba, Registry of Property of Puerto Rico, Fajardo Section.-----

-----Sale Parcel Roman Numeral Two (II) B-----
---"Rural: Parcel of land identified as Sale Parcel Roman Numeral Two (II) B situated in the Ward of Guayacan, Municipality of Ceiba, Puerto Rico, containing an area of three hundred eighty-three thousand one hundred sixty-seven point zero (383,167.0) square meters equivalent to ninety-seven point four hundred eighty-eight (97.488) cuerdas, more or less, bounded on the North and West by lands of the principal estate from which it is segregated, property of the United States of America, on the East and South by the Caribbean Sea."-----

---Property number ten thousand three hundred (10,300) recorded at Page one hundred thirty nine (139), of volume one hundred sixty three (163) of Ceiba, Registry of Property of Puerto Rico, Fajardo Section.-----

-----Sale Parcel Roman Numeral One (I) A-----
---"Rural: Parcel of land identified as Sale Parcel Roman Numeral One (I) A situated in the Ward of Daguao, Municipality of Naguabo, Puerto Rico, containing one million four hundred ninety-one thousand six hundred eighty-two point two (1,491,682.2) square meters equivalent to three hundred seventy-nine point five hundred twenty-five (379.525) cuerdas, more or less, bounded on the North and South by the Municipality of Naguabo, on the East and West by lands of the principal estate from which it is segregated, property of the United States of America".-----

---The Property issues from a segregation from property number nine thousand seven hundred fifty two (9,752) recorded at Page seventy six (76), of volume one hundred fifty one of Ceiba, pursuant to that certain Deed of Segregations. Registry of Property of Puerto Rico, Fajardo Section.-----

-----Sale Parcel Roman Numeral One (I) B-----
---"Rural : Parcel of land identified as Sale Parcel Roman Numeral One (I) B situated in the Ward of Quebrada Seca, Municipality of Ceiba, Puerto Rico and the Ward of Daguao , Municipality of Naguabo, Puerto Rico, containing an area of one million two hundred thirty-seven thousand two hundred eleven point nine (1 ,237,211.9) square meters equivalent to three hundred fourteen point seven hundred eighty one (314. 781) cuerdas, more or less, comprising the following:-----

-----Portion A-Municipality of Ceiba-----
-----Rural : Parcel of land identified as Sale Parcel Roman Numeral One (I) B situated in the Ward of Quebrada Seca , Municipality of Ceiba,

Puerto Rico, containing an area of six hundred ninety-four thousand eight hundred and one point eight (694,801.8) square meters equivalent to one hundred seventy-six point seven hundred seventy-six (176.776) cuerdas, more or less, bounded on the North and West by the Municipality of Naguabo, on the East and South by lands of the principal estate from which it is segregated, property of the United States of America".-----

---The Property issues from a segregation from property number nine thousand seven hundred fifty two (9,752) recorded at Page seventy six (76), of volume one hundred fifty one of Ceiba, pursuant to that certain Deed of Segregations. Registry of Property of Puerto Rico, Fajardo Section.-----



-----Portion B-Municipality of Naguabo-----

---Rural: Parcel of land identified as Sale Parcel Roman Numeral One (I) B situated in the Ward of Daguao, Municipality of Naguabo, Puerto Rico, containing an area of five hundred forty-two thousand four hundred ten point one (542,410.1) square meters equivalent to one hundred thirty-eight point zero five (138.005) cuerdas, more or less, bounded on the North by the Municipality of Naguabo and by lands of the principal estate from which it is segregated, property of the United States of America; on the East, South and West by lands of the principal estate from which it is segregated, property of the United States of America".-----

Ed

---The Property issues from a segregation from property number nine thousand seven hundred fifty two (9,752) recorded at Page seventy six (76), of volume one hundred fifty one of Ceiba, pursuant to that certain Deed of Segregations. Registry of Property of Puerto Rico, Fajardo Section.-----

[Signature]

-----Parcel Eighteen (18)-----

---Rural: Parcel of land identified as Parcel Eighteen (18) situated in the Ward of Quebrada Seca, Municipality of Ceiba, Puerto Rico, containing an area of one hundred twenty three thousand one hundred fifty six point eight (123,156.8) square meters equivalent to thirty one point three hundred thirty-four (31.334) cuerdas, more or less, bounded on the North, East, South and West by lands of the principal estate from which it is segregated, property of the United States of America".-----

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---The Property issues from a segregation from property number nine thousand seven hundred fifty two (9,752) recorded at Page seventy six (76), of volume one hundred fifty one of Ceiba, pursuant to that certain Deed of Segregations. Registry of Property of Puerto Rico, Fajardo Section.-----

--Parcel Twenty Four (24) - Veterans Health Clinic
---"Rural: Parcel of land identified as Veterans Health Clinic situated in the Ward of Guayacan,

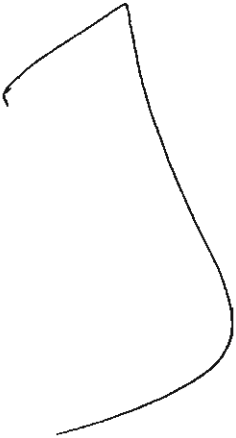
Municipality of Ceiba, Puerto Rico, containing an area of nine thousand three hundred eighty- four point four (9,384.4) square meters equivalent to two point three hundred eighty-eight (2.388) cuerdas, more or less, bounded on the North, East , South and West by lands of the principal estate from which it is segregated, property of the United States of America.-----

---The Property issues from a segregation from property number nine thousand seven hundred fifty two (9,752) recorded at Page seventy six (76), of volume one hundred fifty one of Ceiba, pursuant to that certain Deed of Segregations. Registry of Property of Puerto Rico, Fajardo Section.-----

---SECOND: Grantor and Grantee have entered into an "Economic Development Conveyance Memorandum of Agreement" dated the twentieth (20th) day of December, two thousand and eleven (2011) (the "Agreement"). Grantor and Grantee have also entered into a Lease In Furtherance of Conveyance ("LIFOC"), dated January twenty-fifth (25th) day of January, two thousand and twelve (2012) for a portion of the real property covered by the Agreement. Additional portions of NSRR are not addressed by or covered by the Agreement of LIFOC and are intended for conveyance by the United States of America to parties other than the Grantee by public benefit conveyance, public sale, or other conveyance methods.-----

---THIRD: Grantor owns certain natural gas, water, telephone, cable television, and electric utility distribution systems, together with storm drainage and sewerage systems (the "Systems") at the former NSRR.-----

---FOURTH: In accordance with the Agreement, Grantor has conveyed the Systems to Grantee and a portion of such Systems presently exists on those portions of NSRR that will be retained by Grantor





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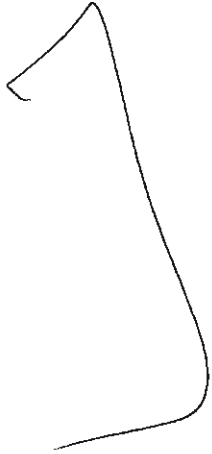
A large, stylized handwritten mark or signature in dark ink, resembling a large '7' or a similar symbol.

or conveyed to other parties. The property intended for retention by the Government or conveyance to parties other than the Grantee is hereinafter collectively referred to as "Remaining Government Property".-----

---FIFTH: This non-exclusive easement is required to allow Grantee its agents, successors, and assigns to access, use, install, maintain, operate, construct, replace, and repair the Systems that are located on, in, over and under the Remaining Government Property.-----

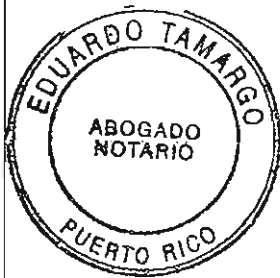
---SIXTH: The Secretary of the Navy has determined that the grant of this easement on the terms and conditions set forth herein is in the public interest and will not substantially injure the interest of the Grantor in the underlying real property, and that the uses permitted under its terms are consistent with the protection of human health and the environment.-----

---SEVENTH: EASEMENT-----
-----Grantor does hereby remise, release and grant to Grantee, its successors and assigns, a nonexclusive easement ("Easement") within the Remaining Government Property shown on Exhibit "A", attached hereto and made a part hereof to access, use, install, maintain, operate, construct, replace, and repair the Systems on, in, over and under the Remaining Government Property. Grantor and Grantee have not been able to prepare maps or drawings describing the location and extent of the Systems prior to the execution of this Easement, therefore, the exact location of the Easement right



off

A



is unknown, but shall be coterminous with the actual location of the Systems and shall extend to the minimum of amount of space actually required to access, use, install, maintain, operate, replace, upgrade and repair existing Systems within the Remaining Government Property.-----

----- (b) In no event shall this Easement interfere with the development or redevelopment of NSRR.-----

---EIGHTH: TERM-----

----The Term of this Easement shall commence and be effective upon execution by the Parties and shall continue in perpetuity except for:-----

----(i) any portion of said Easement for which the Grantor conveys the underlying fee to Grantee at which point the Easement with respect to the conveyed portion shall automatically terminate, or-----

----(ii) any portion of the Easement otherwise terminated in accordance with the termination provisions of Paragraph Sixteenth.-----

---NINTH: USE-----

---The sole purpose of this Easement is to access, use, install, maintain, operate, construct, replace, and repair the Systems on the Remaining Government Property.-----

---TENTH: HISTORIC OR ARCHEOLOGICAL PROPERTY-----

----Portions of the Remaining Government Property may be listed or may be eligible for nominations to the National Register of Historic Places. While Grantor holds an interest in the underlying real property, Grantee shall not undertake any activity that may affect an identified historic or archeological property, including excavation,

construction, alteration or repair, without the prior written approval of Department of the Navy, except in accordance with the Memorandum of Agreement among the Department of the Navy and the Puerto Rico Historic Preservation Office executed on the twenty-eighth (28th) day of September two thousand and eleven (2011).-----

----ELEVENTH: CONDITION OF EASEMENT PROPERTY-----

---The Easement shall be granted to Grantee "as is", "where is". Grantor makes no warranty as to the usability of the Easement generally or as to its fitness for any particular purpose.-----

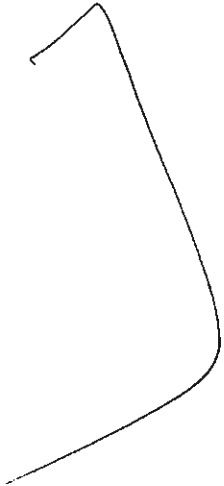
----TWELTH: ASSIGNMENT AND TRANSFER-----

----Grantee shall not assign or transfer this Easement, or any interest therein without prior written consent of Grantor, provided however that such consent shall not be required for Grantee to assign or transfer an interest in the Easement to a utility service provider.-----

----THIRTEENTH: NOTICE REQUIRED FOR WORK-----

-----(a)Except in the case of an emergency, Grantor shall not conduct any subsurface excavation, digging, drilling or other disturbance of the surface without prior written notification to Grantor. For purposes of this paragraph, "emergency" shall mean an unexpected, serious occurrence or situation urgently requiring prompt action. Grantee shall submit written notice of any work performed in an emergency as soon as is practicable.-----

-----(b)With respect to any work to be performed in or about any structure which is "historic property"



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as defined 36 CFR § 800.2, Grantee shall comply with the provisions of Section TENTH.-----

----FOURTEENTH: NON-INTERFERENCE WITH GOVERNMENT OPERATIONS-----

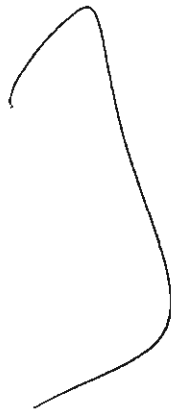
---The Grantee shall not conduct operations on Remaining Government Property that will interfere with or otherwise restrict environmental clean-up, remediation or restoration activities by the Grantor, U.S. Environmental Protection Agency (EPA), state environmental regulations, or their contractors.-----

---FIFTEENTH: GRANTEE ACTIVITIES UNDER THE EASEMENT-----

-----The Grantee shall be responsible for direct costs related to its use, installation, maintenance, operation, construction, replacement, and repair of Systems under this Easement. Any and all damage to the Remaining Government Property resulting from the activities of Grantee under this Easement shall be repaired by Grantee at no expense to Grantor and the Remaining Government Property shall be restored to its pre-construction condition.-----

----SIXTEENTH: TERMINATION-----

---All or any part of this Easement shall automatically terminate when the Grantor conveys the underlying fee to Grantee with respect to the conveyed portion. All or any part of this Easement shall terminate upon abandonment of the rights granted herein, or upon nonuse of such rights for a period of two (2) consecutive years with the exception of the survival of Grantee's



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indemnification obligations pursuant to Paragraphs Fifteenth (j) and Seventeenth.-----

----SEVENTEENTH: SUBMISSION OF NOTICES-----

---Notices shall be sufficient under this easement made in writing and to the addresses described below, or to such other addresses as the parties hereto may designate from time to time in writing:-

---If to the Department of Navy: Naval Facilities Engineering Command (NAVFAC) Base Realignment and Closure Program Management Office Southeast, Department of the Navy, 4130 Faber Place Drive, Suite 202, North Charleston, South Carolina 29405, Attn: Director.-----

---If to the Grantee: Local Redevelopment Authority for the Naval Station Roosevelt Roads, The New San Juan Office Building, Chardon #159, 2nd Floor, Hato Rey, Puerto Rico 00918, Attn: Executive Director--

----EIGHTEENTH: FAILURE TO INSIST ON COMPLIANCE----

---The failure of Grantor to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Easement shall not be construed as waiver or relinquishment of Grantor's right to the future performance of any such terms, covenants or conditions and Grantee's obligations in respect to such future performance shall continue in full force and effect.-----

----NINETEENTH: AVAILABILITY OF FUNDS-----

---The Department of Navy's obligations under this Easement are subject to the availability of funds appropriated for such purposes. Nothing in this Easement shall be interpreted to require obligations or payments by the Department of Navy



which are in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).-----

----TWENTIETH: CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS-----

---The conditions, restrictions, reservations, and covenants set forth in this Deed of Easement, unless subsequently released, are a binding servitude on the Remaining Government Property; shall inure to the benefit of the Grantor and Grantee, their successors and assigns, and will be deemed to run with the land in perpetuity.-----

----TWENTYFIRST: MISCELLANEOUS PROVISIONS-----

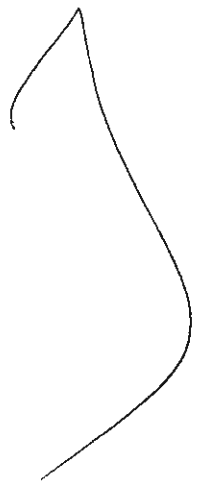
----- (a) The singular includes the plural. The masculine gender includes the feminine. "Shall" is mandatory. "Should" and "may" are permissive. -----

----- (b) This Easement constitutes the entire understanding and agreement of the parties with respect to the matters set forth herein. All waivers of the provisions of this easement must be in writing and signed by the appropriate representatives of Grantee and Grantor.-----

----- (c) The recitals set forth in this Easement are part of this easement.-----

----- (d) The captions of this easement are for convenience and reference only and shall not define, explain, modify, limit, amplify or aid in the interpretation, construction of meaning of any of the provisions of this easement.-----

----- (e) Where the consent or approval of a party is required or necessary under this easement, the consent or approval shall not be unreasonably withheld.-----



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----TWENTYSECOND: Only for purposes of recording the present deed at the Registry, the Easement is valued at ONE THOUSAND DOLLARS (\$1,000).-----

TWENTYTHIRD: The appearing parties hereby request from the Registrar of the Property to record this Deed together with the restrictive covenants therein stated.-----

-----ACCEPTANCE-----

---The appearing parties to this Deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing party the necessary warnings concerning the execution of this Deed and they were fully advised by me thereon, including, without limitation: (i) that this Deed must be recorded in the Registry; (ii) of the possibility of intervening documents affecting title being presented for recording prior to the execution and/or filing of this Deed and of the preference or seniority that said intervening liens and/or encumbrances may gain by such prior execution or earlier filing; (ii) of the possible existence and pendency of additional unrecorded statutory liens and real property taxes (including the statutory preferred legal mortgage in favor of the Commonwealth of Puerto Rico).-----

---The appearing parties waived the right which I advised to have witnesses to the execution of this Deed; but, upon my advice, made use of their right to read the same, and finding it drafted to their entire satisfaction, proceed to sign before me, and to affix their initials on each folio of the same.



To all of which, as well as to everything contained or related in this Deed, I the Notary, CERTIFY, ATTEST, AND GIVE FAITH.-----



Gregory C. Preston

Paul A. [unclear]

Eduardo Tamargo

[Signature]

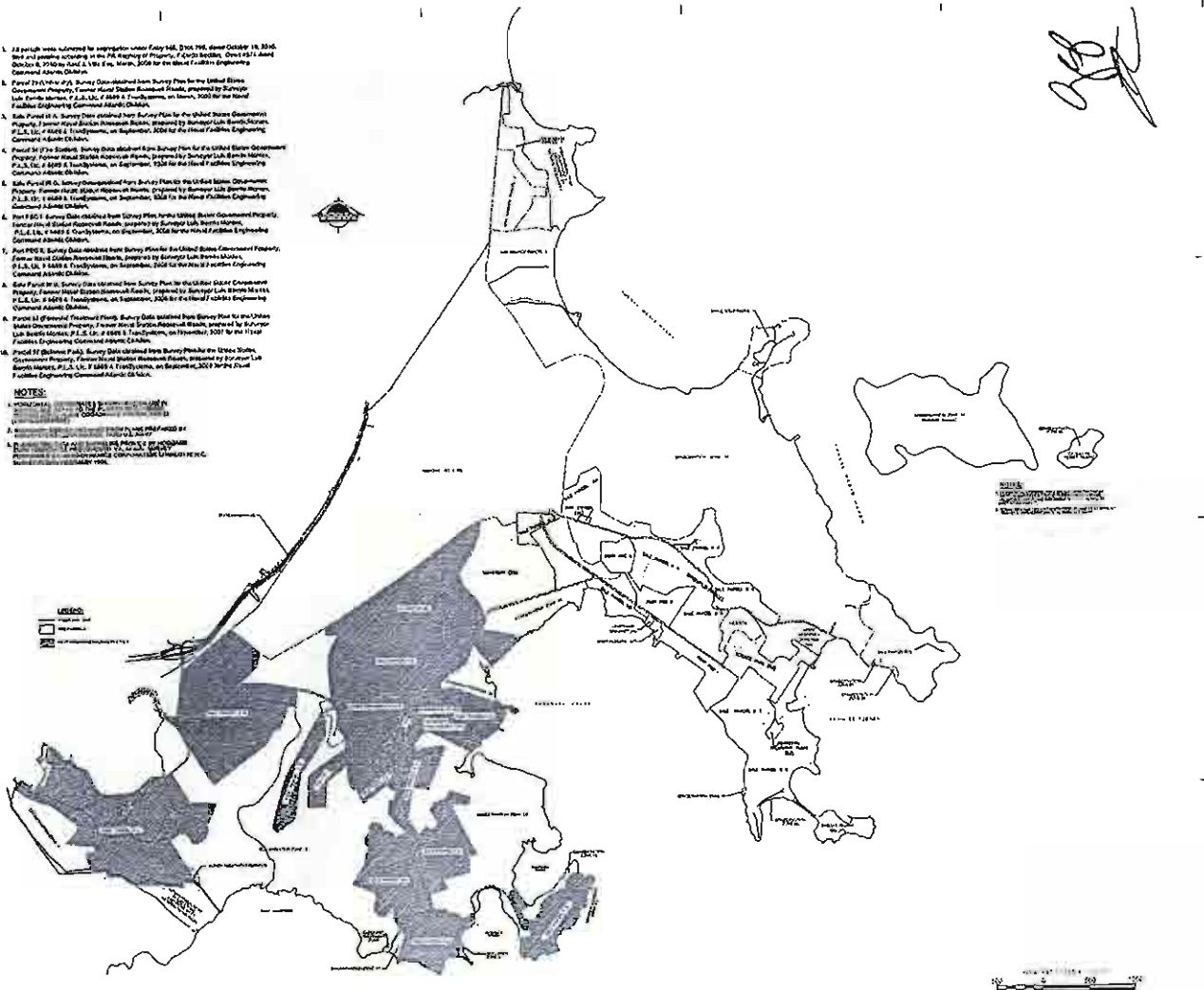
[Signature]

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1. 2.8 par. 1/4 acre submitted for registration under Entry 148, 2305 196, dated October 18, 1956, and is shown according to the PE Map of Property, Clarksville, Ohio 1954, dated October 8, 1956 by Land, A. 195, 2, No. 10, 1956, 2058 for the United States Engineering Command AS&M: O&A.
2. Parcel 29A, 1/4 acre, Survey Data obtained from Survey Plan for the United States Government Property, Former Naval Station, Columbus, Ohio, prepared by Surveyor Lutz Borch-Meyer, P.L.S. No. 4488 A, 1/25/50, on March 1, 1950 for the United States Engineering Command AS&M: O&A.
3. Lots 1 and 2 of Survey Data obtained from Survey Plan for the United States Government Property, Former Naval Station, Columbus, Ohio, prepared by Surveyor Lutz Borch-Meyer, P.L.S. No. 4488 A, 1/25/50, on September 1, 1950 for the United States Engineering Command AS&M: O&A.
4. Parcel 31 of 1/2 acre, Survey Data obtained from Survey Plan for the United States Government Property, Former Naval Station, Columbus, Ohio, prepared by Surveyor Lutz Borch-Meyer, P.L.S. No. 4488 A, 1/25/50, on September 1, 1950 for the United States Engineering Command AS&M: O&A.
5. Lots 1 and 2 of Survey Data obtained from Survey Plan for the United States Government Property, Former Naval Station, Columbus, Ohio, prepared by Surveyor Lutz Borch-Meyer, P.L.S. No. 4488 A, 1/25/50, on September 1, 1950 for the United States Engineering Command AS&M: O&A.
6. Parcel 32 of 1/2 acre, Survey Data obtained from Survey Plan for the United States Government Property, Former Naval Station, Columbus, Ohio, prepared by Surveyor Lutz Borch-Meyer, P.L.S. No. 4488 A, 1/25/50, on September 1, 1950 for the United States Engineering Command AS&M: O&A.
7. Parcel 33 of 1/2 acre, Survey Data obtained from Survey Plan for the United States Government Property, Former Naval Station, Columbus, Ohio, prepared by Surveyor Lutz Borch-Meyer, P.L.S. No. 4488 A, 1/25/50, on September 1, 1950 for the United States Engineering Command AS&M: O&A.
8. Parcel 34 of 1/2 acre, Survey Data obtained from Survey Plan for the United States Government Property, Former Naval Station, Columbus, Ohio, prepared by Surveyor Lutz Borch-Meyer, P.L.S. No. 4488 A, 1/25/50, on September 1, 1950 for the United States Engineering Command AS&M: O&A.
9. Parcel 35 of 1/2 acre, Survey Data obtained from Survey Plan for the United States Government Property, Former Naval Station, Columbus, Ohio, prepared by Surveyor Lutz Borch-Meyer, P.L.S. No. 4488 A, 1/25/50, on September 1, 1950 for the United States Engineering Command AS&M: O&A.
10. Parcel 36 of 1/2 acre, Survey Data obtained from Survey Plan for the United States Government Property, Former Naval Station, Columbus, Ohio, prepared by Surveyor Lutz Borch-Meyer, P.L.S. No. 4488 A, 1/25/50, on September 1, 1950 for the United States Engineering Command AS&M: O&A.
11. Parcel 37 of 1/2 acre, Survey Data obtained from Survey Plan for the United States Government Property, Former Naval Station, Columbus, Ohio, prepared by Surveyor Lutz Borch-Meyer, P.L.S. No. 4488 A, 1/25/50, on September 1, 1950 for the United States Engineering Command AS&M: O&A.
12. Parcel 38 of 1/2 acre, Survey Data obtained from Survey Plan for the United States Government Property, Former Naval Station, Columbus, Ohio, prepared by Surveyor Lutz Borch-Meyer, P.L.S. No. 4488 A, 1/25/50, on September 1, 1950 for the United States Engineering Command AS&M: O&A.
13. Parcel 39 of 1/2 acre, Survey Data obtained from Survey Plan for the United States Government Property, Former Naval Station, Columbus, Ohio, prepared by Surveyor Lutz Borch-Meyer, P.L.S. No. 4488 A, 1/25/50, on September 1, 1950 for the United States Engineering Command AS&M: O&A.
14. Parcel 40 of 1/2 acre, Survey Data obtained from Survey Plan for the United States Government Property, Former Naval Station, Columbus, Ohio, prepared by Surveyor Lutz Borch-Meyer, P.L.S. No. 4488 A, 1/25/50, on September 1, 1950 for the United States Engineering Command AS&M: O&A.
15. Parcel 41 of 1/2 acre, Survey Data obtained from Survey Plan for the United States Government Property, Former Naval Station, Columbus, Ohio, prepared by Surveyor Lutz Borch-Meyer, P.L.S. No. 4488 A, 1/25/50, on September 1, 1950 for the United States Engineering Command AS&M: O&A.
16. Parcel 42 of 1/2 acre, Survey Data obtained from Survey Plan for the United States Government Property, Former Naval Station, Columbus, Ohio, prepared by Surveyor Lutz Borch-Meyer, P.L.S. No. 4488 A, 1/25/50, on September 1, 1950 for the United States Engineering Command AS&M: O&A.

NOTES:

1. All parcels shown on this map are shown as of the date of the survey.
2. All parcels shown on this map are shown as of the date of the survey.
3. All parcels shown on this map are shown as of the date of the survey.
4. All parcels shown on this map are shown as of the date of the survey.



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**EXHIBIT A
FORMER NAVAL STATION ROOSEVELT ROADS**

Scale: 1" = 100'

Date: 1/1/50

Prepared by: [Name]

Checked by: [Name]

Approved by: [Name]

EXHIBIT I-4

LIST OF ASSIGNABLE EASEMENTS

None.

