

-----NUMBER THIRTY (30)-----

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

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

-----CLEAN PARCEL TEN (10)-----

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

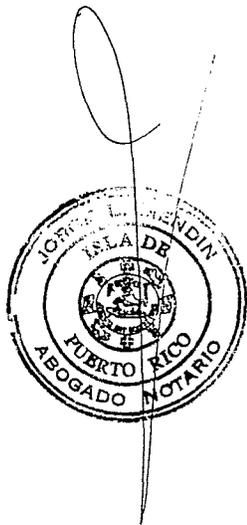
-----BEFORE ME-----

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

-----APPEAR-----

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

*msb.*  
*off*



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

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

-----STATE-----

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

*MLB*  
*JP*



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

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

---"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."-----

---The Property was segregated from property number 9,752 recorded at Page 76 of Volume 151 of Ceiba, Registry of the Property, Fajardo Section, and appears recorded at Page 136 of Volume 163 of Ceiba, property number 10,299.-----

---Due to changes affecting the properties adjacent to its boundaries the general surface description of the Property has changed and its new description is as follows:-----

-----CLEAN PARCEL TEN (10)-----

---"Rural: Parcel of land identified as Clean Parcel Ten (10), (formerly 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 hundred (1,628,612.300) square meters equivalent to four hundred and fourteen point three hundred sixty-three (414.363) cuerdas, more or less; bounded on the North by Sale Parcel ID, property of the United States of America, on the East by Conservation Zone 13, property of the Commonwealth of Puerto Rico, Department of Natural Resources and Ensenada Honda,

*MB*  
*JB*



on the South by the Caribbean Sea, on the West by Conservation Zone 11, property of the Commonwealth of Puerto Rico, Department of Natural Resources, Conservation Zone 5, property of the Commonwealth of Puerto Rico, Department of Natural Resources and by Sale Parcel ID, property of the United States of America.-----

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

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

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

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

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

---EIGHT: The Quitclaim consists of eleven (11) pages. Appended thereto are five (5) Exhibits that

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*gfr*



the appearing parties have agreed to attach to the first certified copy of this deed for purposes of recordation.-----

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

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

---ELEVENTH: The appearing parties hereby agree to the extent required by law applicable to the United States of America, to fully cooperate to remedy promptly any and all technical defects and irregularities of title that may constitute an impediment or bar to the due and proper recordation of this deed in the Registry of Property, free from defects, including, without limitation, the execution and filing for record of any supplementary or clarification deeds, affidavits, and other public and/or private documents. Any obligation created on the United States of America, is specifically made subject to the availability of



*MJB.*  
*JLB*

appropriated funds to be used for such purposes. Nothing contained herein shall be interpreted to require obligations or payments by the United States of America that are in violation of the Anti-Deficiency Act, 31 U.S.C § 1341.-----

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

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

-----ACCEPTANCE-----

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

*msb.*  
*gcp*



*M. J. Bliz*  
*George E. Foster*

*[Handwritten signature]*

**QUITCLAIM DEED**  
**Clean Parcel 10 (Sale Parcel IIA)**

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

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

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

**Clean Parcel 10 Deed**  
**Page 2.**

1 including the consideration to be paid by the GRANTEE to the GOVERNMENT for such  
2 transfer.

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

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

13  
14 I. GRANTEE hereby offers consideration in the amount set forth in the EDC  
15 Agreement, plus other good and valuable consideration, to it in hand paid by GRANTEE, the  
16 receipt of which is hereby acknowledged; and GOVERNMENT has granted, bargained, sold,  
17 and released and by these presents does grant, bargain, sell, and release unto the said  
18 GRANTEE, its successors, and assigns, all right title and interest in and to that certain parcel of  
19 real property at the former NSRR and identified as "Clean Parcel 10" by the NSRR Disposal  
20 Map attached hereto and made a part hereof as **Exhibit "A."**

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

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

34  
35 **Conveyance Language**

36  
37 GOVERNMENT does hereby, subject to any easements and encumbrances of record  
38 and subject to the reservations, exceptions, notices, covenants, conditions, and restrictions  
39 expressly contained herein, grant, sell, convey, remise, release, and quitclaim unto GRANTEE,  
40 its heirs, successors, and its assigns, without any warranty, express or implied, as to the quantity  
41 or quality of GOVERNMENT's title (except such warranties as are specifically set forth herein,  
42 required by 42 U.S.C. § 9620(h)(4), or otherwise required by law), all GOVERNMENT's right,  
43 title, and interest in that certain real property, comprising 402.437 acres or 414.363 cuerdas, as

**Clean Parcel 10 Deed**  
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1 per plat or plot plan prepared by Integra - Architects and Engineers, and recorded at the Registry  
2 of Property with the same total area of cuerdas (collectively, "**PROPERTY**"), including, but not  
3 limited to the underlying, estate, buildings, structures, and improvements situated or installed  
4 thereon, commonly known as and referred to herein as Clean Parcel Ten (CP-10) (formerly Sale  
5 Parcel Roman Numeral Two (II) (A)), more fully described on the documents attached to this  
6 Quitclaim Deed and incorporated herein as **Exhibit "B"**.

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

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

gop  
MB

19  
20 **Special Sections**

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

27  
28 **Environmental Notices for the Property**

29  
30 **II. Notice of Environmental Condition:** Information concerning the environmental  
31 condition of the PROPERTY is contained in the document known as the **Finding of Suitability**  
32 **to Transfer** dated December 2007 (Sale Parcel II – Capehart), which is attached hereto and  
33 made a part hereof as **Exhibit "D"** (the "FOST"), the receipt of which is hereby acknowledged  
34 by the GRANTEE. An **Environmental Condition of Property (ECP)** report is referenced in  
35 the FOST; the FOST and ECP reference environmental conditions on the PROPERTY. The  
36 FOST sets forth the basis for the GOVERNMENT's determination that the PROPERTY is  
37 suitable for transfer. Together, the ECP and FOST contain all pertinent information currently  
38 known by GOVERNMENT as to the environmental condition of the PROPERTY. GRANTEE  
39 hereby acknowledges that it has been provided copies of the ECP and FOST. The specific  
40 environmental conditions described in the FOST and ECP, which are applicable to the  
41 PROPERTY, are contained in this Quitclaim Deed.

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

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

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

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

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

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**Clean Parcel 10 Deed**  
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1 taken by the United States or its officers, employees, agents, contractors of any tier, or servants  
2 pursuant to and in accordance with this clause; Provided, however, that nothing in this paragraph  
3 shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy  
4 available to them under the Federal Tort Claims Act.

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

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

19  
20 In the event GRANTEE, its successors or assigns (each hereinafter called a "Transferor")  
21 conveys the PROPERTY, or any portion thereof, the Transferor shall provide to the party  
22 acquiring the PROPERTY, or any portion thereof, notice of this requirement.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

3  
4 **General Provisions**

5  
6 **X. 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. In this regard, GRANTEE acknowledges,  
10 recognizes and accepts that the plot plan reflects that the general surface description of the  
11 PROPERTY has changed due to changes affecting the properties adjacent to its boundaries. The  
12 new legal description of the PROPERTY, after taking account of the changes affecting its  
13 boundaries, is also described in **Exhibit "B"** hereto.

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

25  
26 **XII. General Notice Provision:**

27  
28 To facilitate such future cooperation, the following points of contact have been designated by the  
29 GOVERNMENT, GRANTEE, United States Environmental Protection Agency (USEPA) and  
30 Puerto Rico Environmental Quality Board (PREQB):

31  
32 **GOVERNMENT:** Director  
33 NAVFAC BRAC Program Management Office Southeast  
34 4130 Faber Place Drive  
35 Suite 202  
36 North Charleston, SC 29405

37  
38 **GRANTEE:** Executive Director  
39 Local Redevelopment Authority for Naval Station Roosevelt Roads  
40 400 Calaf St.  
41 PMB #456  
42 San Juan, PR 00918-1314  
43

gop  
MDE

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

1 With a copy to: Kutak Rock LLP  
2 1101 Connecticut Avenue, NW  
3 Suite 1000  
4 Washington, DC 20036  
5 Attention: George Schlossberg, Esq.  
6  
7 USEPA: U.S. Environmental Protection Agency  
8 Region 2  
9 290 Broadway - 22nd Floor  
10 New York, NY 10007-1866  
11 Attention: Chief, RCRA Programs Branch  
12  
13 PREQB: Puerto Rico Environmental Quality Board  
14 Oficina del Presidente - Piso 5 Ave.  
15 Ponce de Leon #I308  
16 Carr Estatal 8838  
17 Sector El Cinco  
18 Rio Piedras, PR 00926  
19

20 **XIII. Recording of Title:**

21  
22 The appearing parties do hereby acknowledge that although this Quitclaim Deed is a valid and  
23 legally binding document, it may not fulfill the requirements established by the Mortgage and  
24 Registry Property Act of 1979 for the recording of titles at the Registry of Property of Puerto  
25 Rico (the "Registry"). Therefore, the appearing parties agree to jointly take all actions  
26 reasonably necessary in accordance with and subject to the authorities and limitations prescribed  
27 by applicable Federal and Commonwealth law to cause the recordable documents to be executed,  
28 filed and registered in the Registry.  
29

30 The appearing parties do hereby further acknowledge and recognize that in order for these  
31 parcels to exist as separate properties and be developed as intended, it may be necessary for the  
32 same to be segregated and the need for necessary easements to be created for the benefit of these  
33 parcels may arise. In the event that such easements are granted by the GOVERNMENT, the  
34 appearing parties acknowledge that the Recordable Documents must include such transactions  
35 and in a timely manner and agree to jointly take all actions reasonably necessary in accordance  
36 with and subject to the authorities and limitations prescribed by applicable Federal and  
37 Commonwealth law to cause the recordable documents to be executed, filed and registered in the  
38 Registry.  
39

40 Notwithstanding the foregoing, it is the intent of the appearing parties that immediately upon  
41 execution of this Quitclaim Deed, as it appears herein, all right, title and interest in the  
42 PROPERTY shall have conveyed to the GRANTEE.  
43

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

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

5

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

8

9

**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 as of the day and year first written above.

UNITED STATES OF AMERICA

By: Navy BRAC PMO

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

988

Affidavit No. 994 (copy 4)

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

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

*[Handwritten signature]*



[Signatures Continue on Following Page]

**Clean Parcel 10 Deed**  
**Page 12.**

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

LOCAL REDEVELOPMENT AUTHORITY  
NAVAL STATION ROOSEVELT ROADS

*MLB*

By: *María L. Blázquez*  
María L. Blázquez Arsuaga  
Executive Director

Affidavit No. 995 (copy 4)

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

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



*[Handwritten signature]*

Exhibit "A"

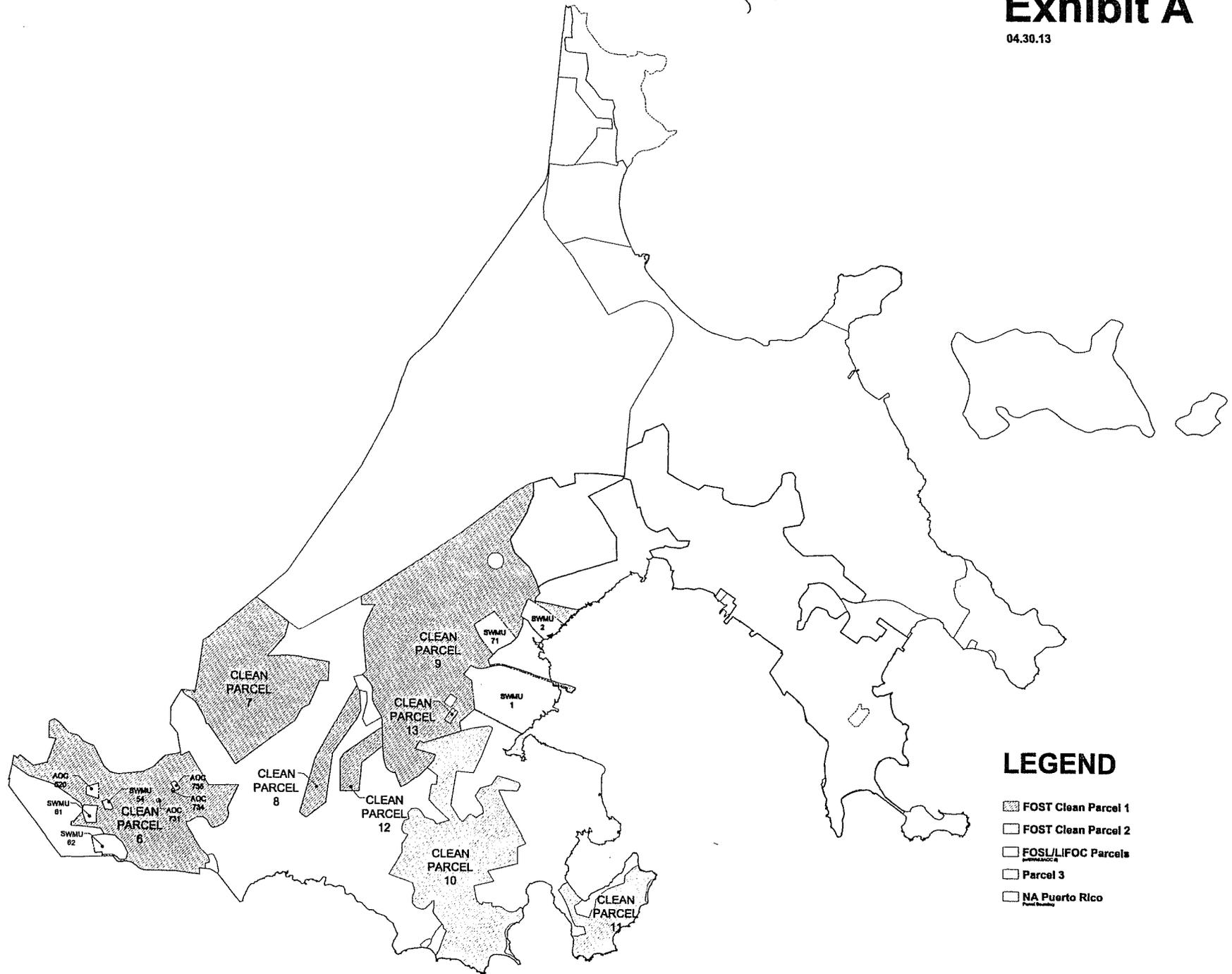
NSRR DISPOSAL MAP

JP  
MB

*Handwritten initials: JRM, 8/8*

# Exhibit A

04.30.13



## LEGEND

- FOST Clean Parcel 1
- FOST Clean Parcel 2
- FOSU/LIFOC Parcels
- Parcel 3
- NA Puerto Rico  
Parcel Boundary

**Exhibit "B"**

**LEGAL DESCRIPTIONS OF PROPERTY CONVEYED  
CLEAN PARCEL 10**

**The surface measurement as per the plat or plot plan prepared by Integra – Architects and Engineer, is as follows:**

"Rural: Parcel of land identified as Clean Parcel Ten (10), (formerly 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 hundred (1,628,612.300) square meters equivalent to four hundred and fourteen point three hundred sixty-three (414.363) cuerdas, more or less; bounded on the North by Sale Parcel ID, property of the United States of America, on the East by Conservation Zone 13, property of the Commonwealth of Puerto Rico, Department of Natural Resources and Ensenada Honda, on the South by the Caribbean Sea, on the West by Conservation Zone 11, property of the Commonwealth of Puerto Rico, Department of Natural Resources), Conservation Zone 5, property of the Commonwealth of Puerto Rico, Department of Natural Resources and by Sale Parcel ID, property of the United States of America)."

