

AMENDMENT NO. 1
TO THE
LEASE IN FURTHERANCE
OF CONVEYANCE
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE LOCAL REDEVELOPMENT AUTHORITY FOR
NAVAL STATION ROOSEVELT ROADS

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THIS AMENDMENT NO. ONE (1) to the Lease in Furtherance of Conveyance between the United States of America, acting by and through the Navy, and the Local Redevelopment Authority for Naval Station Roosevelt Roads dated January 25, 2012 (“Lease”) is entered into as of this 20th day of March, 2013 (“Effective Date”) by and between **THE UNITED STATES OF AMERICA**, acting by and through the Department of the Navy (“Government”), and **THE LOCAL REDEVELOPMENT AUTHORITY FOR NAVAL STATION ROOSEVELT ROADS** (“Lessee”), recognized as the local redevelopment authority by the Office of Economic Adjustment on behalf of the Secretary of Defense with regard to the disposition and conveyance of portions of Naval Station Roosevelt Roads, Puerto Rico. The Government and LRA are sometimes referred to herein collectively as the “Parties.”

RECITALS

WHEREAS, the Parties entered into that certain Economic Development Conveyance Memorandum of Agreement dated December 20, 2011 (the “EDC Agreement”) pursuant to Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, as amended, and the implementing regulations of the Department of Defense (32 CFR Part 174);

WHEREAS, the EDC Agreement contained the terms and conditions for the transfer to the LRA of approximately 1,370.2 acres at NSRR referred to as “Parcel 3.” On January 25-26, 2012, the Government and the LRA executed various quitclaim deeds and the Lease to transfer Parcel 3 to the LRA;

WHEREAS, the Parties entered into that certain Amendment No. 1 to the EDC Agreement dated December 11, 2012 to provide for the conveyance from the Navy to the LRA of a parcel consisting of approximately one thousand, five hundred and forty-two (1,542) acres at NSRR referred to as “Parcel 1” and a parcel consisting of approximately four hundred and ninety-seven (497) acres at NSRR referred to as “Parcel 2”, as described in Attachment 1 hereto;

WHEREAS, the Lessee has requested, and the Government has agreed, to lease Parcel 1 and Parcel 2 to the Lessee while the Parties prepare for the transfer of Parcel 1 and Parcel 2 to the Lessee by deed; and

WHEREAS, the Parties desire to amend the Lease to include Parcel 1 and Parcel 2, subject to the terms and conditions set forth herein.

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2.1 With respect to the Lease Premises described on **Exhibit "A"**, the term of this Lease shall be for a period of twenty (20) years, beginning on January 25, 2012 and ending on January 25, 2032, unless terminated earlier in accordance with the provisions of Paragraph 15.

2.2 With respect to the wastewater utility system described on **Exhibit "A-1"**, the term of this Lease shall begin on the date the Government provides notice to the Lessee in accordance with Section 1.1.1 and shall end on January 25, 2032, unless terminated earlier in accordance with the provisions of Paragraph 15.

2.3 With respect to the Lease Premises described on **Exhibit "A-2"** to this Lease, the term of this Lease shall begin on March 20, 2013 and shall end on June 30, 2013, unless terminated earlier in accordance with the provisions of Paragraph 15."

Article 3. Environmental Provisions.

a. Article 7 of the Lease is hereby deleted in its entirety and replaced with the following:

"ENVIRONMENTAL CONDITION OF PROPERTY AND ENVIRONMENTAL REPORTS. Lessee and sublessees are hereby made aware of the notifications contained in the environmental reports attached hereto as **Exhibit "D"** and shall comply with all restrictions set forth therein.

b. Attachment 2 to this Amendment is hereby added to **Exhibit "D"** to the Lease.

c. Section 13.1.1 is hereby amended to include the following:

- **"SWMU 1, Former Army Cremator Disposal Site** - Approximately 121.64 acres. An abandoned, unlined landfill on the edge of mangrove swamps along the shoreline of Ensenada Honda Bay. It was the primary disposal site for NSRR solid waste from the early 1940s to the early 1960s. There are no numbered facilities or buildings on SWMU 1.
- **SWMU 2, Langley Drive Disposal Area** - Approximately 27.67 acres. Abandoned, unlined landfill on the edge of mangrove swamps along the shoreline of Ensenada Honda Bay. Operational from 1939 to 1959. There are no numbered facilities or buildings on SWMU 2.
- **SWMU 54, Former NEX Repair/Maintenance Shop, Building 1914** - Approximately 1.74 acres. Building 1914 is a 648-square foot, concrete-block building constructed in 1978 and used for vehicle maintenance.