EXHIBIT I-5
FORM OF 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, Bahia 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 Dagua, Municipality of Naguabo, with a total area of three hundred fifty-three thousand three hundred and sixty-four point six (353,364.6) square meters, equivalent to eighty-nine point nine hundred fifty-three (89.953) cuerdas, consisting of:-----

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---"Strip of land having an area of twenty thousand 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-----

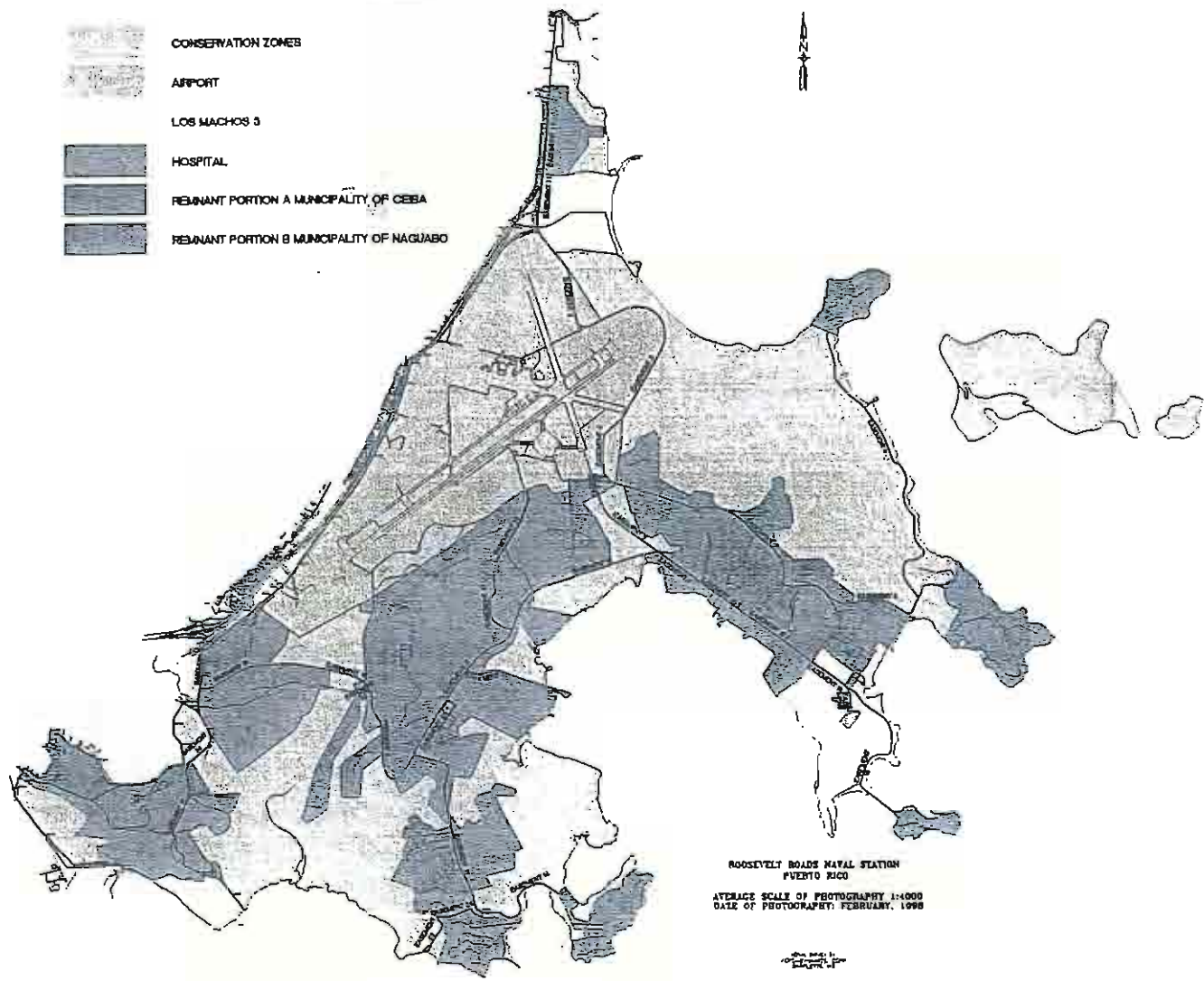
---The appearing party in accordance with the
particulars of this Deed accepts the same, in all
its parts after, I, the Notary, gave him the
necessary legal admonitions and warnings pertinent
to this public instrument. Thus, the appearing
party states and executes this deed in my presence
after having 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.-----

0807997

1 2 3 4 5


EXHIBIT A

-  CONSERVATION ZONES
-  AIRPORT
-  LOS MACHOS 3
-  HOSPITAL
-  REMNANT PORTION A MUNICIPALITY OF CEBIA
-  REMNANT PORTION B MUNICIPALITY OF NAGUABO



ROOSEVELT ROADS NAVAL STATION
 PUERTO RICO
 AVERAGE SCALE OF PHOTOGRAPHY 1:4000
 DATE OF PHOTOGRAPHY: FEBRUARY, 1998

Map made by


	
Deep Field Goals 1100 West Street, Suite 200 Phoenix, AZ 85001-1100 Phone: 602-977-1100 Fax: 602-977-1110 www.transystems.com	
PROJECT: CITY: STATE: COUNTY: LOCALITY: PROJECT NUMBER: SHEET NUMBER: TOTAL SHEETS: DATE: DRAWN BY: CHECKED BY: SCALE: PHOTOGRAPHY: PHOTOGRAPHY DATE: PHOTOGRAPHY SCALE: PHOTOGRAPHY SOURCE: PHOTOGRAPHY TYPE: PHOTOGRAPHY ORIENTATION: PHOTOGRAPHY RESOLUTION: PHOTOGRAPHY METADATA:	
FEDERAL AGENCY: DIVISION: OFFICE: PROJECT NUMBER: SHEET NUMBER: TOTAL SHEETS: DATE: DRAWN BY: CHECKED BY: SCALE: PHOTOGRAPHY: PHOTOGRAPHY DATE: PHOTOGRAPHY SCALE: PHOTOGRAPHY SOURCE: PHOTOGRAPHY TYPE: PHOTOGRAPHY ORIENTATION: PHOTOGRAPHY RESOLUTION: PHOTOGRAPHY METADATA:	TITLE: SUBJECT: LOCATION: PROJECT NUMBER: SHEET NUMBER: TOTAL SHEETS: DATE: DRAWN BY: CHECKED BY: SCALE: PHOTOGRAPHY: PHOTOGRAPHY DATE: PHOTOGRAPHY SCALE: PHOTOGRAPHY SOURCE: PHOTOGRAPHY TYPE: PHOTOGRAPHY ORIENTATION: PHOTOGRAPHY RESOLUTION: PHOTOGRAPHY METADATA:

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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 EASEMENT 2 AND 4". Thence S50°05'29"W 669.86' to an iron rod set, the True Point of Beginning, having a northing of 812,878.3902 and an easting of 932,583.1982:

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

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

Radius=757.61'

Arc=175.98'

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

Radius=757.61'

Arc=237.63'

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

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

Radius=4475.39'

Arc=280.33'

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

Radius=255.39'

Arc=455.07'

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

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

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

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

Radius=304.61'

Arc=542.77'

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

Radius=4524.61'

Arc=283.41'

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

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

Radius=708.39'

Arc=386.74'

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

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

Radius=6159.61'

Arc=100.13'

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

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

Radius=880.61'

Arc=366.97'

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

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

Radius=831.39'

Arc=347.26'

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

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

Radius=6110.39'

Arc=99.33'

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

LEGAL DESCRIPTION FOR EASEMENT 3

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

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

Radius=690.39'

Arc=56.95'

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

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

Radius=907.39'

Arc=2289.65'

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

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

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

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

Radius=956.61'

Arc=2413.85'

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

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

Radius=739.61'

Arc=140.08'

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

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

LEGAL DESCRIPTION FOR EASEMENT 4

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

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

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

Radius=424.61'

Arc=362.97'

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

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

Radius=690.39'

Arc=180.70'

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

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

Radius=739.61'

Arc=114.51'

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

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

Radius=375.39'

Arc=320.90'

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

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

Radius=833.39'

Arc=229.49'

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

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

Radius=1543.42'

Arc=368.06'

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

Radius=2024.61'

Arc=122.25'

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

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

Radius=107.10'

Arc=114.15'

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

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

Radius=882.61'

Arc=243.04'

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

LEGAL DESCRIPTION FOR EASEMENT 5

Beginning at a survey control point in the Ward of 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=187.67
 Thence following a curve to a point not set with a long chord of 209.91', chord bearing of
 N47°48'32"W
 Radius=224.61'
 Arc=218.41
 Thence N19°57'06"W 375.36' to a point not set;
 Thence following a curve to a point not set with a long chord of 173.04', chord bearing of
 N22°00'17"W

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

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

LEGAL DESCRIPTION
EASEMENT 10

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

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

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

Radius = 1438.79'

Arc = 548.09'

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

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

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

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

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

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

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

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

Radius = 1371.21'

Arc = 543.42'

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

LEGAL DESCRIPTION EASEMENT 11

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

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

Radius=799.52'

Arc=206.98'

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

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

Radius=429.52'

Arc=317.35'

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

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

Radius=460.48'

Arc=300.46'

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

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

Radius=694.52'

Arc=372.60'

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

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

Radius=1365.48'

Arc=481.20'

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

Radius=250.48'

Arc=559.79'

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

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

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

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

Radius=21949.21'

Arc=1610.45'

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

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

Radius=6724.21'

Arc=1139.63'

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

Radius=1849.21'

Arc=688.70'

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

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

Thence following a curve to a point not set with a long chord of 577.17', chord bearing of N42°44'26"E
 Radius=746.21'
 Arc=592.63'

Thence N19°59'21"E 655.01' to a point not set;
 Thence following a curve to a point not set with a long chord of 779.77', chord bearing of N35°42'42"E
 Radius=1438.79'
 Arc=789.65'

Thence S21°17'11"E 70.94' to an iron rod set;
 Thence following a curve to a point not set with a long chord of 722.84', chord bearing of S35°16'17"W
 Radius=1371.21'
 Arc=731.48'

Thence S19°59'21"W 651.23' to a point not set;
 Thence following a curve to a point not set with a long chord of 629.45', chord bearing of S42°44'26"W
 Radius=813.79'
 Arc=646.30'

Thence S24°30'28"E 15.42' to a point not set;
 Thence S65°29'32"W 226.98' to a point not set;
 Thence following a curve to a point not set with a long chord of 648.29', chord bearing of S54°49'22"W
 Radius=1750.79'
 Arc=652.05'

Thence following a curve to a point not set with a long chord of 1121.60', chord bearing of S39°17'54"W
 Radius=6625.79'
 Arc=1122.95'

Thence S34°26'35"W 721.41' to a point not set;
 Thence following a curve to a point not set with a long chord of 1602.81', chord bearing of S32°20'28"W
 Radius=21850.79'
 Arc=1603.23'

Thence S30°14'21"W 467.43' to a point not set;
 Thence N59°45'39"W 19.69' to a point not set;
 Thence S30°14'21"W 582.72' to a point not set;
 Thence following a curve to an iron rod set with a long chord of 556.51', chord bearing of N85°44'10"W
 Radius=309.52'
 Arc=691.74'

Thence following a curve to an iron rod set with a long chord of 499.41', chord bearing of N11°36'57"W
 Radius=1424.52'
 Arc=502.01'

Thence N01°31'13"W 874.38' to an iron rod set;
 Thence following a curve to an iron rod set with a long chord of 336.85', chord bearing of N16°53'22"W
 Radius=635.48'
 Arc=340.93'

Thence N32°15'31"W 300.98' to an iron rod set;
 Thence following a curve to an iron rod set with a long chord of 333.00', chord bearing of N13°33'58"W
 Radius=519.52'
 Arc=338.98'

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

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

Radius=370.48'

Arc=273.73'

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

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

Radius=740.48'

Arc=204.10'

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

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

LEGAL DESCRIPTION FOR EASEMENT 12

Beginning at a survey control point in the Ward of 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 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 $S78^{\circ}52'34''E$ 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 $N30^{\circ}14'21''E$ 51.03' to a point not set;

Thence $S75^{\circ}02'51''E$ 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 $S29^{\circ}33'20''E$,

Radius= 324.61'

Arc=515.47'

Thence $S15^{\circ}56'11''W$ 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 $S01^{\circ}33'03''W$,

Radius= 841.39'

Arc=422.51'

Thence $S12^{\circ}50'05''E$ 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 $S10^{\circ}24'27''E$,

Radius= 2809.61'

Arc=238.04'

Thence $S07^{\circ}58'50''E$ 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 $S12^{\circ}03'18''E$,

Radius= 1135.39'

Arc=161.48'

Thence $S16^{\circ}07'47''E$ 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 $S21^{\circ}04'50''E$,

Radius= 705.39'

Arc=121.91'

Thence $S26^{\circ}01'54''E$ 754.37' to a point not set;

Thence $N63^{\circ}58'06''E$ 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 $S17^{\circ}46'50''E$,

Radius= 849.14'

Arc=244.57'

Thence $S09^{\circ}31'46''E$ 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 $S40^{\circ}30'35''E$,

Radius= 285.86'

Arc=309.13'

Thence $S18^{\circ}30'36''W$ 29.53' to a point not set;

Thence $S71^{\circ}29'24''E$ 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 $S83^{\circ}20'41''E$,

Radius= 350.39'

Arc=144.99'

Thence $N84^{\circ}48'02''E$ 272.81' to an iron rod set;

Thence following a curve to an iron rod set; with a long chord of 241.06', a chord bearing of
 S70°36'19"E,
 Radius= 289.61'
 Arc=248.63'

Thence following a curve to an iron rod set; with a long chord of 530.38', a chord bearing of
 N84°01'47"E,
 Radius= 346.39'
 Arc=604.07'

Thence S55°55'45"E 49.22' to a iron rod set;
 Thence following a curve to a point not set; with a long chord of 605.74', a chord bearing of
 S84°01'47"W,
 Radius= 395.61'
 Arc=689.90'

Thence following a curve to a point not set; with a long chord of 200.09', a chord bearing of
 N70°36'19"W,
 Radius= 240.39'
 Arc=206.37'

Thence S84°48'02"W 272.81' to a point not set;
 Thence following a curve to a point not set; with a long chord of 164.18', a chord bearing of
 N83°20'41"W,
 Radius= 399.61'
 Arc=165.36'

Thence N71°29'24"W 79.41' to a point not set;
 Thence following a curve to a point not set; with a long chord of 375.36', a chord bearing of
 N40°30'35"W,
 Radius= 364.61'
 Arc=394.30'

Thence N09°31'46"W 282.37' to a point not set;
 Thence following a curve to a point not set; with a long chord of 221.12', a chord bearing of
 N17°46'50"W,
 Radius= 770.39'
 Arc=221.88'

Thence N26°01'54"W 754.37' to a point not set;
 Thence following a curve to a point not set; with a long chord of 130.25', a chord bearing of
 N21°04'50"W,
 Radius= 754.61'
 Arc=130.41'

Thence N16°07'47"W 406.15' to a point not set;
 Thence following a curve to a point not set; with a long chord of 168.34', a chord bearing of
 N12°03'18"W,
 Radius= 1184.61'
 Arc=168.49'

Thence N07°58'50"W 664.13' to a point not set;
 Thence following a curve to a point not set; with a long chord of 233.80', a chord bearing of
 N10°24'27"W,
 Radius= 2760.39'
 Arc=233.87'

Thence N12°50'05"W 705.02' to a point not set;
 Thence following a curve to a point not set; with a long chord of 442.54', a chord bearing of
 N01°33'03"E,
 Radius= 890.61'
 Arc=447.22'

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

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

Radius= 275.39'

Arc=437.31'

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

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

LEGAL DESCRIPTION FOR EASEMENT 14

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

Thence S48°34'14"W 49.22' to an iron rod set;
Thence following a curve to a point not set; with a long chord of 327.40', a chord bearing of N51°48'41"W,
Radius= 908.39'
Arc=329.19'

Thence N62°11'35"W 204.46' to a point not set;
Thence following a curve to a point not set; with a long chord of 285.17', a chord bearing of N87°30'50"W,
Radius= 333.39'
Arc=294.67'

Thence S67°09'55"W 249.07' to a point not set;
Thence following a curve to a point not set; with a long chord of 273.38', a chord bearing of S50°35'54"W,
Radius= 479.39'
Arc=277.23'

Thence S34°01'53"W 112.96' to a point not set;
Thence following a curve to a point not set; with a long chord of 157.69', a chord bearing of S03°58'06"W,
Radius= 157.39'
Arc=165.17'

Thence S26°05'42"E 141.99' to a point not set;
Thence following a curve to an iron rod set; with a long chord of 275.30', a chord bearing of S03°59'17"W,
Radius= 274.61'
Arc=288.37'

Thence N55°55'45"W 49.22' to an iron rod set;
Thence following a curve to a point not set; with a long chord of 225.95', a chord bearing of N03°59'17"E,
Radius= 225.39'
Arc=236.68'

Thence N26°05'42"W 141.99' to a point not set;
Thence following a curve to a point not set; with a long chord of 207.00', a chord bearing of N03°58'06"E,
Radius= 206.61'
Arc=216.82'

Thence N34°01'53"E 112.96' to a point not set;
Thence following a curve to a point not set; with a long chord of 301.45', a chord bearing of N50°35'54"E,
Radius= 528.61'
Arc=305.69'

Thence N67°09'55"E 249.07' to a point not set;
Thence following a curve to a point not set; with a long chord of 327.27', a chord bearing of S87°30'50"E,
Radius= 382.61'
Arc=338.17'

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

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

Radius= 957.61'

Arc=347.03'

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

LEGAL DESCRIPTION FOR EASEMENT 15 I

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

Thence S53°34'53"E 189.86' to an iron rod set;
Thence S50°43'25"E 313.99' to an iron rod set;
Thence following a curve to an iron rod set with a long chord of 278.22', chord bearing of S52°59'29"E
 Radius=3515.39'
 Arc=278.30'
Thence S34°44'26"W 49.22' to a point not set;
Thence following a curve to a point not set with a long chord of 282.12', chord bearing of N52°59'29"W
 Radius=3564.61'
 Arc=282.19'
Thence N50°43'25"W 313.99' to a point not set;
Thence N56°37'00"W 186.32' to a point not set;
Thence N54°53'10"W 2578.10' to an iron rod set;
Thence N35°07'20"E 59.04' to an iron rod set;
Thence S54°53'10"E 2578.09' to an iron rod set, the True Point of Beginning.

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

LEGAL DESCRIPTION FOR EASEMENT 15 II

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

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

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

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

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

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

LEGAL DESCRIPTION FOR EASEMENT 16

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

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

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

Radius=824.61'

Arc=319.94'

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

Radius=1145.39'

Arc=474.41'

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

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

Radius=849.61'

Arc=931.87'

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

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

Radius=199.61'

Arc=288.03'

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

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

Radius=450.39'

Arc=544.87'

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

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

Radius=2474.61'

Arc=80.15'

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

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

Radius=150.39'

Arc=194.76'

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

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

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

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

Radius=199.61'

Arc=258.50'

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

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

Radius=2425.39'

Arc=78.56'

Thence N19°26'41"E 326.67' to a point not set;
Thence following a curve to a point not set with a long chord of 568.22', chord bearing of N54°06'07"E
 Radius=499.61'
 Arc=604.41'

Thence N88°45'33"E 199.61' to a point not set;
Thence following a curve to a point not set with a long chord of 198.67', chord bearing of N47°25'16"E
 Radius=150.39'
 Arc=217.01'

Thence N06°04'59"E 307.16' to a point not set;
Thence following a curve to a point not set with a long chord of 834.54, chord bearing of N25°20'19"W
 Radius=800.39'
 Arc=877.89'

Thence N56°45'37"W 453.21' to a point not set;
Thence following a curve to a point not set with a long chord of 491.26, chord bearing of N44°53'41"W
 Radius=1194.61'
 Arc=494.79'

Thence following a curve to a point not set with a long chord of 298.96, chord bearing of N44°08'39"W
 Radius=775.39'
 Arc=300.84'

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

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

LEGAL DESCRIPTION EASEMENT 17

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

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

Radius=740.48'

Arc=58.05'

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

Radius=1885.48'

Arc=755.01'

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

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

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

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

Radius=1944.52'

Arc=778.65'

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

Radius=799.52'

Arc=76.08'

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

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

LEGAL DESCRIPTION FOR EASEMENT 19

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

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

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

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

Radius=2340.48'

Arc=526.02'

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

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

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

Radius=728.79'

Arc=331.29'

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

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

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

Radius=753.52'

Arc=446.74'

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

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

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

Radius=370.39'

Arc=245.29'

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

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

Radius=2354.61'

Arc=513.83'

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

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

Radius=2305.39'

Arc=503.09'

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

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

Radius=419.61'

Arc=277.89'

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

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

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

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

Radius=694.48'

Arc=411.74'

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

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

Radius=827.21'

Arc=376.03'

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

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

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

Radius=2399.52'

Arc=539.29'

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

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

LEGAL DESCRIPTION FOR EASEMENT 20

Beginning at a survey control point in the Ward of Dagua, said point being a brass disk set in concrete. Said point also known as 'MANATI' and having a northing of 791059.1339 and an easting of 921490.5759 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS 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 $S10^{\circ}14'36''E$ 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 $S37^{\circ}21'10''E$ 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 $S32^{\circ}30'14''W$,

Radius= 399.61'

Arc=93.87'

Thence $S39^{\circ}14'01''W$ 203.42' to a point not set;

Thence $S31^{\circ}07'00''W$ 298.77' to a point not set;

Thence $N82^{\circ}23'22''W$ 53.67' to a point not set;

Thence $N31^{\circ}07'00''E$ 323.67' to a point not set;

Thence $N39^{\circ}14'01''E$ 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 $N30^{\circ}25'29''E$,

Radius= 350.39'

Arc=107.74'

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

LEGAL DESCRIPTION EASEMENT 23

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

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

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

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

Radius=10.39'

Arc=16.34'

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

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

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

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

Radius=59.61'

Arc=93.77'

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

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

LEGAL DESCRIPTION FOR EASEMENT 24

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete, Said point also known as 'DELVIS' and having a northing of 796646.7678 and an easting of 927749.8902 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS 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 Guayacan, said point being a brass disk set in concrete. Said point also known as 'DOG' and having a northing of 805443.8964 and an easting of 933110.4735 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 28". Thence S80°32'06"W 1455.73' to an iron rod set, the True Point of Beginning, having a northing of 805204.5081 and an easting of 931674.5620:

Thence S02°46'27"E 399.73' to an iron rod set;
Thence S23°35'04"W 247.75' to an iron rod set;
Thence S19°01'22"W 388.54' to a MAG nail set;
Thence S29°57'10"W 290.23' to an iron rod set;
Thence S32°49'53"W 712.89' to an iron rod set;
Thence S32°37'31"W 558.73' to a point not set;
Thence following a curve to a point not set with a long chord of 107.57', chord bearing of N63°04'19"W
 Radius=263.00'
 Arc=108.33'
Thence N32°37'31"E 1500.73' to a point not set;
Thence N21°31'21"E 641.58' to a point not set;
Thence N02°46'27"W 368.63' to an iron rod set;
Thence N71°08'07"E 114.48' to an iron rod set, the True Point of Beginning.

Said parcel containing 268,631.5 square feet or 6.170 acres, which equates to 24,956.8 square meters or 6.350 cuerdas.

EXHIBIT I-6

FORM OF UTILITY EASEMENT FOR ELECTRICITY

-----DEED NUMBER THREE (3)-----

-----DEED OF EASEMENT-----

---In the City of San Juan, Puerto Rico, this
twenty-sixth (26th) day of January, two thousand
twelve (2012).-----

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

---Eduardo Tamargo, Attorney at Law and Notary
Public in and for Puerto Rico, residing at San
Juan, Puerto Rico and with offices in San Juan,
Puerto Rico.-----

-----APPEARS-----

---AS PARTY OF THE FIRST PART: THE UNITED STATES OF
AMERICA, hereinafter "Grantor", acting by and
through the Department of 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) of Two Thousand Six (2006).-----

---AS A PARTY OF THE SECOND PART: THE COMMONWEALTH OF PUERTO RICO, acting by and through the Local Redevelopment Authority for Naval Station Roosevelt Roads, (the "LRA"), a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created, operated and existing under and by virtue of the laws 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), hereinafter "Grantee".-----

---I, the Notary, certify that I am personally acquainted with the representative of the appearing parties, and from their statements I also certify as to his age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the legal capacity necessary to execute this instrument, and for that purpose they do hereby -----

----- STATES -----

---FIRST: Grantor is owner of that certain real property identified as the former Naval Station Roosevelt Roads ("NSRR") and as further described in the Registry of the Property of Puerto Rico, Fajardo Section (the "Registry"):-----

-----Sale Parcel Roman Numeral One (I) C-----
---"Rural: Parcel of land identified as Sale Parcel Roman Numeral One (I) C situated in the Ward of Quebrada Seca, Municipality of Ceiba, Puerto Rico, containing an area of two hundred ten thousand one hundred thirty-one point five (210,131.5) square meters equivalent to fifty-three point four hundred sixty-three (53.463) cuerdas, more or less, bounded on the North, East, South and West by lands of the

principal estate from which it is segregated, property of the United States of America."-----

---Property number ten thousand two hundred ninety seven (10,297) recorded at Page one hundred thirty (130), of volume one hundred sixty three (163)of Ceiba, Registry of Property of Puerto Rico, Fajardo Section.-----

-----Sale Parcel Roman Numeral One (I) D-----
---"Rural: Parcel of land identified as Sale Parcel Roman Numeral One (I) D situated in the Wards of Guayacan and Quebrada Seca, Municipality of Ceiba, Puerto Rico, containing an area of three million one hundred fifty-five thousand eight hundred and one point zero (3,155,801.0) square meters equivalent to eight hundred and two point nine hundred twenty-two (802.922) cuerdas, more or less, bounded on the North by lands of the principal estate from which it is segregated, property of the United States of America, on the East by lands of the principal estate from which it is segregated, property of the United States of America and Ensenada Honda, on the South and West by lands of the principal estate from which it is segregated, property of the United States of America."-----

---Property number ten thousand two hundred ninety eight (10,298) recorded at Page one hundred thirty three (133), of volume one hundred sixty three (163)of Ceiba, Registry of Property of Puerto Rico, Fajardo Section.-----

-----Sale Parcel Roman Numeral Two (II) A-----
---"Rural: Parcel of land identified as Sale Parcel Roman Numeral Two (II) A situated in the Ward of Guayacan, Municipality of Ceiba, Puerto Rico, containing an area of one million six hundred twenty-eight thousand six hundred and twelve point three (1,628,612.3) square meters equivalent to four hundred and fourteen point three hundred sixty-three (414.363) cuerdas, more or less, bounded on the North East and West by lands of the principal estate from which it is segregated, property of the United States of America and on the

South by the Caribbean Sea."-----
---Property number ten thousand two hundred ninety nine (10,299) recorded at Page one hundred thirty six (136), of volume one hundred sixty three (163)of Ceiba, Registry of Property of Puerto Rico, Fajardo Section.-----

-----Sale Parcel Roman Numeral Two (II) B-----
---"Rural: Parcel of land identified as Sale Parcel Roman Numeral Two (II) B situated in the Ward of Guayacan, Municipality of Ceiba, Puerto Rico, containing an area of three hundred eighty-three thousand one hundred sixty-seven point zero (383,167.0) square meters equivalent to ninety-seven point four hundred eighty-eight (97.488) cuerdas, more or less, bounded on the North and West by lands of the principal estate from which it is segregated, property of the United States of America, on the East and South by the Caribbean Sea."-----

---Property number ten thousand three hundred (10,300) recorded at Page one hundred thirty nine (139), of volume one hundred sixty three (163)of Ceiba, Registry of Property of Puerto Rico, Fajardo Section.-----

-----Sale Parcel Roman Numeral One (I) A-----
---"Rural: Parcel of land identified as Sale Parcel Roman Numeral One (I) A situated in the Ward of Daguao, Municipality of Naguabo, Puerto Rico, containing one million four hundred ninety-one thousand six hundred eighty-two point two (1,491,682.2) square meters equivalent to three hundred seventy-nine point five hundred twenty-five (379.525) cuerdas, more or less, bounded on the North and South by the Municipality of Naguabo, on the East and West by lands of the principal estate from which it is segregated, property of the United States of America".-----

---The Property issues from a segregation from property number nine thousand seven hundred fifty two (9,752) recorded at Page seventy six (76), of volume one hundred fifty one of Ceiba, pursuant to that certain Deed of Segregations. Registry of Property of Puerto Rico, Fajardo Section.-----

-----Sale Parcel Roman Numeral One (I) B-----
---"Rural : Parcel of land identified as Sale Parcel Roman Numeral One (I) B situated in the Ward of Quebrada Seca, Municipality of Ceiba, Puerto Rico and the Ward of Daguao , Municipality of Naguabo, Puerto Rico, containing an area of one million two hundred thirty-seven thousand two hundred eleven point nine (1 ,237,211.9) square meters equivalent to three hundred fourteen point seven hundred eighty one (314. 781) cuerdas, more or less, comprising the following:-----

-----Portion A-Municipality of Ceiba-----
-----Rural : Parcel of land identified as Sale Parcel Roman Numeral One (I) B situated in the Ward of Quebrada Seca , Municipality of Ceiba, Puerto Rico, containing an area of six hundred ninety-four thousand eight hundred and one point eight (694,801.8) square meters equivalent to one hundred seventy-six point seven hundred seventy-six (176.776) cuerdas, more or less, bounded on the North and West by the Municipality of Naguabo, on the East and South by lands of the principal estate from which it is segregated, property of the United States of America".-----

---The Property issues from a segregation from property number nine thousand seven hundred fifty two (9,752) recorded at Page seventy six (76), of volume one hundred fifty one of Ceiba, pursuant to that certain Deed of Segregations. Registry of Property of Puerto Rico, Fajardo Section.-----

-----Portion B-Municipality of Naguabo-----
----Rural: Parcel of land identified as Sale Parcel Roman Numeral One (I) B situated in the Ward of Daguao, Municipality of Naguabo, Puerto Rico, containing an area of five hundred forty-two thousand four hundred ten point one (542,410.1) square meters equivalent to one hundred thirty-eight point zero five (138.005) cuerdas, more or less, bounded on the North by the Municipality of Naguabo and by lands of the principal estate from which it is segregated, property of the United States of America; on the East, South and West by lands of the principal estate from which it is

segregated, property of the United States of America".-----

---The Property issues from a segregation from property number nine thousand seven hundred fifty two (9,752) recorded at Page seventy six (76), of volume one hundred fifty one of Ceiba, pursuant to that certain Deed of Segregations. Registry of Property of Puerto Rico, Fajardo Section.-----

-----Parcel Eighteen (18)-----

---Rural: Parcel of land identified as Parcel Eighteen (18) situated in the Ward of Quebrada Seca, Municipality of Ceiba, Puerto Rico, containing an area of one hundred twenty three thousand one hundred fifty six point eight (123,156.8) square meters equivalent to thirty one point three hundred thirty-four (31.334) cuerdas, more or less, bounded on the North, East, South and West by lands of the principal estate from which it is segregated, property of the United States of America".-----

---The Property issues from a segregation from property number nine thousand seven hundred fifty two (9,752) recorded at Page seventy six (76), of volume one hundred fifty one of Ceiba, pursuant to that certain Deed of Segregations. Registry of Property of Puerto Rico, Fajardo Section.-----

--Parcel Twenty Four (24) - Veterans Health Clinic-

---"Rural: Parcel of land identified as Veterans Health Clinic situated in the Ward of Guayacan, Municipality of Ceiba, Puerto Rico, containing an area of nine thousand three hundred eighty- four point four (9,384.4) square meters equivalent to two point three hundred eighty-eight (2.388) cuerdas, more or less, bounded on the North, East , South and West by lands of the principal estate from which it is segregated, property of the United States of America.-----