**The surface measurement as recorded at the Registry of the Property is as follows:**

"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."

*JS  
MB*

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

"Rural: Parcel of land identified as Sale Parcel Roman Numeral 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 by Sale Parcel ID, property of the United States of America, on the East by Conservation Zone 13, property of the Commonwealth of Puerto Rico, Department of Natural Resources and Ensenada Honda, on the South by the Caribbean Sea, on the West by Conservation Zone 11, property of the Commonwealth of Puerto Rico, Department of Natural Resources), Conservation Zone 5, property of the Commonwealth of Puerto Rico, Department of Natural Resources and by Sale Parcel ID, property of the United States of America)."

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

off  
mab

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

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

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

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

---RAÚL J. VILÁ 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 (18<sup>th</sup>), two  
thousand six (2006).-----

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

*gp  
mrb*

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, Guayacán and Quebrada Seca, Municipality of Ceiba and the Ward of Daguao, Municipality of Naguabo, Puerto Rico, containing an area of fourteen million one hundred and seventy seven thousand six hundred and thirty eight point two (14,177,638.2) square meters equivalent to three thousand six hundred and seven point one hundred and seventy-nine (3,607.179) cuerdas more or less, divided into two portions as follows:-----

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---"Strip of land having an area of forty-six thousand eight hundred twenty-six point two (46,826.2) square meters, equivalent to eleven point nine hundred fourteen (11.914) cuerdas, with a length of three thousand one hundred sixteen point zero (3116.0) meters and with a variable width running from North to South."-----

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---"Strip of land having an area of twenty thousand five hundred eighty-two point six (20,582.6) square meters, equivalent to five point two hundred thirty-seven (5.237) cuerdas, with a length of one thousand three hundred thirty point zero (1,370.0) 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 South to Northeast."-----

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

---"Strip of land having an area of four thousand three hundred thirty-seven point zero (4,337.0) square meters, equivalent to one point zero hundred fifty-six (1.056) cuerdas, with a length of three hundred ninety point zero (390.0) meters and a width of fifteen (15) meters running from Southeast to Northwest."-----

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

---"Strip of land having an area of three thousand nine hundred ninety point three (3,990.3) square meters, equivalent to nine hundred thirty point zero (930.0) 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 five hundred six hundred thirty-one point zero (563.1) cuerdas, with a length of two thousand four hundred thirty-one point zero (2,431.0) meters and a variable width running from South to West."-----

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

---"Strip of land having an area of ten thousand five hundred eleven point five (10,511.5) square meters, equivalent to twenty four hundred twenty point zero (2420.0) cuerdas, with a length of six thousand two hundred twenty point zero (6,220.0) meters and a width of six (6) meters running from East to West."-----

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

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

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

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

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

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

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

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

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

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

----- ACCEPTANCE-----

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

*gcp*



*Gregory E. Preston*

*[Handwritten mark]*





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 I II". Thence N22°09'05"W 2361.27' to an iron rod set, the True Point of Beginning, having a northing of 815495.1376 and an easting of 932206.6955;

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

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

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

Radius=509.39'

Arc=166.59'

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

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

Radius=558.61'

Arc=294.51'

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

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

## LEGAL DESCRIPTION FOR EASEMENT 2

Beginning at a survey control point in the Ward of Machos, said point being a brass disk set in concrete. Said point also known as 'MOUND' and having a northing of 813,308.1492 and an easting of 933,097.0283 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 2 AND 4". Thence  $S50^{\circ}05'29''W$  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  $S40^{\circ}00'38''E$  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  $S33^{\circ}21'21''E$

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  $S17^{\circ}42'56''E$

Radius=757.61'

Arc=237.63'

Thence  $S08^{\circ}43'48''E$  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  $S10^{\circ}31'28''E$

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  $S63^{\circ}21'56''E$

Radius=255.39'

Arc=455.07'

Thence  $N65^{\circ}35'16''E$  450.10' to a point not set;

Thence  $S32^{\circ}17'53''E$  49.69' to an iron rod set;

Thence  $S65^{\circ}35'16''W$  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  $N63^{\circ}21'56''W$

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  $N10^{\circ}31'28''W$

Radius=4524.61'

Arc=283.41'

Thence  $N08^{\circ}43'48''W$  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  $N24^{\circ}22'13''W$

Radius=708.39'

Arc=386.74'

Thence  $N40^{\circ}00'38''W$  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  $N39^{\circ}32'42''W$

Radius=6159.61'

Arc=100.13'

Thence  $N39^{\circ}04'45''W$  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  $N15^{\circ}49'42''W$

Radius=880.61'

Arc=366.97'

Thence  $N73^{\circ}51'24''E$  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  $S27^{\circ}06'48''E$

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

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

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

Thence following a curve to a point not set with a long chord of 966.77', chord bearing of

S36°32'12"E

Radius=1535.48'

Arc=983.50'

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

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

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

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

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

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

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

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

Thence following a curve to a point not set, with a long chord of 1003.94', chord bearing of

N36°32'12"W

Radius=1594.52'

Arc=1021.31'

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

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

**LEGAL DESCRIPTION FOR EASEMENT 6**

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

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

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

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

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

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

## LEGAL DESCRIPTION FOR EASEMENT 7

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

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

Radius=7154.61'

Arc=234.00'

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

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

Radius=2024.61'

Arc=407.19'

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

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

Radius=17324.61'

Arc=370.15'

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

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

Radius=475.39'

Arc=108.30'

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

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

Radius=1714.61'

Arc=1420.72'

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

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

Radius=1863.39'

Arc=341.62'

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

Radius=1089.61'

Arc=366.90'

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

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

Radius=914.61'

Arc=658.97'

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

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

Radius=275.39'

Arc=420.50'

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

Radius=425.39'

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

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 267.53', 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.

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 12

Beginning at a survey control point in the Ward of Guaynabo, 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;

### 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.

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

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

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

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

Radius= 530.61'

Arc=404.75'

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

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

Radius= 724.61'

Arc=132.36'

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

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

Radius= 374.61'

Arc=169.22'

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

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

Radius= 374.39'

Arc=159.18'

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

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

Radius= 149.61'

Arc=163.10'

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

Radius= 399.61'

Arc=89.31'

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

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

Radius= 350.39'

Arc=52.88'

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

Radius= 100.39'

Arc=109.44'

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

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

Radius= 423.61'

Arc=194.89'

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

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

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

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

Radius= 325.39'

Arc=146.99'

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

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

Radius= 675.39'

Arc=123.37'

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

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

Radius= 481.39'

Arc=414.16'

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

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

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

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

Radius= 399.61'

Arc=8.07'

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

### LEGAL DESCRIPTION EASEMENT 25

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

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

Radius=370.48'

Arc=58.29'

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

Radius=320.39'

Arc=461.54'

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

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

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

Radius=369.61'

Arc=444.76'

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

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

**LEGAL DESCRIPTION FOR EASEMENT 26**

Beginning at a survey control point in the Ward of 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 "D"

**FINDING OF SUITABILITY TO TRANSFER  
FOR SALE PARCEL II - CAPEHART**

*JS*  
*MB*

**FINDING OF SUITABILITY TO TRANSFER**

**SALE PARCEL II - CAPEHART**

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



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mlp*

**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 2007**

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**FINDING OF SUITABILITY TO TRANSFER  
SALE PARCEL II - CAPEHART  
NAVAL ACTIVITY PUERTO RICO**

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# FINDING OF SUITABILITY TO TRANSFER SALE PARCEL II - CAPEHART NAVAL ACTIVITY PUERTO RICO

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## 1.0 PURPOSE

This Finding of Suitability to Transfer (FOST) summarizes how the requirements and notifications for hazardous substances, petroleum products, and other regulated material on the property have been satisfied, and documents my determination, as the responsible Department of Defense (DoD) component official, that certain real property and associated improvements known as Sale Parcel II - Capehart (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 NAPR to serve as the caretaker of the real property associated with NSRR and to assist in the transfer of the property. NAPR is located on the east coast of Puerto Rico adjacent to the municipality of Ceiba. The Subject Property consists of approximately 495 acres located in the southeast section of the installation, and is primarily comprised of residential neighborhoods. Additional facilities include a high school, community center, medical clinics, storage buildings and various recreational facilities. Exhibits B, C, and D provide a vicinity map, parcel maps from the Draft Report, Parcel Map for the Disposal of Naval Activity Puerto Rico (GMI, 2005), and a boundary survey map, respectively. The Subject Property is comprised of Sub-Parcels 8, 10, 14, 15 and 16, as shown in Exhibit C.

Seven of the eight former NSRR housing communities are located on the Subject Property. The Final Asbestos Inspection Report for Military Family Housing, Naval Activity Puerto Rico, Ceiba, Puerto Rico (Baker, 2005a) provides the following information for these housing areas:

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## FINDING OF SUITABILITY TO TRANSFER SALE PARCEL II - CAPEHART NAVAL ACTIVITY PUERTO RICO

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- Algodones – 2, 3, and 4-Bedroom (BR) Apartment Style Units; constructed 1960; renovated 1991
- Caribe Breeze – 2, 3, and 4-BR Duplex Units; constructed 1974; renovated 2001-2003
- Cascajo Point – 2, 3, and 4-BR Single Family Houses; constructed 1960; renovated 1998-2001
- Coast Guard – 3 and 4-BR Single Family Houses; constructed 1960; renovated 1989-1992
- FDR Drive – 3-BR Single Family Houses; constructed 1960; renovated 1999-2000
- Manatee Bay – 2, 3, and 4-BR Single Family Houses; constructed 1960; renovated 2001-2003
- Mangrove Manor – 2, 3, and 4-BR Single Family Houses; constructed 1960; renovated 1989-1992

The housing units are concrete-framed buildings with concrete or ceramic exterior finishes. Interior walls are painted gypsum board and concrete. In addition to the housing units described above, there are approximately 46 other numbered buildings, structures, and facilities on the Subject Property (not including multiple pavilions at Community Beach). Table 1 (Exhibit E) provides their facility number, former user, name or description, area, and year of construction.

### 3. 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 Environmental Condition of Property (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 has used the Subject Property for residential and ancillary purposes only.

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) anticipates future use of the Subject Property as residential with ancillary uses including reuse of the high school and gymnasium. The Subject Property will be sold via public auction to the highest qualified bidder.

**FINDING OF SUITABILITY TO TRANSFER  
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**4. 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 is nothing in the records that indicates any hazardous substance has been released or disposed of on the Subject Property, and the ECP investigation did not discover any radioactive materials at the medical clinics, nor any environmental issues associated with medical waste. There was once a satellite hazardous waste accumulation area for lab packs associated with Building 2200 (High School). The storage area was no longer in use at the time of the ECP inspection.

**B. Petroleum Contamination**

According to the ECP Report, there was one underground storage tank (UST) formerly located on the Subject Property. UST 1513 was a 280-gallon diesel fuel tank associated with Building 1513, a sewage lift station. The UST was removed in August 1996, as shown on Table 2 in Exhibit E. The ECP Report also documented three operational aboveground storage tanks (ASTs) used for storage of diesel fuel for sewage lift station standby generators on the Subject Property. One of these, AST 1972, replaced UST 1513. These ASTs are also listed in Table 2. According to the ECP Report, any contaminated soils identified during past replacement of tanks were excavated and disposed of off NSRR property, and the replaced tanks were closed in accordance with Title 40 Code of Federal Regulations (CFR) Part 280. The records do not indicate there have been any spills or releases associated with UST 1513 or the ASTs on the Subject Property, nor any other releases or instances of disposal of petroleum products or their derivatives.

**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:

## FINDING OF SUITABILITY TO TRANSFER SALE PARCEL II - CAPEHART NAVAL ACTIVITY PUERTO RICO

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- **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), the 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. 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.

### **D. Other Environmental Aspects**

#### **1. Munitions and Explosives of Concern**

The records do not indicate ordnance handling, storage, or disposal activities have ever been conducted on the Subject Property.

**FINDING OF SUITABILITY TO TRANSFER  
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2. Asbestos-Containing Materials

An asbestos-containing material (ACM) inspection of military family housing in the eight NAPR residential communities was performed in January and February 2005 in anticipation of property transfer. According to the June 2005 *Final Asbestos Inspection Report for Military Family Housing, Naval Activity Puerto Rico, Ceiba, Puerto Rico* (Baker, 2005a), NAPR housing was reportedly constructed between 1960 and 1975. Twenty-seven of the housing units in the Manatee Bay community are of original construction and the remaining 935 NAPR units were renovated to varying degrees beginning in 1989. Renovation of some of the units included removal of ACM.

While ACM was identified in all of the residential communities on the Subject Property, no friable, accessible, and damaged (FAD) ACM hazards were identified in the housing units that were inspected. Not all units in NAPR housing were inspected. Instead, a representative number of units were inspected in each housing community. Detailed information about the units inspected and the materials identified and sampled during the asbestos inspection, including summary tables, location drawings, photographs and laboratory reports is included in the report. The report text (without appendices) is included in Exhibit G of this FOST.

According to the June 2005 *Final Asbestos Inspection Report for Naval Activity Puerto Rico, Ceiba, Puerto Rico* (Baker, 2005b), ACM was identified in 6 of the 26 non-housing facilities inspected on the Subject Property, as summarized in Table 3 of Exhibit E. No FAD ACM hazards were 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 report text (without appendices) is included in Exhibit G of this FOST.

If renovation of housing units is scheduled following transfer, a more comprehensive ACM inspection should be conducted to attempt to identify hidden ACM (e.g., behind walls, above ceilings, etc.) that would not have been identified during the non-destructive, baseline asbestos study. Furthermore, 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

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## FINDING OF SUITABILITY TO TRANSFER SALE PARCEL II - CAPEHART NAVAL ACTIVITY PUERTO RICO

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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

A lead-based paint (LBP) inspection and risk assessment of military family housing at NAPR was performed in conjunction with the ACM inspection described above. According to the June 2005 Final Lead-Based Paint Inspection/Risk Assessment Report for Military Family Housing, Naval Activity Puerto Rico, Ceiba, Puerto Rico (Baker, 2005c), NAPR housing was reportedly constructed between 1960 and 1975. Twenty-seven of the housing units in the Manatee Bay community are of original construction and the remaining 935 NAPR units were renovated to varying degrees beginning in 1989. Renovation of some of the units included removal of LBP.