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- **SWMU 61, Former Bundy Area Maintenance Facilities** - Approximately 5.30 acres. Formerly a large, open storage/maintenance area that is now mostly wooded. It was used for facility and vehicle maintenance activities from the 1940s to 1960s. There are no numbered facilities or buildings on SWMU 61.
- **SWMU 62, Former Bundy Disposal Area** - Approximately 14.59 acres. Formerly a disposal or fill area with multi-toned, mounded materials observed on a 1958-1961 era aerial photograph that is now mostly wooded. There are no numbered facilities or buildings on SWMU 62.
- **SWMU 71, Quarry Disposal Site** - Approximately 22.874 acres. Former quarry operation located at the current location of the Commissary parking lot and the open, grassy field adjacent to the parking lot. Open storage and disposal of drums occurred in this area. The Commissary, a 62,671-square foot building constructed in 2003, is located within the boundaries of this SWMU.
- **AOC F, Sites of Former Underground Storage Tanks (USTs) at Buildings 520, 731, 734 and 735 (approximately 3.43, .30, .26, and 1.10 acres, respectively)** - After the removal of the former petroleum USTs at these sites, and the subsequent investigations, the sites were recommended for remedial action by monitored natural attenuation with separate protocols for each site.”

d. Section 13.2 is hereby amended to include the following land use controls for SWMUs 1, 2, 54, 61,62, 71 and AOC F (520, 731,734 and 735):

- “A restriction on land use to non-residential uses only. A restriction on access and/or certain invasive activities in areas where surface soil, subsurface soil and/or sediments are contaminated. A restriction on use of groundwater and installation of new wells in or near areas of known groundwater contamination. A requirement to protect the integrity of any existing and all future groundwater monitoring or extraction wells, remedial action equipment and associated utilities until remediation is complete and federal and state cleanup standards have been met. A requirement that all ongoing and future environmental investigations and remedial activities at or adjacent to the Subject Property not be disrupted.”

Article 4. Survival and Benefit.

a. Unless defined separately, the terms used in this Amendment No. 1 shall be the same as used and defined in the Lease.

b. Except as set forth herein, and unless modified specifically by this Amendment No. 1, the terms and conditions contained in the Lease shall remain binding upon the Parties and their respective successors and assigns as set forth in the Lease.

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Page 5.

1 **Article 5. Counterparts.** This Amendment No. 1 may be executed in multiple counterparts
2 and/or with the signatures of the Parties set forth on different signature sheets and all such
3 counterparts, when taken together, shall be deemed one original.

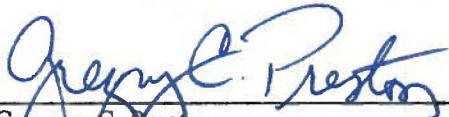
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[Signatures on the Following Page]

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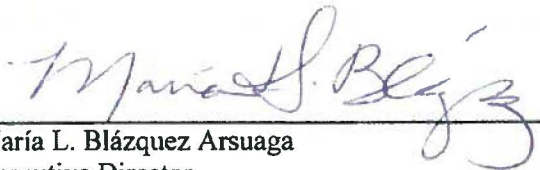
In Witness Whereof, the Parties, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this Amendment No. 1 as of the Effective Date set forth above.