---The Property issues from a segregation from property number nine thousand seven hundred fifty two (9,752) recorded at Page seventy six (76), of volume one hundred fifty one of Ceiba, pursuant to that certain Deed of Segregations. Registry of

Property of Puerto Rico, Fajardo Section.-----

---SECOND: Grantor and Grantee have entered into an "Economic Development Conveyance Memorandum of Agreement" dated the twentieth (20th) day of December, two thousand and eleven (2011) (the "Agreement"). Grantor and Grantee have also entered into a Lease In Furtherance of Conveyance ("LIFOC"), dated January twenty-fifth (25th) day of January, two thousand and twelve (2012) for a portion of the real property covered by the Agreement. Additional portions of NSRR are not addressed by or covered by the Agreement of LIFOC and are intended for conveyance by the United States of America to parties other than the Grantee by public benefit conveyance, public sale, or other conveyance methods.-----

---THIRD: Grantor owns certain natural gas, water, telephone, cable television, and electric utility distribution systems, together with storm drainage and sewerage systems (the "Systems") at the former NSRR.-----

---FOURTH: In accordance with the Agreement, Grantor has conveyed the Systems to Grantee and a portion of such Systems presently exists on those

portions of NSRR that will be retained by Grantor or conveyed to other parties. The property intended for retention by the Government or conveyance to parties other than the Grantee is hereinafter collectively referred to as "Remaining Government Property".-----

---FIFTH: This non-exclusive easement is required to allow Grantee its agents, successors, and assigns to access, use, install, maintain, operate, construct, replace, and repair the Systems that are located on, in, over and under the Remaining Government Property.-----

---SIXTH: The Secretary of the Navy has determined that the grant of this easement on the terms and conditions set forth herein is in the public interest and will not substantially injure the interest of the Grantor in the underlying real property, and that the uses permitted under its terms are consistent with the protection of human health and the environment.-----

---SEVENTH: EASEMENT-----
-----Grantor does hereby remise, release and grant to Grantee, its successors and assigns, a nonexclusive easement ("Easement") within the

Remaining Government Property shown on Exhibit "A", attached hereto and made a part hereof to access, use, install, maintain, operate, construct, replace, and repair the Systems on, in, over and under the Remaining Government Property. Grantor and Grantee have not been able to prepare maps or drawings describing the location and extent of the Systems prior to the execution of this Easement, therefore, the exact location of the Easement right is unknown, but shall be coterminous with the actual location of the Systems and shall extend to the minimum of amount of space actually required to access, use, install, maintain, operate, replace, upgrade and repair existing Systems within the Remaining Government Property.-----

----- (b) In no event shall this Easement interfere with the development or redevelopment of NSRR.-----

---EIGHTH: TERM-----

-----The Term of this Easement shall commence and be effective upon execution by the Parties and shall continue in perpetuity except for:-----

----- (i) any portion of said Easement for which the Grantor conveys the underlying fee to Grantee at which point the Easement with respect to the

conveyed portion shall automatically terminate, or-
----(ii) any portion of the Easement otherwise
terminated in accordance with the termination
provisions of Paragraph Sixteenth.-----

---NINTH: USE-----

---The sole purpose of this Easement is to access,
use, install, maintain, operate, construct,
replace, and repair the Systems on the Remaining
Government Property.-----

---TENTH: HISTORIC OR ARCHEOLOGICAL PROPERTY-----

----Portions of the Remaining Government Property
may be listed or may be eligible for nominations to
the National Register of Historic Places. While
Grantor holds an interest in the underlying real
property, Grantee shall not undertake any activity
that may affect an identified historic or
archeological property, including excavation,
construction, alteration or repair, without the
prior written approval of Department of the Navy,
except in accordance with the Memorandum of
Agreement among the Department of the Navy and the
Puerto Rico Historic Preservation Office executed
on the twenty-eighth (28th) day of September two
thousand and eleven (2011).-----

----ELEVENTH: CONDITION OF EASEMENT PROPERTY-----

---The Easement shall be granted to Grantee "as is", "where is". Grantor makes no warranty as to the usability of the Easement generally or as to its fitness for any particular purpose.-----

----TWELTH: ASSIGNMENT AND TRANSFER-----

----Grantee shall not assign or transfer this Easement, or any interest therein without prior written consent of Grantor, provided however that such consent shall not be required for Grantee to assign or transfer an interest in the Easement to a utility service provider.-----

----THIRTEENTH: NOTICE REQUIRED FOR WORK-----

-----(a)Except in the case of an emergency, Grantor shall not conduct any subsurface excavation, digging, drilling or other disturbance of the surface without prior written notification to Grantor. For purposes of this paragraph, "emergency" shall mean an unexpected, serious occurrence or situation urgently requiring prompt action. Grantee shall submit written notice of any work performed in an emergency as soon as is practicable.-----

-----(b)With respect to any work to be performed in

or about any structure which is "historic property" as defined 36 CFR § 800.2, Grantee shall comply with the provisions of Section TENTH.-----

----FOURTEENTH: NON-INTERFERENCE WITH GOVERNMENT OPERATIONS-----

---The Grantee shall not conduct operations on Remaining Government Property that will interfere with or otherwise restrict environmental clean-up, remediation or restoration activities by the Grantor, U.S. Environmental Protection Agency (EPA), state environmental regulations, or their contractors.-----

---FIFTEENTH: GRANTEE ACTIVITIES UNDER THE EASEMENT-----

-----The Grantee shall be responsible for direct costs related to its use, installation, maintenance, operation, construction, replacement, and repair of Systems under this Easement. Any and all damage to the Remaining Government Property resulting from the activities of Grantee under this Easement shall be repaired by Grantee at no expense to Grantor and the Remaining Government Property shall be restored to its pre-construction condition.-----

-----SIXTEENTH: TERMINATION-----

---All or any part of this Easement shall automatically terminate when the Grantor conveys the underlying fee to Grantee with respect to the conveyed portion. All or any part of this Easement shall terminate upon abandonment of the rights granted herein, or upon nonuse of such rights for a period of two (2) consecutive years with the exception of the survival of Grantee's indemnification obligations pursuant to Paragraphs Fifteenth (j) and Seventeenth.-----

-----SEVENTEENTH: SUBMISSION OF NOTICES-----

---Notices shall be sufficient under this easement made in writing and to the addresses described below, or to such other addresses as the parties hereto may designate from time to time in writing:-

---If to the Department of Navy: Naval Facilities Engineering Command (NAVFAC) Base Realignment and Closure Program Management Office Southeast, Department of the Navy, 4130 Faber Place Drive, Suite 202, North Charleston, South Carolina 29405, Attn: Director.-----

---If to the Grantee: Local Redevelopment Authority for the Naval Station Roosevelt Roads, The New San

Juan Office Building, Chardon #159, 2nd Floor, Hato Rey, Puerto Rico 00918, Attn: Executive Director--

----EIGHTEENTH: FAILURE TO INSIST ON COMPLIANCE----

---The failure of Grantor to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Easement shall not be construed as waiver or relinquishment of Grantor's right to the future performance of any such terms, covenants or conditions and Grantee's obligations in respect to such future performance shall continue in full force and effect.-----

----NINETEENTH: AVAILABILITY OF FUNDS-----

---The Department of Navy's obligations under this Easement are subject to the availability of funds appropriated for such purposes. Nothing in this Easement shall be interpreted to require obligations or payments by the Department of Navy which are in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).-----

----TWENTIETH: CONDITIONS, RESTICTIONS, RESERVATIONS, AND COVENANTS-----

---The conditions, restrictions, reservations, and covenants set forth in this Deed of Easement, unless subsequently released, are a binding

servitude on the Remaining Government Property; shall inure to the benefit of the Grantor and Grantee, their successors and assigns, and will be deemed to run with the land in perpetuity.-----

----TWENTYFIRST: MISCELLANEOUS PROVISIONS-----

----- (a) The singular includes the plural. The masculine gender includes the feminine. "Shall" is mandatory. "Should" and "may" are permissive. -----

----- (b) This Easement constitutes the entire understanding and agreement of the parties with respect to the matters set forth herein. All waivers of the provisions of this easement must be in writing and signed by the appropriate representatives of Grantee and Grantor.-----

----- (c) The recitals set forth in this Easement are part of this easement.-----

----- (d) The captions of this easement are for convenience and reference only and shall not define, explain, modify, limit, amplify or aid in the interpretation, construction of meaning of any of the provisions of this easement.-----

----- (e) Where the consent or approval of a party is required or necessary under this easement, the

consent or approval shall not be unreasonably withheld.-----

----TWENTYSECOND: Only for purposes of recording the present deed at the Registry, the Easement is valued at ONE THOUSAND DOLLARS (\$1,000).-----

TWENTYTHIRD: The appearing parties hereby request from the Registrar of the Property to record this Deed together with the restrictive covenants therein stated.-----

-----ACCEPTANCE-----

---The appearing parties to this Deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing party the necessary warnings concerning the execution of this Deed and they were fully advised by me thereon, including, without limitation: (i) that this Deed must be recorded in the Registry; (ii) of the possibility of intervening documents affecting title being presented for recording prior to the execution and/or filing of this Deed and of the preference or seniority that said intervening liens and/or encumbrances may gain by such prior execution or earlier filing; (ii) of the possible

existence and pendency of additional unrecorded statutory liens and real property taxes (including the statutory preferred legal mortgage in favor of the Commonwealth of Puerto Rico).-----

---The appearing parties waived the right which I advised to have witnesses to the execution of this Deed; but, upon my advice, made use of their right to read the same, and finding it drafted to their entire satisfaction, proceed to sign before me, and to affix their initials on each folio of the same. To all of which, as well as to everything contained or related in this Deed, I the Notary, CERTIFY, ATTEST, AND GIVE FAITH.-----

EXHIBIT I-7

FORM OF UTILITY EASEMENT FOR WATER AND WASTEWATER

Same as Exhibit I-6.

EXHIBIT I-8

FORM OF ASSIGNABLE EASEMENTS

None.

EXHIBIT J

LEASE IN FURTHERANCE OF CONVEYANCE

All correspondence in connection with this
contract should include reference to

**LEASE IN FURTHERANCE
OF CONVEYANCE
BETWEEN
THE UNITED STATES OF AMERICA
AND
LOCAL REDEVELOPMENT AUTHORITY
FOR
NAVAL STATION ROOSEVELT ROADS
AT THE FORMER
NAVAL STATION ROOSEVELT ROADS
CEIBA, PUERTO RICO**

**LEASE IN FURTHERANCE
OF CONVEYANCE
BETWEEN
THE UNITED STATES OF AMERICA
AND
LOCAL REDEVELOPMENT AUTHORITY FOR NAVAL
STATION ROOSEVELT ROADS**

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LIST OF EXHIBITS

- Exhibit “A”:** Lease Premises
- Exhibit “A-1”:** Description of Wastewater Utility System
- Exhibit “B”:** Finding of No Significant Impact
- Exhibit “C”:** Joint Inspection Report
- Exhibit “D”:** Finding of Suitability to Lease

SUBSTANTIALLY IN THE FORM OF

**LEASE IN FURTHERANCE
OF CONVEYANCE
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE LOCAL REDEVELOPMENT AUTHORITY FOR NAVAL
STATION ROOSEVELT ROADS**

1 **THIS LEASE**, made this ____ day of January 2012 by and between **THE UNITED**
2 **STATES OF AMERICA**, acting by and through the Department of the Navy, hereinafter called
3 the "Government", and **THE LOCAL REDEVELOPMENT AUTHORITY FOR NAVAL**
4 **STATION ROOSEVELT ROADS**, hereinafter called the "Lessee."

WITNESSETH:

5
6
7
8 **WHEREAS**, the Government has declared certain real and personal property surplus at
9 the former Naval Station Roosevelt Roads, Ceiba, Puerto Rico ("NSRR"); and

10
11 **WHEREAS**, by application dated 17 December 2010, the LRA applied for an Economic
12 Development Conveyance ("EDC") of approximately one thousand and three hundred and
13 seventy (1,370) acres to be used and developed in accordance with the reuse plan submitted in
14 December 2004, as amended on 30 April 2010 by the "Roosevelt Roads Redevelopment
15 Addendum to the 2004 Reuse Plan" ("Reuse Plan"); and

16
17 **WHEREAS**, the Government, on 16 September 2011, approved an EDC to the NSRR
18 LRA for the sale and transfer of approximately 1370.20 acres of surplus property at the former
19 NSRR; and

20
21 **WHEREAS**, the Government and the Lessee entered into that certain Economic
22 Development Conveyance Memorandum of Agreement dated December ____, 2011 ("EDC
23 Agreement"); and

24
25 **WHEREAS**, a Finding of No Significant Impact (FONSI) consistent with the Reuse Plan
26 presented by the Local Redevelopment Authority for Naval Station Roosevelt Roads (NSRR
27 LRA) in 2004 was issued 10 April 2007, and a subsequent FONSI was executed on 26
28 September 2011 for a Supplemental Environmental Assessment prepared to evaluate potential
29 impacts of the NSRR LRA's April 2010 Reuse Plan Addendum; and

30
31 **WHEREAS**, the Lessee has been approved as the recipient of multiple parcels of land
32 and improvements which together make up the entire EDC conveyance comprised of 1370.20±

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1 acres to be conveyed, including the Lease Premises, as defined below, which total 349.832+
2 acres; and

3
4 **WHEREAS**, Lessee has an immediate need to use the Lease Premises, as hereinafter
5 defined; and

6
7 **WHEREAS**, further environmental remediation of the Lease Premises is necessary
8 before the Lease Premises can be conveyed to Lessee in fee; and

9
10 **WHEREAS**, the Secretary of the Navy, pursuant to the provisions of 10 U.S.C.
11 §2667(g)(1), has determined that this Lease will facilitate state and local economic adjustment
12 efforts pending final disposition of the Lease Premises; and

13
14 **WHEREAS**, the Secretary of the Navy, pursuant to 10 U.S.C. § 2667(g)(1) and (2) has
15 determined that a public interest will be served as a result of this Lease; and

16
17 **WHEREAS**, the Government is amenable to such a Lease with the Lessee upon the
18 terms and conditions hereinafter set forth.

19
20 **NOW, THEREFORE**, in consideration of the terms, covenants, and conditions
21 hereinafter set forth, the Government and the Lessee hereby agree as follows:

22
23 1. LEASE PREMISES.

24
25 1.1 The term, "Lease Premises" as used in this Lease, shall mean those
26 facilities and/or land areas identified in **Exhibit "A"** to this Lease, as and if modified, and all
27 improvements thereon.

28
29 1.1.1 As of the Execution Date, the Government is in the process of
30 shutting down the wastewater utility system at NSRR. Following completion of the shut-down
31 process in accordance with all applicable laws and regulations, the Government shall provide
32 written notice of such shut-down to the Lessee and, upon receipt of such written notice by the
33 Lessee, the wastewater utility system, as described in **Exhibit "A-1"** to this Lease, shall
34 automatically become part of the Lease Premises.

35
36 1.2 Government does hereby lease, rent, and demise to Lessee, and Lessee
37 does hereby hire and rent from the Government the Lease Premises together with the right of
38 ingress and egress thereto.

39
40 1.3 Lessee shall monitor for archeological artifacts during its construction
41 activities and shall take appropriate action should any artifacts be discovered in accordance with
42 the Memorandum of Agreement between the United States Navy and the Puerto Rico Historic

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1 Preservation Officer concerning the disposal of Naval Activity Puerto Rico executed September
2 28, 2011.

3
4 2. TERM. The term of this Lease shall be for a period of twenty (20) years,
5 beginning on _____, __ 2012 and ending on _____, __, 2032 unless terminated earlier in
6 accordance with the provisions of Paragraph 15.

7
8 3. CONSIDERATION. The consideration for this Lease is the consideration
9 provided by the Lessee to the Government pursuant to the EDC Agreement.

10
11 4. USE OF LEASE PREMISES. Lessee may use the Lease Premises for those uses
12 permitted in the EDC Agreement.

13
14 5. ASSIGNMENT OR SUBLETTING.

15
16 5.1 Lessee may sublease the Lease Premises without the prior approval of
17 Government; provided, however, that in the event that the terms and conditions of this Lease and
18 a sublease contradict, the terms and conditions of this Lease shall take precedence.

19
20 5.2 Any sublease granted by the Lessee shall contain a copy of this Lease as
21 an attachment and shall be subject to all terms and conditions of this Lease except for Paragraph
22 18.2.2 and shall terminate immediately upon the expiration or any earlier termination of this
23 Lease, without any liability on the part of the Government to the Lessee or any sublessee. Under
24 any sublease made, the sublessee shall be deemed to have assumed all of the obligations of the
25 Lessee under this Lease. No sublease shall relieve the Lessee of any of its obligations hereunder.

26
27 5.3 The Lessee shall provide to the Government a fully executed copy of any
28 sublease executed hereunder within ten (10) days of the date of its execution. Within ten (10)
29 days of receipt of such sublease, the Government may send a written notice to the Lessee that the
30 sublease must be amended if the terms of the sublease either (i) interfere with the Government's
31 environmental remediation of the Lease Premises, or (ii) contradict a material term or condition
32 of this Lease.

33
34 5.4 The Lessee shall neither transfer nor assign this Lease or any interest
35 therein or any property on the Lease Premises without the prior written approval of the
36 Government.

37
38 6. JOINT INSPECTION REPORT.

39
40 6.1 Prior to the execution of this Lease, and except as set forth in Paragraph
41 6.2, a joint inspection was conducted by representatives of the Lessee and the Government of the
42 Lease Premises; a report was made of the condition of the Lease Premises and any deficiencies

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1 found to exist were noted in the report as described in **Exhibit "C"** attached hereto (the "Joint
2 Inspection Report"). Each inventory prepared for the Joint Inspection Report, upon completion,
3 was identified by building or facility number. The Joint Inspection Report is signed and dated by
4 both parties to this Lease. The Lease Premises delivered to the Lessee shall be delivered "as-is,
5 where-is", and, as such, the Government makes no warranty as to such facilities and property
6 either as to their usability generally or as to their fitness for any particular purpose. At the
7 termination of this Lease, Lessee shall turn over to the Government the Lease Premises in the
8 same condition that existed on the date the respective sublease was executed as reflected in the
9 Joint Inspection Report, subject, however, to ordinary wear and tear and conformance with the
10 EDC Agreement. The Government and the Lessee will jointly conduct a close-out inventory and
11 condition survey of the Lease Premises on the date of termination or expiration of this Lease.
12 All significant variances from the original Joint Inspection Report shall be clearly documented.
13 The close-out report shall be completed within thirty (30) days after termination or expiration of
14 this Lease and will constitute the basis for settlement by the Lessee for any of the Lease Premises
15 shown to be lost, damaged or destroyed, subject, however, to ordinary wear and tear.

16 17 6.2 SWMU 11 (Building 38) and SWMU 77 (Firing Range).

18
19 A Joint Inspection Report was not completed with respect to SWMU 11 (Building
20 38) and SWMU 77 (Firing Range) on the Lease Premises. The Lessee is prohibited from
21 entering SWMU 11 (Building 38) and SWMU 77 (Firing Range). Security, maintenance, repair,
22 upkeep and inspection of the interior, exterior and subsurface of SWMU 11 (Building 38) and
23 SWMU 77 (Firing Range) shall be the responsibility of the Government. The Lessee's tenancy
24 with respect to SWMU 11 (Building 38) and SWMU 77 (Firing Range) is acknowledged by the
25 Government to place no obligations upon the Lessee other than to be excluded from entry onto
26 SWMU 11 (Building 38) and SWMU 77 (Firing Range). In the event of an emergent
27 circumstance affecting SWMU 11 (Building 38) and SWMU 77 (Firing Range), the Lessee, its
28 agents, contractors and area first responders shall not respond or take any other action related to
29 SWMU 11 (Building 38) and SWMU 77 (Firing Range).

30
31 7. ENVIRONMENTAL CONDITION OF PROPERTY AND FINDING OF
32 SUITABILITY TO LEASE. An Environmental Condition of Property Report ("ECP") was
33 prepared for the Lease Premises on 15 July 2005 and is incorporated by reference herein. A
34 Finding of Suitability to Lease ("FOSL") for the Lease Premises prepared by the Government is
35 attached as **Exhibit "D"** and made a part of this Lease. The ECP sets forth the existing
36 environmental conditions of the Lease Premises as represented by a baseline survey which has
37 been conducted by the Government. The FOSL sets forth the basis for the Government's
38 determination that the Lease Premises are suitable for leasing. Lessee and sublessees are hereby
39 made aware of the notifications contained in the ECP and FOSL and shall comply with all
40 restrictions set forth therein.
41

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1 8. ALTERATIONS.

2
3 8.1 Prior to undertaking any substantial construction, demolition, alterations,
4 additions or improvements on the Lease Premises, the Lessee shall provide written notification to
5 the Government's Authorized Contracting Officer or his authorized representative. Within
6 fifteen (15) days of the receipt of the notification, the Government shall determine whether such
7 addition or alteration is to be disallowed because it will adversely impact the Government's
8 ability to complete its environmental remediation obligations on the Lease Premises. In the
9 event the Government determines that any addition or alteration is disallowed, a notice of
10 disallowance shall be forwarded to the Lessee. Upon disapproval, the Lessee shall not be
11 authorized to commence or cause to commence the alteration or placement of the addition that is
12 the subject of the notification without further Government approval. In the event that the
13 Government does not respond to Lessee within such fifteen (15) day period, then the proposed
14 addition or alteration shall be deemed approved.

15
16 8.2 The Lessee shall not construct, or make or permit its sublessees or assigns
17 to construct or make, any substantial alterations, additions, or improvements to, or installations
18 upon, or otherwise modify or alter the Lease Premises in any way which may adversely affect
19 the cleanup, human health, the environment or, the historical character in compliance with the
20 National Historic Preservation Act, without the prior written consent of the Government. Such
21 consent may involve a requirement to provide the Government with a performance and payment
22 bond satisfactory to it in all respects and other requirements deemed necessary to protect the
23 interests of the Government. For construction or alterations, additions, modifications,
24 improvements or installations (collectively "work") in the proximity of solid waste management
25 units (SWMU) that are part of a Navy Installation Restoration Program, such consent may
26 include a requirement for written approval by the Government's BRAC Environmental
27 Coordinator (BEC). Upon termination, revocation, or surrender of this Lease, in whole or in
28 part, the Lessee shall, at the option of and to the extent directed by the Government, either:

29
30 8.1.1 Promptly remove all alterations, additions, modifications,
31 improvements, and installations, including, but not limited to, Lessee's or sublessee's trade
32 fixtures, made or installed on the Lease Premises subject to the termination, revocation or
33 surrender, and restore the same to the same or as good condition as existed on the date of the
34 respective sublease as reflected in the Joint Inspection Report, subject, however, to ordinary wear
35 and tear, or

36
37 8.1.2 Abandon such additions or alterations to the Lease Premises,
38 subject to the termination, revocation, or surrender in place, at which time title to said alterations,
39 improvements, and additions shall vest in the Government.

40
41 8.2 Notwithstanding anything set forth herein to the contrary, Lessee or its
42 sublessee may, at its (or their) sole discretion, remove any of its (or their) equipment or trade

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1 fixtures installed on the Lease Premises subject to termination, revocation, or surrender, or
2 attached to the Lease Premises, provided, however, it (they) shall restore the Lease Premises to
3 the condition that existed on the date of the respective sublease, as reflected in the Joint
4 Inspection Report, subject, however, to ordinary wear and tear.

5
6 9. ACCESS BY GOVERNMENT. In addition to access required under Paragraphs
7 13.6 and 13.10, at all reasonable times throughout the term of this Lease, the Government shall
8 be allowed access to the Lease Premises for any purposes upon notice to the Lessee.
9 Government normally will give Lessee and any sublessee 24-hour prior notice of its intention to
10 enter the Lease Premises unless it determines that entry is required for safety, environmental,
11 operations or security purposes. Lessee shall have no claim against the Government, except for
12 claims allowed for and limited by the Federal Tort Claims Act, 28 U.S.C. 2671, et seq., on
13 account of any entry onto the Lease Premises by the Government (including any officer or
14 employee of the Government) or as otherwise permitted by law. All necessary keys to the Lease
15 Premises occupied by the Lessee or any sublessee shall be made available to the Government
16 upon request.

17
18 10. UTILITIES. All utilities located on the Lease Premises, including but not limited
19 to electricity, water, gas, sewer, and telephone, may be operated and maintained by the Lessee or
20 the appropriate utility provider, in their sole discretion. Any costs associated with such
21 operations and maintenance shall be the responsibility of the Lessee. It is expressly agreed and
22 understood that the Government in no way warrants the condition or adequacy of such utility
23 systems for the purposes intended. It is also expressly agreed and understood that neither the
24 Government nor the Lessee is in any way obligated to provide any utility service whatsoever.

25
26 11. NO INTERFERENCE WITH NAVY OPERATIONS. The Lessee shall not
27 conduct or allow to be conducted any operations, nor make or allow to be made any alterations,
28 that would interfere with or otherwise restrict Navy operations or environmental clean-up or
29 restoration activities by the Government, EPA, Commonwealth of Puerto Rico, or their
30 contractors. Environmental clean-up, restoration, or testing activities by these parties shall take
31 priority over the Lessee's use of the Lease Premises in the event of any conflict.

32
33 12. MAINTENANCE SERVICES.

34
35 12.1 It is understood and agreed that Lessee shall, at its own expense, protect
36 and maintain, or cause to be protected and maintained, the Lease Premises, subject to normal
37 wear and tear, so that no further environmental releases on the Lease Premises occur.

38
39 12.2 The Lessee shall not undertake any actions that would interfere with or
40 impede the Government's environmental remediation of the Lease Premises.

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1 12.3 Subject to the approval of the Government in accordance with Paragraph
2 8.1, the Lessee is permitted to demolish any improvements on the Lease Premises in accordance
3 with applicable law and regulation.
4

5 12.4 The Lessee must not commit waste of any kind except as authorized in
6 writing by the Government.
7

8 13. ENVIRONMENTAL PROTECTION PROVISIONS. 9

10 13.1 RCRA Section 7003 Administrative Order on Consent. Lessee is hereby
11 notified that the Lease Premises are regulated under an Administrative Order on Consent
12 (Consent Order) between the Navy and the Environmental Protection Agency, Region II under
13 section 7003 of the Resource Conservation and Recovery Act (RCRA) that requires the
14 Government to perform corrective actions at Solid Waste Management Units (SWMUs) and
15 Areas of Concern (AOCs). Where required by Federal Law, actions necessary for the
16 Government to comply with the Consent Order shall take precedence over all other provisions of
17 this Lease.
18

19 13.1.1 The Consent Order shall require corrective actions at the following
20 SWMUs within the Lease Premises:
21

- 22 • **SWMU 3, Base Landfill** – Approximately 110 acres. The unlined landfill was
23 used since the early 1960s. The active portion (a lined 35-acre cell within the
24 limits of the old 85-acre landfill) was closed and capped in 2007.
25
- 26 • **SWMU 9, Tank 212-217 Sludge Burial Pits** – Approximately 42 acres in two
27 non-contiguous areas referred to as SWMU 9 A/B and SWMU 9C. Unlined,
28 earthen pits in which petroleum sludges were buried after tank cleanings between
29 1940 and 1978.
30
- 31 • **SWMUs 11/45, Old Power Plant (Building 38 Interior/Exterior)** –
32 Approximately 15 acres. SWMU 11 is the interior of Building 38, including a
33 former concrete pad where transformers and transformer fluids containing PCBs
34 were stored. SWMU 45 is the exterior of Building 38 where transformer oils
35 containing PCBs were routinely discarded directly onto the ground, and includes
36 the path of the cooling water intake tunnel from Puerca Bay. There are two
37 closed in place 50,000-gallon underground storage tanks (USTs) associated with
38 SWMUs 11/45.
39
- 40 • **SWMUs 27, 28, 29, Waste Water Treatment Plants Sludge Drying Beds,**
41 **Capehart, Bundy and Forrestal Plants, Respectively** – Approximately 0.38
42 acres for SWMU 27, 1.17 acres for SWMU 28, and 2.7 acres for SWMU 29.