In accordance with U.S. Department of Housing and Urban Development regulations, the Navy is required to inspect and assess NAPR housing for LBP and LBP hazards and disclose the results to the next owner. Because the housing units were constructed in 1960 and later, LBP hazards are not required to be abated before the sale of the properties. LBP hazards were identified in the Algodones, Coast Guard, Manatee Bay, and Mangrove Manor housing communities only, and included deteriorated LBP on various components and slightly elevated lead in dust on floors. Hazards related to friction surfaces, impact surfaces, chewable surfaces, and soil were not identified in these communities. No LBP hazard of any type was identified in the Caribe Breeze, Cascajo Point, or FDR Drive communities. Not all units in NAPR housing were inspected. Instead, a representative number of units were inspected in each housing community. Detailed information about the inspection and risk assessment methodologies, units inspected and the materials identified and sampled during the LBP inspection, including summary tables, location drawings, photographs, laboratory reports, and LBP control options is included in the report. (Baker, 2005c) The report text (without appendices) is included in Exhibit G of this FOST.

**FINDING OF SUITABILITY TO TRANSFER  
SALE PARCEL II - CAPEHART  
NAVAL ACTIVITY PUERTO RICO**

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The NAPR facilities list (Exhibit E, Table 1) indicates the majority of the non-housing 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, which were not included in the military family housing LBP survey, and any others built before 1978 are presumed to contain LBP.

A Lead-Based Paint Hazards Advisory Statement, Exhibit H to this FOST, 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 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 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.

**FINDING OF SUITABILITY TO TRANSFER  
SALE PARCEL II - CAPEHART  
NAVAL ACTIVITY PUERTO RICO**

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6. Threatened and Endangered Species

As shown on the individual parcel maps in Exhibit C, both sea turtle habitat and breeding habitat and nesting/foraging palms for the endangered yellow-shouldered blackbird have been identified on the Subject Property. The Commonwealth of Puerto Rico has committed to zone the property in a manner that will implement the planning, development, maintenance, mitigation and use requirements described on the parcel maps.

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

**5.0 REQUIREMENTS APPLICABLE TO PROPERTY TRANSFER**

**A. NEPA Compliance**

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

**B. Hazardous Substance Notice**

In accordance with Section 120(h)(3)(A)(i) of CERCLA, all deeds transferring federal property must provide notice as to those hazardous substances which it is known, based on a complete search of agency files, were stored for one year or more, released or disposed on the Subject Property in excess of those reportable quantities specified under Title 40 CFR Part 373, and all response actions taken to date to address any such releases or disposals. No hazardous

**FINDING OF SUITABILITY TO TRANSFER  
SALE PARCEL II - CAPEHART  
NAVAL ACTIVITY PUERTO RICO**

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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  
SALE PARCEL II - CAPEHART  
NAVAL ACTIVITY PUERTO RICO**

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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. 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 the Puerto Rico EQB have been advised of the proposed transfer of the Subject Property, and copies of the ECP Report and Draft FOST were provided to those agencies for review and comment. Two comments were received from EPA. Those comments and Navy responses are provided in Exhibit I. The ECP Report was made available for public review upon finalization. Copies of all transfer documentation will be made available to EPA and EQB representatives upon request after execution of the same.

**6.0 SUITABILITY DETERMINATION**

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

1 / 3 / 08  
Date

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

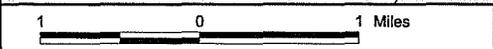
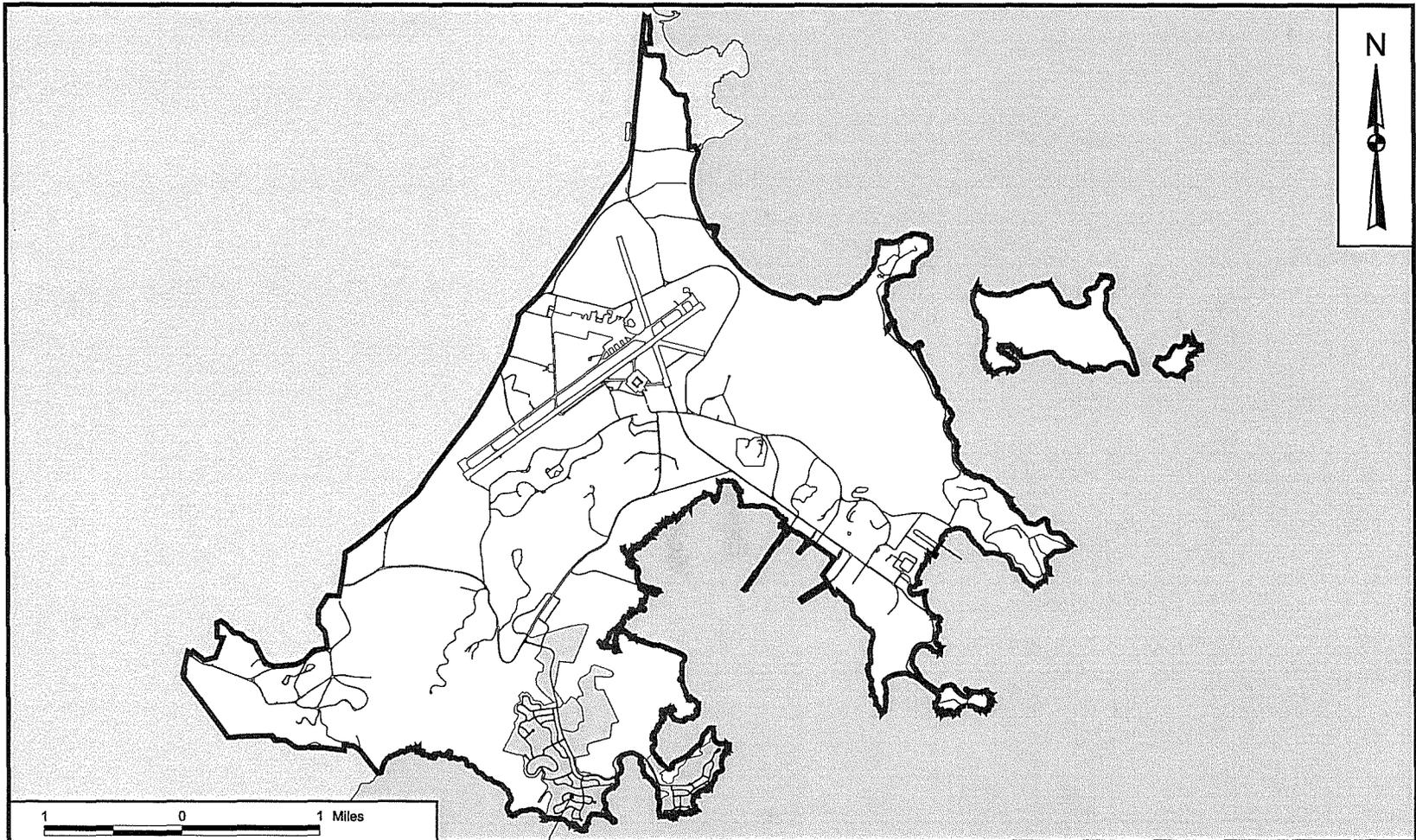
**Exhibit A**  
**References**

**FINDING OF SUITABILITY TO TRANSFER  
SALE PARCEL II - CAPEHART  
NAVAL ACTIVITY PUERTO RICO**

**REFERENCES**

- Baker, 2005a. (Michael Baker Jr., Inc.) *Final Asbestos Inspection Report for Military Family Housing, Naval Activity Puerto Rico, Ceiba, Puerto Rico*. Moon Township, Pennsylvania. June 2005.
- Baker, 2005b. (Michael Baker Jr., Inc.) *Final Asbestos Inspection Report for Naval Activity Puerto Rico, Ceiba, Puerto Rico*. Moon Township, Pennsylvania. June 2005.
- Baker, 2005c. (Michael Baker Jr., Inc.) *Final Lead-Base Paint Inspection/Risk Assessment Report for Military Family Housing, Naval Activity Puerto Rico, Ceiba, Puerto Rico*. Moon Township, Pennsylvania. June 2005.
- CBRE et al, 2004. (CB Richard Ellis Consulting, Cooper Robertson & Parnters, 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	10/08/07
CHECKED BY	DATE
L. ANDERSON	10/08/07
COST/SCHEDULE-AREA	
SCALE AS NOTED	



SALE PARCEL II  
 NAVAL ACTIVITY PUERTO RICO  
 CEIBA, PUERTO RICO

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

**Exhibit C**  
**Parcel Maps**

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**THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 8**

**Common Name—Sale**

**Conveyance—Sale**

**Neighboring Parcel(s)—5, 6, 7, 9, 13-16**

**Yellow-shouldered Blackbird**

**GENERAL REQUIREMENTS**

- No development is allowed in Parcel 5, 7, 9, and 13 (Conservation).
- All development related activities (new construction, ground clearing, demolition/remodeling) adjacent to conservation parcels (5, 7, 9, and 13) 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 U.S. Fish and Wildlife Service (USFWS) if a yellow-shouldered blackbird nest is found anywhere on the property (787-851-7297).
- Pesticide and herbicide applications must follow Commonwealth of Puerto Rico regulations.

<b>Activity</b>	<b>Conservation Measures</b>
<b>Development Planning</b>	Save as many existing on site palms and trees as possible in new development plans.
<b>Demolition/Remodeling</b>	Schedule activity from September 1 through March 14 or conduct outdoor survey of building(s) (ledges, etc.) and nearby trees (within 50 m of the building) for yellow-shouldered blackbird nests prior to start date if the activity is scheduled to occur between March 15 and August 30. Consult with USFWS if a yellow-shouldered blackbird nest is found.
<b>Grounds Maintenance</b>	No trimming or cutting of palms and trees between March 15 and August 30 except in an emergency (i.e., downed trees and palms from storms).
<b>Building Maintenance</b>	Check for yellow-shouldered blackbird nests prior to any outdoor building maintenance activities between March 15 and August 30. Determine identity of any bird nest found. Notify and consult with USFWS if a yellow-shouldered blackbird nest is found.
<b>General Operations</b>	Before moving parked outdoor equipment (e.g., light cars, carts, vehicles) check for yellow-shouldered blackbird nests (March 15-August 30). Notify USFWS if a yellow-shouldered blackbird nest is located.
<b>Property Sale/Lease</b>	Notify buyer/lessee of all mitigation requirements (see above) and include mitigation with all legal documents.

**Sea Turtle**

**GENERAL REQUIREMENTS**

- Consult with 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*

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<b>Activity</b>	<b>Conservation Measures</b>
<b>Beach Development/Use</b>	Implement all USFWS and Puerto Rico DNER lighting standards/requirements (includes parcels bordering the nesting area) and 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 a sea turtle nesting beach.

**Cobana Negra**

**GENERAL REQUIREMENTS**

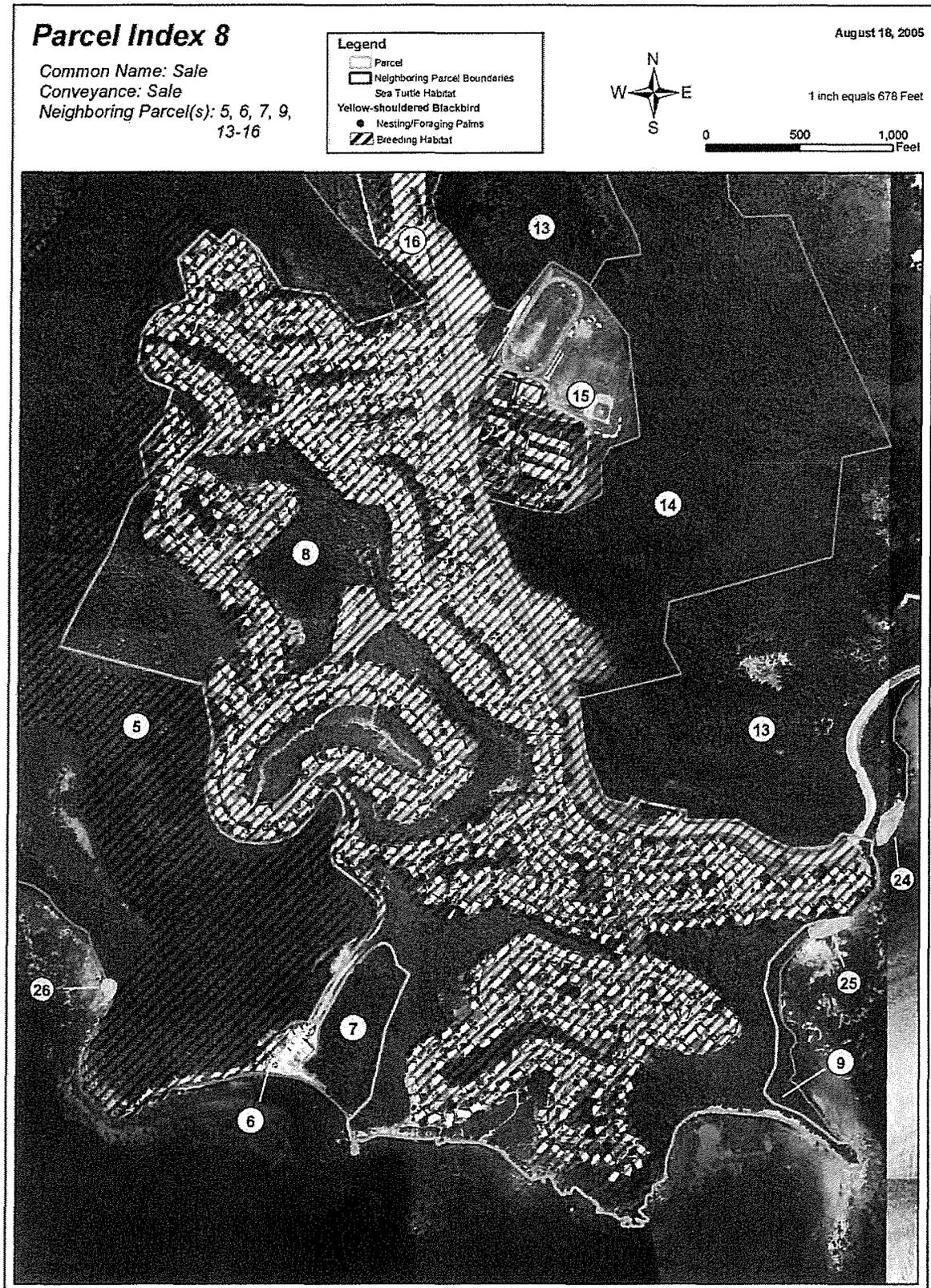
- Consult with USFWS regarding any recreational development plans (e.g., hiking trails) in Parcel 5.