**UNITED STATES OF AMERICA,
Acting by and through the Department of the Navy**



Gregory C. Preston
Real Estate Contracting Officer
Department of the Navy

**LOCAL REDEVELOPMENT AUTHORITY
FOR NAVAL STATION ROOSEVELT ROADS**



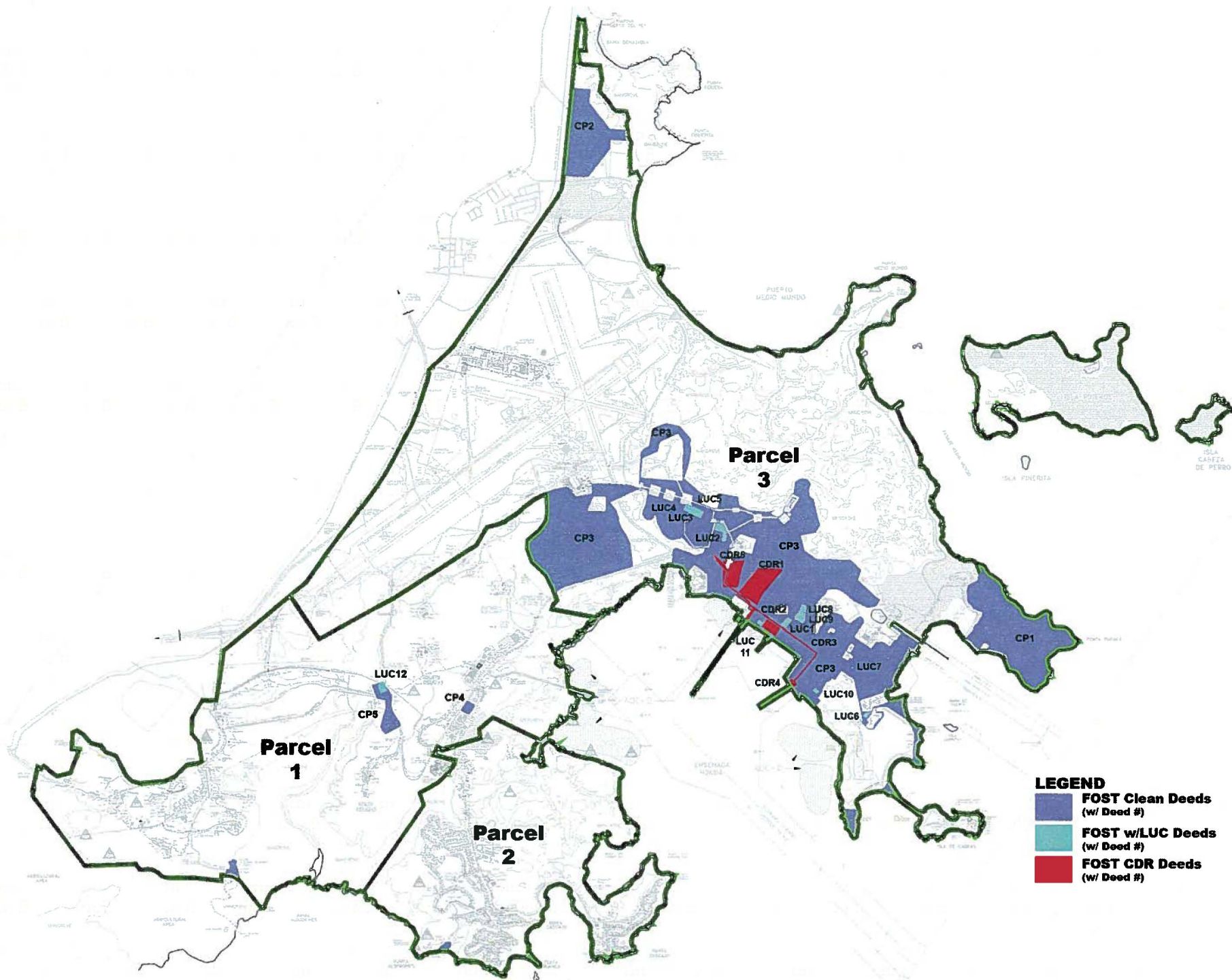
María L. Blázquez Arsuaga
Executive Director

ATTACHMENT 1

**Exhibit "A-2" to the Lease
Description of Parcel 1 and Parcel 2**

ATTACHMENT 2

**Additions to Exhibit "D" to the Lease
Environmental Reports**



LEGEND

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