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1 Sludge from the waste water treatment plants would be placed in the drying beds
2 and allowed to dry before properly disposing of the sludge. Includes the sludge
3 drying beds at each of the three waste water treatment plants and adjacent
4 property undergoing soil investigation.
5

- 6 • **SWMU 31, Waste Oil Collection Area, Buildings 31 and 2022** - Approximately
7 0.6 combined acres with SWMU 32. Located in the Public Works Department
8 storage yard near the Transportation Shop, it consists of a curbed, concrete pad
9 used for temporary outdoor storage of waste oil containers. During a 1993
10 inspection, oil staining surrounded the storage pad.
11
- 12 • **SWMU 32, Public Works Department Storage Yard/Battery Collection Area**
13 – Approximately 0.6 combined acres with SWMU 31. In 1988, it was an outdoor
14 area where discarded batteries were stored. Approximately 100 55-gallon drums
15 of contaminated jet fuel and soil were observed stored on wooden pallets resting
16 on bare ground during the 1993 follow-up investigation. Along with these drums,
17 an area of stained soil was visible, discarded batteries were noted, and a small,
18 partially open, uncurbed storage building (“paint locker”) contained cans.
19
- 20 • **SWMU 57 (ECP 3), POL Drum Storage Area (Facility 278)** – Approximately
21 2 acres. Rectangular concrete pad approximately 100 feet by 160 feet in size.
22 Used as Petroleum, Oils and Lubricants (POL) drum storage facility from the
23 1950s to the 1990s.
24
- 25 • **SWMU 59 (ECP 5), Former Vehicle Maintenance and Refueling Area** –
26 Approximately 10 acres. Includes Buildings 377, 2344, and 2345. Used from the
27 1940s to the 1980s, and contained drums, vehicle racks, USTs (unknown quantity
28 and disposition), and fuel islands. The majority of the site is presently covered by
29 paving.
30
- 31 • **SWMU 60 (ECP 6), Former Landfill at the Marina** – Approximately 12 acres.
32 Used as a landfill (scrap disposal) from the 1940s to the 1960s, with piles of solid
33 waste and scrap metal. The marina now covers most of the site, except for a level
34 area described as estuarine intertidal scrub-shrub broad-leafed evergreen.
35
- 36 • **SWMU 67 (ECP 13), Former Gas Station** – Approximately 5.55 acres. Located
37 on east side of Langley Drive north of the tennis courts in a level area covered
38 with secondary growth vegetation. A concrete pad and building foundation are
39 present north of the tennis courts in the woods. No UST has been identified.
40
- 41 • **SWMU 70 (ECP 16), Disposal Area Northwest of Landfill** – Approximately 55
42 acres. Located northwest of the current base landfill, it is a construction debris

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1 and/or solid waste disposal site with potential disposal of POLs and/or hazardous
2 materials containers.

- 3
- 4 • **SWMU 74 (ECP 20), Fuel Pipelines and Hydrant Pits** - Site consists of four
5 non-contiguous portions of the JP-5 fuel pipeline totaling approximately 13.5
6 acres.
- 7
- 8 • **SWMU 77, Active Small Arms Range** – Approximately 66 acres. A closed
9 small arms range and potential, former open burning/open detonation (OB/OD)
10 area located on the peninsula at Punta Medio Mundo. An investigation is being
11 performed for the potential OB/OD sites and the small arms range.
- 12
- 13 • **SWMU 78, Transformer Storage Pad** – Approximately 3 acres. Located off of
14 Hollandia Street, near the intersection of Forrestal Drive and Valley Forge Road.
15 The suspected release is associated with a raised concrete-curbed pad that
16 formerly stored approximately 25 (non-PCB) transformers. A small area
17 (approximately 10 feet by 3 feet) of stained soil and stressed vegetation was
18 observed at the discharge of the drainage valve.
- 19
- 20 • **AOC F, Site of Four Former USTs (USTs 124A-D; Building 124)** –
21 Approximately 1.2 acres. AOC F 124 was the location of former USTs 124A
22 (2,000-gallon motor gasoline tank), 124B and 124C (5,000-gallon motor gasoline
23 tanks), and 124D (550-gallon waste oil tank) which were removed in 1996 and
24 replaced by two motor gasoline USTs and one diesel UST. After the tank
25 removals and subsequent investigation, the site was recommended for remedial
26 action by monitored natural attenuation.
- 27
- 28 • **AOC F, Site of Four Former USTs (USTs 1738A-D; Building 1738)** –
29 Approximately 2 acres. After the removal of three 10,000-gallon motor gasoline
30 USTs and one 550-gallon waste oil UST at this site in 1995, and the subsequent
31 investigation, the site was recommended for remedial action by monitored natural
32 attenuation, and a Methyl Tertiary Butyl Ether (MTBE) groundwater remediation
33 pilot study is in the planning stages.
- 34
- 35 • **AOC F, Site of 1 former UST (UST 2842B; Building 3188)** - Approximately
36 5.3 acres. After the removal of this 5,000-gallon diesel UST in 1997, and the
37 subsequent investigation, the site was recommended for remedial action by
38 monitored natural attenuation.

39
40 13.1.2 No provision of this Lease and no act of Lessee or any sublessee
41 on the Lease Premises shall affect, impact or diminish any rights that the Lessee may have under

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1 42 U.S.C. 9620(h), including any right that Lessee may have thereunder related to the transfer of
2 any other part, area or parcel of the NSRR.

3
4 13.2 To prevent unacceptable risks to human health and the environment,
5 Lessee shall comply with all land use controls (LUCs) for the Lease Premises including the
6 following:

- 7
8 • **SWMU 3, 9, 11, 45, 57, 59, 60, 67, 70, 74, 77, 78, AOC F, Site of 4 former**
9 **USTs (USTs 1738A-D; Building 1738), AOC F, Site of 1 former UST (UST**
10 **2842B, Building 3188) – A restriction on land use to non-residential uses only.**
11
- 12 • **SWMU 3, 9, 45, 57, 59, 60, 67, 70, 74, 27/28/29, 77, 78, AOC F, Site of 4**
13 **former USTs (USTs 1738A-D; Building 1738), AOC F, Site of 1 Former**
14 **UST (UST 2842B; Building 3188) – A restriction on access and/or certain**
15 **invasive activities in areas where surface soil, subsurface soil and or sediments**
16 **are contaminated.**
17
- 18 • A restriction on use of groundwater and installation of new wells in or near
19 areas of known groundwater contamination.
20
- 21 • **SWMU 27/28/29 – A requirement to protect the integrity of any existing and all**
22 **future groundwater monitoring or extraction wells, remedial action equipment**
23 **and associated utilities until remediation is complete and federal and state**
24 **cleanup standards have been met.**
25
- 26 • A requirement that all ongoing and future environmental investigations and
27 remedial activities at or adjacent to the Subject Property not be disrupted.
28
- 29 • **Maintenance, Monitoring, and Inspection Activities for Landfill cap at**
30 **SWMU 3 – As outlined in the Landfill Closure and Post-Closure Plan, May**
31 **2005, the Lessee will not impact or change the contours and drainage system for**
32 **the finished landfill cover. The landfill cover will be mowed to maintain the**
33 **original vegetation and prevent trees and other deep rooted vegetation from**
34 **growing into the landfill cover. In addition, mowing will be conducted as**
35 **necessary to provide access to perimeter monitoring wells. Lessee will ensure**
36 **that landfill cover is clear of debris, refuse, or equipment. The Lessee will**
37 **inspect the Landfill for rodents during inspections of the vegetative cover and**
38 **ensure that the landfill cover is clear of rodents and burrowing animals.**
39

40 13.3 The Lessee and its contractors and sublessees hereby assume all
41 responsibility for protection of the environment as related to the Lessee or its contractors or

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1 sublessees use of the Lease Premises. The Lessee and its contractors and sublessees shall be
2 responsible for compliance with all applicable Federal, state, and local laws, regulations, and
3 standards that are or may become applicable to Lessee's activities on the Lease Premises and to
4 the environment.

5
6 13.4 The Lessee and any sublessee shall be solely responsible for obtaining at
7 its cost and expense any environmental permits which may be required for its operations under
8 the Lease, independent of any existing permits held by the Government.

9
10 13.5 Subject to paragraph 13.1 hereof, and to the extent permitted by law, the
11 Lessee shall indemnify and hold harmless the Government from any costs, expenses, liabilities,
12 fines, or penalties resulting from discharges, emissions, spills, storage, and disposal occurring
13 during the term of this Lease solely as a result of Lessee's, sublessee's, contractor's,
14 subcontractor's, guests', and invitee's control, occupancy, use or operations, or any other action
15 by the Lessee or any sublessee, contractor, subcontractor, guest, and invitee giving rise to
16 Government liability, civil or criminal, or responsibility under Federal, state, or local
17 environmental laws, arising solely out of Lessee's, sublessee's, contractor's, subcontractor's,
18 guests, and invitee's control, occupancy, use or operations of the Lease Premises. This provision
19 shall survive the expiration or termination of this Lease, and the Lessee's obligations hereunder
20 shall apply whenever the Government incurs costs or liabilities solely as a result of the Lessee's,
21 sublessee's, contractor's, subcontractor's, guests, and invitee's actions. Notwithstanding the
22 foregoing, nothing contained in this Paragraph or elsewhere in this Lease shall be construed to
23 repudiate or vitiate any statutory or other obligation of the United States.

24
25 13.6 The Government's rights under this Lease specifically include the right for
26 Government officials, upon reasonable notice, to inspect the Lease Premises for compliance with
27 environmental, safety, and occupational health laws and regulations, whether or not the
28 Government is responsible for enforcing them. Such inspections are without prejudice to the
29 right of duly constituted enforcement officials to make such inspections. Lessee shall have no
30 claim on account of any entries against the United States or any officer, agent, employee,
31 contractor or subcontractor thereof. Notwithstanding the foregoing, nothing contained in this
32 Paragraph or elsewhere in this Lease shall be construed to repudiate or vitiate any statutory or
33 other obligation of the United States.

34
35 13.7.1 If environmentally sensitive materials or substances are to be
36 utilized, by or on behalf of Lessee, within the Lease Premises under this Lease, and excluding
37 those pre-existing on the Lease Premises, the Lessee and its contractors or sublessees shall
38 provide a Hazardous Waste Management Plan to the Government for review and approval prior
39 to commencement of any action. If environmentally sensitive materials or substances are to be
40 utilized by or on behalf of Lessee or sublessee on the Lease Premises, the Lessee or its sublessee
41 shall, if required by Federal, state or local law, apply for and obtain its own Resource
42 Conservation and Recovery Act (RCRA) generator identification number and RCRA hazardous

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1 waste permit which permits shall be limited to generation, transportation and storage. The
2 Lessee shall not, under any circumstances, allow any hazardous waste to remain on or about the
3 Lease Premises for any period in excess of ninety (90) days. Any violation of these requirements
4 shall be deemed a material breach of this Lease. Government hazardous waste storage areas will
5 not be available to the Lessee or any sublessee. The Lessee or any sublessee must provide at its
6 own expense such hazardous waste storage facilities, complying with all laws and regulations, as
7 it needs for temporary (less than ninety (90) days) storage. Government accumulation points for
8 hazardous and other wastes will not be used by the Lessee or any sublessee. Neither will the
9 Lessee or any sublessee permit its hazardous wastes to be commingled with hazardous waste of
10 the Government.

11
12 13.7.2 Lessee shall strictly comply with the hazardous waste
13 permit requirements under the Resource Conservation and Recovery Act or its applicable state
14 equivalent. Except as specifically authorized by Government in writing, Lessee must provide at
15 its own expense such hazardous waste management facilities complying with all laws and
16 regulations. Government hazardous waste management facilities will not be available to Lessee.
17 Any violation of the requirements of this condition shall be deemed a material breach of this
18 Lease.

19
20 13.8 The Lessee, its contractors, and any sublessee shall, if required by Federal,
21 state or local law, have a completed and approved plan for responding to hazardous waste, fuel,
22 and other chemical spills prior to the commencement of operations on the Lease Premises.

23
24 13.9 Any air, land or water pollution that emanates, as a result of the Lessee's
25 occupancy, use or operation of the Lease Premises, and which is not a result of "Department of
26 Defense activities" as defined in paragraphs _____ and _____, shall be the responsibility of
27 the Lessee and its contractors or sublessees for reporting, containment, removal, and clean-up, as
28 required by applicable law.

29
30 13.10 The Government, the U.S. Environmental Protection Agency (EPA), and
31 the Puerto Rico Environmental Quality Board (PREQB), and their officers, agents, employees,
32 contractors, and subcontractors shall have the right, upon reasonable notice to the Lessee and any
33 sublessee, to enter upon the Lease Premises for the purposes enumerated in this paragraph and
34 for such other purposes consistent with any provision of the Consent Order that may be required
35 with respect to the Lease Premises and which provisions thereof the Lessee agrees to incorporate
36 into this Lease:

37
38 13.10.1 To conduct investigations and surveys, including, where
39 necessary, drilling, soil and water sampling, test pitting, testing soil borings and other activities
40 related to the NSRR, Puerto Rico Consent Order that may be required in the future.

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1 13.10.2 To inspect field activities of the Government and its
2 contractors and subcontractors in implementing the NSRR Consent Order that may be required
3 in the future.

4
5 13.10.3 To conduct any test or survey required by the EPA or
6 PREQB related to the implementation of the requirements of the Consent Order or
7 environmental conditions at the Lease Premises or to verify any data submitted to the EPA or
8 PREQB by the Government relating to such conditions.

9
10 13.10.4 To construct, operate, maintain, or undertake any other
11 response or remedial action as required or necessary under the NSRR Consent Order including,
12 but not limited to, monitoring wells, pumping wells, and treatment facilities.

13
14 13.11 The Lessee agrees to comply with the provisions of any health or safety
15 plan in effect under the Consent Order during the course of any of the above described response
16 or remedial actions. Any inspection, survey, investigation, or other response or remedial action
17 will, to the extent practicable, be coordinated with representatives designated by Lessee and any
18 sublessee. Lessee, any sublessees, or licensees shall have no claim on account of such entries
19 against the Government or any officer, agent, employee, contractor, or subcontractor thereof,
20 except for claims allowed for and limited by the Federal Tort Claims Act, 28 U.S.C. 2671, et seq.
21 or as otherwise permitted by law. In addition, the Lessee shall comply with all applicable
22 Federal, state, and local occupational safety and health regulations.

23
24 13.12 The Lessee shall not conduct or permit its contractors or sublessees to
25 conduct any subsurface excavation, digging, drilling or other disturbance of the surface of the
26 Lease Premises without the prior written approval of the Government, which consent will not be
27 unreasonably withheld.

28
29 14. ENVIRONMENTAL REMEDIATION.

30
31 Remediation by Lessee. Upon the execution by the Government and the Lessee
32 of this Lease, the Lessee will be permitted, but not required to, at its own cost, perform certain
33 environmental remediation requirements, as necessary to satisfy applicable Federal and PREQB
34 regulatory requirements.

35
36 15. TERMINATION.

37
38 15.1 Termination Upon Tender of Deed. Upon the occurrence of either of the
39 following, the passing of thirty (30) days after the Government tenders to Lessee, in accordance
40 with applicable law, a good and sufficient Quitclaim Deed conveying fee title to any portion of
41 the Lease Premises (each such portion hereinafter referred to as "Conveyed Portion"), or the
42 acceptance by the Lessee of the Government tendered Quitclaim Deed, whichever occurs first,

NSRR LEASE IN FURTHERANCE OF CONVEYANCE

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1 (i) this Lease shall automatically terminate with respect to the applicable Conveyed Portion as if
2 such date were the stated expiration date contained herein and neither party shall have any
3 further obligations under this Lease with respect to the Conveyed Portion (other than any
4 obligations which otherwise would survive termination of this Lease), (ii) all references to the
5 Lease Premises shall be deemed to exclude such Conveyed Portion, and (iii) this Lease shall
6 continue in full force and effect with respect to the remainder of the Lease Premises.

7
8 15.2 Government Termination. The Government shall have the right to
9 terminate this Lease, at any time:

10
11 (i) upon Lessee's failure to perform or fulfill any obligation,
12 condition, term or agreement contained in this Lease required on the part of the Lessee to be
13 performed or fulfilled or,

14 (ii) in the event that the use is incompatible with the Finding of No
15 Significant Impact, or

16 (iii) in the event of a national emergency as declared by the President
17 or the Congress of the United States.

18
19 The Government's right to terminate this Lease under subdivisions (i) and (ii)
20 above may only be exercised if the Lessee does not cure such failure in a manner acceptable to
21 the Government within thirty days (or more if authorized in writing by the Government after
22 receipt of the written notice from the Government specifying the failure). Unless special
23 circumstances justify a shorter period, the Lessee will be provided with no less than sixty (60)
24 days written notice that termination is necessary and will be provided a reasonable time to vacate
25 the Lease Premises.

26
27 In the event that the Government shall elect to terminate this Lease on account of
28 the breach by the Lessee of any of the terms and conditions, the Government shall be entitled to
29 recover and the Lessee shall pay to the Government:

30
31 (i) the reasonable costs incurred in resuming possession of the Lease
32 Premises; and

33 (ii) the costs incurred in performing any obligation on the part of the
34 Lessee to be performed hereunder.

35
36 15.3 Termination by Lessee. Upon ninety (90) days written notice to the
37 Government, the Lessee shall have the right to terminate this Lease at no cost or expense or
38 further obligation or liability on the part of either party whatsoever, provided that Lessee shall
39 render the Lease Premises safe prior to such Lease termination and Lessee or sublessee(s)
40 vacating the Lease Premises.

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1 15.4 Environmental Contamination. In the event that an environmental
2 condition is discovered on the Lease Premises which creates, in the Government's determination,
3 an imminent and substantial endangerment to human health or the environment, and
4 notwithstanding any other termination rights and procedures contained in this Lease, this Lease
5 shall terminate with respect to the portion of the Lease Premises where such imminent and
6 substantial endangerment to human health or the environment exists, and the Lessee shall vacate,
7 or require any sublessee to vacate, such portion of the Lease Premises immediately upon notice
8 from the Government, or determination by Lessee and notice to Government, of the existence of
9 such a condition and the requirement to vacate such portion of the Lease Premises. Exercise of
10 this right by either party shall be without liability except that the Lessee shall not be responsible
11 for the further performance of any obligations under this Lease, after this Lease has been so
12 terminated for such portion of the Lease Premises.

13
14 16. INDEMNIFICATION BY LESSEE - GOVERNMENT NON-LIABILITY.

15
16 16.1 To the extent permitted by law, Lessee shall indemnify, defend, and save
17 the Government harmless, and shall require all sublessees (to the extent permitted by law) to
18 indemnify, defend, and save the Government harmless, and shall pay all costs, expenses, and
19 reasonable attorney's fees for all trial and appellate levels and post-judgment proceedings in
20 connection with any fines, suits, actions, damages, liability, and causes of action of every nature
21 whatsoever (civil or criminal) arising or growing out of, or in any manner connected with, the
22 occupation or use of the Lease Premises by the Lessee and the employees, subtenants, agents,
23 servants, guests, and invitees of the Lessee, including but not limited to, any fines, claims,
24 demands, and causes of action of every nature whatsoever which may be made upon, sustained,
25 or incurred by the Government by reason of any breach, violation, omission, or non-performance
26 of any term, covenant, or condition hereof on the part of the Lessee or the employees, subtenants,
27 agents, servants, guests, or invitees of the Lessee; however, this indemnity shall not extend to
28 matters caused by or resulting from acts or omissions by the Government, its officials, agents,
29 employees, contractors, guests or invitees. This covenant shall survive the termination of this
30 Lease.

31
32 16.2 To the extent permitted by law, the Lessee covenants that it will indemnify
33 and save and hold harmless, and shall require all sublessees (to the extent permitted by law) to
34 indemnify and save and hold harmless, the Government, its officers, agents, and employees for
35 and from any and all liability or claims for loss of or damage to any property owned by or in the
36 custody of the Lessee, its officers, agents, servants, employees, subtenants, licensees, or invitees,
37 or for the death of or injury to any of the same which may arise out of or be attributable to the
38 condition, state of repair or the Lessee's use or occupancy of the Lease Premises, whether or not
39 the same shall be occasioned by the negligence or lack of diligence of the Lessee, its officers,
40 agents, servants, subtenants or employees; however, this indemnity shall not extend to matters
41 caused by the Government, including Government officials, agents, employees, contractors,
42 guests and invitees.

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1
2 17. LESSEE'S LIABILITY EXTENDS TO ITS CONTRACTORS AND
3 SUBLESSEES. The Lessee's liability to the extent assumed under this Lease shall extend to the
4 performance of work or the use of the Lease Premises by any contractor or sublessee of the
5 Lessee under this Lease.

6
7 18. INSURANCE.

8
9 18.1 All Risk. Lessee shall in any event and without prejudice to any other
10 rights of Government bear all risk of loss or damage to the Lease Premises occupied or used by
11 Lessee or any of its sublessees, arising from any causes whatsoever, or in any manner connected
12 with the occupation or use of the Lease Premises by Lessee or any sublessees, or by a risk
13 customarily covered by insurance in the locality in which the Lease Premises are situated, even
14 where such loss or damage stems from causes beyond Lessee's control. In the event that any
15 item or part of the Lease Premises shall require repair, rebuilding, or replacement resulting from
16 loss or damage, the risk of which is assumed under this section, Lessee shall promptly give
17 notice thereof to Government, and shall, in the event that this Lease is terminated by reason of
18 the default of the Lessee and upon demand of Government, either compensate Government for
19 such loss or damage, or rebuild, replace, or repair the item or items of the Lease Premises so lost
20 or damaged.

21
22 18.2 Lessee's Insurance. During the entire period that this Lease shall be in
23 effect, the Lessee at its expense will carry and maintain or cause to be carried and maintained:

24
25 18.2.1 All-risks property and casualty insurance against the risks
26 enumerated in Paragraph 18.1 above in an amount at all times equal to at least 100 percent of the
27 full functional equivalent replacement value of the improvements within the Lease Premises not
28 approved for demolition.

29
30 18.2.2 Public liability and property damage insurance including, but not
31 limited to, insurance against assumed or contractual liability under this Lease, with respect to the
32 Lease Premises and improvements hereon, to afford protection with limits of a combined single
33 limit of liability of not less than \$5,000,000 in the event of bodily injury or death to any number
34 of persons in any one accident and for property damage.

35
36 18.2.3 If, and to the extent required by law, worker's compensation or
37 similar insurance in form and amounts required by law.

38
39 18.2.4 Automobile liability coverage of not less than \$1,000,000 per
40 person and not less than \$2,000,000 per occurrence for personal injury or death, and not less than
41 \$1,000,000 per occurrence for property damage.
42

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Page 17.

1 18.3 Lessee's Contractor's and Sublessee's Insurance. During the entire period
2 that this Lease shall be in effect, the Lessee shall require its contractors and sublessees and any
3 contractor performing work on the Lease Premises to carry and maintain the insurance required
4 below:

5
6 18.3.1 Comprehensive general liability insurance including, but
7 not limited to, contractor's liability coverage and contractual liability coverage of a combined
8 single limit of \$5,000,000 per occurrence with not less than \$5,000,000 general aggregate with
9 respect to personal injury or death and with respect to property damage. The comprehensive
10 general liability shall contain a per project aggregate endorsement.

11
12 18.3.2 Worker's compensation or similar insurance in form and
13 amounts required by law.

14
15 18.3.3 Automobile liability coverage of not less than \$1,000,000 per
16 person and not less than \$2,000,000 per occurrence for personal injury or death, and not less than
17 \$1,000,000 per occurrence for property damage.

18
19 18.4 Policy Provisions. All insurance which this Lease requires the Lessee to
20 carry and maintain, or cause to be carried or maintained, shall be in such form, for such amounts,
21 for such periods of time, and with such insurers as the Government may require or approve. All
22 policies or certificates issued by the respective insurers for public liability and all-risks property
23 insurance shall name the Government as an additional insured; shall provide that any losses shall
24 be payable notwithstanding any act or failure to act or negligence of the Lessee or the
25 Government or any other person; shall provide that no cancellation, reduction in amount, or
26 material change in coverage thereof shall be effective until at least thirty (30) days after receipt
27 by the Government of written notice thereof; shall provide that the insurer shall have no right of
28 subrogation against the Government; and shall be reasonably satisfactory to the Government in
29 all other respects. In no circumstances will the Lessee be entitled to assign to any third party
30 rights of action which the Lessee may have against the Government.

31
32 18.5 Delivery of Policies. The Lessee shall deliver or cause to be delivered
33 promptly to the Government a certificate of insurance evidencing the insurance required by this
34 Lease and shall also deliver no later than thirty (30) days prior to the expiration of any such
35 policy, a certificate of insurance evidencing each renewal policy covering the same risks.

36
37 19. LABOR PROVISION.

38
39 19.1 Equal Opportunity. During the term of this Lease, the Lessee agrees as
40 follows:
41

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1 19.1.1 The Lessee will not discriminate against any employee or applicant
2 for employment because of race, color, religion, sex, or national origin. The Lessee will take
3 affirmative action to ensure that applicants are employed and that the Lessee's or sublessee's
4 employees are to be treated during employment without regard to their race, color, religion, sex,
5 or national origin. Such actions shall include, but not be limited to the following: employment,
6 upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination,
7 rate of pay or other forms of compensation, selection for training, including apprenticeship. The
8 Lessee agrees to post, in conspicuous places, notices to be provided by the Government setting
9 forth the provisions of this nondiscrimination clause.

10
11 19.1.2 The Lessee will, in all solicitations or advertisements for
12 employees placed by or on behalf of the Lessee, state that all qualified applicants will receive
13 consideration for employment without regard to race, color, religion, sex, or national origin.

14
15 19.1.3 The Lessee will send to each labor union or representative of
16 workers with which it has a collective bargaining agreement or other contract or understanding a
17 notice to be provided by the Government, advising the labor union or worker's representative of
18 the Lessee's commitments under this Equal Opportunity Clause and shall post copies of the
19 notice in conspicuous places available to employees and applicants for employment.

20
21 19.1.4 The Lessee will comply with all provisions of Executive Order
22 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and
23 with the rules, regulations, and relevant orders of the Secretary of Labor.

24
25 19.1.5 The Lessee will furnish all information and reports required by
26 Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of
27 October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant
28 thereto, and will permit access to its books, records, and accounts by the Government and the
29 Secretary of Labor for purposes of investigating to ascertain compliance with such rules,
30 regulations, and orders.

31
32 19.1.6 In the event of the Lessee's noncompliance with the Equal
33 Opportunity Clause of this Lease or with any said rules, regulations, or orders, this Lease may be
34 canceled, terminated, or suspended in whole or in part, and the Lessee may be declared ineligible
35 for further Government contracts in accordance with procedures authorized in Executive Order
36 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and
37 such other sanctions may be imposed and remedies invoked as provided in Executive Order
38 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by
39 rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

40
41 19.1.7 The Lessee will include the above provisions in every sublease or
42 purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued

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1 pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended by
2 Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each
3 sublessee or vendor. Lessee will take such action with respect to any sublessee or purchase order
4 as the Government may direct as a means of enforcing such provisions including sanctions for
5 noncompliance; provided, however, that in the event the Lessee becomes involved in, or is
6 threatened with, litigation with the sublessee or vendor as a result of such direction by the
7 Government, the Lessee may request the United States to enter into such litigation to protect the
8 interests of the United States.

9
10 19.2 Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330). This
11 Lease, to the extent that it is a contract of a character specified in the Contract Work Hours
12 Standards Act (40 U.S.C. 327-330) and is not covered by the Walsh-Healy Public Contracts Act
13 (41 U.S.C. 35-45), is subject to the following provisions and exceptions of said Contract Work
14 Hours and Safety Standards Act and to all other provisions and exceptions of said law:

15
16 19.2.1 The Lessee shall not require or permit any laborer or mechanic any
17 workweek in which he is employed on any work under this Lease to work in excess of 40 hours
18 in such workweek on work subject to the provisions of the Contract Work Hours and Safety
19 Standards Act, unless such laborer or mechanic receives compensation at a rate not less than one
20 and one-half times his basic rate of pay for all such hours worked in excess of 40 hours in such
21 workweek. The "basic rate of pay", as used in this clause, shall be the amount paid per hour,
22 exclusive of the Lessee's contribution or cost for fringe benefits and any cash payment made in
23 lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination,
24 whichever is greater.

25
26 19.2.2 In the event of any violation of the provisions of paragraph 19.2.1,
27 the Lessee shall be liable to any affected employee for any amounts due and to the United States
28 for liquidated damages. Such liquidated damages shall be computed with respect to each
29 individual laborer or mechanic employed in violation of the provisions of paragraph 19.2.1 in the
30 sum of \$10.00 for each calendar day on which such employee was required or permitted to be
31 employed on such work in excess of the standard workweek of 40 hours without payment of the
32 overtime wages required by paragraph 19.2.1.

33
34 20: SUBMISSION OF NOTICES.

35
36 20.1. Notices. Notices shall be sufficient under this Lease if made in writing and
37 submitted, via certified mail or via a recognized overnight carrier, in the case of the Lessee to:

38
39 Executive Director
40 Local Redevelopment Authority for Naval Station Roosevelt Roads
41 New San Juan Office Building
42 159 Chardon Avenue, 2nd Floor

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1 San Juan, PR 00918
2 (787) 294-0101
3

4 With a copy to:

5
6 George Schlossberg, Esq.
7 Kutak Rock LLP
8 1101 Connecticut Avenue, NW
9 Suite 1000
10 Washington, D.C. 20036
11 (202) 828-2418
12

13 and, in the case of the Government, to:

14
15 Director
16 Navy BRAC PMO SE
17 4130 Faber Place Drive, Suite 202
18 North Charleston, SC 29405
19 (843) 743-2122
20

21 With a copy to:

22
23 NAVFAC Base Realignment and Closure Program Management Office Northeast
24 Department of the Navy
25 4911 South Broad Street
26 Philadelphia, PA 19112
27 Attn: Gregory C. Preston
28 (215) 897-4902
29

30 With a copy to:

31
32 Naval Facilities Engineering Command
33 1322 Patterson Ave, SE
34 Suite 1000
35 Washington Navy Yard
36 Washington, DC 20374-5065
37 Attn: Ray M. Bourgeois Esq.
38 (202) 685-1483
39

40 Such notices shall be effective upon receipt if delivered personally or by messenger or
41 fourteen (14) business days after deposit in the mails if mailed. The above-named individuals or

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1 offices so designated shall be the representatives of the parties and the points of contact during
2 the period of this Lease.