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



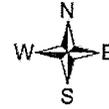
**Parcel Index 8**

Common Name: Sale  
Conveyance: Sale  
Neighboring Parcel(s): 5, 6, 7, 9,  
13-16

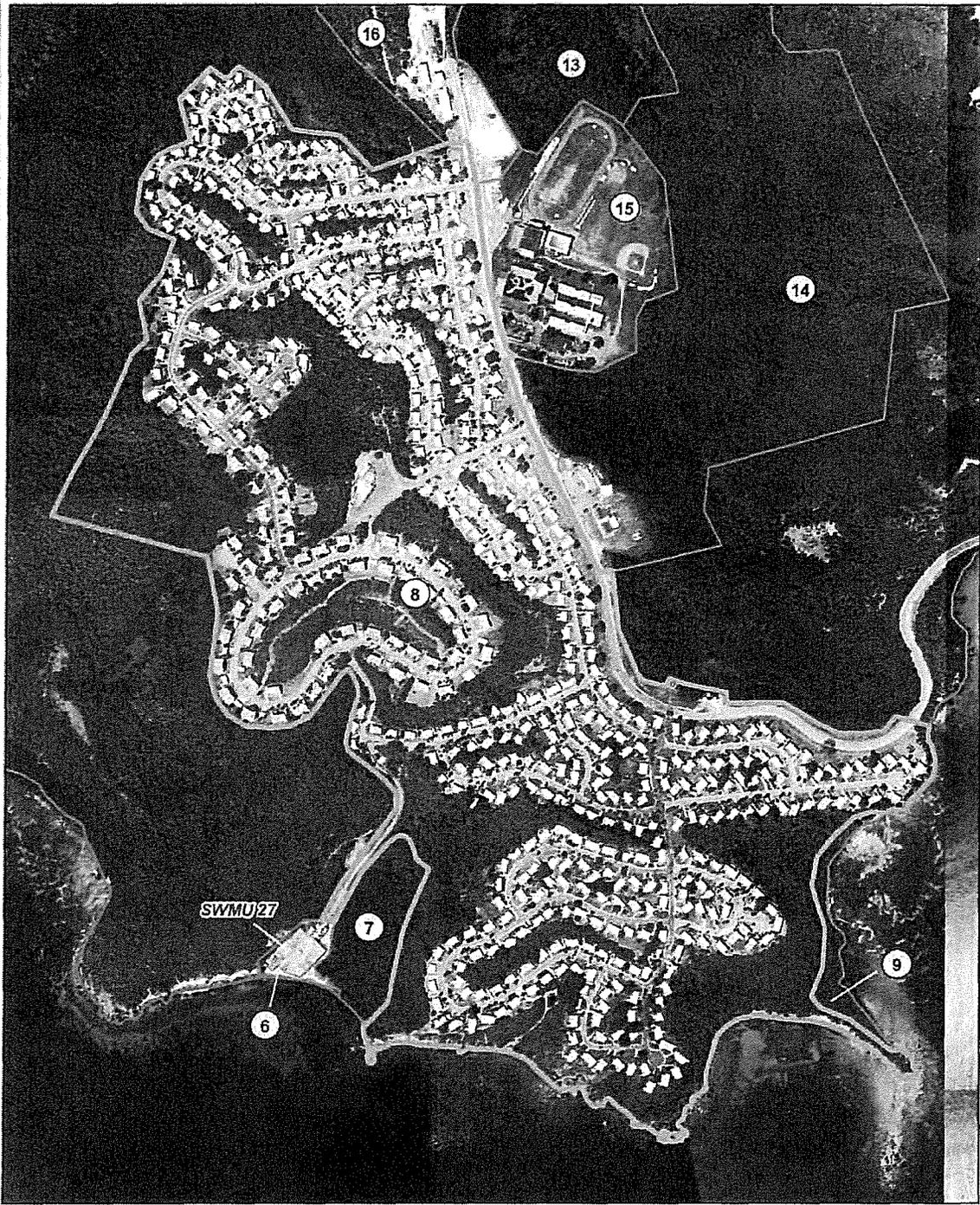
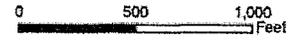
**Legend**

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

August 18, 2005



1 inch equals 678 Feet



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**THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 10**

**Common Name—Sale**  
**Conveyance—Sale**  
**Neighboring Parcel(s)—11, 12, 13**

**Yellow-shouldered Blackbird**

**GENERAL REQUIREMENTS**

- No development is allowed in Parcel 11, 12 and 13 (Conservation).
- All development related activities (new construction, ground clearing, demolition/remodeling) adjacent to conservation parcels (11, 12, and 13) 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.

<b>Activity</b>	<b>Conservation Measures</b>
<b>Development Planning</b>	Save as many existing on site palms and trees as possible in new development plans.
<b>New Construction/Clearing</b>	If undeveloped yellow-shouldered blackbird habitat is proposed for clearing consult with the USFWS a minimum of one year prior to planned project initiation.
<b>Demolition/Remodeling</b>	Schedule activity from September 1 through March 14 or conduct outdoor survey of building(s) (ledges, etc.) and nearby trees (within 50 m of the building) for yellow-shouldered blackbird nests prior to start date if the activity is scheduled to occur between March 15 and August 30. Consult with USFWS if a yellow-shouldered blackbird nest is found.
<b>Grounds Maintenance</b>	No trimming or cutting of palms and trees between March 15 and August 30 except in an emergency (i.e., downed trees and palms from storms).
<b>General Operations</b>	Before moving check moveable outdoor equipment (e.g., carts, vehicles) for yellow-shouldered blackbird nests from March 15-August 30. Notify USFWS if a yellow-shouldered blackbird nest is located.
<b>Property Sale/Lease</b>	Notify buyer/lessee of all mitigation requirements (see above) and include mitigation with all legal documents.

**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*

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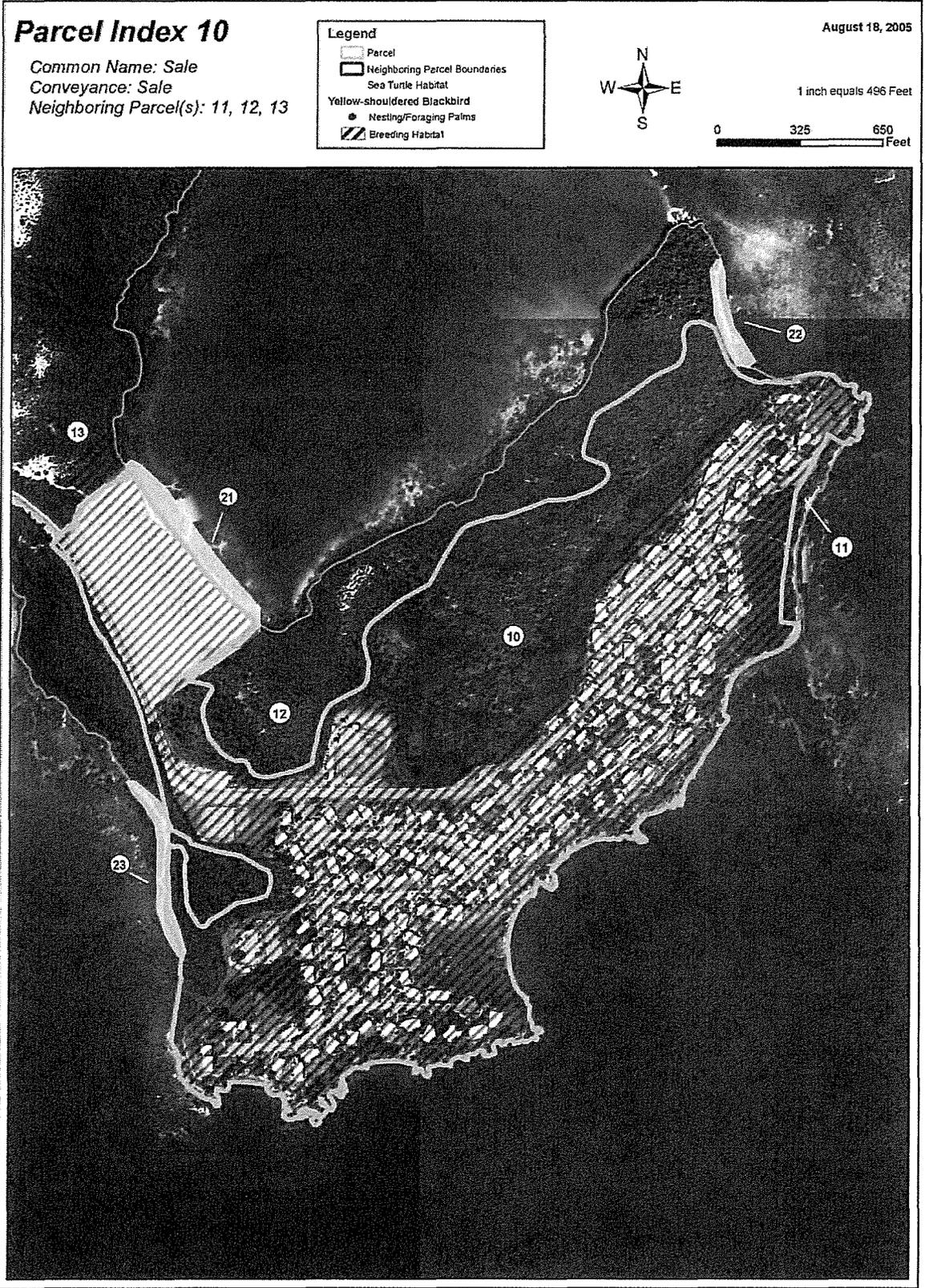
<b>Activity</b>	<b>Conservation Measures</b>
<b>Beach Development/Use</b>	Implement all USFWS and Puerto Rico DNER lighting standards/requirements (includes parcels bordering the nesting area). Implement USFWS/ Puerto Rico DNER precautionary measures for sea turtles before, during, and after development 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.

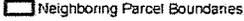
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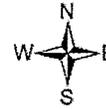
*Parcel Map for the Disposal  
of Naval Activity Puerto Rico*



### Parcel Index 10

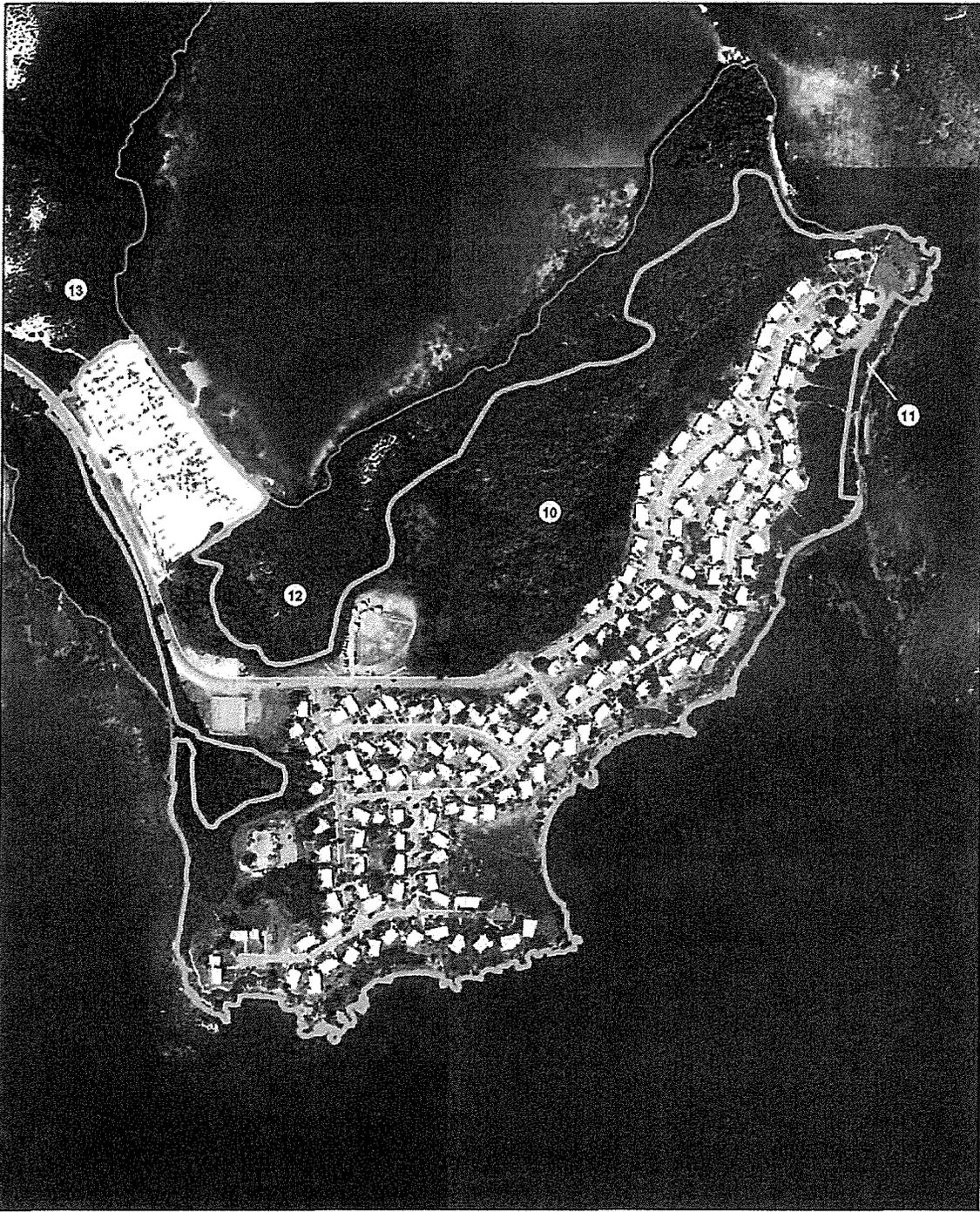
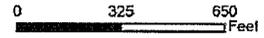
Common Name: Sale  
Conveyance: Sale  
Neighboring Parcel(s): 11, 12, 13

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



August 18, 2005

1 inch equals 496 Feet



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**THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 14**

