Execution Version 5-2-13

AMENDMENT NO. 2 TO THE LEASE IN FURTHERANCE OF CONVEYANCE BETWEEN THE UNITED STATES OF AMERICA AND THE LOCAL REDEVELOPMENT AUTHORITY FOR NAVAL STATION ROOSEVELT ROADS



1	AMENDMENT NO. 2
2	ТО ТНЕ
3	LEASE IN FURTHERANCE
	OF CONVEYANCE
4 5	BETWEEN
6	THE UNITED STATES OF AMERICA
7	AND
8	THE LOCAL REDEVELOPMENT AUTHORITY
9	FOR NAVAL STATION ROOSEVELT ROADS
10	FOR MAYAE STATION ROOSEVEET ROADS
11	THIS AMENDMENT NO. TWO (2) to the Lease in Furtherance of Conveyance
12	between the United States of America, acting by and through the Navy, and the Local
12	Redevelopment Authority for Naval Station Roosevelt Roads dated January 25, 2012 ("Lease")
14	is entered into as of this day of May, 2013 ("Effective Date") by and between THE
15	UNITED STATES OF AMERICA, acting by and through the Department of the Navy
16	("Government"), and THE LOCAL REDEVELOPMENT AUTHORITY FOR NAVAL
17	STATION ROOSEVELT ROADS ("Lessee"), recognized as the local redevelopment authority
18	by the Office of Economic Adjustment on behalf of the Secretary of Defense with regard to the
19	disposition and conveyance of portions of Naval Station Roosevelt Roads, Puerto Rico. The
20	Government and LRA are sometimes referred to herein collectively as the "Parties."
20	Government and LKA are sometimes referred to herein conectively as the Farties.
22	RECITALS
22	<u>RECITALS</u>
23 24	WHEREAS, the Parties entered into that certain Economic Development Conveyance
24	Memorandum of Agreement dated December 20, 2011 (the "EDC Agreement") pursuant to
26	Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, as amended, and
20	the implementing regulations of the Department of Defense (32 CFR Part 174);
28	the implementing regulations of the Department of Defense (52 CI K I art 174),
20 29	WHEREAS, the EDC Agreement contained the terms and conditions for the transfer to
30	the LRA of approximately 1,370.2 acres at NSRR referred to as "Parcel 3." On January 25-26,
31	2012, the Government and the LRA executed various quitclaim deeds and the Lease to transfer
32	Parcel 3 to the LRA;
33	Tarter 5 to the ERA,
34	WHEREAS, the Parties entered into that certain Amendment No. 1 to the EDC
35	Agreement dated December 11, 2012 to provide for the conveyance from the Navy to the LRA
36	of a parcel consisting of approximately one thousand, five hundred and forty-two (1,542) acres at
30 37	NSRR referred to as "Parcel 1" and a parcel consisting of approximately four hundred and
38	ninety-seven (497) acres at NSRR referred to as "Parcel 2" by quitclaim deed;
39	milety-seven (497) acres at respect referred to as Tareer 2 by quiteraini deed,
40	WHEREAS, certain portions of Parcel 1, as described in Attachment 1 hereto, for which
4 1	the Navy has not yet issued a Finding of Suitability to Transfer are not yet eligible to be
42	conveyed to the LRA by quitclaim deed;
43	conveyed to the Lifer by quiterann dood,
44	WHEREAS, the Lessee has requested, and the Government has agreed, to lease those
45	portions of Parcel 1 to the Lessee; and
46	portions of a most i to the Lobber, and
10	