3
4 20.2 Additional Notice Parties. From time to time during the lease term,
5 Lessee may designate one or more additional parties (each, an "Additional Notice Party" and
6 collectively the "Additional Notice Parties") to receive a copy of every notice sent to Lessee
7 hereunder. Such designation shall be made in writing in accordance with Paragraph 20.1 above,
8 and shall include the name of the Additional Notice Party, a complete mailing address (including
9 street address), telephone number and contact person. Following Government's receipt of such
10 designation, Government shall cause a copy of any notice given to Lessee to be given
11 simultaneously to all Additional Notice parties. Lessee may remove an Additional Notice Party
12 or change an address or contact person by giving notice of the same in accordance with
13 Paragraph 20.1 above.

14
15 21. STORAGE. Any Government property which must, in the Lessee's
16 determination, be removed to permit exercise of the privilege granted by this Lease shall be
17 stored, relocated, or removed from the site and returned to a specified location designated by the
18 Government within the confines of the Lease Premises, upon termination of this Lease, at the
19 sole cost and expense of the Government.

20
21 22. AUDIT. This Lease shall be subject to audit by any and all cognizant
22 Government agencies. The Lessee shall make available to such agencies for use in connection
23 with such audits all records which it maintains with respect to this Lease and copies of all reports
24 required to be filed hereunder.

25
26 23. RESERVED.

27
28 24. AGREEMENT. This Lease shall not be modified unless in writing and signed by
29 both parties.

30
31 25. FAILURE TO INSIST ON COMPLIANCE. The failure of the parties to insist, in
32 any one or more instances, upon performance of any of the terms, covenants, or conditions of
33 this Lease shall not be construed as a waiver or relinquishment of such party's right to the future
34 performance of any such terms, covenants, or conditions, and such party's obligations in respect
35 of such future performance shall continue in full force and effect.

36
37 26. DISPUTES.

38
39 26.1 If a dispute arises under this Lease, the following procedures shall apply:
40 (1) Either party may invoke this dispute resolution procedure, (2) The parties shall make
41 reasonable efforts to informally resolve disputes at the lowest level prior to the issuance of a

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1 formal written statement of dispute under the procedures set forth below, and (3) Both parties
2 shall abide by the terms and conditions of any final resolution of the dispute.
3

4 26.2 Within thirty (30) days after any action which leads to or generates a
5 dispute or after efforts to informally resolve a dispute have failed, either party may submit a
6 written statement of dispute to the other party setting forth the nature of the dispute, the work
7 affected by the dispute, the disputing party's technical and legal position regarding the dispute,
8 and the relief requested. The BRAC Real Estate Contracting Officer, BRAC Program
9 Management Office, Northeast, Naval Facilities Engineering Command, and the Executive
10 Director, LRA, shall serve as Dispute Resolution Managers for their respective party. The
11 written statement of dispute shall be mailed by the Dispute Resolution Manager for the disputing
12 party to the Dispute Resolution Manager for the other party.
13

14 26.3 The Dispute Resolution Managers shall have twenty-one (21) working
15 days to resolve the dispute from the date of receipt of the written statement of dispute. The
16 resolution of the dispute shall be memorialized in writing.
17

18 26.4 The parties shall diligently perform under this Lease pending the
19 completion of these dispute resolution procedures.
20

21 26.5 If the Dispute Resolution Managers are unable to resolve the dispute
22 within twenty-one (21) working days of receipt of the written statement of dispute, the parties
23 may pursue whatever remedies they may have at law or equity.
24

25 26.6 The timeframes set forth above for reporting and resolution of disputes
26 may be extended by mutual agreement of the parties and such agreement shall be memorialized
27 in writing.
28

29 27. COVENANT AGAINST CONTINGENT FEES. The Lessee warrants that no
30 person or agency has been employed or retained to solicit or secure this Lease upon an
31 agreement or understanding for a commission, percentage, brokerage, or contingent fee,
32 excepting bona fide employees or bona fide established commercial agencies maintained by the
33 Lessee for the purpose of securing business. For breach or violation of this warranty, the
34 Government shall have the right to annul this Lease without liability or in its discretion to require
35 the Lessee to pay, in addition to the rental or consideration, the full amount of such commission,
36 percentage, brokerage, or contingent fee.
37

38 28. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress, or
39 Resident Commissioner, shall be admitted to any share or part of this Lease or to any benefit to
40 arise therefrom, but this provision shall not be construed to extend to this Lease if made with a
41 corporation for its general benefit.
42

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1 29. MORTGAGE OF LEASEHOLD INTERESTS.

2
3 29.1 Except as herein provided, the Lessee or sublessee shall not: (a) engage in
4 any financing or other transaction creating any mortgage upon the Lease Premises; (b) place or
5 suffer to be placed upon the Lease Premises any lien or other encumbrance; or (c) suffer any levy
6 or attachment to be made on the Lessee's interest in the Lease Premises; any such mortgage,
7 encumbrance or lien shall be deemed a violation of this covenant on the date of its execution or
8 filing of record, regardless of whether or when it is foreclosed or otherwise enforced.
9

10 29.2 During the term of this Lease, the Lessee or sublessee may encumber its
11 (or their) leasehold interest(s) as well as its (or their) interest(s) in the improvements on the
12 Lease Premises by one or more loans secured by a mortgage. The proposed holder of any such
13 mortgage must be approved by the Government prior to the execution of such loan and, upon
14 such approval, which shall not be unreasonably withheld, shall be referred to herein as the
15 "Mortgagee". Notwithstanding any foreclosure, the Lessee shall remain liable for the
16 performance of all the provisions of this Lease which, by the terms hereof are to be carried out
17 and performed by the Lessee, and any approved sublease shall remain subject to the provisions
18 of this Lease in accordance with Paragraph 5.
19

20 29.3 The Lessee shall notify the Government promptly of any lien or
21 encumbrance which has been created or attached to the improvements or the Lessee's or
22 sublessee's interest in the improvements, whether by act of the Lessee or sublessee or otherwise,
23 of which the Lessee or the sublessee itself has notice. If a Mortgagee or purchaser at foreclosure
24 of the mortgage shall acquire the Lessee's or sublessee's interest in the improvements by virtue of
25 the default by the Lessee or sublessee, under the mortgage or otherwise, this Lease shall continue
26 in full force and effect so long as the Mortgagee or purchaser at foreclosure is not in default
27 hereunder. The Mortgagee or purchaser at foreclosure may not appoint an agent or nominee to
28 operate this Lease on its behalf without obtaining the prior written approval of the Government's
29 Authorized Contracting Officer. For the period of time during which the Mortgagee or any
30 purchaser at foreclosure of a mortgage holds the Lessee's or sublessee's interest, the Mortgagee
31 or such purchaser shall become liable and fully bound by the provisions of this Lease.
32

33 29.4 In no event shall the right granted herein to the Lessee or sublessee to
34 mortgage or otherwise encumber Lessee's or sublessee's leasehold interest, created by and
35 pursuant to this Lease, be deemed or interpreted as a subordination of the Government's interest
36 in the Lease Premises to the lien of such mortgage or encumbrance, it being expressly agreed
37 that under no circumstances shall the Lessee or sublessee have the right to mortgage or encumber
38 the interest of the Government in the Lease Premises or subordinate such interests to the lien of
39 any mortgage or encumbrance that Lessee or sublessee may place upon its leasehold estate
40 created by and pursuant to this Lease.
41

NSRR LEASE IN FURTHERANCE OF CONVEYANCE

Page 24.

1 29.5 The Government consents to Lessee's or its sublessee's grant, if any, to the
2 Mortgagee of a security interest in any fixtures, equipment, inventory and/or other personal
3 property owned by the Lessee or its sublessees and located on the Lease Premises. The
4 Government hereby waives any interest that the Government may have in such personal
5 property, by virtue of this Lease.

6
7 29.6 Any mortgages, liens, encumbrances or other interests created pursuant to
8 Paragraph 29 shall not be subject to the provisions of Paragraph 30.

9
10 29.7 Estoppels Certificates. Provided the facts support such a statement,
11 Government and Lessee shall within 10 days of written request by the other, certify by written
12 instrument as to the following:

- 13
14 (i) That the Lease is unmodified and in full force and effect;
15 (ii) That no default has occurred under the Lease which has not been
16 waived, and no event has occurred which, but for the passage of time and/or the giving of notice,
17 would constitute a default under the Lease;
18 (iii) that to their best knowledge, there are no existing claimed set-offs
19 or defenses against the enforcement of any of the agreements, terms, covenants or conditions of
20 the Lease and any modifications of the Lease on the part of the other party to be performed or
21 complied with; and
22 (iv) The date of expiration of the term.

23
24 30. LIENS. Subject to Paragraph 29 above, the Lessee shall promptly discharge or
25 cause to be discharged valid liens, rights in rem, claims, or demands of any kind, except one in
26 favor of the Government, which at any time may arise or exist as a result of any action of Lessee
27 or any sublessee with respect to the Lease Premises or materials or equipment furnished
28 therefore, or any part thereof, and if the same shall not be promptly discharged by the Lessee, or
29 should the Lessee or sublessee be declared bankrupt or make an assignment on behalf of
30 creditors, or should this Leasehold estate be taken by execution, the Government reserves the
31 right to take immediate possession without any liability to the Lessee or any sublessee. The
32 Lessee and any sublessee shall be responsible for all costs incurred by the Government in
33 securing clear title to its property.

34
35 31. TAXES. To the extent that Lessee subleases the Lease Premises, such sublessee
36 shall pay to the proper authority, when and as the same become due and payable, all taxes,
37 assessments, and similar charges which, at any time during the term of this Lease, may be
38 imposed upon the Lessee with respect to the Lease Premises. Section 2667(e) of title 10, United
39 States Code, contains the consent of Congress to the taxation of the Lessee's interest in the Lease
40 Premises, whether or not the Lease Premises are in an area of exclusive Federal jurisdiction.
41 Should Congress consent to taxation of the Government's interest in the Lease Premises, this
42 Lease will be renegotiated.

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Exhibit "A"
LEASE PREMISES

SUBSTANTIALLY IN THE FORM OF

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2
3

Exhibit "A-1"

DESCRIPTION OF WASTEWATER UTILITY SYSTEM

SUBSTANTIALLY IN THE FORM OF

Exhibit "B"

FINDINGS OF NO SIGNIFICANT IMPACT (FONSI)s

1
2
3
4

SUBSTANTIALLY IN THE FORM OF

Exhibit "C"

JOINT INSPECTION REPORT

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SUBSTANTIALLY IN THE FORM OF

Exhibit "D"

FINDING OF SUITABILITY TO LEASE (FOSL)

1
2
3
4

SUBSTANTIALLY IN THE FORM OF

1 **MUTUAL UNDERSTANDINGS**

2
3 **NOW, THEREFORE**, in consideration of the foregoing recitals and other consideration
4 set forth herein, it is mutually agreed as follows:
5

6 1. **Transfer.** For good and valuable consideration, the receipt and sufficiency of which is
7 hereby acknowledged, the Navy hereby grants, releases, quitclaims, and transfers to the LRA
8 title and ownership of all of the Navy owned tangible personal property located on the Property
9 ("**Personal Property**"). *[Note: if a list of Personal Property exists, we can attach it as an*
10 *exhibit. If not, this language will suffice.]*
11

12 2. **No Warranty.** The Personal Property transferred under this Bill of Sale is conveyed
13 without warranty of any kind and is delivered to the LRA "as is," "where is." The Navy makes
14 no warranty as to the Personal Property's usability generally or as to its fitness for any particular
15 purpose. This Bill of Sale shall be effective as of the Effective Date.
16

17 **IN WITNESS WHEREOF**, the Parties, intending to be legally bound hereby, have
18 caused their duly appointed representatives to execute this Bill of Sale as of the Effective Date
19 set forth above.
20

21 **UNITED STATES OF AMERICA,**
22 acting by and through the Department of the Navy
23

24
25
26 BY: _____
27 Name:
28 Title:
29
30

31 [INSERT APPROPRIATE NOTARY BLOCK]
32

ACCEPTANCE

**LOCAL REDEVELOPMENT AUTHORITY
FOR THE NAVAL STATION ROOSEVELT
ROADS**

BY: _____
Name:
Title:

[INSERT APPROPRIATE NOTARY BLOCK]

Exhibit K-2

Bill of Sale

Electric Utility Distribution System and Components Located on Property
at the Former Naval Station Roosevelt Roads, Ceiba, PR
(INSERT DATE)

THIS BILL OF SALE is made as of this ____ day of _____, 2012 by the United States of America, acting by and through the Department of the Navy, Base Realignment and Closure Program Management Office Southeast (the "GOVERNMENT") with an address of 4130 Faber Place, Suite 202, Charleston, SC 29405-8503, represented in this act by its Real Estate Contracting Officer, Gregory C. Preston.

The Government, in accordance with its authority under Section 8132 of the Department of Defense Appropriations Act for the Fiscal Year 2004 (P.L. 108-87), Section 2905(b)(5) of the Defense Base Closure and Realignment Act of 1990, as amended (title XXXIX of Public Law No. 101-510, 10 U.S.C. 2687) does hereby sell, assign, transfer, and set over unto the Local Redevelopment Authority for Naval Station Roosevelt Roads, its successors and assigns, forever ("GRANTEE") any and all right, title, and interest in and to the Electric Utility Facilities and Electric Utility Structures (as such terms are defined in Exhibit 1 hereto) located and situated on real property in Government ownership which is more particularly described by Exhibit 2 hereto, less and except those Electric Utility Facilities and Electric Utility Structures located within the boundaries of parcels previously conveyed out of Government ownership and more particularly described by Exhibits 3 through 7, ("Conveyed Utilities") set forth in the following Exhibits:

- Exhibit 1 Definitions
- Exhibit 2 Legal Description - NSRR Joined Parcel
- Exhibit 3 Legal Description - Los Machos Beach 3 Parcel
- Exhibit 4 Legal Description - Conservation Zone Parcels
- Exhibit 5 Legal Description - Airfield Parcels
- Exhibit 6 Legal Description - Hospital Parcel
- Exhibit 7 Legal Description - Army-Moscrip Parcel
- Exhibit 8 Description of Utility Facilities, Equipment and
 Electric Components to be Conveyed

TO HAVE AND TO HOLD the same to GRANTEE, its successors and assigns, forever.

The Condition of the Conveyed Utilities

The Conveyed Utilities are currently operating and are being conveyed to the GRANTEE in an operable condition.

Except as otherwise set forth in this Bill of Sale, the Conveyed Utilities are being conveyed "AS IS" and "WHERE IS," without representation, warranty, or guaranty as to quality, character, condition, size, kind, or fitness for a particular purpose. GOVERNMENT assumes no responsibility, nor shall be responsible for any liability, action or claim that may result from the condition, use or ownership of the Conveyed Utilities.

[Signature Page Follows]

IN WITNESS WHEREOF, the United States of America, intending to be legally bound, has executed this Bill of Sale the date and year above first written.

UNITED STATES OF AMERICA, acting by and through the Department of the Navy, Base Realignment and Closure Program Management Office

ATTEST:

By: _____

By: _____

Name: _____

Gregory C. Preston
Real Estate Contracting Officer

Title: _____

State of _____

:

ss

County of _____

:

AND NOW, this ____ day of _____, 2012, before me, the undersigned officer, personally appeared GREGORY C. PRESTON, known to me to be the Real Estate Contracting Officer, Navy Base Realignment and Closure Program Management Office, and he acknowledged (i) that he, being authorized to do so, executed the foregoing instrument (being a bill of sale) for the purposes therein contained, and (ii) that the same was the free act and deed of the United States of America.

In witness whereof, I hereunto set my hand and official seal:

Notary Public

EXHIBIT 1

For purposes of this Bill of Sale, the following terms shall have the meanings noted below:

Electric Utility System (or when singular, Electric Utility): Electricity system.

Electric Utility Facilities (or, when singular, Electric Utility Facility): All surface, subsurface or elevated pipes, poles, lines, service connections, conduits, tanks, feeders, wires, fixtures, ducts, manholes, handholes, cables and similar equipment, facilities, and devices now or hereafter used for supplying, distributing or storing any Electric Utility, up to the five (5) foot building line.

Electric Utility Structures (or when singular, Electric Utility Structure): Any building, structure, pumphouse, pumping station, metering station, reducing station, lift station, containment vessel, reservoir, vault, or similar improvement, used or intended to be used for containment, conduction, distribution, assembly, location or relocation of any Electric Utility Facility.

EXHIBIT 2

Legal Description - NSRR Joined Parcel

EXHIBIT 3

Legal Description – Los Machos Beach 3 Parcel

EXHIBIT 4

Legal Description – Conservation Zone Parcels

EXHIBIT 5

Legal Description – Airfield Parcel

EXHIBIT 6

Legal Description – Hospital Parcel

EXHIBIT 7

Legal Description – Army-Moscrip Parcel

EXHIBIT 8

Description of Electric Utility Facilities, Equipment and
Components to be Conveyed

Sub-Stations

Transformers

Manholes

Capchart

Exhibit K-3

Bill of Sale

**Water Utility Distribution System and Components Located on Property
at the Former Naval Station Roosevelt Roads, Ceiba, PR
(INSERT DATE)**

THIS BILL OF SALE is made as of this ____ day of _____, 2012 by the United States of America, acting by and through the Department of the Navy, Base Realignment and Closure Program Management Office Southeast (the "GOVERNMENT") with an address of 4130 Faber Place, Suite 202, Charleston, SC 29405-8503, represented in this act by its Real Estate Contracting Officer, Gregory C. Preston.

The Government, in accordance with its authority under Section 8132 of the Department of Defense Appropriations Act for the Fiscal Year 2004 (P.L. 108-87), Section 2905(b)(5) of the Defense Base Closure and Realignment Act of 1990, as amended (title XXXIX of Public Law No. 101-510, 10 U.S.C. 2687) does hereby sell, assign, transfer, and set over unto the Local Redevelopment Authority for Naval Station Roosevelt Roads, its successors and assigns, forever ("GRANTEE") any and all right, title, and interest in and to the Water Utility Facilities and Water Utility Structures (as such terms are defined in Exhibit 1 hereto) located and situated on real property in Government ownership which is more particularly described by Exhibit 2 hereto, less and except those Water Utility Facilities and Water Utility Structures located within the boundaries of parcels previously conveyed out of Government ownership and more particularly described by Exhibits 3 through 7, ("Conveyed Utilities") set forth in the following Exhibits:

- Exhibit 1 Definitions
- Exhibit 2 Legal Description - NSRR Joined Parcel
- Exhibit 3 Legal Description - Los Machos Beach 3 Parcel
- Exhibit 4 Legal Description - Conservation Zone Parcels
- Exhibit 5 Legal Description - Airfield Parcels
- Exhibit 6 Legal Description - Hospital Parcel
- Exhibit 7 Legal Description - Army-Moscrip Parcel
- Exhibit 8 Description of Water Utility Facilities, Equipment and
 Components to be Conveyed

TO HAVE AND TO HOLD the same to GRANTEE, its successors and assigns, forever.

The Condition of the Conveyed Utilities

The Conveyed Utilities are currently operating and are being conveyed to the GRANTEE in an operable condition.

Except as otherwise set forth in this Bill of Sale, the Conveyed Utilities are being conveyed "AS IS" and "WHERE IS," without representation, warranty, or guaranty as to quality, character, condition, size, kind, or fitness for a particular purpose. GOVERNMENT assumes no responsibility, nor shall be responsible for any liability, action or claim that may result from the condition, use or ownership of the Conveyed Utilities.

[Signature Page Follows]

IN WITNESS WHEREOF, the United States of America, intending to be legally bound, has executed this Bill of Sale the date and year above first written.

UNITED STATES OF AMERICA, acting by and through the Department of the Navy, Base Realignment and Closure Program Management Office

ATTEST:

By: _____

By: _____

Name: _____

Gregory C. Preston
Real Estate Contracting Officer

Title: _____

State of _____

:

ss

County of _____

:

AND NOW, this ____ day of _____, 2012, before me, the undersigned officer, personally appeared GREGORY C. PRESTON, known to me to be the Real Estate Contracting Officer, Navy Base Realignment and Closure Program Management Office, and he acknowledged (i) that he, being authorized to do so, executed the foregoing instrument (being a bill of sale) for the purposes therein contained, and (ii) that the same was the free act and deed of the United States of America.

In witness whereof, I hereunto set my hand and official seal:

Notary Public

EXHIBIT 1

For purposes of this Bill of Sale, the following terms shall have the meanings noted below:

Water Utility System (or when singular, Water Utility): Potable water and non-potable water system.

Water Utility Facilities (or, when singular, Water Utility Facility): All surface, subsurface or elevated pipes, poles, lines, service connections, conduits, tanks, feeders, wires, fixtures, ducts, manholes, handholes, cables and similar equipment, facilities, and devices now or hereafter used for supplying, distributing or storing any Water Utility, up to the five (5) foot building line.

Water Utility Structures (or when singular, Water Utility Structure): Any building, structure, pumphouse, pumping station, metering station, reducing station, lift station, containment vessel, reservoir, vault, or similar improvement, used or intended to be used for containment, conduction, distribution, assembly, location or relocation of any Water Utility Facility.

EXHIBIT 2

Legal Description - NSRR Joined Parcel

EXHIBIT 3

Legal Description – Los Machos Beach 3 Parcel

EXHIBIT 4

Legal Description – Conservation Zone Parcels

EXHIBIT 5

Legal Description – Airfield Parcel

EXHIBIT 6

Legal Description – Hospital Parcel

EXHIBIT 7

Legal Description – Army-Moscrip Parcel

EXHIBIT 8

Description of Water Utility Facilities, Equipment and
Components to be Conveyed

Lift Stations

Pump Stations

Manholes

Capchart

Exhibit K-4

Bill of Sale

Waste Water Utility Distribution System and Components Located on Property
at the Former Naval Station Roosevelt Roads, Ceiba, PR
(INSERT DATE)

THIS BILL OF SALE is made as of this ____ day of _____, 2012 by the United States of America, acting by and through the Department of the Navy, Base Realignment and Closure Program Management Office Southeast (the "GOVERNMENT") with an address of 4130 Faber Place, Suite 202, Charleston, SC 29405-8503, represented in this act by its Real Estate Contracting Officer, Gregory C. Preston.

The Government, in accordance with its authority under Section 8132 of the Department of Defense Appropriations Act for the Fiscal Year 2004 (P.L. 108-87), Section 2905(b)(5) of the Defense Base Closure and Realignment Act of 1990, as amended (title XXXIX of Public Law No. 101-510, 10 U.S.C. 2687) does hereby sell, assign, transfer, and set over unto the Local Redevelopment Authority for Naval Station Roosevelt Roads, its successors and assigns, forever ("GRANTEE") any and all right, title, and interest in and to the Waste Water Utility Facilities and Waste Water Utility Structures (as such terms are defined in Exhibit 1 hereto) located and situated on real property in Government ownership which is more particularly described by Exhibit 2 hereto, less and except those Waste Water Utility Facilities and Waste Water Utility Structures located within the boundaries of parcels previously conveyed out of Government ownership and more particularly described by Exhibits 3 through 7, ("Conveyed Utilities") set forth in the following Exhibits:

- Exhibit 1 Definitions
- Exhibit 2 Legal Description - NSRR Joined Parcel
- Exhibit 3 Legal Description - Los Machos Beach 3 Parcel
- Exhibit 4 Legal Description - Conservation Zone Parcels
- Exhibit 5 Legal Description - Airfield Parcels
- Exhibit 6 Legal Description - Hospital Parcel
- Exhibit 7 Legal Description - Army-Moscric Parcel
- Exhibit 8 Description of Waste Water Utility Facilities, Equipment and Components to be Conveyed

TO HAVE AND TO HOLD the same to GRANTEE, its successors and assigns, forever.

The Condition of the Conveyed Utilities

The Conveyed Utilities are not currently operating and are being conveyed to GRANTEE in a non-operating condition.

Except as otherwise set forth in this Bill of Sale, the Conveyed Utilities are being conveyed "AS IS" and "WHERE IS," without representation, warranty, or guaranty as to quality, character, condition, size, kind, or fitness for a particular purpose. GOVERNMENT assumes no responsibility, nor shall be responsible for any liability, action or claim that may result from the condition, use or ownership of the Conveyed Utilities.

[Signature Page Follows]

IN WITNESS WHEREOF, the United States of America, intending to be legally bound, has executed this Bill of Sale the date and year above first written.

UNITED STATES OF AMERICA, acting by and through the Department of the Navy, Base Realignment and Closure Program Management Office

ATTEST:

By: _____

By: _____

Name: _____

Gregory C. Preston
Real Estate Contracting Officer

Title: _____

State of _____

:

County of _____

:

ss

:

AND NOW, this _____ day of _____, 2012, before me, the undersigned officer, personally appeared GREGORY C. PRESTON, known to me to be the Real Estate Contracting Officer, Navy Base Realignment and Closure Program Management Office, and he acknowledged (i) that he, being authorized to do so, executed the foregoing instrument (being a bill of sale) for the purposes therein contained, and (ii) that the same was the free act and deed of the United States of America.

In witness whereof, I hereunto set my hand and official seal:

Notary Public

EXHIBIT 1

For purposes of this Bill of Sale, the following terms shall have the meanings noted below:

Waste Water Utility System (or when singular, Waste Water Utility): Sanitary sewer system.

Waste Water Utility Facilities (or, when singular, Waste Water Utility Facility): All surface, subsurface or elevated pipes, poles, lines, service connections, conduits, tanks, feeders, wires, fixtures, ducts, manholes, handholes, cables and similar equipment, facilities, and devices now or hereafter used for supplying, distributing or storing any Waste Water Utility, up to the five (5) foot building line.

Waste Water Utility Structures (or when singular, Waste Water Utility Structure): Any building, structure, pumphouse, pumping station, metering station, reducing station, lift station, containment vessel, reservoir, vault, or similar improvement, used or intended to be used for containment, conduction, distribution, assembly, location or relocation of any Waste Water Utility Facility.

EXHIBIT 2

Legal Description - NSRR Joined Parcel

EXHIBIT 3

Legal Description – Los Machos Beach 3 Parcel

EXHIBIT 4

Legal Description – Conservation Zone Parcels

EXHIBIT 5

Legal Description – Airfield Parcel

EXHIBIT 6

Legal Description – Hospital Parcel

EXHIBIT 7

Legal Description – Army-Moscrip Parcel

EXHIBIT 8

Description of Waste Water Utility Facilities, Equipment and
Components to be Conveyed

WTP

Bundy WWTP

Forrestal WWTP

Capehart

EXHIBIT L-1

NAVY REPRESENTATIONS

[Insert Date]

Jaime López Díaz
Acting Executive Director
Local Redevelopment Authority for the Naval Station Roosevelt Roads
The New San Juan Office Building
Chardon #159, 2nd Floor
Hato Rey, Puerto Rico 00918

Dear Mr. López:

I have reviewed the *Economic Development Conveyance Memorandum of Agreement Between the United States of America Acting by and through the Navy ("Navy") and the Local Redevelopment Authority for Naval Station Roosevelt Roads ("LRA")* dated _____, 2011 ("Agreement").

To the best of the Navy's information, knowledge, and belief, I certify that all of the representations of the Navy set forth in the Agreement are true and correct as of the _____ day of _____, the date of Closing.

Sincerely,

Gregory C. Preston
Deputy Director / Base Closure Manager
Base Realignment and Closure Program Management Office, Northeast
Department of the Navy

EXHIBIT L-2

LRA REPRESENTATIONS

[Insert Date]

Mr. Gregory C. Preston
Deputy Director / Base Closure Manager
Base Realignment and Closure Program Management Office, Northeast
Department of the Navy
4911 South Broad Street
Philadelphia, PA 19112

Dear Mr. Preston:

I have reviewed the *Economic Development Conveyance Memorandum of Agreement Between the United States of America Acting by and through the Navy ("Navy") and the Local Redevelopment Authority for Naval Station Roosevelt Roads ("LRA")* dated _____, 2011 ("Agreement").

To the best of the LRA's information, knowledge, and belief, I certify that all of the representations of the LRA set forth in the Agreement are true and correct as of the _____ day of _____, the date of Closing.