**Common Name—Sale**  
**Conveyance—Sale**  
**Neighboring Parcel(s)—8, 13, 15, 16**

**Yellow-shouldered Blackbird**

**GENERAL REQUIREMENTS**

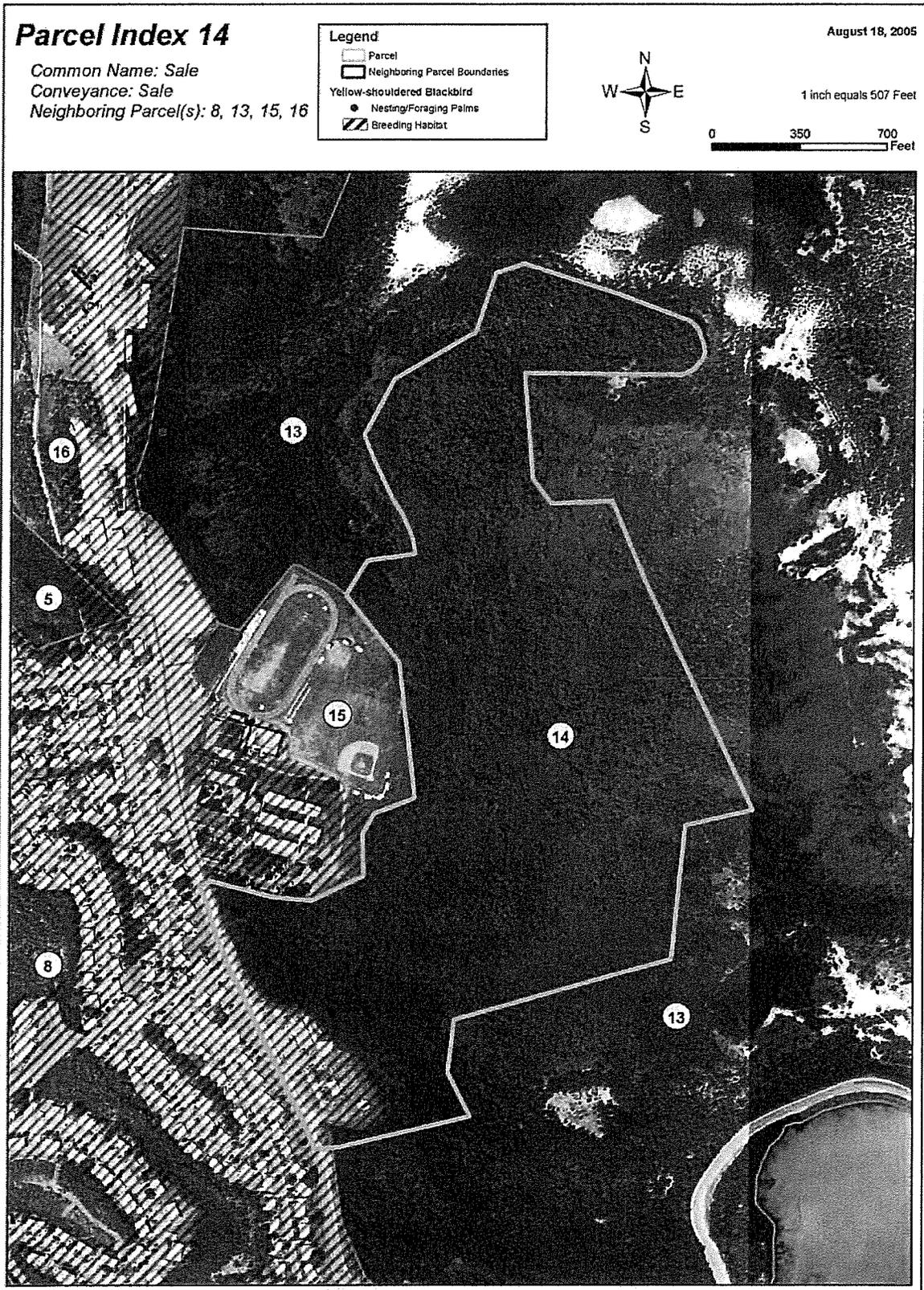
- No development is allowed in Parcel 13 and 16 (Conservation).
- All development related activities (new construction, ground clearing, demolition/remodeling) adjacent to conservation parcel 13 and 16 should occur between September 1 and March 15 (non-breeding season) or be restricted to an area 50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

<b>Activity</b>	<b>Conservation Measures</b>
<b>Development Planning</b>	Save as many existing on site palms and trees as possible in new development plans.
<b>Demolition/Remodeling</b>	Schedule activity from September 1 through March 14 or conduct outdoor survey of building(s) (ledges, etc.) and nearby trees (within 50 m of the building) for yellow-shouldered blackbird nests prior to start date if the activity is scheduled to occur between March 15 and August 30. Consult with USFWS if a yellow-shouldered blackbird nest is found.
<b>Grounds Maintenance</b>	No trimming or cutting of palms and trees between March 15 and August 30 except in an emergency (i.e., downed trees and palms from storms).
<b>Building Maintenance</b>	Check for yellow-shouldered blackbird nests prior to any outdoor building maintenance activities between March 15 and August 30. Determine identity of any bird nest found. Notify and consult with USFWS if a yellow-shouldered blackbird nest is found.
<b>General Operations</b>	Before moving parked outdoor equipment (e.g., carts, vehicles) check for yellow-shouldered blackbird nests (March 15-August 30). Notify USFWS if a yellow-shouldered blackbird nest is located.
<b>Property Sale/Lease</b>	Notify buyer/lessee of all mitigation requirements (see above) and include mitigation with all legal documents.

**NOTICE:**

Consult with the U.S. Fish and Wildlife Service if you have any questions on the conservation measures. Property owners that cannot adhere to the conservation measures must consult with the U.S. Fish and Wildlife Service to seek a Section 10.0 permit for authorization to modify the identified critical habitat. Failure to comply with the identified conservation measures violates Section 9.0 and/or Section 10.0 of the Endangered Species Act. The U.S. Fish and Wildlife Service has the authority to prosecute violations under the Endangered Species Act.

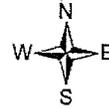
*Parcel Map for the Disposal  
of Naval Activity Puerto Rico*



### Parcel Index 14

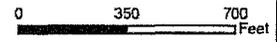
Common Name: Sale  
Conveyance: Sale  
Neighboring Parcel(s): 8, 13, 15, 16

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



August 18, 2005

1 inch equals 507 Feet



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**THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 15**

**Common Name—Sale**

**Conveyance—Sale**

**Neighboring Parcel(s)—5, 8, 13, 14, 16**

**Yellow-shouldered Blackbird**

**GENERAL REQUIREMENTS**

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

<b>Activity</b>	<b>Conservation Measures</b>
<b>Development Planning</b>	Save as many existing on site palms and trees as possible in new development plans.
<b>Demolition/Remodeling</b>	Schedule activity from September 1 through March 14 or conduct outdoor survey of building(s) (ledges, etc.) and nearby trees (within 50 m of the building) for yellow-shouldered blackbird nests prior to start date if the development activity is scheduled to occur between March 15 and August 30. Consult with USFWS if a yellow-shouldered blackbird nest is found.
<b>Grounds Maintenance</b>	No trimming or cutting of palms and trees between March 15 and August 30 except in an emergency (i.e., downed trees and palms from storms).
<b>Building Maintenance</b>	Check for yellow-shouldered blackbird nests prior to any outdoor building maintenance activities between March 15 and August 30. Determine identity of any bird nest found. Notify and consult with USFWS if a yellow-shouldered blackbird nest is found.
<b>General Operations</b>	Before moving parked outdoor equipment (e.g., carts, vehicles) check for yellow-shouldered blackbird nests (March 15-August 30). Notify USFWS if a yellow-shouldered blackbird nest is located.
<b>Property Sale/Lease</b>	Notify buyer/lessee of all mitigation requirements (see above) and include mitigation with all legal documents.

**NOTICE:**

Consult with the U.S. Fish and Wildlife Service if you have any questions on the conservation measures. Property owners that cannot adhere to the conservation measures must consult with the U.S. Fish and Wildlife Service to seek a Section 10.0 permit for authorization to modify the identified critical habitat. Failure to comply with the identified conservation measures violates Section 9.0 and/or Section 10.0 of the Endangered Species Act. The U.S. Fish and Wildlife Service has the authority to prosecute violations under the Endangered Species Act.

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

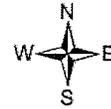
**Parcel Index 15**

Common Name: Sale  
Conveyance: Sale  
Neighboring Parcel(s): 5, 8, 13,  
14, 16

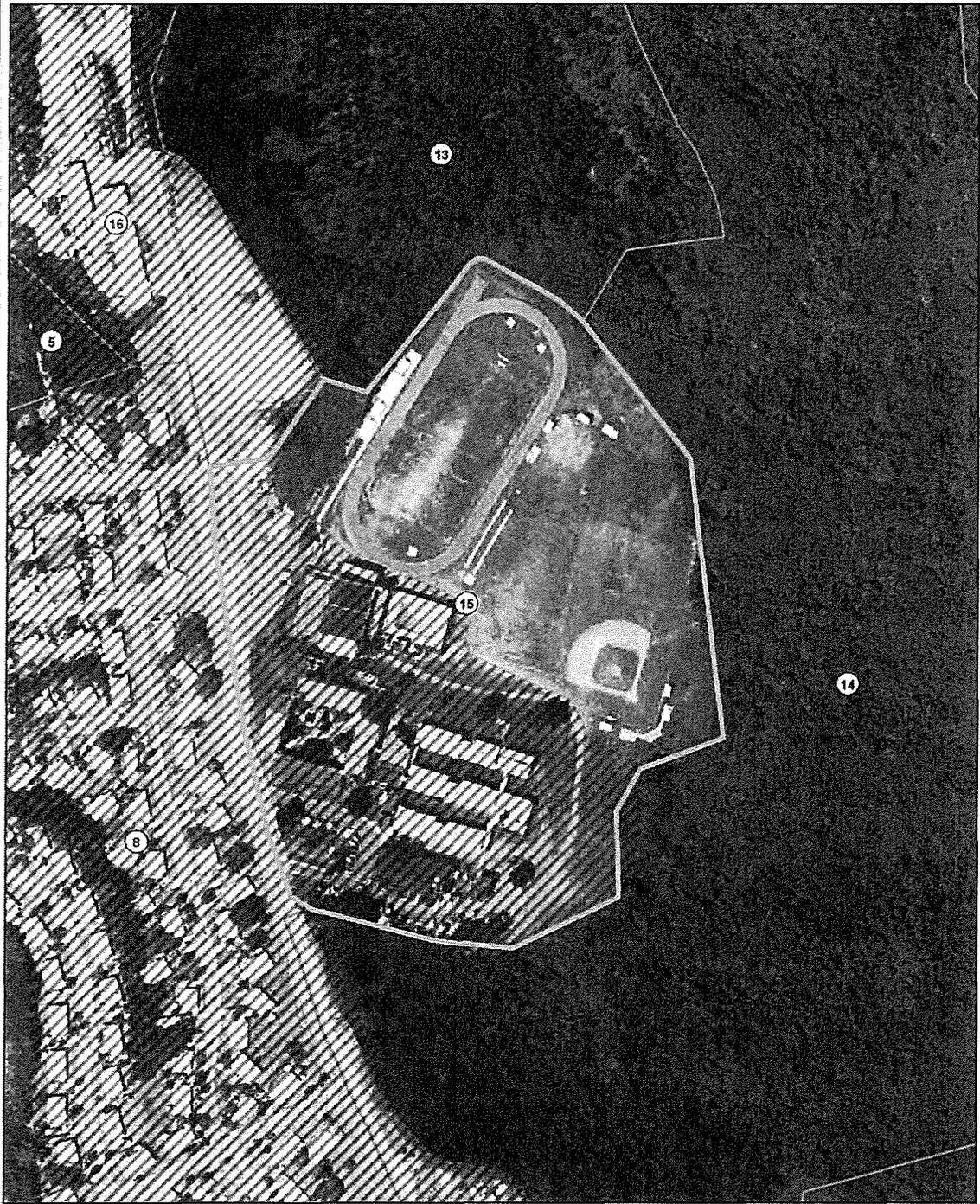
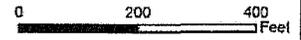
**Legend**

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

August 18, 2005



1 inch equals 266 Feet



### Parcel Index 15

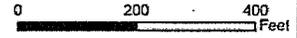
Common Name: Sale  
Conveyance: Sale  
Neighboring Parcel(s): 5, 8, 13,  
14, 16

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

August 18, 2005



1 inch equals 266 Feet



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**THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 16**

**Common Name—Sale**

**Conveyance—Sale**

**Neighboring Parcel(s)—6, 8, 13, 15, 17, 25**

**Yellow-shouldered Blackbird**

**GENERAL REQUIREMENTS**

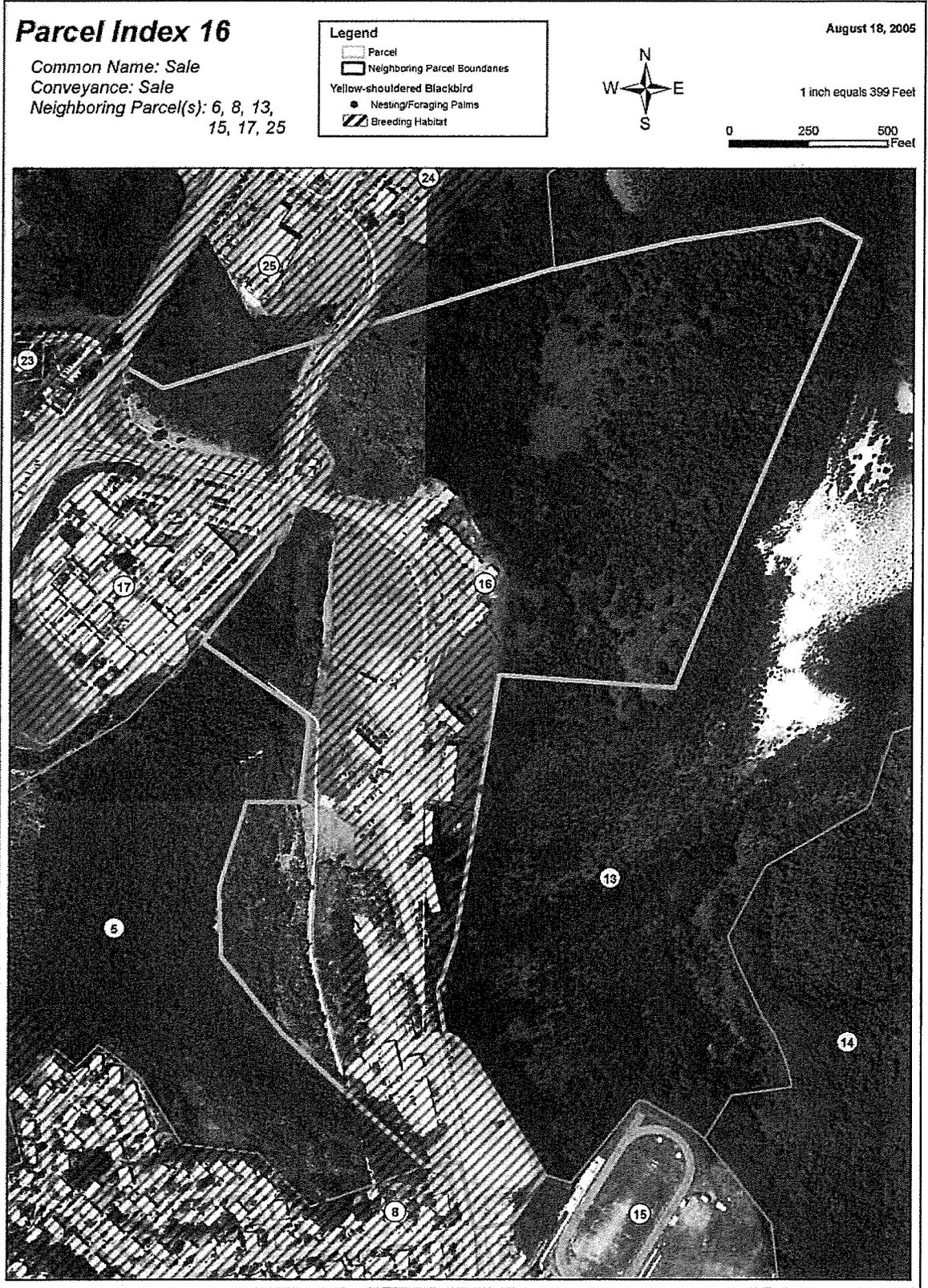
- No development is allowed in Parcel 1 and 5 (Conservation).
- All development related activities (new construction, ground clearing, demolition/remodeling) adjacent to conservation parcels (1, 5) should occur between September 1 and March 15 (non-breeding season) or be restricted to an area 50 m from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