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1	WHEREAS, the Parties desire to amend the Lease to include those portions of Parcel 1,			
2	subject to the terms and conditions set forth herein.			
3				
4		W, THEREFORE, in consideration of the foregoing premises and the respective		
5	*	ons, agreements, covenants and conditions herein contained, and other good and		
6		nsideration, the receipt and sufficiency of which are hereby acknowledged, the		
7	Parties agree as follows.			
8 9		AGREEMENTS		
9 10		AGREENENIS		
11	Article 1.	Lease Premises.		
12				
13	Exhi	bit "A-2" to the Lease is hereby deleted in its entirety and replaced with the Exhibit		
14	"A-2" attached to this Amendment as Attachment 1.			
15				
16	Article 2.	Term.		
17				
18	Sectio	on 2 of the Lease is hereby deleted in its entirety and replaced with the following:		
19				
20		"2. <u>TERM</u> .		
21				
22		2.1 With respect to the Lease Premises described on Exhibit "A" , the		
23		term of this Lease shall be for a period of twenty (20) years, beginning on		
24 25		January 25, 2012 and ending on January 25, 2032, unless terminated		
25 26		earlier in accordance with the provisions of Paragraph 15.		
26 27		2.2 With respect to the Lease Premises described on Exhibit "A-2",		
27		the term of this Lease shall be for a period of twenty (20) years, beginning		
28 29		on March 20, 2013 and ending on March 20, 2033, unless terminated		
29 30		earlier in accordance with the provisions of Paragraph 15."		
31		callier in accordance with the provisions of 1 and up 12.	Qea	
32	Article 3.	Survival and Benefit.	49	
33			U AA	
34	a.	Unless defined separately, the terms used in this Amendment No. 2 shall be the	hall	
35	same as used	and defined in the Lease.	no	
36				
37	b.	Except as set forth herein, and unless modified specifically by this Amendment		
38	No. 2, the terms and conditions contained in the Lease shall remain binding upon the Parties and			
39	their respecti	ive successors and assigns as set forth in the Lease.		
40				
41	Article 4.	Counterparts. This Amendment No. 2 may be executed in multiple counterparts		
42	and/or with the signatures of the Parties set forth on different signature sheets and all such			
43	counterparts,	, when taken together, shall be deemed one original.		
44 45				
45 46		[Signatures on the Following Page]		
46				

In Witness Whereof, the Parties, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this Amendment No. 2 as of the Effective Date set forth above.

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

Grego eston

Real Estate Contracting Officer

Department of the Navy

LOCAL REDEVELOPMENT AUTHORITY FOR NAVAL STATION ROOSEVELT ROADS

María L. Blázquez Arsuaga **Executive Director**

[Signature Page to NSRR LIFOC Amendment No. 2]

ATTACHMENT 1

Exhibit "A-2" to the Lease Description of Leased Portions of Parcel 1

---SWMU 54-----

---"RURAL: Parcel of land identified as SWMU 54, situated in the Ward of Daguao, Municipality of Naguabo, Puerto Rico, containing an area of seven thousand fifty two square meters and one hundred fifty-four thousandths of a square meter (7,052.154 m²); equivalent to one cuerda and seven hundred and ninety four thousandths of a cuerda (1.794 cuerdas); bounded on the NORTH, SOUTH, EAST and WEST by lands of the principal estate from which it is segregated, property of the United States of America." ------

---SWMU 61-----

---"RURAL: Parcel of land identified as SWMU 61, situated in the Ward of Daguao, Municipality of Naguabo, Puerto Rico, containing an area of twenty one thousand four hundred and sixty eight square meters and five hundred fifty seven thousandths of a square meter (21,468.557 m²); equivalent to five cuerdas and four hundred and sixty-two thousandths of a cuerda (5.462 cuerdas); bounded on the North, South and East by lands of the principal estate from which it is segregated, property of the United States of America and bounded on the West by lands of Conservation Zone 1, property of the Commonwealth of Puerto Rico, Department of Natural Resources."