Sincerely,

Jaime López Díaz
Acting Executive Director
Local Redevelopment Authority for the Naval Station Roosevelt Roads

EXHIBIT M
RESERVED



DEPARTMENT OF THE NAVY
BASE REALIGNMENT AND CLOSURE
PROGRAM MANAGEMENT OFFICE SOUTHEAST
4130 FABER PLACE DRIVE
SUITE 202
NORTH CHARLESTON, SC 29405

Ser BPMOSE tbf/0016
20 Dec 11

Ms. Johanna Vazquez
Department of Natural Resources
Commonwealth of Puerto Rico
P. O. Box 366147
San Juan, Puerto Rico 00936

Subj: NOTICE OF ABANDONMENT OF WATER PERMIT TO UNITED STATES NAVY
DEPARTMENT FOR ROOSEVELT ROADS DATED JUNE 5, 1944

Dear Ms. Vazquez:

The United States of America, acting by and through the Department of the Navy ("Navy"), intends to convey the utility infrastructure at Naval Station Roosevelt Roads to the Local Redevelopment Authority for Naval Station Roosevelt Roads ("LRA") in accordance with that certain Economic Development Conveyance Memorandum of Agreement dated December 20, 2011 ("Agreement").

The Navy hereby notifies you that it will abandon its Water Permit dated June 5, 1944 ("Permit"), and all rights and privileges associated with such Permit, at Naval Station Roosevelt Roads, effective on the date that title to such utility infrastructure is conveyed to the LRA in accordance with the Bill of Sale to the LRA attached and made a part of the Agreement. The anticipated date of the conveyance of the utility infrastructure is January 25, 2012. The LRA will provide you with a copy of the executed Bill of Sale to confirm the effective date of this abandonment.

Please contact the undersigned at 215-897-4910 with any questions or should you require further evidence of the Navy's abandonment of the Permit.

Sincerely,


GREGORY PRESTON
Real Estate Contracting Officer

Copy to:
Jaime López-Díaz, Roosevelt Roads Local Redevelopment Authority
George Schlossberg, Esq.

EXHIBIT N

WATER PERMIT ABANDONMENT NOTICE

1 execution and delivery of the Agreement by the Parties, and for other good and valuable
2 consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby
3 state and agree as follows:
4

5 1. The Parties have executed and delivered the Agreement. Copies of the
6 Agreement are being held by both Parties at their respective addresses.
7

8 2. The conveyance of the Property from the Navy to the LRA will be on the terms
9 and conditions set forth in the Agreement.
10

11 3. All of the terms, conditions, definitions, provisions and covenants of the
12 Agreement are incorporated in this Short Form Notice by reference as though written out at
13 length herein and the Agreement and this Short Form Notice shall be deemed to constitute a
14 single instrument or document. The rights and obligations of the Parties shall be construed
15 solely by reference to the provisions of the Agreement and in the event of any conflict between
16 the provisions of this Agreement and those of the Short Form Notice, the provisions of the
17 Agreement shall control.
18

19 4. From the Effective Date of the Agreement through the Initial Closing and any
20 subsequent Closings, and except for environmental restrictions or land use covenants consistent
21 with the Agreement as may be designated in the CERCLA Record of Decision, an approved
22 Corrective Action Plan, or the FOST, the Navy shall not permit, agree to sell, encumber, or grant
23 any interest in the Property or any part thereof in any form or manner whatsoever, or otherwise
24 perform or permit any act that will diminish or otherwise affect the LRA's interest under the
25 Agreement or to the Property, or which will prevent the Navy's full performance of its
26 obligations under the Agreement, without the written consent of the LRA.
27

28 5. This Short Form Notice shall inure to the sole benefit of and be binding upon the
29 Parties and their respective successors and assigns.
30

31 6. This Short Form Notice may be executed in multiple counterparts and/or with the
32 signatures of the Parties set forth on different signature sheets and all such counterparts, when
33 taken together, shall be deemed one original.
34

35 **[SIGNATURE PAGES FOLLOW]**

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IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have caused their duly appointed representatives to execute this Short Form Notice of Agreement as of the Effective Date set forth above.

UNITED STATES OF AMERICA,
acting by and through the Department of the Navy

BY: _____
Name:
Title:

**LOCAL REDEVELOPMENT AUTHORITY
FOR THE NAVAL STATION ROOSEVELT
ROADS**

BY: _____
Name:
Title:

EXHIBIT P
TITLE AFFIDAVIT

Affidavit of Title

Gregory C. Preston, of full age, being duly sworn according to law deposes and says under oath:

1. **Officers.** I am the Real Estate Contracting Officer for the NAVFAC Base Closure Program Management Office Southeast, hereinafter referred to as the "Government" and sometimes simply "it" or "its". I am a citizen of the United States and at least 18 years old.
2. **Representations.** The statements contained in this Affidavit are true to the best of my knowledge, information and belief.
3. **Authority.** The United States of America, acting through the Secretary of the Navy, is the owner of a portion of the property known as the Naval Station Roosevelt Roads, Puerto Rico, called "this Property." This Property is to be transferred to the Commonwealth of Puerto Rico acting by and through the Local Redevelopment Authority for Naval Station Roosevelt Roads ("LRA") pursuant to, and as described in, that certain 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 dated December 20, 2011 (the "Agreement").
 - (i) Government has not granted to any person other than the LRA a right of first refusal, option to purchase, or other right to purchase all or any part of the Property and;
 - (ii) Government has full power and authority to execute and deliver the Agreement and to perform all obligations arising thereunder.

This action, and the making of this Affidavit of Title, have been duly authorized by the Navy. A copy of this authorization is attached and made a part of this Affidavit.

4. **Leases and Contracts.** To the best of Government's knowledge there are (i) no leases, letters of intent or other rental occupancy agreements (written or oral) which grant any possessory interest in and to all or any portion of the Property, except for those provided in Exhibit "A" attached hereto, and (ii) the Government has made no oral or written commitments or representations, or understandings or agreements with any other governmental authority (including Federal agencies).
5. **Improvements.** All charges for municipal improvements such as sewers, sidewalks, curbs, or similar improvements benefiting this Property have been or will be paid in full as the time of closing.
6. **Claims.** With the exception of a Notice and Claim for Equitable Lien filed in the United States District Court, Northern District of Illinois in the amount of \$391,906.45, to the best of Government's knowledge, information and belief, Government has not received any notice of (and is not otherwise aware of) any violations of any legal requirements with respect to the Property. To the best of Government's knowledge, information and belief, there are no claims, causes of action or other litigation or proceedings pending or threatened with respect to the ownership or operation of the Property or any part thereof (including, without limitation, disputes with mortgages, governmental authorities, utilities, contractors or adjoining land owners).
7. **Exceptions.** The following is a complete list of exceptions to any of the above statements. This includes all liens or mortgages which are not being paid as a result of this transaction. NONE

8. **Complete Information.** To the best of Government's knowledge, information and belief, the information included in the Agreement, and the Exhibits thereto and the documents to be delivered to the LRA pursuant to the Agreement or previously delivered to the LRA are true, correct and complete in all material respects, and the same do not omit any material information required to make the submission thereof fair and complete.

9. **Mechanic's Liens.** With the exception of a Notice and Claim for Equitable Lien filed in the United States District Court, Northern District of Illinois in the amount of \$391,906.45, to the best of Government's knowledge, information and belief, there is no person to whom a debt is due for labor or materials furnished in the erection, alteration, repair or removal of a building or structure upon the Property by virtue of an agreement with, or by the consent of the Government, or of a person having authority from or rightfully acting for the Government in promising or furnishing such labor or materials for work actually performed during the past 93 days, except for those Government contractors contained in Exhibit "B", attached hereto and made a part hereof, as well as any of their subcontractors.

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 Affidavit of Title 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. _____

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 ____ day of January, 2012.

Exhibit A

None.

Exhibit B

Powercooling & Controls, Inc.
Apama St. KM 20.7 Camarones Ward
Guaynabo, PR 00971

Michael Baker Jr., Inc.
272 Bendix Rd Ste 400
Virginia Beach, VA 23452

CH2M Hill, Inc.
15010 Conference Center Dr Suite 200
Chantilly VA 20151

AGVIQ-CH2M Hill Joint Venture III
2121 Abbott Rd.
Anchorage, AK 99507-4453

Tetra Tech NUS, Inc.
Twin Oaks I, Suite 305
Norfolk, VA 23502

Right Way Environmental Contractors, Inc.
Interior KM 7.6 BRR 152
Barranquitas, PR 00794-9800

Solutions-IES, Inc.
1101 Nowell Rd.
Raleigh, NC 27607



DEPARTMENT OF THE NAVY
BASE REALIGNMENT AND CLOSURE
PROGRAM MANAGEMENT OFFICE SOUTHEAST
4130 FABER PLACE DRIVE
SUITE 202
NORTH CHARLESTON, SC 29405

Ser BPMOSE rdc/0203
31 Aug 11

Mr. Carlos A. Rubio-Cancela
State Historical Preservation Officer
Attn: Mr. Miguel Bonini, Archaeologist
Oficina Estatal de Conservación Histórica
Calle Norzagaray Final/Esquina de Calle Beneficiencia
Cuartel de Ballajá, 3er Piso, Oficina 336
San Juan, PR 00906-6581

Subj: EXECUTION OF THE MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES NAVY AND THE PUERTO RICO HISTORIC PRESERVATION OFFICER CONCERNING THE DISPOSAL OF NAVAL ACTIVITY PUERTO RICO

Dear Mr. Rubio-Cancela,

The Navy is writing in regard to the disposal of Naval Activity Puerto Rico (NAPR), formerly known as Naval Station Roosevelt Roads (NSRR), located in Ceiba, Puerto Rico. The original Memorandum of Agreement (MOA) developed with your office for the disposal of NAPR expired on September 30, 2009 prior to the full disposal of the property (see Exhibit A of enclosure 1). This new MOA, developed with your office captures recent and outstanding preservation matters relating to the disposal of this property.

The Local Redevelopment Authority (LRA) published an addendum to their Reuse Plan in 2010. The Small Arms Range at NAPR will no longer be retained under federal ownership. The Navy is currently developing a supplemental Environmental Assessment to evaluate the environmental consequences of the proposed change in reuse resulting from the LRA's 2010 Reuse Plan Addendum of approximately 1,300 acres (of the original 8,400 acres) of the NAPR property, which includes Punto Medio Mundo and the areas around the Small Arms Range. Three archaeological resources (RR-9/CE-34, RR-10, RR-11/CE-35) within this range were evaluated for National Register of Historic Places (NRHP) eligibility in 2010. RR-9/CE-34 was determined eligible for the NRHP through PR SHPO consensus; RR-10 and RR-11/CE-35 were determined not eligible for the NRHP through PR SHPO consensus.

The new MOA addresses mitigation measures for RR-9/CE-34, as well as, other outstanding preservation matters as they relate to the final disposal of the property.

On February 9, 2011, the Navy invited the Advisory Council on Historic Preservation (ACHP) to participate in the development of a new MOA since the original legal instrument expired. The ACHP chose not to participate in the consultation pursuant to 36 C.F.R. 800.69(a)(1)(iii) via letter dated February 23, 2011. The Navy also invited the Puerto Rico Department of Natural and Environmental Resources and LRA to participate as a concurring party to the agreement document.

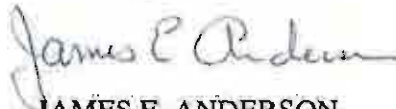
Ser BPMOSE rdc/0203
31 Aug 11.

The Navy has executed the MOA, attached as enclosure (1) with exhibits developed in satisfaction of the requirements contained in 36 CFR Part 800.6 ("Resolution of Adverse Effects") to facilitate the disposal. We ask that the SHPO sign the document and return it to this office in the enclosed envelope. We will coordinate with the other concurring parties upon receipt of your signature.

We appreciate your participation in the development of the new MOA and we look forward to our continued cooperation in completing the actions in the agreement. If you have any questions regarding the contents of this MOA, please do not hesitate to contact Mr. Darrell Gundrum, Project Manager at: (904) 542-6944 or Mr. Len Winter, Historic Preservation Officer at: (904) 542-6861.

Thank you for your time and consideration.

Sincerely,


JAMES E. ANDERSON
Director

Encl: (1) MOA

Copy to:
Mr. Daniel Galán Kercadó, Secretary, Puerto Rico DNER.
Mr. Erwin E. Kiess, Executive Director, NAPR LRA.
Mr. David Criswell, BRAC PMO SE (w/o encl)

MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES NAVY AND THE PUERTO RICO STATE
HISTORIC PRESERVATION OFFICER
CONCERNING THE DISPOSAL OF NAVAL ACTIVITY PUERTO RICO

WHEREAS, the United States Department of Defense Appropriations Act of Fiscal Year 2004 (Public Law 108-87) directed the U.S. Navy to close the Naval Station Roosevelt Roads (NSRR) in Ceiba, Puerto Rico and dispose of NSRR (Undertaking) under the procedures and authorities contained in the Base Closure and Realignment Act of 1990 (Title XXIX of Public Law 101-510; 10 U.S.C. 2687 note); and

WHEREAS, the U.S. Navy, pursuant to Public Law 108-87 on March 31, 2004 closed NSRR and re-designated it as Naval Activity Puerto Rico (Property); and

WHEREAS, the U.S. Navy proposed to dispose of portions of the property through Economic Development Conveyance, Public Benefit Conveyance, sale, and through transfer to other federal agencies; and

WHEREAS, the U.S. Navy established a Memorandum of Agreement (MOA) with the Puerto Rico State Historic Preservation Officer for the disposal of said property (Exhibit A); and

WHEREAS, the U.S. Navy and Puerto Rico State Historic Preservation Officer (SHPO) agree that National Register of Historic Places (NRHP) eligible architectural resources (historic properties) at the property were adequately recorded and that the U.S. Navy has fulfilled its responsibility to these architectural resources via the submission of documentation to the SHPO and Puerto Rico Department of Natural and Environmental Resources (DNER) as required per stipulation in Exhibit A; and

WHEREAS, the U.S. Navy concluded and the SHPO concurred that the archaeological resources located within the property to be transferred to other Federal Agencies as identified in the MOA (Exhibit A) would be afforded protection by such agencies; and

WHEREAS, the U.S. Navy evaluated eight archaeological sites (Ceiba 1, Ceiba 3, Ceiba 5, Ceiba 6/10, Ceiba 9, Ceiba 11, Ceiba 30 and RR-12) at the property per stipulation in Exhibit A and determined, via SHPO concurrence in a letter dated May 15, 2009 (Exhibit

B), that Ceiba 3, 5, 9, 11 and 30 are eligible for the NRHP and that sites Ceiba 1, 6/10, and RR-12 are not eligible for the NRHP; and

WHEREAS, the U.S. Navy performed data recovery at GMI-2 (Ceiba 32), GMI-4 (Ceiba 31), RR-14 (Ceiba-33) per stipulation in Exhibit A and at Ceiba 11, located within sale parcels 16 (Parcel II), 27 (Parcel I), and 40 (Parcel III), and proposed report organization and submission schedule to which the SHPO agreed via letter dated June 29, 2009, permitting the BRAC disposal of said sale parcels prior to the completion and submission of the technical reports (Exhibit C); and

WHEREAS, the U.S. Navy proposed an alternative treatment measure (Synthetic Context Study) for sites Ceiba 5, 9, 30 and boundary (Exhibit D) for said study to the SHPO and the SHPO concurred via letter dated June 4, 2010 (Exhibit E); and

WHEREAS, the termination date (September 30, 2009) of the MOA (Exhibit A) for disposal of said property passed prior to full property disposal; and

WHEREAS, the Local Redevelopment Authority (LRA) published an addendum to their Reuse Plan in 2010 and the parcel sought by the LRA under an Economic Development Conveyance (Parcel III) is different from the 2004 LRA Reuse Plan and parcel 38 (Small Arms Range)/Solid Waste Management Unit (SWMU) 77 may no longer be retained under federal ownership; and

WHEREAS, the U.S. Navy evaluated the three archaeological sites (RR-9/CE-34, RR-10, RR-11/CE-35) located within parcel 38/SWMU 77 and determined that RR-9/CE-34 was eligible for the NRHP and that sites RR-10 and RR-11/CE-35 were not eligible for the NRHP and the SHPO concurred via letter dated June 4, 2010 (see Exhibit E); and

WHEREAS, the U.S. Navy has concluded and the SHPO concurs that the disposal of parcel 38/SWMU 77 has the potential to adversely affect RR-9/CE-34; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the U.S. Navy has notified the Advisory Council on Historic Preservation (ACHP) of its findings of potential adverse effects and provided documentation about the findings on February 9, 2011, and the ACHP has chosen not to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii) via letter dated February 23, 2011; and

WHEREAS, the designated LRA for the former Naval Station Roosevelt Roads and DNER are invited to be consulting parties in this MOA in accordance with 36 CFR § 800.2(c); and

WHEREAS, the U.S. Navy has provided for public involvement in this MOA in accordance with 36 CFR § 800.8(c)(1)(iv) by coordinating the Section 106 review with public review and consultation under the National Environmental Policy Act, 42 U.S.C. §§ 4321 et seq. (1969)(NEPA).

NOW, THEREFORE, the U.S. Navy shall ensure that the following stipulations are implemented in order to take into account the effects of the property disposal on historic properties, and that these stipulations shall govern the property disposal and all of its parts until this MOA expires or is terminated. With the implementation of these stipulations, the SHPO concurs that the U.S. Navy has fulfilled its responsibilities under the National Historic Preservation Act (NHPA) of 1966, as amended, for the disposal of Naval Activity Puerto Rico.

STIPULATIONS:

The U.S. Navy shall ensure that the following stipulations are implemented:

1. An archaeological data recovery effort shall take place at site RR-9/CE-34 prior to the disposal of parcel 38 (Small Arms Range)/SWMU77. The data recovery effort shall address those portions of site RR-9/CE-34 (Locus 1 and Locus 2) that contribute to the NRHP eligibility of the site.

The Navy will work with the SHPO to develop an appropriate Data Recovery Plan to mitigate adverse effects at site RR-9/CE-34:

A copy of the Data Recovery Plan shall be provided to SHPO for review.

If the SHPO fails to respond in writing within the 30 days, it may be assumed that the SHPO has no comments on the Data Recovery Plan and archaeological mitigation as specified can commence.

The Navy will submit a draft copy of the Data Recovery Report to the SHPO for review.

If the SHPO fails to respond in writing within the 30 days, it may be assumed that the SHPO has no comments on the Data Recovery Report and the Navy will finalize the report and proceed with the disposal of the parcel containing site RR-9/CE-34.

If comments are received from the SHPO within 30-days, the Navy will address those comments and consult with the SHPO to successfully conclude the Data Recovery Report.

The Navy will consult with the SHPO throughout all phases of investigation with the intent to satisfactorily conclude the archaeological mitigation of site RR-9/CE-34 and to facilitate the timely disposal of the parcel upon which it is located.

2. Pursuant to the agreement with the PR SHPO on June 4, 2010, a Synthetic Context Study shall be developed as an alternative treatment measure for sites Ceiba 5, 9, 30.

The Navy will work with the SHPO to develop an appropriate Work Plan for the Synthetic Context Study to mitigate adverse effects to sites Ceiba 5, 9, 30.

A copy of the Work Plan shall be provided to SHPO for review.

If the SHPO fails to respond in writing within the 30 days, it may be assumed that the SHPO has no comments on the Work Plan and work on the Synthetic Context Study as specified can commence.

The Navy will submit a draft copy of the Synthetic Context Study report to the SHPO for review.

If the SHPO fails to respond in writing within the 30 days, it may be assumed that the SHPO has no comments on the Synthetic Context Study and the Navy will finalize the study and proceed with the disposal of the parcels containing sites Ceiba 5, 9, 30.

If comments are received from the SHPO within 30-days, the Navy will address those comments and consult with the SHPO to successfully conclude the Synthetic Context Study.

The Navy will consult with the SHPO throughout all phases of investigation with the intent to satisfactorily conclude the archaeological mitigation of sites Ceiba 5, 9, 30 and to facilitate the timely disposal of the parcel upon which it is located.

3. The U.S. Navy shall develop a preservation covenant for the protection of Ceiba 3 prior to the transfer, lease, or sale of parcel 25/SWMU 1 (Parcel I), or portion of Parcel 1 containing Ceiba 3. The preservation boundary for Ceiba 3 and the means to protect or preserve the resource in advance of transfer, lease, or sale, shall be developed in consultation with the SHPO. The U.S. Navy shall develop legally enforceable restrictions or conditions to ensure the long-term preservation of the property's historic significance prior to the transfer, lease, or sale of the property out of Federal ownership or control.
4. The US Navy shall insure that all archaeological materials and copies of field notes, photographs, maps, etc. generated as part of archaeological investigations required as part of Exhibit A and/or this MOA will be housed in an archaeological curation facility that meets the standards outlined in 36 C.F.R. 79. It is recognized that at the time of this MOA being signed by all parties, there is no federally approved archaeological repository located in the Commonwealth of Puerto Rico that is prepared to accept this collection. Therefore, the Navy will identify an approved repository for the archaeological collection and notify the SHPO in writing of the location and points of contact.

AMENDMENTS AND TERMINATION

1. Pursuant to 36 C.F.R. § 800.6(c)(7) only signatory parties (U.S. Navy and SHPO) to this MOA may request that it be amended, whereupon the parties shall consult to consider such an amendment. Consulting parties shall be notified of any such amendments.

2. If the U.S. Navy determines that it cannot implement the terms of this MOA, or if the SHPO determines that the MOA is not being properly implemented, the U.S. Navy or the SHPO may propose to the other party that it be terminated.
3. Termination shall include the submission of any outstanding documentation on any work done up to and including the date of termination.
4. A party proposing to terminate this MOA shall notify the other party to the MOA, explaining the reasons for termination and affording them at least thirty (30) days to consult and seek alternatives to termination.
5. Should such consultation fail and the MOA be terminated, the U.S. Navy shall comply with 36 C.F.R. § 800.6(c)(8) by either executing another memorandum of agreement with the signatories under 36 CFR § 800.6(c)(1) or request the comments of the ACHP under 36 C.F.R. § 800.7(a).
6. Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Navy shall consult with such party to resolve the objection. If the Navy determines that such objection cannot be resolved, the Navy will:
 - A. Forward all documentation relevant to dispute, including the Navy's proposed resolution, to the ACHP. The ACHP shall provide the Navy with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Navy shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The Navy will then proceed according to its final decision.
 - B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the Navy may make a final decision on the dispute and proceed accordingly. Prior to making such a final decision, the Navy shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. The Navy's responsibility to carry out all other actions subject to the terms of this MOA that are not subject of the dispute remain unchanged.

DURATION

This MOA will continue in full force and effect until disposal of the Property has been fully completed. Prior to transfer, all Data Recovery Plans will be fully implemented.

ANTI-DEFICIENCY ACT

All requirements set forth in this MOA requiring the expenditure of Government funds are expressly subject to the availability of appropriations and the requirements of the Anti-Deficiency Act, 31 U.S.C. § 1341. No obligation of this MOA shall require or be construed to require a commitment by the Navy to expend funds not appropriated for a legally sufficient purpose.

The obligations of this MOA as to the Navy are severable. If the Navy cannot perform any obligation set forth in this MOA because of the unavailability of funds, the parties intend that the remainder of the MOA be executed to the greatest extent practicable. The parties agree to consult on any obligation of the MOA that cannot be performed because of the unavailability of funds.

EXECUTION

Execution of this MOA by the U.S. Navy and the SHPO and its submission to the ACHP in accordance with 36 C.F.R. § 800.6(b)(1)(iv), shall, pursuant to 36 C.F.R. § 800.6(c), be considered to be an agreement with the SHPO and the ACHP for the purposes of Section 110(1) of the NHPA. Execution and submission of this MOA evidence that the U.S. Navy has afforded the ACHP an opportunity to comment on the Undertaking and any potential adverse effects on historic properties within the Property, and that the U.S. Navy has taken into account any potential adverse effects of the Undertaking on such resources.

SIGNATORY PARTIES:

U.S. NAVY

By: James E. Anderson Date: 8/31/11
Mr. Jimmy Anderson, Director, PMO SE

PUERTO RICO STATE HISTORIC PRESERVATION OFFICER

By: Carlos A. Rubio-Cancela Date: 9/27/11
Mr. Carlos A. Rubio-Cancela, Puerto Rico SHPO

CONSULTING PARTIES THAT CONCUR:

LOCAL REDEVELOPMENT AUTHORITY

By: Erwin E. Kiess Date: 9/27/2011
Mr. Erwin E. Kiess, Executive Director

PUERTO RICO DEPARTMENT OF NATURAL AND ENVIRONMENTAL
RESOURCES

By: Daniel Daniel Galán Kercadó Date: 9/29/2011
Mr. Daniel Daniel Galán Kercadó, Secretary

LIST OF EXHIBITS

- Exhibit A: Memorandum of Agreement Between the United States Navy and the Puerto Rico State Historic Preservation Officer Concerning the Disposal of Department of Defense Properties at Naval Station Roosevelt Roads, Puerto Rico
- Exhibit B: Puerto Rico SHPO letter dated May 15, 2009

- Exhibit C: Puerto Rico SHPO letter dated June 29, 2009 and Report Submission Schedule
- Exhibit D: Synthetic Context Study Boundary
- Exhibit E: SHPO letter dated June 4, 2010

EXHIBIT A

**Memorandum of Agreement Between the
United States Navy and the Puerto Rico State
Historic Preservation Officer Concerning the
Disposal of Department of Defense Properties at
Naval Station Roosevelt Roads, Puerto Rico**

EXHIBIT Q
HISTORIC MOA

MEMORANDUM OF AGREEMENT


**BETWEEN THE UNITED STATES NAVY AND THE PUERTO RICO STATE
HISTORIC PRESERVATION OFFICER**

**CONCERNING THE DISPOSAL OF DEPARTMENT OF DEFENSE
PROPERTIES AT NAVAL STATION ROOSEVELT ROADS, PUERTO RICO**

December 15, 2006

WHEREAS, the United States Department of Defense Appropriations Act of Fiscal Year 2004 (Public Law 108-87) directed the U.S. Navy to close the Naval Station Roosevelt Roads (NSRR) in Ceiba, Puerto Rico and dispose of NSRR (Undertaking) under the procedures and authorities contained in the Base Closure and Realignment Act of 1990 (Title XXIX of Public Law 101-510; 10 U.S.C. 2687 note); and

WHEREAS, the U.S. Navy, pursuant to Public Law 108-87 on March 31, 2004 closed NSRR and re-designated it as Naval Activity Puerto Rico (Property); and

 **WHEREAS**, the U.S. Navy has established the Undertaking's area of potential effect (APE), as defined at 36 C.F.R. § 800.16(d), as the disposal area which consists of the entire property exclusive of the area to remain under Federal control as shown on Exhibit A; and

WHEREAS, the U.S. Navy proposes to transfer portions of the property through Economic Development Conveyance and Public Benefit Conveyance, and offer for sale the remaining tracts of lands as identified in Exhibit A; and

WHEREAS, the U.S. Navy intends to convey approximately 3,300 acres to the Puerto Rico Department of Natural and Environmental Resources (DNER) through a Public Benefit Conveyance (PBC). The proposed parcels for conveyance to DNER are shown as "Conservation" in Exhibit A. The PBC will be sponsored by the U.S. Department of Interior under the authority of 40 USC 550 (Federal Property and Administrative Services Act). It is the intention of DNER to have these properties managed by the Conservation Trust of Puerto Rico; and

WHEREAS, the designated Local Reuse Authority for the former Naval Station Roosevelt Roads and DNER are invited to be consulting parties in this MOA in accordance with 36 CFR§ 800.2(c); and

WHEREAS, the U.S. Navy has determined that the Undertaking has the potential to adversely affect architectural resources within the APE, which the Navy and the Puerto Rico State Historic Preservation Officer (SHPO) have agreed meet the criteria for inclusion on the National Register of Historic Places (NRHP), consisting of structures and facilities as identified in Exhibit B; and

WHEREAS, the U.S. Navy and the SHPO agree that these architectural resources have been adequately recorded through existing reports and photographic documentation and copies of this documentation will be provided to the SHPO and DNER as stipulated in Exhibit C; and

me **WHEREAS**, the U.S. Navy and the SHPO have agreed, based on the fieldwork and recommendations contained in the Archaeological reports database reviewed by the SHPO, that all reports were completed in accordance with the *Secretary of the Interior's Standards and Guidelines for Archaeological and Historic Preservation* (48 FR 44 738-9), conducted by R. Christopher Goodwin Associates, Inc. and Geo Marine, Inc. between 1993 and 2005, and based on the findings of those reports as displayed in Exhibit D that sites GMI-2, GMI-4 and RR-14 require data recovery; sites Ceiba 1, Ceiba 3, Ceiba 5, Ceiba 6, Ceiba 9, Ceiba 10, Ceiba 11 and RR-12 require additional survey to determine eligibility by the U.S. Navy; and

WHEREAS, the U.S. Navy has concluded and the SHPO concurs that the archaeological resources located within the property to be transferred to other Federal Agencies as identified in Exhibit D will be afforded protection by such agencies; and

WHEREAS, the U.S. Navy has determined and the SHPO has concurred that the Undertaking has the potential to adversely affect archaeological resources in eight sites potentially eligible for the NRHP that are located within the parcels proposed for sale, as shown on Exhibit A and identified in Exhibit D; and.