<b>Activity</b>	<b>Conservation Measures</b>
<b>Development Planning</b>	Save as many existing on site palms and trees as possible in new development plans.
<b>New Construction/Clearing</b>	If undeveloped yellow-shouldered blackbird habitat is proposed for clearing consult with USFWS a minimum of one year prior to planned project initiation.
<b>Demolition/Remodeling</b>	Schedule activity from September 1 through March 14 or conduct outdoor survey of building(s) (ledges, etc.) and nearby trees (within 50 m of the building) for yellow-shouldered blackbird nests prior to start date if the development activity is scheduled to occur between March 15 and August 30. Consult with USFWS if a yellow-shouldered blackbird nest is found.
<b>Grounds Maintenance</b>	No trimming or cutting of palms and trees between March 15 and August 30 except in an emergency (i.e., downed trees and palms from storms).
<b>Building Maintenance</b>	Check for yellow-shouldered blackbird nests prior to any outdoor building maintenance activities between March 15 and August 30. Determine identity of any bird nest found. Notify and consult with USFWS if a yellow-shouldered blackbird nest is found.
<b>General Operations</b>	Before moving parked outdoor equipment (e.g., carts, vehicles) check for yellow-shouldered blackbird nests (March 15-August 30). Notify USFWS if a yellow-shouldered blackbird nest is located.
<b>Property Sale/Lease</b>	Notify buyer/lessee of all mitigation requirements (see above) and include mitigation with all legal documents.

**NOTICE:**

Consult with the U.S. Fish and Wildlife Service if you have any questions on the conservation measures. Property owners that cannot adhere to the conservation measures must consult with the U.S. Fish and Wildlife Service to seek a Section 10.0 permit for authorization to modify the identified critical habitat. Failure to comply with the identified conservation measures violates Section 9.0 and/or Section 10.0 of the Endangered Species Act. The U.S. Fish and Wildlife Service has the authority to prosecute violations under the Endangered Species Act.

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



**Parcel Index 16**

Common Name: Sale  
Conveyance: Sale  
Neighboring Parcel(s): 6, 8, 13,  
15, 17, 25

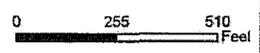
**Legend**

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

August 18, 2005



1 inch equals 399 Feet



**Exhibit D**  
**Survey Map**





1 2 3 4 5

MATCHLINE 'A' - SEE SHEET 2 OF 7

D  
C  
B  
A

LINE	LENGTH	BEARING
L1	113.66	S55°21'55"E
L2	52.20	N84°57'17"E
L23	255.62	N02°48'57"W
L24	46.11	S71°43'46"E
L24	100.29	S48°12'02"E

CONSERVATION ZONE 5

SALE PARCEL II A

17,530,166.2 SQ.FT. OR 402.437 ACRES OR  
1,628,612.3 SQ.M. OR 414.363 CUERDAS

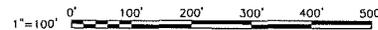
CONSERVATION ZONE 13



SALE PARCEL II A

17,530,166.2 SQ.FT. OR 402.437 ACRES OR  
1,628,612.3 SQ.M. OR 414.363 CUERDAS

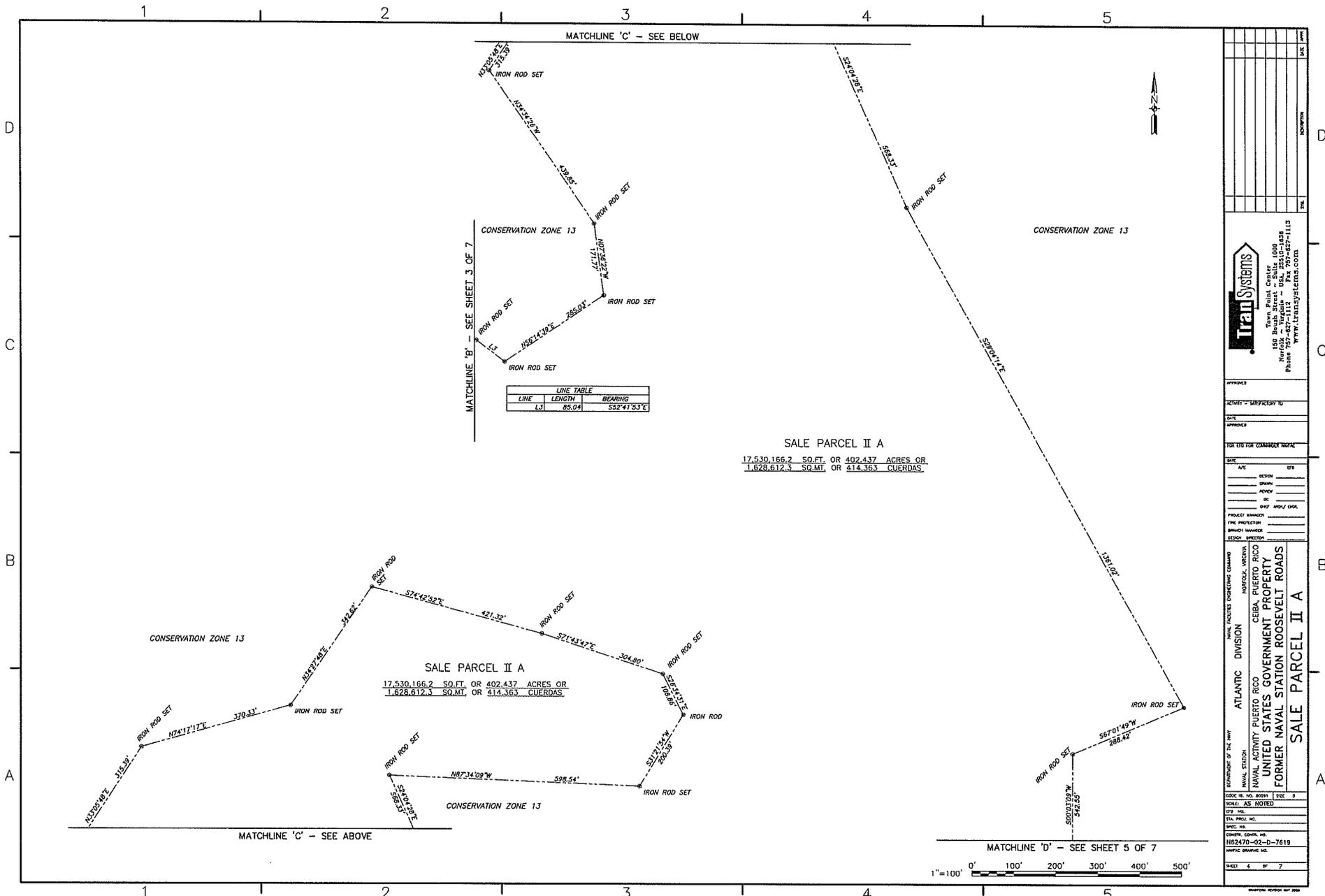
MATCHLINE 'I' - SEE SHEET 7 OF 7



MATCHLINE 'B' - SEE SHEET 4 OF 7

TRAN SYSTEMS 150 Beach Street - Suite 1000 Norfolk, Virginia - USA, 23502-4113 Phone: 757-246-1113 www.transystems.com	
APPROVAL	
DESIGN - SURVEYOR TO	
DRAWN	
CHECKED	
PROJECT MANAGER	
FIELD SUPERVISOR	
BRANCH MANAGER	
REGION DIRECTOR	
DIVISION ATLANTIC NAVAL ACTIVITY PUERTO RICO CEBIA, PUERTO RICO UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS SALE PARCEL II A	
DATE	12/14/11
SCALE	AS NOTED
PROJECT NO.	162470-02-D-7619
SHEET	3 OF 7

1 2 3 4 5



**TRAN SYSTEMS**  
 Towne Point Center  
 100 Bay Street, Suite 1001  
 Norfolk, Virginia 23510-4458  
 Phone 757-627-1112 Fax 757-627-1113  
 www.transystems.com

**APPROVALS**

**PROJECT - JURISDICTION IN**

**DATE**

**FOR USE FOR CONTRACT NOTIC**

**DATE**

**AVC** \_\_\_\_\_ **DR** \_\_\_\_\_

**DESIGN** \_\_\_\_\_

**DRAWN** \_\_\_\_\_

**ORDER** \_\_\_\_\_

**BY** \_\_\_\_\_

**CHK** \_\_\_\_\_

**DATE** \_\_\_\_\_

**PROJECT MANAGER** \_\_\_\_\_

**FIELD PROLECTOR** \_\_\_\_\_

**BRANCH MANAGER** \_\_\_\_\_

**DESIGN PROLECTOR** \_\_\_\_\_

**STATEMENT OF THE WORK**

**ATLANTIC DIVISION**

**INDIVIDUAL, VIRGINIA**

**CEIBA, PUERTO RICO**

**UNITED STATES GOVERNMENT PROPERTY**

**FORMER NAVAL STATION ROOSEVELT ROADS**

**SALE PARCEL II A**

**BOOK NO. NO. 0001** **SHEET 8**

**SCALE AS NOTED**

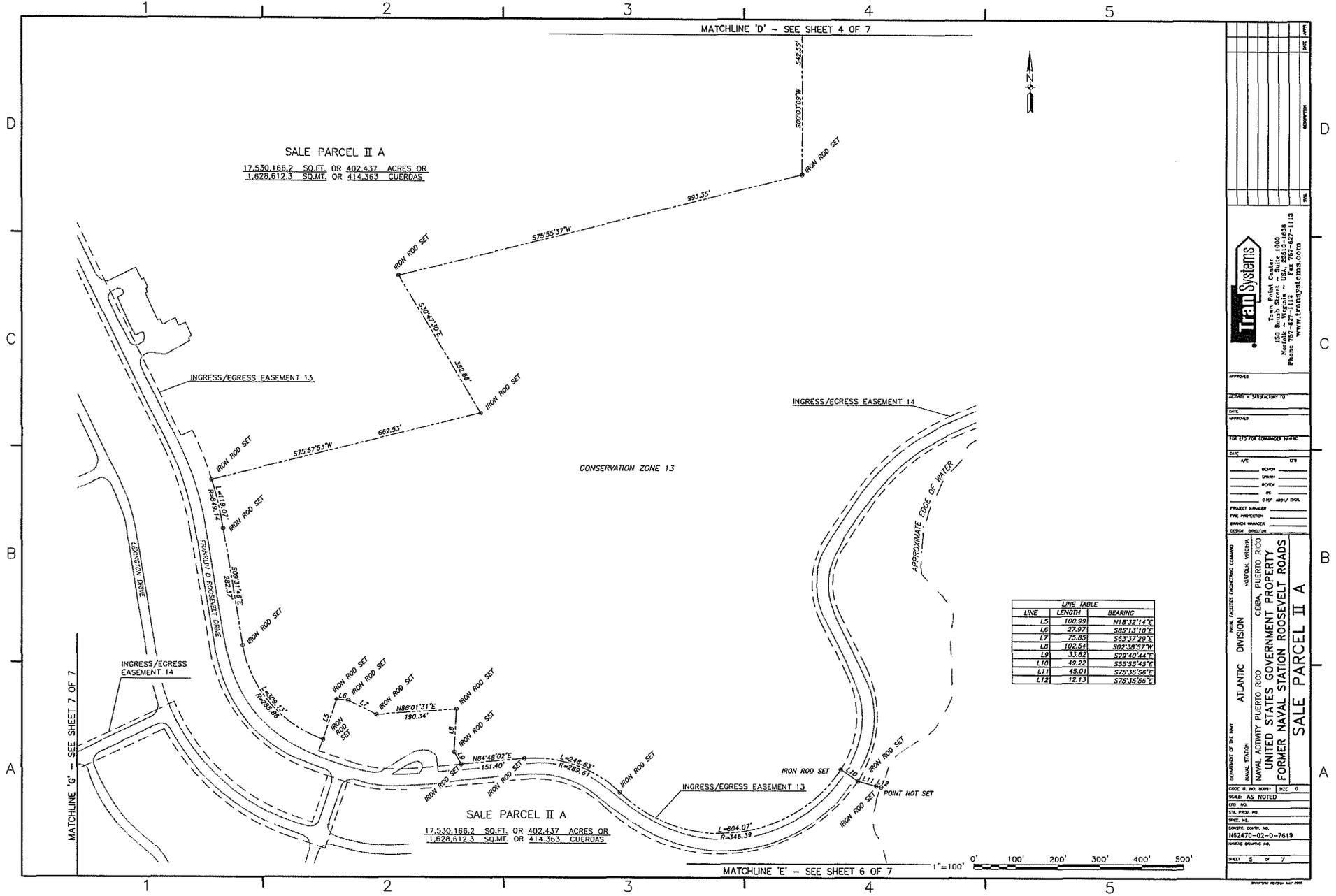
**DATE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**CONTRACT NUMBER NO.**