---SWMU 62------

---"RURAL: Parcel of land identified as SWMU 62, situated in the Ward of Daguao, Municipality of Naguabo, Puerto Rico, containing an area of fifty nine thousand forty-five square meters and six hundred ninety-nine thousandths of a square meter (59,045.699 m²); equivalent to fifteen cuerdas and twenty-three thousandths of a cuerda (15.023 cuerdas); bounded on the North, South and East by lands of the principal estate from which it is segregated, property of the United States of America and bounded on the West by lands of Conservation Zone 1, property of the Commonwealth of Puerto Rico, Department of Natural Resources.-----

---AOC 520-----

---"RURAL: Parcel of land identified as AOC 520, situated in the Ward of Daguao, Municipality of Naguabo, Puerto Rico, containing an area of thirteen thousand eight hundred and sixty-four square meters and seventy-seven thousandths of a square meter (13,864.077 m²); equivalent to three cuerdas and five hundred and twenty seven thousandths of a cuerda (3.527 cuerdas); bounded on the North, South, East and West by lands of the principal estate from which it is segregated, property of the United States of America."-----

-----AOC 731-----

---"RURAL: Parcel of land identified as AOC 731, situated in the Ward of Daguao, Municipality of Naguabo, Puerto Rico, containing an area of one thousand two hundred and eleven square meters and three hundred forty-six thousandths of a square meter (1,211.346 m²); equivalent to three hundred and eight thousandths of a cuerda (0.308 cuerda); bounded on the North, South, East and West by lands of the principal estate from which it is segregated, property of the United States of America."-----

-----AOC 734-----

---"RURAL: Parcel of land identified as AOC 731, situated in the Ward of Daguao, Municipality of Naguabo, Puerto Rico, containing an area of one thousand sixty eight square meters and five hundred and eighty-five thousandths of a square meter $(1,068.585 \text{ m}^2)$; equivalent to two hundred and seventy two thousandths of a cuerda (0.272 of a cuerda); bounded on the North, South, East and West by lands of the principal estate from which it is segregated, property of the United States of America."-----

-----AOC 735-----

---"RURAL: Parcel of land identified as AOC 735, situated in the Ward of Daguao, Municipality of Naguabo, Puerto Rico, containing an area of four thousand four hundred and sixty-five square meters and nine hundred and ninety-seven thousandths of a square meter (4,465.997 m²); equivalent to one cuerda and one hundred and thirty six thousandths of a cuerda (1.136 cuerdas); bounded on the North, South, East and West by lands of the principal estate from which it is segregated, property of the United States of America."-----

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

---"RURAL: Parcel of land identified as SMWU 1, situated in the Wards of Guayacan, Municipality of Ceiba, Puerto Rico, containing an area of four hundred and three thousand four hundred and eight square meters and fifty-four thousandths of square meter (403,408.054 m²) equivalent to one hundred and two cuerdas and six hundred and thirty-eight thousandths of a cuerda (102.638 cuerdas); bounded on the North, East and West by lands of the principal estate from which it is segregated (Sale Parcel ID), property of the United States of America and on the South by Conservation Zone 13, property of the principal estate from which it is segregated (Sale Parcel ID), property of the United States of America."-----

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

---"RURAL: Parcel of land identified as SMWU 2, situated in the Ward of Quebrada Seca, Municipality of Ceiba, Puerto Rico, containing an area of eighty three thousand and thirty-three square meters and four hundred and seventy-seven thousandths of a square meter (83,033.477 m²) equivalent to twenty one cuerdas and one hundred and twenty-six thousandths of a cuerda (21.126 cuerdas); bounded on the North and West by lands of the principal estate from which it is segregated (Sale Parcel ID), property of the United States of America, on the East by Ensenada Honda and on the South by Conservation Zone 26, property of the Commonwealth of Puerto Rico, Department of Natural Resources."------

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

---"RURAL: Parcel of land identified as SMWU 71, situated in the Ward of Quebrada Seca, Municipality of Ceiba, Puerto Rico, containing an area of ninety

two thousand five hundred and sixty-six square meters and two hundred and forty three thousandths of a square meter (92,566.243 m²) equivalent to twenty three cuerdas and five hundred and fifty one thousandths of a cuerda (23.551 cuerdas); bounded on the North, East and West by lands of the principal estate from which it is segregated (Sale Parcel ID), property of the United States of America and on the South by Conservation Zone 26 property of the Commonwealth of Puerto Rico, Department of Natural Resources."------



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