WHEREAS, the U.S. Navy has consulted with the SHPO in accordance with Section 106 of the National Historic Preservation Act (16 U.S.C. §§ 470, et seq. (NHPA)) and its

implementing regulations (36 C.F.R. Part 800) to resolve any potential adverse effects of the Undertaking on architectural and archaeological resources; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the U.S. Navy has notified the Advisory Council on Historic Preservation (ACHP) of its findings of potential adverse effects and provided documentation about the findings on May 11, 2006, and the ACHP has chosen not to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii) via letter dated June 6, 2006; and

WHEREAS, the U.S. Navy has provided for public involvement in this MOA in accordance with 36 C.F.R. § 800.8(e)(1)(iv) by coordinating the Section 106 review with public review and consultation under the National Environmental Policy Act, 42 U.S.C. §§ 4321 et seq. (1969) (NEPA).

NOW, THEREFORE, the U.S. Navy and the SHPO agree that upon the U.S. Navy's decision to proceed with the Undertaking, the U.S. Navy shall ensure that the following stipulations are implemented to mitigate any potential adverse effects of the Undertaking on architectural or archaeological resources, and that these stipulations shall govern the Undertaking and all of its parts until this MOA expires or is terminated. With the implementation of these stipulations, the SHPO concurs that any potential adverse effects of the Undertaking upon these resources have been taken into account.

STIPULATIONS

The U.S. Navy shall ensure that the following stipulations are implemented:

F. Archaeological data recovery efforts shall take place at Sites: GMI-2, GMI-4 and RR-14 prior to these properties being transferred out of Navy ownership. The Navy will work with the SHPO to develop appropriate Data Recovery Plans for these sites to mitigate adverse effects. Copies of the reports on the findings from the Data Recovery efforts shall be provided to SHPO for review and acceptance as sufficient. SHPO reviews shall be completed within thirty (30) calendar days of receipt of Data Recovery Plans and Reports and on the implementation of Data Recovery Plans. If the SHPO fails to respond in writing within the 30 days, it may be presumed that the SHPO has no comments on the plans or documentation. As such, the findings will be considered as complete allowing the Navy to proceed with transfer of parcels. If comments are

received from the SHPO within 30-days transfer of the parcels containing sites GMI-2, GMI-4 and RR-14 will not occur until the final reports implementing the Data Recovery Plans are complete or the two parties agree that end of field reports and notes allow transfer to proceed with proposed timeline and dates for Final Reports.

2. Surveys to attempt to locate and determine the eligibility of sites Ceiba 5 and Ceiba 6 and surveys to evaluate sites Ceiba 1, Ceiba 3, Ceiba 9, Ceiba 10, Ceiba 11 and RR-12, shall be conducted and the findings submitted to the SHPO. If Navy/SHPO determine that sites are not eligible as outlined in 36 CFR 800.4(c) for the NRHP, the sites will be immediately available for disposal. In the event that any of these sites are determined NRHP eligible, the Navy will work with the SHPO to develop Data Recovery Plans to mitigate adverse effects to these sites. Copies of the reports on the findings from the Data Recovery efforts shall be provided to SHPO for review and comment. SHPO reviews shall be completed within thirty (30) calendar days of receipt of Evaluation Testing Reports, Data Recovery Plans and Reports on the Data Recovery Plans. If the SHPO fails to respond in writing within the 30 days, it may be presumed that the SHPO has no comments on the documentation, and that the Navy may proceed with the transfer of parcels without objection. If comments are received from the SHPO within 30-days transfer of the parcels containing NRHP eligible sites will not occur until the final reports implementing the Data Recovery Plans are complete or the two parties agree that field efforts and notes allow transfer to proceed.


3. Copies of the previously prepared reports and photographic documentation on architectural resources specified in Exhibit C shall be provided to the SHPO and DNER prior to transfer of the parcels containing this property.

4. Upon application for the FBC by DNER, the U.S. Navy will provide DNER with a copy of this MOA, details of the archaeological sites Ceiba 2, Ceiba 4, RR-1, RR-3, RR-4, RR-5, RR-6, RR-7, RR-8, RR-16, RR-17, RR-20, and GMI-3 and responsibilities for the protection of these resources in consultation with the SHPO.

5. The US Navy shall insure that all archaeological materials and copies of field notes, photographs, maps, etc will be housed in an archaeological curation facility that meets the standards outlined in 36CFR79. It is recognized that at the time of this MOA being signed by all parties, there is no federally approved archaeological repository located in the Commonwealth of Puerto Rico that is prepared to accept this collection. Therefore,

the Navy will identify an approved repository for the archaeological collection and notify the SHPO in writing of the location and points of contact.

AMENDMENTS AND TERMINATION


1. Pursuant to 36 C.F.R. § 800.6(c)(7) only signatory parties (U.S. Navy and SHPO) to this MOA may request that it be amended, whereupon the parties shall consult to consider such an amendment. Consulting parties shall be notified of any such amendments.
2. If the U.S. Navy determines that it cannot implement the terms of this MOA, or if the SHPO determines that the MOA is not being properly implemented, the U.S. Navy or the SHPO may propose to the other party that it be terminated.
3. Termination shall include the submission of any outstanding documentation on any work done up to and including the date of termination.
4.  A party proposing to terminate this MOA shall notify the other party to the MOA, explaining the reasons for termination and affording them at least thirty (30) days to consult and seek alternatives to termination.
5. Should such consultation fail and the MOA be terminated, the U.S. Navy shall comply with 36 C.F.R. § 800.6(c)(8) by either executing another memorandum of agreement with the signatories under 36 CFR 800.6(c)(1) or request the comments of the ACHP under 36 C.F.R. § 800.7(a).
6. Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Navy shall consult with such party to resolve the objection. If the Navy determines that such objection cannot be resolved, the Navy will:
 - A. Forward all documentation relevant to dispute, including the Navy's proposed resolution, to the ACHP. The ACHP shall provide the Navy with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Navy shall prepare a written response that takes into account any timely advice or comments

regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The Navy will then proceed according to its final decision.

B. If the ACHP does not provide its advise regarding the dispute within the thirty (30) day time period, the Navy may make a final decision on the dispute and proceed accordingly. Prior to making such a final decision, the Navy shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. The Navy's responsibility to carry out all other actions subject to the terms of this MOA that are not subject of the dispute remain unchanged.

DURATION

 This MOA will continue in full force and effect until transfer of the Property has been fully completed or no later than September 30, 2009, which ever comes first. Prior to transfer, all Data Recovery Plans will be fully implemented.

EXECUTION

Execution of this MOA by the U.S. Navy and the SHPO and its submission to the ACHP in accordance with 36 C.F.R. § 800.6(b)(1)(iv), shall, pursuant to 36 C.F.R. § 800.6(c), be considered to be an agreement with the SHPO and the ACHP for the purposes of Section 110(i) of the NHPA. Execution and submission of this MOA evidence that the U.S. Navy has afforded the ACHP an opportunity to comment on the Undertaking and any potential adverse effects on architectural and archeological resources within the Property, and that the U.S. Navy has taken into account any potential adverse effects of the Undertaking on such resources.

SIGNATORY PARTIES:

U.S. NAVY

By: James E. Anderson Date: 23 January 2007

PUERTO RICO STATE HISTORIC PRESERVATION OFFICER

By: [Signature] Date: 23 January 2007

CONSULTING PARTIES THAT CONCUR:

LOCAL REDEVELOPMENT AUTHORITY

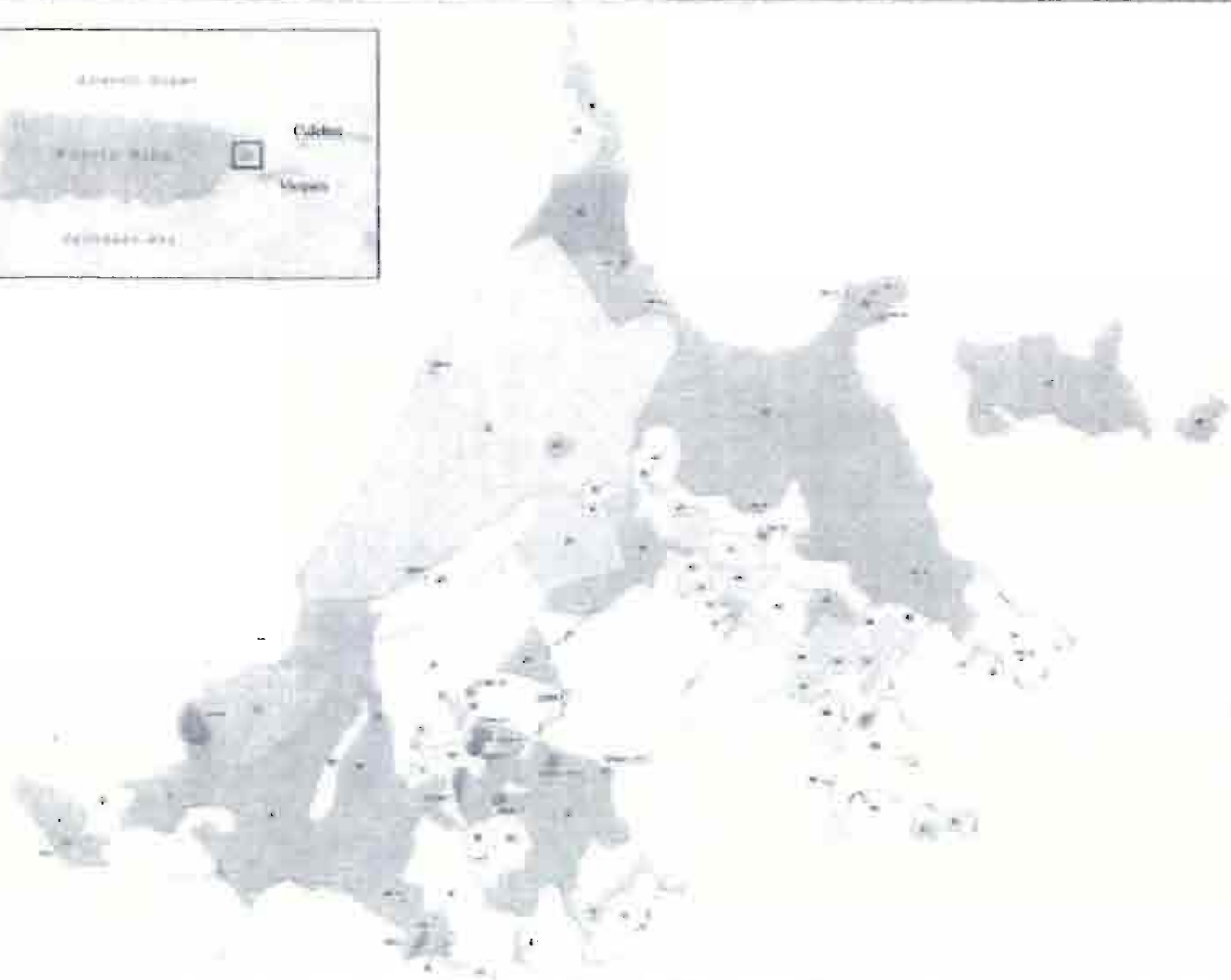
By: [Signature] Date: 23 January 2007

DEPARTMENT of NATURAL and ENVIRONMENTAL RESOURCES

By: [Signature] Date: 2/7/07

LIST OF EXHIBITS

- Exhibit A: Sitemap Identifying Archaeological Sites, Areas to be retained by the Federal Government, and Planning Zones for Disposal Property
- Exhibit B: List of National Register Eligible Structures and Facilities
- Exhibit C: Architectural Resource Documentation to be Provided
- Exhibit D: List of Archaeological Sites Status and Planned Action



**Naval Station
Roosevelt Roads
Archaeological
Sites**

Legend

- Archaeology Site
- Planning Zones**
- Airport
- Culebra Beach North
- Culebra Beach South
- Culebra Island
- EDC
- Federal
- Golf Course
- Health Clinic
- Housing Project
- Hospital
- Post
- Ship
- Water Treatment



1 inch equals 0.90 miles.

March 13, 2008

**NAVAL ACTIVITY PUERTO RICO
PARCEL CONVEYANCE LISTING**

NUMBER OF PARCELS	PARCEL ID	Archaeological sites	METHOD OF CONVEYANCE	ACRES	TO COMMONWEALTH
1	6		EDC	1.852900248	1.852900248
2	7		PBC	6.033361652	6.033361652
3	9		PBC	2.468834475	2.468834475
4	11		PBC	1.048367936	1.048367936
5	10		Sale	95.89800539	
6	4		EDC	3.948395409	3.948395409
7	12		PBC	18.11329603	18.11329603
8	15		Sale	21.55254279	
9	61		PBC	8.76282654	8.76282654
10	62		Sale	2.743996774	
11	8		Sale	223.5676957	
12	60		PBC	0.296003869	0.296003869
13	14	Ceiba-8	Sale	82.18224381	
14	58		PBC	0.53486356	0.53486356
15	1	RR-1	PBC	36.3433845	36.3433845
16	17		Sale	18.43485056	
17	3		Fed	120.2388761	
18	23		PBC	0.751967121	0.751967121
19	18		Fed	30.32860457	
20	16	Ceiba-1 Ceiba-5 Ceiba-6 Ceiba-11	Sale	72.48388966	
21	2		Sale	257.9741571	
22	24		PBC	2.214494624	2.214494624
23	57		EDC	5.514393828	5.514393828
24	56		Sale	32.19687349	
25	20		EDC	14.39450473	14.39450473
26	19		Sale	51.60685933	
27	54		Sale	14.14430262	
28	21		Sale	216.0474227	
29	66		PBC	1.065009579	1.065009579
30	63		Sale	6.174582519	
31	59		Sale	212.2659278	
32	65		PBC	1.460945054	1.460945054
33	49		PBC	59.02221538	59.02221538
34	63		Sale	18.52987351	
35	55		Sale	23.54087395	
36	47		Fed	4.924862715	
37	46		Fed	1.289420206	
38	50		PBC	27.24673442	27.24673442
39	45		Sale	8.670412109	
40	22		Sale	120.304896	
41	48		Sale	69.02713488	
42	64	RR-12	Sale	147.9097475	
43	42		Sale	32.557111	
44	43		Sale	39.30508564	
45	44		PBC	72.34535492	

46	30		Sale	7.089829796	72.34535492
47	41		Sale	6.4680855	
48	29		EDC	170.4405066	170.4405066
49	32		Fed	10.31568391	
50	68		PBC	28.29156971	28.29156971
51	67	RR-16	PBC	221.242155	106.242155
52	33	RR-17	PBC	11.4530125	
53	35		PBC	159.4285515	159.4285515
54	37		Sale	74.56287441	
55	36		PBC	67.72973366	67.72973366
56	13	Coiba-4, RR-1	PBC	361.2682934	361.2682934
57	26	Coiba-2, RR-3	PBC	42.36410361	42.36410361
58	28		PBC	143.1770794	143.1770794
59	4	RR-3, RR-4	PBC	943.2409076	943.2409076
60	27	RR-17, RR-10	PBC	286.6419044	
61	31	RR-14	Sale	70.26670933	
62	18	RR-7, RR-1	PBC	1314.100851	1314.100851
63	33	RR-3	PBC	978.5382338	978.5382338
64	51		EDC ¹	0	0
65	69		PBC ²	0	0
66	69		PBC ³	0	0
67	69		PBC ³	0	0
68	52		EDC	90.10245435	90.10245435
69	47	RR-14, RR-1	PBC	718.833414	
70	34		EDC	295.6334844	295.6334844
71	25	Coiba-10 Coiba-3	Sale	688.4269072	
Total ³				8548.685555	5207.129178

Note:

- 1- Bowling Alley added, but not surveyed
- 2- Small antenna site needed by Ports Authority, not surveyed and not noted on index map
- 3- Total may not be equal to total acreage for Station [8,665 ac. (total perimeter fence line)] due to some parcels including roads as well as the 3 small antenna sites and the bowling alley building

Yellow	Sale Parcel w/ Phase II Survey Requirement
Orange	Sale Parcel w/ Phase II Data Reliability Requirement
Green	Public Domain/Conveyance

Exhibit B

ELIGIBLE PROPERTIES WITHIN THE AREA OF POTENTIAL EFFECT

At Roosevelt Roads Naval Station, Ceiba, the following buildings, structures and districts have been determined eligible to the National Register:

- Old Barracks "E", Personnel Support and Pass Office, 1943 (Building 202); Criteria C
- Bolles Dry Dock, 1943 (Structure 844); Criteria A & C
- Bombproof Generator Plant, 1944 (Building 38); Criteria A & C
- Roosevelt Roads Ammunitions Storage District, 1943; Criteria C (see building list)
- NAS Administrative and Barracks District, 1943; Criteria C (see building list)

Building 504 (bombproof telephone building, Fort Bundy) is architecturally unique at Roosevelt Roads, and therefore the architectural survey identified it as possibly eligible under Criterion C at a local level. Further research was recommended in order to identify original plans and verify architectural integrity and significance with respect to current conditions and other similar buildings in Puerto Rico. Building 256 (old NAS Communications Center) may possess historical significance associated with Navy Communications in Puerto Rico. Further research was recommended to establish a historical context regarding Navy Communications in order to adequately evaluate this possibility. For purposes of Section 106, the Navy will treat Buildings 504 and 256 as eligible.

INDIVIDUALLY ELIGIBLE BUILDINGS/STRUCTURES LOCATED OUTSIDE HISTORIC DISTRICTS

- Structure 844, Bolles Dry Dock, 1943
- Building 38, Bombproof Generator Plant, 1944
- Building 256, Communication Center
- Building 504, Bombproof Telephone Building

CONTRIBUTING BUILDINGS ADMINISTRATIVE AND BARRACKS DISTRICT

Building Number	Year	Description
5	1943	Marine Barracks
301	1943	Marine Galley and Mess Hall
203*	1943	Marine Barracks
203	1943	Marine Barracks

* Resource is considered individually eligible.

Exhibit B

CONTRIBUTING BUILDINGS WITHIN THE AMMUNITIONS STORAGE DISTRICT

Bldg	Year	Use
300	1943	Inert Magazine
303	1943	Small Arms Storage
307	1943	Small Arms Storage
308	1943	Small Arms Storage
309	1943	Fuse and Detonator Magazine
306	1943	Fuse and Detonator Magazine
307	1943	Fuse and Detonator Magazine
304	1943	Fuse and Detonator Magazine
309	1943	Fuse and Detonator Magazine
310	1943	Fuse and Detonator Magazine
311	1943	High Explosive Magazine
312	1943	High Explosive Magazine
313	1943	High Explosive Magazine
314	1943	High Explosive Magazine
388	1943	Small Arms Magazine

Exhibit B

159	1943	Small Arms Magazine
160	1943	Small Arms Magazine
164	1958	High Explosive Magazine
164	1962	Magazine
165	1962	Magazine
166	1962	Magazine
165	1967	Ready Issue Magazine
166	1967	Ready Issue Magazine
167	1967	Ready Issue Magazine
168	1967	Arms Storage Magazine
168	1969	Arms Storage Magazine
169	1969	Arms Storage Magazine
169A	1970	Arms Storage Magazine

EXHIBIT C
ARCHITECTURAL RESOURCE DOCUMENTATION REQUIREMENTS

Copies of the Following Reports will be provided to the SHPO and DNER
Architectural Resources Inventory and Evaluation, Naval Station Roosevelt Roads, Ceiba, Vieques & Culebra, Puerto Rico, October 19, 2001. Prepared by LawGibb Group

Volume I – Final Report	3 photocopies 3 digital copies
Volume II – Inventory Data Forms	3 photocopies 3 digital copies
Photographic Compendium	1 set of original photographs and negatives 2 photocopies 2 digital copies

EXHIBIT D
Archaeological Site Status

Naval Station Roosevelt Roads Archaeological Sites Status				
Site Name	Location	Site Type	Status	Proposed Treatment
Ceiba 1	Ensenda Honda	Pre-Columbian Preceramic (Pre-400BC)	Additional Recon Survey completed AUG 04, unable to confirm site boundaries. Additional survey planned prior to sale	Archaeological Evaluation Data Recovery if warranted
Ceiba 2 (RR 5)	Ensenda Honda	Pre-Columbian Santa Elena (400-800AD) Late Cuevas Monserrate (1200-1500AD)	Determined National Register Eligible. Nomination Package prepared but not listed.	<i>In Conservation Zone</i>
Ceiba 3	Ensenda Honda	Pre-Columbian Petroglyph	Determined National Register Eligible. Nomination Package prepared but not listed.	Archaeological Management Plan required
Ceiba 4	Ensenda Honda	Pre-Columbian Petroglyph	Determined National Register Eligible. Nomination Package prepared but not listed.	<i>In Conservation Zone</i>
Ceiba 5	Ensenda Honda	Pre-Columbian Campsite Santa Elena (800-1200AD) Esperanza (1200-1500AD)	Additional Recon Survey completed AUG 04 unable to confirm site boundaries.	Archaeological Evaluation, Data Recovery if warranted
Ceiba 6	Ensenda Honda	Pre-Columbian Campsite	Additional Recon Survey completed AUG 04 unable to confirm site boundaries.	Archaeological Evaluation, Data Recovery if warranted
Ceiba 9	Ensenda Honda	Pre-Columbian Cuevas (350-300AD) Ostiones (700-1200AD)	Site relocated during AUG 04 Recon Survey. Confirmed retains integrity. Site is eligible.	Archaeological Evaluation, Data Recovery if warranted
Ceiba 10	Ensenda Honda	Pre-Columbian Ceramic Age (Post 400BC)	Data Recovery Conducted in 1988	Archaeological Evaluation, Additional Data Recovery if warranted
Ceiba 11	Ensenda Honda	Pre-Columbian Ceramic Age (Post 400BC)	Additional Recon Survey completed AUG 04 - unable to confirm site boundaries.	Archaeological Evaluation, Data Recovery if warranted
RR1	Fort Bundy	Pre-Columbian Ceramic Age (Post 400BC) Spanish Colonial	Testing conducted AUG 04 determined eligible.	<i>In Conservation Zone</i>
RR2	Fort Bundy	Pre-Columbian Ceramic Age (Post 400BC)	Testing conducted AUG 04 determined ineligible	No Mitigation Required.

EXHIBIT D
Archaeological Site Status

Naval Station Roosevelt Roads Archaeological Sites Status				
Site Name	Location	Site Type	Status	Proposed Treatment
RR3	Punta Algodones	Pre-Columbian Petroglyph	To be treated as National Register Eligible for purposes of Section 106 consultation	<u>In Conservation Zone</u>
RR4	Punta Algodones	Pre-Columbian Ceramic Age (Post 400BC)	Determined National Register Eligible	<u>In Conservation Zone</u>
RR 6	Ensenada Honda	Spanish Colonial	To be treated as National Register Eligible for purposes of Section 106 consultation	<u>In Conservation Zone</u>
RR7	Puerto Medio Mundo	Pre-Columbian Ceramic Age (Post 400BC) Spanish Colonial	To be treated as National Register Eligible for purposes of Section 106 consultation	<u>In Conservation Zone</u>
RR8	Puerto Medio Mundo	Pre-Columbian Ceramic Age (Post 400BC)	To be treated as National Register Eligible for purposes of Section 106 consultation	<u>In Conservation Zone</u>
RR9	Puerto Medio Mundo	Pre-Columbian Ceramic Age (Post 400BC)	Determined Potentially Eligible. In area to be retained by Federal Government	To Remain Federal Property
RR10	Puerto Medio Mundo	Pre-Columbian Ceramic Age (Post 400BC)	Determined Potentially Eligible. In area to be retained by Federal Government	To Remain Federal Property
RR11	Puerto Medio Mundo	Spanish Colonial	Determined Potentially Eligible. In area to be retained by Federal Government	To Remain Federal Property
RR12	Punta Puerca	Pre-Columbian Petroglyph	To be treated as National Register Eligible for purposes of Section 106 consultation	Evaluation of resource. Mitigative options to be provided if warranted
RR 13	Ensenada Honda	Pre-Columbian Ceramic Age (Post 400BC)	Determined Not Eligible	No Mitigation Required
RR14	Ensenada Honda	Santa Elena (800-1200AD) Esperanza (1200-1524AD)	Determined National Register Eligible	Data recovery
RR15	Fort Bundy	Spanish Colonial	Testing conducted AUG 04 determined ineligible	No Mitigation Required
RR16	Pineros Island	Pre-Columbian Ceramic Age (Post 400BC)	To be treated as National Register Eligible for purposes of Section 106 consultation	<u>In Conservation Zone</u>
RR17	Punta Algodones	Pre-Columbian Ceramic Age (Post 400BC)	Testing conducted AUG 04 determined eligible	<u>In Conservation Zone</u>

EXHIBIT D
Archaeological Site Status

Naval Station Roosevelt Roads Archaeological Sites Status				
Site Name	Location	Site Type	Status	Proposed Treatment
RR18	Quebrada Seca	Pre-Columbian Ceramic Age (Post 400BC) Spanish Colonial	Testing conducted AUG 04 determined Ineligible	No Mitigation required
RR19	Punta Puerca	Pre-Columbian Ceramic Age (Post 400BC)	Determined Not Eligible	No Mitigation required
RR20	Fort Bundy	Pre-Columbian Ceramic Age (Post 400BC) Spanish Colonial	To be treated as National Register Eligible for purposes of Section 106 consultation	<u>In Conservation Zone</u>
RR21	Quebrada Seca	Spanish Colonial	Determined Not Eligible	No Mitigation required
RR22	Puerto Media Mundo	Pre-Columbian Ceramic Age (Post 400BC)	Determined Not Eligible	No Mitigation required
RR-GMI-1		Pre-Columbian (A.D. 900-1200)	Determined Not Eligible	No Mitigation required
RR-GMI-2		Prehistoric	Located during AUG 04 Survey - eligible for purposes of Section 106 consultation.	Data recovery
RR-GMI-3		Historic	Located during AUG 04 Survey - eligible for purposes of Section 106 consultation.	<u>In Conservation Zone</u>
RR-GMI-4		Historic	Located during AUG 04 Survey - eligible for purposes of Section 106 consultation.	Data recovery

*Navy is expanding conservation zones in some areas where land is classified in the Reuse Plan as not developable, and contains cultural and natural resources.

EXHIBIT B

Puerto Rico SHPO letter dated May 15, 2009



May 15, 2009

Mr. Len Winter
Historic Preservation Officer
Naval Facilities Engineering Command Southeast
Jacksonville, FL 32212-0030

**SHPO 07-20-04-02 SIGNIFICANCE EVALUATION OF EIGHT
ARCHAEOLOGICAL SITES AT THE NAVAL FACILITY FORMERLY
KNOWN AS ROOSEVELT ROADS, CEIBA, PUERTO RICO**

Dear mister Winter:

We have reviewed the draft report titled *Significance Evaluations of Eight Archaeological Sites at the Naval Facility Formerly Known as Roosevelt Roads, Ceiba, Puerto Rico*. The following sites were evaluated: Ceiba 1, Ceiba 3, Ceiba 5, Ceiba 6/Ceiba 10, Ceiba 9, Ceiba 11, Ceiba 30, and RR-12. We concur with the report's conclusion that Ceiba 3, Ceiba 5, Ceiba 9, Ceiba 11 and Ceiba 30 (formerly RR-SRC-1) are eligible for inclusion into the National Register of Historic Places. We also concur that Ceiba 1, Ceiba 6/Ceiba 10, and RR-12 are not eligible for inclusion into the National Register and that no further action is required for these three sites.

As for the National Register eligible sites, we concur in principal with the treatment recommendations presented for each site. Specifically, a preservation boundary should be established for Ceiba 3 to ensure its protection and, as previously discussed; archaeological data recovery and artifact analysis is ongoing for the prehistoric shell midden at Ceiba 11 (pending is the completion of artifact analyses, interpretations and the presentation for our review of the draft final report on Ceiba 11, RR-GMI-2, RR-GMI-4 and RR-14). Regarding Ceiba 5, Ceiba 9 and Ceiba 30, in lieu of further fieldwork, we concur with the report's recommendation of the alternative treatment measure of incorporating the research results from these sites into a regional archaeological synthesis of investigations carried out in the former Naval Station.

As stated in your letter, the above treatment or mitigation measures require further discussions between the U. S. Navy and our Office. Should the Navy agree to these measures; we request information as to how the preservation boundary for Ceiba 3 would be established, and a work plan that clearly establishes the level of detail and scope that the regional synthesis would cover. Once preservation and synthesis plans acceptable to both parties are developed and provisions to

Len Winter
May 15, 2009
Page 2

ensure their implementation are established, we will be able to agree to no further archaeological fieldwork at the Naval Activity Puerto Rico.