**182470-02-D-7619**

**SHEET 4 OF 7**



SALE PARCEL II A  
 17,530,166.2 SQ.FT. OR 402.437 ACRES OR  
 1,628,612.3 SQ.MT. OR 414.363 CUERDAS

CONSERVATION ZONE 13

LINE	LENGTH	BEARING
L5	100.99	N18°32'14"E
L6	27.97	S85°13'10"E
L7	75.85	S64°37'29"E
L8	102.54	S92°18'57"W
L9	33.82	S28°40'44"E
L10	49.22	S55°55'45"E
L11	45.01	S75°35'56"E
L12	12.13	S75°35'56"E

SALE PARCEL II A  
 17,530,166.2 SQ.FT. OR 402.437 ACRES OR  
 1,628,612.3 SQ.MT. OR 414.363 CUERDAS

**Train Systems**

150 Beach Street - 10th Floor, Suite 1000  
 Norfolk - Virginia - USA, 23510-2711  
 PHONE: 757-241-1113  
 WWW.TRAINSYSTEMS.COM

---

DATE: \_\_\_\_\_

SCALE: \_\_\_\_\_

PROJECT: \_\_\_\_\_

PROJECT MANAGER: \_\_\_\_\_

PROJECT ENGINEER: \_\_\_\_\_

PROJECT ARCHITECT: \_\_\_\_\_

PROJECT SURVEYOR: \_\_\_\_\_

PROJECT DESIGNER: \_\_\_\_\_

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**SALE PARCEL II A**

FORMER NAVAL STATION ROOSEVELT ROADS  
 UNITED STATES GOVERNMENT PROPERTY  
 GUAYAMA, PUEERTO RICO  
 ATLANTIC DIVISION  
 NAVY FACILITIES ENGINEERING COMMAND

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DATE: \_\_\_\_\_

SCALE: \_\_\_\_\_

PROJECT: \_\_\_\_\_

PROJECT MANAGER: \_\_\_\_\_

PROJECT ENGINEER: \_\_\_\_\_

PROJECT ARCHITECT: \_\_\_\_\_

PROJECT SURVEYOR: \_\_\_\_\_

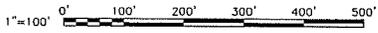
PROJECT DESIGNER: \_\_\_\_\_

MATCHLINE 'E' - SEE SHEET 5 OF 7

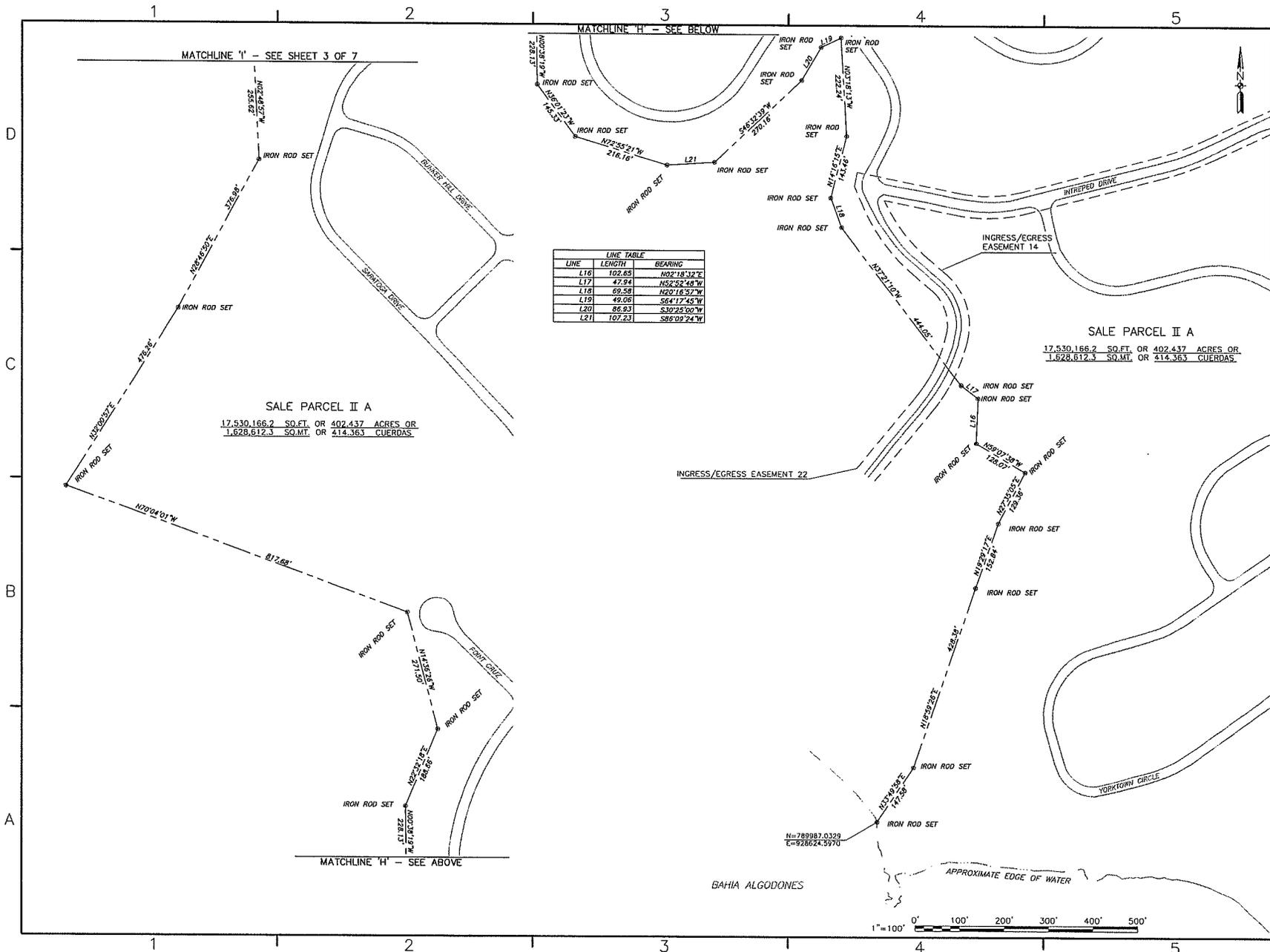
MATCHLINE 'F' - SEE SHEET 7 OF 7

SALE PARCEL II A  
 17,530,166.2 SQ. FT. OR 402.437 ACRES OR  
 1,828,612.3 SQ. MT. OR 414.363 CUERDIAS

LINE	LENGTH	BEARING
L13	41.29	N80°46'20"W
L14	73.09	S38°58'48"E
L15	43.54	N62°43'26"E



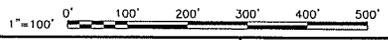
Trans Point Center 150 South Street Norfolk, VA 23510-1655 Phone 757-427-1115 Fax 757-427-1113 www.iran-systems.com	
DATE	12/01/09
BY	AK
APPROVED	
ACRITY - SATISFACTORY TO	
DATE APPROVED	
FOR USE FOR CONSTRUCTION	
DATE	
BY	
SECTION	
DRAWN	
REVIEW	
BY	
DATE	
PROJECT MANAGER	
FIELD MANAGER	
DESIGN ENGINEER	
ATLANTIC DIVISION	
NAVAL STATION	
NAVAL ACTIVITY PUERTO RICO	
NAVAL ACTIVITY PUERTO RICO	
CEIBA, PUERTO RICO	
UNITED STATES GOVERNMENT PROPERTY	
FORMER NAVAL STATION ROOSEVELT ROADS	
SALE PARCEL II A	
CODE NO. 0001	SHEET 0
DATE	AS NOTED
DRAWN BY	
CHECKED BY	
DATE	
PROJECT NO.	
DATE	
PROJECT NO.	NS2470-02-B-7619
DATE	
SHEET	6 OF 7



LINE	LENGTH	BEARING
L16	102.65	N02°18'32"E
L17	47.94	N52°32'48"W
L18	69.58	N20°16'57"W
L19	49.06	S64°17'45"W
L20	86.83	S30°25'00"W
L21	107.23	S86°09'24"W

SALE PARCEL II A  
 17,530,166.2 SQ.FT. OR 402.437 ACRES OR  
 1,628,612.3 SQ.MT. OR 414,363 CUERDAS.

SALE PARCEL II A  
 17,530,166.2 SQ.FT. OR 402.437 ACRES OR  
 1,628,612.3 SQ.MT. OR 414,363 CUERDAS.



MATCHLINE 'I' - SEE SHEET 3 OF 7

MATCHLINE 'H' - SEE BELOW

MATCHLINE 'G' - SEE SHEET 5 OF 7

MATCHLINE 'F' - SEE SHEET 6 OF 7

Iron Systems  
 160 Beach Street - Suite 1000  
 Miami Beach, FL 33139  
 Phone: 305-437-1113 Fax: 305-437-1113  
 www.ironsystems.com

APPROVER	
DESIGN - SATISFACTOR TO	
SITE APPROVER	
FOR USE FOR COMMON PRACTICE	
SITE	
DATE	DATE
DESIGN	DATE
OWNER	DATE
REVIEW	DATE
BY	DATE
APP. WORK/DRAW.	DATE
PROJECT NUMBER	
FILE NUMBER	
BRANCH NUMBER	
DESIGN SECTION	

DEPARTMENT OF THE NAVY  
 NAVAL ACTIVITY PIQUETOS, GUAYAMA  
 ATLANTIC DIVISION  
 NAVAL STATION  
 CEIBA, PUERTO RICO  
 UNITED STATES GOVERNMENT PROPERTY  
 FORMER NAVAL STATION ROOSEVELT ROADS  
**SALE PARCEL II A**

CODE NO. 0001 SIC 0  
 SCALE AS NOTED  
 DATE 01/11/11  
 SHEET NO. 7 OF 7  
 DRAWING NUMBER 162470-02-D-7819  
 DATE 01/11/11

## LEGAL DESCRIPTION FOR SALE PARCEL II A

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 SALE PARCEL II A". 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 293.69' to an iron rod set;  
Thence S59°48'07"E 125.93' to an iron rod set;  
Thence N72°32'16"E 1288.66' to an iron rod set;  
Thence N74°27'25"E 368.85' to an iron rod set;  
Thence N82°52'22"E 549.92' to an iron rod set;  
Thence S61°50'10"E 134.71' to an iron rod set;  
Thence S22°03'47"W 964.43' to an iron rod set;  
Thence S26°10'48"W 599.37' to an iron rod set;  
Thence N83°59'37"W 552.67' to an iron rod set;  
Thence S08°53'31"W 1095.55' to an iron rod set;  
Thence S31°33'42"E 191.95' to an iron rod set;  
Thence S32°08'22"E 369.47' to an iron rod set;  
Thence S55°21'55"E 113.66' to an iron rod set;  
Thence N38°20'03"E 320.99' to an iron rod set;  
Thence N84°57'17"E 52.20' to an iron rod set;  
Thence S57°57'00"E 121.21' to an iron rod set;  
Thence S52°41'53"E 85.04' to an iron rod set;  
Thence N56°14'39"E 285.03' to an iron rod set;  
Thence N07°36'22"W 171.77' to an iron rod set;  
Thence N34°34'26"W 439.85' to an iron rod set;  
Thence N33°05'48"E 315.39' to an iron rod set;  
Thence N74°17'17"E 370.33' to an iron rod set;  
Thence N34°27'48"E 342.62' to an iron rod set;  
Thence S74°42'52"E 421.32' to an iron rod set;  
Thence S71°43'47"E 304.80' to an iron rod set;  
Thence S26°34'31"E 108.86' to an iron rod set;  
Thence S31°21'54"W 200.39' to an iron rod set;  
Thence N87°34'09"W 598.54' to an iron rod set;  
Thence S24°04'28"E 568.33' to an iron rod set;  
Thence S29°04'14"E 1361.02' to an iron rod set;  
Thence S67°01'49"W 288.42' to an iron rod set;  
Thence S00°03'09"W 542.55' to an iron rod set;  
Thence S75°55'37"W 993.35' to an iron rod set;  
Thence S30°47'30"E 382.86' to an iron rod set;  
Thence S75°57'53"W 662.53' to an iron rod set;  
Thence following a curve to an iron rod set; with a long chord of 118.97', a chord bearing of S13°32'47"E,  
    Radius= 849.14'  
    Arc=119.07'  
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 N18°32'14"E 100.99' to an iron rod set;  
Thence S85°13'10"E 27.97' to an iron rod set;

Thence S63°37'29"E 75.85' to an iron rod set;  
Thence N86°01'31"E 190.34' to an iron rod set;  
Thence S02°38'57"W 102.54' to an iron rod set;  
Thence S29°40'44"E 33.82' to an iron rod set;  
Thence N84°48'02"E 151.40' 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 an iron rod set;  
Thence S75°35'56"E 45.01' to an iron rod set;  
Thence S75°35'56"E 12.13' to a point not set at the approximate edge of water of Ensenada Honda;

Thence South along the approximate edge of water of Ensenada Honda to an iron rod set having a northing of 791042.2146 and an easting of 931277.3202;

Thence N50°46'20"W 41.29' to an iron rod set;  
Thence S72°51'34"W 246.04' to an iron rod set;  
Thence S39°58'07"W 213.05' to an iron rod set;  
Thence S16°11'23"W 131.78' to an iron rod set;  
Thence S15°08'29"E 188.74' to an iron rod set;  
Thence S04°39'50"E 252.60' to an iron rod set;  
Thence S25°28'22"W 155.74' to an iron rod set;  
Thence S36°13'57"E 93.83' to an iron rod set;  
Thence S75°07'17"E 147.17' to an iron rod set;  
Thence S54°12'38"E 196.35' to an iron rod set;  
Thence S38°58'48"E 73.05' to an iron rod set;  
Thence N62°43'26"E 43.54' to an iron rod set on the approximate edge of water of Ensenada Honda;

Thence Southeast along the approximate edge of water of Ensenada Honda;

Thence West along the approximate edge of water of Ensenada Honda;

Thence Southwest along the approximate edge of water of Ensenada Honda;

Thence Northwest along the approximate edge of water of Ensenada Honda to an iron rod set having a northing of 789987.0329 and an easting of 928624.5970;

Thence N33°49'58"E 147.58' to an iron rod set;  
Thence N18°59'26"E 428.38' to an iron rod set;  
Thence N19°29'17"E 152.84' to an iron rod set;  
Thence N27°35'05"E 129.36' to an iron rod set;  
Thence N59°07'38"W 128.07' to an iron rod set;  
Thence N02°18'32"E 102.65' to an iron rod set;  
Thence N52°52'48"W 47.94' to an iron rod set;  
Thence N37°21'10"W 444.05' to an iron rod set;  
Thence N20°16'57"W 69.58' to an iron rod set;  
Thence N14°16'15"E 143.46' to an iron rod set;  
Thence N03°18'13"W 222.24' to an iron rod set;  
Thence S64°17'45"W 49.06' to an iron rod set;  
Thence S30°25'00"W 86.93' to an iron rod set;  
Thence S46°32'39"W 270.16' to an iron rod set;  
Thence S86°09'24"W 107.23' to an iron rod set;  
Thence N72°55'21"W 216.16' to an iron rod set;  
Thence N36°01'23"W 145.33' to an iron rod set;  
Thence N00°38'19"W 228.13' to an iron rod set;  
Thence N22°32'18"E 188.66' to an iron rod set;