If you have any questions concerning our comments, please contact Miguel Bonini at 787-721-1737 or mbonini@prshpo.gobierno.pr.

Sincerely,



Carlos A. Kupio Cancela, Architect
State Historic Preservation Officer

CAR/BRS/MB

EXHIBIT C

**Puerto Rico SHPO letter dated June 29, 2009
and Report Submission Schedule**



June 29, 2009



Ms. Camille Destafney, PE
Director
Regional Environmental Program
Commander Navy Region Southeast
Box 102, Naval Air Station
Jacksonville, FL 32212-0102

**SHPO 07-20-04-02 BRAC DISPOSAL OF THE LAND PARCELS 16, 27
AND 40 AT THE NAVAL FACILITY FORMERLY KNOWN AS
ROOSEVELT ROADS, CEIBA, PUERTO RICO**

Dear Ms. Destafney:

We acknowledge receipt on June 15, 2009 of your letter (dated June 10, 2009) regarding the BRAC disposal of the land parcels numbered 16, 27 and 40 within the Naval Facility formerly known as Roosevelt Roads. Based on the executive summary of the Phase III data recovery field investigations carried out within these parcels at the archaeological sites Ceiba 11, GMI-2, GMI-4 and RR-14, the field objectives have been met and, therefore, no further fieldwork is required at these four sites. As provided for in Stipulation 7 of the 2007 Memorandum of Agreement, we agree with your proposal to allow the transfer of the above three parcels prior to the completion of the final technical reports conditioned to the U. S. Navy ensuring that all planned analyses, interpretation and report preparations are completed no later than 2011.

If you have any questions concerning our comments, please contact Miguel Bonini at 787-721-3737 or mbonini@prshpo.gobierno.pr.

Sincerely,


Carlos A. Rubio Cancala, Architect
State Historic Preservation Officer

CAR/BRS/MB

Phase III Data Recovery Reports: Organization and Schedule

Roosevelt Roads Phase III Excavations: 4 Sites: Ceiba 11, RR-GMI-4, RR-GMI-2, RR-14.

FIELDWORK: January through May 2008

EXECUTIVE SUMMARY (end of fieldwork report) submitted: June 5, 2008

ARTIFACTUAL MATERIAL TO BE ANALYZED: 49 banker boxes (from combined sites).

Artifact Summary (by site):

Ceiba 11: 24 banker boxes of material including ceramics (approx. 5000 sherds, bone [approx. 5500 from 1/4-inch screen, this does not including bulk sampling]; lithics, shell tools. Shell bulk samples were collected and cleaned in the field but sorting is on-going in the SEARCH laboratory. To highlight the amount of material in this site, a single 10 cm level of one 1-x-1 m unit contained 1360 MNI of shell from 27 different species, in addition to 180 sherds and 200 pieces of bone. In total, 12 square meters of the shell midden was excavated. A portion of this shell sample was analyzed in the field.

RR-GMI-4: 10 banker boxes of material including 7000 historic sherds, 4000 pieces of glass, 2000 nails and a minor component of historic period bone remains. Approximately 13,000 artifacts. All large construction remains from this Colonial house (bricks, tejas, etc.) were analyzed in the field. Historic archival research is underway in Puerto Rico to identify a chain of title to this piece of land and try to identify the people who lived at this hacienda.

RR-GMI-2: 10 banker boxes of material made up of approximately 7200 ceramics. Additional fine mesh samples are being processed. Various specialized studies are underway on the ceramics and soils from this site.

RR-14: 5 banker boxes of ceramics, lithics, and shell (including fine mesh samples of the minor shell midden component found at this site).

Anticipated Artifact Analysis and Quantification completion: Dec. 30, 2009.

DELIVERABLES:

1 report on historic period site RR-GMI-4: Anticipated Draft: June 30, 2010

1 report for prehistoric sites Ceiba 11, RR-GMI-2, RR-14, and incorporating additional data from Ceiba 5, Ceiba 9, and Ceiba 30 (investigated at the Phase II level): Anticipated Draft: December 30, 2010

Anticipated Final Deliverables:
February 1, 2011 (GMI-4 report)
March 1, 2011 (for Ceiba 11, RR-GMI-2/RR-14 report)

EXHIBIT D

Synthetic Context Study Boundary

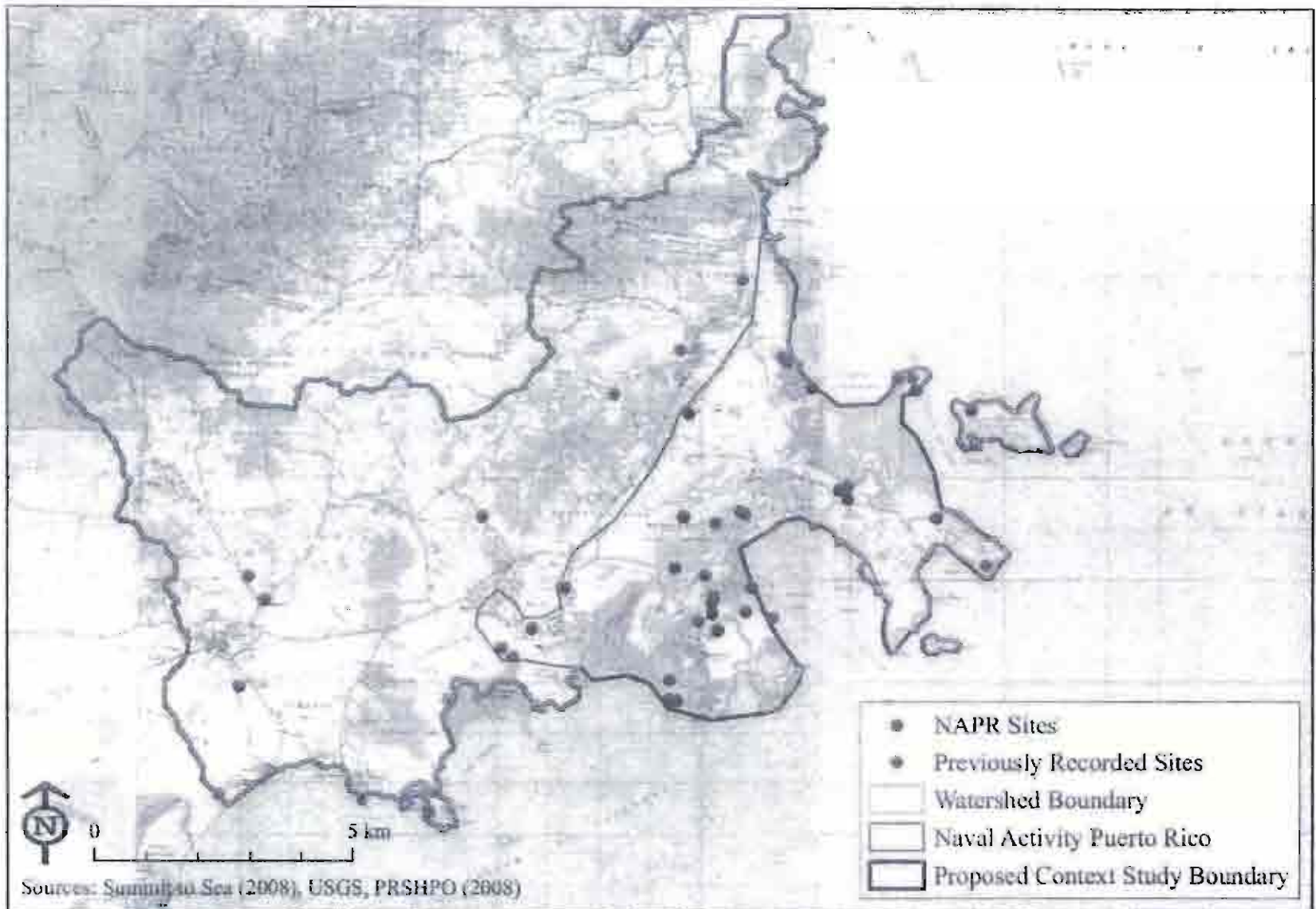


Figure 1. Proposed Context Study Boundary and Archaeological Sites

EXHIBIT E

SHPO letter dated June 4, 2010



June 4, 2018

Mrs. Cecilia Gústafsey, PE
PE Regional Environmental Director
Commander Navy Region Southwest
Box 102, Naval Air Station
Hoffmanville, RI 02813-0102

**SHPO 07-20-04-02: BASE REALIGNMENT AND CLOSURE (BRAC)
ACTION AT NAVAL ACTIVITY PUERTO RICO, CEIBA**

Dear Mr. Gústafsey:

We acknowledge receipt on May 10, 2018 of your letter dated April 28, 2018 regarding determinations of eligibility for inclusion/eligibility class BR-R, 10 and 11, as well as other matters. Regarding site BR-R, we agree it is eligible under Criterion D for inclusion into the National Register of Historic Places (NRHP). As for BR-10 and 11, we agree that neither meets the criteria for eligibility into the NRHP and that no further actions are required of these two sites.

In the matter of the synthetic context study for the Puerto Rico region, we agree with the study boundary delineated in Enclosure 2.

Finally, we agree that the historic period site of BR-OM-4 should have a separate report from the prehistoric sites of Caño S, R, T1, 20, 28, 34A, and BR-1A.

If you have any questions concerning our comments, please contact Miguel Bernal at 782-7371, 3737 or mbernal@prshpo.govt.ric.pr

Sincerely,

Cecilia Gústafsey
Cecilia G. Gústafsey, PE
State Historic Preservation Officer

C/G:385/YAR



**EXHIBIT R
GUARANTY**

THIS GUARANTY (this "Guaranty") dated as of January __, 2012 is made by the undersigned (the "Guarantor"), in favor of the United States of America, acting by and through the Department of the Navy (the "Government").

W I T N E S S E T H:

WHEREAS, pursuant to the Economic Development Conveyance Memorandum of Agreement, dated _____, 2011 (together with all amendments and other modifications, if any, from time to time made thereto, the "EDC Agreement"), by and between the United States of America, acting through the Department of the Navy and the Commonwealth of Puerto Rico, acting by and through the Local Redevelopment Authority for Naval Station Roosevelt Roads (the "LRA"), the LRA has agreed to pay an Initial Consideration in the amount of Eight Million Forty Thousand Dollars a \$8,040,000 (the "Initial Consideration"). The Initial Consideration shall consist of a payment of \$200,000.00 at the Initial Closing ("Initial Payment") and seven million eight hundred and forty thousand dollars (\$7,840,000.00) in fifteen annual equal principal installments plus interests (each an Installment Payment all in accordance with the payment terms and conditions as detailed in the EDC Agreement); and

WHEREAS, pursuant to EDC Agreement, the Guarantor is required to execute and deliver this Guaranty;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Government to accept the payment terms of the Initial Payment under the terms of the EDC Agreement, the Guarantor agrees, for the benefit of the Government, as follows:

ARTICLE I

DEFINITIONS

SECTION I.1. Certain Terms. The following terms (whether or not underscored) when used in this Guaranty, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

LRA is defined in the first recital.

EDC Agreement is defined in the first recital.

Guaranteed Obligations is defined in Section II.1 hereof.

Guarantor is defined as the Departamento de Desarrollo Económico y Comercio de Puerto Rico.

Guaranty is defined in the preamble.

Documents mean those agreements and other documents related to the consideration as defined as in the EDC Agreement.

Material Adverse Effect means a material adverse effect on (a) the condition (financial or otherwise), operations, business, properties, assets or prospects of the Guarantor or (b) the ability of the Guarantor to timely and fully perform any of its payment or other material obligations under this Guaranty.

ARTICLE II.

GUARANTY PROVISIONS

SECTION II.1. Guaranty. The Guarantor hereby, under its full faith and credit, absolutely, unconditionally and irrevocably as primary obligor and not merely as surety, guarantees the full and prompt payment when due, and at all times thereafter, of the Initial Payment to the Government, due or to become due, and arising out of or in connection with the Initial Payment under the EDC Agreement, as the same may be amended, modified, extended or renewed from time to time (all such obligations being herein collectively called the "Guaranteed Obligations").

This Guaranty constitutes a guaranty by the Guarantor of payment when due and not of collection, and the Guarantor specifically agrees that it shall not be necessary or required that the Government exercises any right, assert any claim or demand or enforce any remedy whatsoever against the LRA (or any other person) before or as a condition to the obligations of Guarantor hereunder.

SECTION II.2. Guaranty Absolute, etc. This Guaranty shall in all respects be a continuing, absolute, unconditional and irrevocable guaranty of payment by the Guarantor, and shall remain in full force and effect until all Guaranteed Obligations have been paid in full, finally and indefeasibly. The Guarantor guarantees that the Guaranteed Obligations shall be paid strictly in accordance with the terms of the EDC Agreement. The liability of Guarantor under this Guaranty shall be absolute, unconditional and irrevocable irrespective of:

- (a) the failure of the Government:
 - (i) to assert any claim or demand or to enforce any right or remedy against the LRA under the provisions of the EDC Agreement, or

(ii) to exercise any right or remedy against any other guarantor of, or collateral securing, any Guaranteed Obligations;

(b) any change agreed to in writing by the Government and LRA, in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other extension, compromise or renewal of any Guaranteed Obligation, agreed to in writing by the Government and LRA ;

(c) any amendment to, rescission, waiver, or other modification of, or any consent to departure from, any of the terms of the EDC Agreement, agreed to in writing by the Government and LRA;

ARTICLE III.

REPRESENTATIONS AND WARRANTIES

To induce the Government to enter into the EDC and to comply with the terms thereunder, the Guarantor represents and warrants the following:

III.1. Validity and Binding Nature. This Guaranty is, and upon the execution and delivery thereof will be, the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, except that enforceability may be limited by bankruptcy, insolvency, or other similar laws now or hereafter in effect relating to creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in equity or at law).

III.2. Litigation and Guarantee Obligations. No litigation, arbitration proceeding or other proceeding is pending or, to the Guarantor's knowledge, threatened against the Guarantor which, if adversely determined, might have a material adverse effect against the Guarantor.

III.3. Solvency, etc. On the Effective Date and immediately prior to and after giving the considerations to the Government under the EDC Agreement, the Guarantor will be solvent, will be able to pay its debts as they mature, will own property with fair saleable value greater than the amount required to pay its debts and will have capital sufficient to carry on its business as then constituted.

III.4. Information. All written information heretofore or contemporaneously herewith furnished by the Guarantor for purposes of or in connection with the EDC Agreement and this Guaranty and the transactions contemplated thereby and hereby is, and all written information hereafter furnished by or on behalf of the Guarantor pursuant hereto or thereto or in connection herewith or therewith will be, true and accurate in every material respect on the date as of which such information is dated or certified, and none of such information is or will be incomplete by omitting to state any material fact necessary to

make such information not misleading.

ARTICLE IV

MISCELLANEOUS PROVISIONS

SECTION IV.1. Document. This Guaranty is executed pursuant to the EDC Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied exclusively in accordance with the terms and provisions thereof.

SECTION IV.2. Binding on Successors, Transferees and Assigns; Assignment of Guaranty. This Guaranty shall be binding upon the Guarantor and its successors, transferees and assigns, and all references herein to the Guarantor, respectively, shall be deemed to include any of such Person's successor or successors, whether intermediate or remote.

SECTION IV.3. Amendments, etc. No amendment to or waiver of any provision of this Guaranty, nor consent to any departure by the Guarantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Guarantor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION IV.4. Addresses for Notices to the Guarantor. All notices and other communications provided for hereunder shall be in writing and shall be mailed in the manner and to the addresses provided by in the EDC Agreement.

SECTION IV.5. No Waiver; Remedies. No failure on the part of the Government to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law. All payments by the Guarantor pursuant to this Guaranty shall be made to the Government.

SECTION IV.6. Section Captions. Section captions used in this Guaranty are for convenience of reference only, and shall not affect the construction of this Guaranty.

SECTION IV.7. Fees and Expenses. The Guarantor further agrees to pay all reasonable expenses (including reasonable attorneys' fees and legal expenses) paid or incurred by the Government in endeavoring to collect the Guaranteed Obligations, or any part thereof, in enforcing this Guaranty against the Guarantor.

SECTION IV.8. Severability. Wherever possible each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

SECTION IV.9. Governing Law, Entire Agreement, etc. This Guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico without reference to conflicts of laws principles. This Guaranty and the other Loan Documents constitute the entire understanding among the parties hereto with respect to the subject matter hereof and thereof and supersede any prior agreements, written or oral, with respect thereto.

SECTION IV.10. Forum Selection and Consent To Jurisdiction. Any litigation based hereon, or arising out of, under, or in connection with, this guaranty or any other loan document, shall be brought and maintained exclusively in the federal district courts in San Juan, Puerto Rico. The Guarantor hereby expressly and irrevocably submits to the jurisdiction of the federal district in Puerto Rico for the purpose of any such litigation as set forth above. The Guarantor hereby expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GUARANTORS:

[NAME]

[NAME]

BUILDING 31 AGREEMENT

**ARTICLE 3
USE**

(A) Navy shall have the exclusive use of the Building.

(B) Navy shall have the right to use streets, roads, parking areas, entrances, exits, corridors and stairways at NSRR as necessary for ingress and egress to the Building.

(C) Navy shall be responsible for operations, basic upkeep, and maintenance of the Building, and its facilities and equipment contained therein.

(D) Navy shall have the right to enter the Building at all times. All improvements to the Building shall become the LRA’s property upon installation and shall be surrendered with the Building unless the LRA elects to relinquish such rights. Navy shall keep the Building clean and remove all rubbish from the Building, at Navy’s sole cost and expense. At the LRA’s election, Navy may use the rubbish removal service arranged for by the LRA and shall handle rubbish in the manner, at the time, and in the place(s) that the LRA may specify from time to time.

(E) Navy shall be responsible for providing security for the Building throughout the Term.

(F) If utilities and services are furnished to Navy by the LRA for its use of the Building, Navy shall reimburse the LRA for the cost thereof as determined by the LRA in accordance with applicable statutes and regulations.

(G) Navy may continue to use the personal property listed in Exhibit B attached hereto, during the term of this Agreement, reasonable wear and tear excepted.

(H) The Navy and its contractor’s shall have the non-exclusive right to use the area immediately surrounding the Building, including but not limited to, the fenced areas and parking lots.

**ARTICLE 4
PAYMENT**

Except as expressly provided in this Agreement, Navy’s use of the Building shall be at no cost to the Navy.

**ARTICLE 5
CONDITION OF BUILDING 31**

Navy was the owner of the Building and had full access to, superior knowledge and information about, and control over the Building immediately prior to the Commencement Date. Navy has inspected the Building and accepts it “as is,” subject to the provisions of Article 7

BUILDING 31 AGREEMENT

1 hereof. Neither the LRA nor its agents have made any representations as to the condition of the
2 Building, its fitness for any particular purpose, or to any other matter related to the Building
3 (except as herein expressly set forth). The Navy's occupancy of the Building at or after the
4 Commencement Date shall be conclusive evidence that the Building was in good and satisfactory
5 condition at such time. The LRA has no obligation to prepare the Building for Navy's
6 occupancy.

7 8 **ARTICLE 6** 9 **INSURANCE**

10
11 (A) Navy shall in any event and without prejudice to any other rights of the LRA bear
12 all risk of loss or damage to the Building including related personal property occupied or used by
13 Navy, arising from any causes whatsoever, or in any manner connected with the occupation or
14 use of the Building by Navy, or by a risk customarily covered by insurance, even where such
15 loss or damage stems from causes beyond Navy's control. In the event that any item or part of
16 the Building shall require repair, rebuilding, or replacement resulting from loss or damage, the
17 risk of which is assumed under this section, Navy shall promptly give notice thereof to the LRA,
18 and shall, upon demand of the LRA, either compensate LRA for such loss or damage, or rebuild,
19 replace, or repair the item or items of the Building so lost or damaged.

20
21 (B) During the entire period that this Agreement shall be in effect, the Navy shall
22 require its contractors utilizing the Building to carry and maintain the insurance required below
23 and to name the LRA as additional insured:

24
25 (1) All-risks property and casualty insurance against the risks enumerated in
26 Paragraph (A) above in an amount at all times equal to at least 100 percent of the full functional
27 equivalent replacement value of the improvements and personal property within the Building.

28
29 (2) Public liability and property damage insurance including, but not limited
30 to, insurance against assumed or contractual liability under this Agreement, with respect to the
31 Building and improvements hereon, to afford protection with limits of a combined single limit of
32 liability of not less than \$5,000,000 in the event of bodily injury or death to any number of
33 persons in any one accident and for property damage.

34
35 (3) If, and to the extent required by law, worker's compensation or similar
36 insurance in form and amounts required by law.

37
38 (4) Automobile liability coverage of not less than \$1,000,000 per person and
39 not less than \$2,000,000 per occurrence for personal injury or death, and not less than
40 \$1,000,000 per occurrence for property damage.
41

BUILDING 31 AGREEMENT

1 (C) During the entire period that this Agreement shall be in effect, the Navy shall
2 require its contractors and any contractor performing work on the Building to carry and maintain
3 the insurance required below:
4

5 (1) Comprehensive general liability insurance including, but not limited to,
6 contractor's liability coverage and contractual liability coverage of a combined single limit of
7 \$5,000,000 per occurrence with not less than \$5,000,000 general aggregate with respect to
8 personal injury or death and with respect to property damage. The comprehensive general
9 liability shall contain a per project aggregate endorsement.
10

11 (2) Worker's compensation or similar insurance in form and amounts required
12 by law.
13

14 (3) Automobile liability coverage of not less than \$1,000,000 per person and
15 not less than \$2,000,000 per occurrence for personal injury or death, and not less than
16 \$1,000,000 per occurrence for property damage.
17

18 (D) All insurance which this Agreement requires the Navy to carry and maintain, or
19 cause to be carried or maintained shall be in such form, for such amounts, for such periods of
20 time, and with such insurers as the LRA may require or approve. All policies or certificates
21 issued by the respective insurers for public liability and all-risks property insurance shall name
22 the LRA as an additional insured; shall provide that any losses shall be payable notwithstanding
23 any act or failure to act or negligence of the Navy or the LRA or any other person; shall provide
24 that no cancellation, reduction in amount, or material change in coverage thereof shall be
25 effective until at least thirty (30) days after receipt by the LRA of written notice thereof; shall
26 provide that the insurer shall have no right of subrogation against the LRA; and shall be
27 reasonably satisfactory to the LRA in all other respects. In no circumstances will the Navy be
28 entitled to assign to any third party rights of action which the Navy may have against the LRA.
29

30 **ARTICLE 7** 31 **MAINTENANCE** 32

33 (A) Navy, at its own cost and expense, shall protect, maintain, and keep in good order
34 or shall cause to be protected, maintained and kept in good order, the Building.
35

36 (B) No additions to, or alterations of, the Building shall be made without the prior
37 consent of the LRA. Upon termination of this Agreement, to the extent directed by the LRA,
38 Navy shall remove all alterations, additions, betterments and improvements made, or installed,
39 and restore the Building to the same, or as good condition as existed on the Commencement
40 Date, reasonable wear and tear excepted.
41

42 (C) Navy shall be liable for any damage to the Building caused by Navy or its
43 contractors.

BUILDING 31 AGREEMENT

ARTICLE 8
LRA’S RIGHTS

(A) LRA shall have the right to enter the Building at reasonable hours and with reasonable advance notice to the Navy.

(B) LRA retains the right to access and use all areas outside the Building, including, but not limited to, the fenced areas and parking lots adjoining the Building.

ARTICLE 9
LIABILITY

Neither the LRA, or the Commonwealth nor any parent, subsidiary or affiliate of the LRA of the Commonwealth, nor any of their employees, agents, officers or managers, shall be liable for any damage or claim with respect to any injury to persons or any damage to, or loss or destruction of any property of Navy, Navy’s employees, contractors or guests, unless due to gross negligence or willful misconduct on LRA’s part. Navy waives all rights of recovery from LRA and LRA is not obligated to repair any damage to furnishings on the Building. Navy agrees to require its contractors accessing the Building to indemnify, defend and save the LRA harmless against and from all liability, including reasonable attorney's fees, to third parties arising out of contractors use or occupancy of the Building or common areas, unless due to gross negligence or willful misconduct on the part of the LRA. If any action or proceeding is brought against the LRA by reason of such claim, upon written notice from LRA, Navy may, at Navy’s expense, resist or defend such action or proceeding by counsel approved by LRA in writing, which approval shall not be unreasonably withheld.

ARTICLE 10
ADJUSTMENT OF TERMINATION DATE

If, thirty (30) days prior to the Termination Date, the Navy does not intend to vacate the Building by the Termination Date, the Navy shall so inform the LRA in writing and the parties agree to meet and confer in order to negotiate terms for the Navy’s continued use of the Building by the Navy, including but not limited to the payment of fair market rent, to be determined by the LRA, based upon the highest and best use permitted for the occupied space.

ARTICLE 11
TERMINATION

(A) The Navy may terminate this Agreement at any time prior to the Termination Date by giving advance written notice to the LRA.

BUILDING 31 AGREEMENT

1 (B) The termination of this Agreement for any reason shall not affect any rights,
2 obligations or liabilities which have accrued under this Agreement on or before the effective date
3 of such termination.
4

5 (C) Upon the expiration or earlier termination of the Term, possession of the personal
6 property listed in Exhibit B attached hereto will revert to the LRA, reasonable wear and tear
7 excepted.
8

9 **ARTICLE 12**
10 **HOLDOVER**
11

12 Navy agrees that if possession of the Building is not surrendered to the LRA on or prior
13 to the Termination Date, in addition to any other rights or remedies the LRA may have hereunder
14 or at law, and without in any manner limiting the LRA’s right to demonstrate and collect any
15 damages suffered by the LRA and arising from Navy’s failure to surrender the Building as
16 provided herein, Navy shall pay to the LRA on account of use and occupancy of the Building
17 with respect to each month and each portion of any month during which Navy holds over in the
18 Building after the Termination Date, the then fair market rental value of the Building. Nothing
19 in this Article 12 shall prevent the LRA from exercising any other rights at law or equity in the
20 event of a holdover.
21

22 **ARTICLE 13**
23 **ASSIGNMENT**
24

25 This Agreement shall be neither assignable nor transferable by the Navy.
26

27 **ARTICLE 14**
28 **NOTICES**
29

30 Notice under this Agreement shall be delivered by hand or sent by recognized overnight
31 courier services to the following addresses:
32

33 If to the LRA: Local Redevelopment Authority for the Naval Station
34 Roosevelt Roads
35 The New San Juan Office Building
36 Chardon # 159, 2nd Floor
37 Hato Rey, Puerto Rico 00918
38 Attn: Executive Director
39 Telephone No.: (787) 294-0101 x 5202
40 Facsimile No.: (787) 294-0125
41

42 with a copy to: Kutak Rock LLP
43 1101 Connecticut Avenue NW, Suite 1000

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Washington, DC 20036
Attn: George Schlossberg
Telephone No.: (202) 828-2400
Facsimile No.: (202) 828-2488

If to Navy: NAVFAC Base Realignment and Closure Program
Management Office Southeast
Department of the Navy
4130 Faber Place Drive, Suite 202
North Charleston, SC 29405
Attn: James E. Anderson, Director
Telephone No.: (843) 743-2122
Facsimile No.: (843) 820-2142

with a copy to: NAVFAC Base Realignment and Closure Program
Management Office Southeast
Department of the Navy
4911 South Broad Street
Philadelphia, PA 19112
Attn: Gregory C. Preston
Telephone No.: (215) 897-4910
Facsimile No.: (215) 897-4902

Such notices shall be effective upon receipt if delivered personally or by messenger or fourteen (14) business days after deposit in the mails if mailed. The above-named individuals or offices so designated shall be the representatives of the parties and the points of contact during the period of this Agreement.

ARTICLE 15
THIRD PARTY CONTRACTORS

(A) Navy shall manage its contractor's use of the Building in accordance with the terms of this Agreement and shall cooperate with the LRA as necessary to ensure compliance by the contractor with the terms of this Agreement.

(B) All Navy contractors shall carry and maintain insurance at the levels described in Section 6(C) hereof.

(C) All third-party contractors shall indemnify and hold harmless the LRA, its officers, agents, servants and employees, from all liability for death or injury to persons, or loss or damage to the property of all persons resulting from the use of the premises by the contractors in accordance with Article 9.

BUILDING 31 AGREEMENT

ARTICLE 16
ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the Building and all prior negotiations are merged herein. This Agreement may not be orally changed, modified or discharged, in whole or in part, unless such agreement is set forth in writing.

ARTICLE 17
COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

ARTICLE 18
ENFORCEABILITY

If any term, covenant, provision or condition of this Agreement, or the application thereof to any person or circumstances shall be held invalid, illegal or unenforceable in any respect, the remainder of this Agreement, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

BUILDING 31 AGREEMENT

1
2
3

EXHIBIT A

DESCRIPTION OF BUILDING 31

BUILDING 31 AGREEMENT

1

EXHIBIT B

2

PERSONAL PROPERTY