Thence N14°36'26"W 271.50' to an iron rod set;  
Thence N70°04'01"W 817.68' to an iron rod set;  
Thence N32°00'57"E 476.26' to an iron rod set;  
Thence N28°46'50"E 376.98' to an iron rod set;  
Thence N02°48'57"W 255.62' to an iron rod set;  
Thence N35°21'48"E 166.29' to an iron rod set;  
Thence N26°49'10"E 179.97' to an iron rod set;  
Thence N70°58'06"W 132.88' to an iron rod set;  
Thence N34°06'09"W 116.68' to an iron rod set;  
Thence N03°28'14"E 162.01' to an iron rod set;  
Thence N24°25'54"E 158.18' to an iron rod set;  
Thence N68°44'45"E 156.42' to an iron rod set;  
Thence N09°21'33"W 203.14' to an iron rod set;  
Thence N44°54'44"E 185.85' to an iron rod set;  
Thence N88°04'12"E 174.03' to an iron rod set;  
Thence S71°43'46"E 46.11' to an iron rod set;  
Thence S48°12'02"E 100.29' to an iron rod set;  
Thence S34°04'11"E 219.49' to an iron rod set;  
Thence S71°39'50"E 278.41' to an iron rod set;  
Thence S38°39'51"E 182.04' to an iron rod set;  
Thence N72°03'33"E 437.50' to an iron rod set;  
Thence N47°27'11"W 627.34' to an iron rod set;  
Thence N40°53'33"W 308.83' to an iron rod set;  
Thence N09°24'38"E 492.22' to an iron rod set;  
Thence N88°42'04"E 164.09' to an iron rod set;  
Thence N06°33'51"E 232.33' to an iron rod set;  
Thence N06°35'07"W 36.56' to an iron rod set;  
Thence N45°15'31"W 29.84' to an iron rod set;  
Thence N52°30'55"W 383.91' to an iron rod set;  
Thence N39°44'38"E 324.94' to an iron rod set;  
Thence N17°59'43"E 176.84' to an iron rod set;  
Thence N75°02'51"W 675.18' to an iron rod set, the True Point of Beginning.

Said parcel containing 17,530,166.2 square feet or 402.437 acres, which equates to 1,628,612.3 square meters or 414.363 cuerdas.

Said parcel is subject to the following easements as shown on plats titled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 13" and "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 14" prepared by TranSystems Corporation and sealed by Luis Berrios Montes on XX, 2007.





## LEGAL DESCRIPTION FOR SALE PARCEL II B

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 'CASCAJO' and having a northing of 792718.7899 and an easting of 935655.9464 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS SALE PARCEL II B". Thence S00°09'52"E 191.46' to an iron rod set on the approximate edge of water of Ensenada Honda, the True Point of Beginning, having a northing of 792527.3349 and an easting of 935656.4956:

Thence S78°11'44"W 72.71' to an iron rod set;  
Thence S39°17'10"W 197.50' to an iron rod set;  
Thence S08°35'07"W 554.83' to an iron rod set;  
Thence S56°28'03"E 86.69' to an iron rod set on the approximate edge of water of Ensenada Honda having a northing of 791763.1020 and an easting of 935449.7085;  
Thence Southwest along the approximate edge of water of Vieques Passage;  
Thence West along the approximate edge of water of Vieques Passage;  
Thence North along the approximate edge of water to an iron rod set having a northing of 790646.4126 and an easting of 933016.8045  
Thence S88°04'00"E 176.63' to an iron rod set  
Thence N63°47'43"E 121.99' to an iron rod set;  
Thence N80°58'39"E 153.66' to an iron rod set;  
Thence N14°40'48"W 230.17' to an iron rod set;  
Thence N87°12'00"W 269.55' to an iron rod set;  
Thence N27°02'40"W 182.08' to an iron rod set;  
Thence N20°29'37"W 194.61' to an iron rod set;  
Thence N20°19'37"W 302.30' to an iron rod set;  
Thence following a curve to an iron rod set; with a long chord of 136.56', a chord bearing of N23°36'05"W,  
    Radius= 1195.39'  
    Arc=136.64'  
Thence N26°52'33"W 259.49' to an iron rod set;  
Thence following a curve to an iron rod set; with a long chord of 230.12', a chord bearing of N34°09' 10"W,  
    Radius= 908.39'  
    Arc=230.74'  
Thence N48°34'14"E 49.22' to an iron rod set;  
Thence N48°34'14"E 55.09' to an iron rod set;  
Thence N17°43'35"E 80.21' to an iron rod set;  
Thence N48°47'03"E 102.45' to an iron rod set;  
Thence N71°08'08"E 97.48' to an iron rod set;  
Thence N71°08'08"E 33.22' to a point not set on the approximate edge of water of Ensenada Honda having a northing of 792384.4126 and an easting of 932873.2568;  
Thence Southeast along the approximate edge of water of Ensenada Honda to an iron rod set having a northing of 791812.7113 and an easting of 933338.2827;  
Thence S45°58'22"W 97.06' to an iron rod set;  
Thence S48°49'44"W 93.85' to an iron rod set;  
Thence S58°41'06"W 138.43' to an iron rod set;  
Thence S18°28'24"E 268.60' to an iron rod set;  
Thence S74°04'45"E 425.18' to an iron rod set;  
Thence N17°26'49"E 254.40' to an iron rod set;  
Thence N56°30'28"E 110.37' to an iron rod set;  
Thence N07°44'44"E 276.03' to an iron rod set;  
Thence N36°34'58"E 234.19' to an iron rod set;  
Thence N55°30'53"E 337.29' to an iron rod set;  
Thence N68°31'23"E 538.98' to an iron rod set;  
Thence N03°56'03"E 232.44' to an iron rod set;

Thence N47°51'06"E 344.84' to an iron rod set;  
Thence N57°17'07"E 199.60' to an iron rod set;  
Thence S21°52'30"E 192.18' to an iron rod set;  
Thence S79°06'21"E 190.07' to an iron rod set;  
Thence N85°42'44"E 46.37' to an iron rod set;  
Thence N58°08'36"E 48.91' to an iron rod set on the approximate edge of water of Ensenada Honda;  
Thence East along the approximate edge of water of Ensenada Honda;  
Thence South along the approximate edge of water of Ensenada Honda to the True Point of Beginning.

Said parcel containing 4,124,358.8 square feet or 94.682 acres, which equates to 383,167.0 square meters or 97.488 cuerdas.

## **Exhibit E**

### **Tables**

**TABLE 1**  
**NAVAL ACTIVITY PUERTO RICO**  
**SALE PARCEL II FOST**  
**NON-HOUSING FACILITIES LIST**  
**PAGE 1 of 2**

Facility #	Former User	Name	Area	Unit	Yr Built
673	-	MAINTENANCE STORAGE BLDG	-	-	-
793	HSG	HOUSING OFFICE	6400	SF	1966
884	PWD	SEWAGE PUMP STATION	280	SF	1959
885	HSG	TEMP LODGING	8638	SF	1960
886	NAVY CAMPUS	NAVY CAMPUS	7918	SF	1960
888	HOSP	MEDICAL CLINICS (EIP/MDO)	10583	SF	1960
968	PWD	SEWAGE PUMPING STA(CAPEHART)	280	SF	1959
1022	-	-	-	-	-
1028	HSG	SNACK BAR BY HOUSING POOL	276	SF	-
1073	PWD	BUS SHLTR FDR DR (HSG)	140	SF	1962
1075	PWD	BUS SHLTR/CASCAJO OFFCRS HSG	190	SF	1962
1303	MWR	PLAYING FIELD BASEBALL	-	-	1961
1316	HSG	PLAYGROUND	-	-	-
1469	MWR	EM SWIM POOL/PUMP/FLTR HSE	592	SF	1960
1471	PWD	SEWAGE PUMPING STA CAPEHART	360	SF	1959
1513	PWD	SEWAGE LIFT STATION/TOILET	170	SF	1959
1577	MWR	BATHROOM-SNACK BAR EM POOL	1056	SF	1962
1581	PWD	BUS SHLTR BY COMM CTR	140	SF	1962
1583	MWR	OFFICERS SW POOL BATHOUSE	396	SF	1963
1660	HSG	YOUTH CENTER	1800	SF	-
1698	PWD	CAPEHART CARPENTRY SHOP	1600	SF	1970
1746	AFWTF	LIGHT TOWER CABRAS ISLAND	-	-	-
1755	HSG	HOUSING MAINTENANCE SHOP	4000	SF	1971
1756	HSG	HOUSING STORAGE/WHSE	8000	SF	1974
1800	MWR	TENNIS COURT	1600	SF	1974
1811	HSG	COMMUNITY CENTER	5029	SF	1977
1916	PWD	SEWAGE LIFT/ALGODONES APTS.	64	SF	1978
1917	PWD	SEWAGE LIFT/TURNKEY HSG.	64	SF	1978
1918	MWR	SOFTBALL FIELD (ALGODONES)	-	-	1971
1919	HSG	PUBLIC TOILET	-	-	-
1920	PWD	STANDBY GEN BY BLDG #1471	224	SF	1977
1923	-	TOILET NEXT TO PUMP HOUSE 1513	-	-	-
1924	PWD	SEWAGE PUMP ST	64	SF	1971
1940	PWD	SUBSTA BY FUEL TKS 56A/56B	-	-	1976
1942	MWR	REC GRNDS COMM BEACH	4256	SF	1978
2170	MWR	COMMUNITY BEACH HEADS	390	SF	1984
2200	ACSS	ACSS HIGH SCHOOL	10961	SF	1960
2203	PWD	SWGE LIFT STA BY B# 1811	-	-	1987
2221	MWR	MALE/FEM HEAD AT BALLFIELD	75	SF	1986
2223	MWR	COMM. BEACH BALLFLD B&DUGOUT	-	-	1986

**TABLE 1**

**NAVAL ACTIVITY PUERTO RICO  
SALE PARCEL II FOST  
NON-HOUSING FACILITIES LIST  
PAGE 2 of 2**

<b>Facility #</b>	<b>Former User</b>	<b>Name</b>	<b>Area</b>	<b>Unit</b>	<b>Yr Built</b>
2237	MWR	CONCESS STGECOM BCH BALLFL	144	SF	1986
2251	MWR	ADDTNL STGE B1811	336	SF	1987
2295	ACSS	ACSS HIGH SCHOOL GYM	-	-	1960
2305	MWR	YOUTH CENTER	7611	SF	1990
2378	MWR	SWIM POOL FILTER HOSE	144	SF	1978
2382	PWD	SWGE PUMP STATION	450	SF	1995

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

ACSS Antilles Consolidated School System  
AFWTF Atlantic Fleet Weapons Training Facility  
HOSP Hospital  
HSG Housing  
MWR Morale, Welfare and Recreation  
PWD Public Works Department

**TABLE 2**

**NAVAL ACTIVITY PUERTO RICO  
SALE II PARCEL FOST  
AST AND UST LIST**

<b>Number</b>	<b>Type</b>	<b>Location or User</b>	<b>Capacity</b>	<b>Material Stored</b>	<b>Year Installed</b>	<b>Year Removed</b>
1920	AST (Vaulted)	PWD	500	Diesel	-	Active
1972	AST (Vaulted)	PWD	250	Diesel	-	Active
2406	AST (Vaulted)	PWD	550	Diesel	-	Active
1513	Former UST	1513/PWD	280	Diesel	-	1996

- Information not available or unknown

**TABLE 3**

**NAVAL ACTIVITY PUERTO RICO  
SALE PARCEL II FOST  
NON-HOUSING ASBESTOS-CONTAINING MATERIAL INSPECTION RESULTS**

Facility #	Name	ACM Identified	Comments
673	MAINTENANCE STORAGE BLDG	NI	
793	HOUSING OFFICE	Y	No FAD ACM
884	SEWAGE PUMP STATION	N	
885	TEMP LODGING	Y	No FAD ACM
886	NAVY CAMPUS	N	
888	MEDICAL CLINICS (EIP/MDO)	Y	No FAD ACM
968	SEWAGE PUMPING STA(CAPEHART)	Y	No FAD ACM
1022	-	NI	
1028	SNACK BAR BY HOUSING POOL	NI	
1073	BUS SHLTR FDR DR (HSG)	N	
1075	BUS SHLTR/CASCAJO OFFCRS HSG	N	
1303	PLAYING FIELD BASEBALL	NI	
1316	PLAYGROUND	NI	
1469	EM SWIM POOL/PUMP/FLTR HSE	NI	
1471	SEWAGE PUMPING STA CAPEHART	N	
1513	SEWAGE LIFT STATION/TOILET	NI	
1577	BATHROOM-SNACK BAR EM POOL	N	
1581	BUS SHLTR BY COMM CTR	N	
1583	OFFICERS SW POOL BATHOUSE	N	
1660	YOUTH CENTER	NI	
1698	CAPEHART CARPENTRY SHOP	N	
1746	LIGHT TOWER CABRAS ISLAND	NI	
1755	HOUSING MAINTENANCE SHOP	Y	No FAD ACM
1756	HOUSING STORAGE/WHSE	N	
1800	TENNIS COURT	NI	
1811	COMMUNITY CENTER	Y	No FAD ACM
1916	SEWAGE LIFT/ALGODONES APTS.	N	
1917	SEWAGE LIFT/TURNKEY HSG.	N	
1918	SOFTBALL FIELD (ALGODONES)	NI	
1919	PUBLIC TOILET	NI	
1920	STANDBY GEN BY BLDG #1471	N	
1923	TOILET NEXT TO PUMP HOUSE 1513	NI	
1924	SEWAGE PUMP ST	N	
1940	SUBSTA BY FUEL TKS 56A/56B	NI	
1942	REC GRNDS COMM BEACH	NI	
2170	COMMUNITY BEACH HEADS	N	
2200	ACSS HIGH SCHOOL	NI	
2203	SWGE LIFT STA BY B# 1811	NI	
2221	MALE/FEM HEAD AT BALLFIELD	N	
2223	COMM. BEACH BALLFLD B&DUGOUT	NI	
2237	CONCESS STGECOM BCH BALLFL	N	
2251	ADDTNL STGE B1811	N	
2295	ACSS HIGH SCHOOL GYM	NI	
2305	YOUTH CENTER	N	
2378	SWIM POOL FILTER HOSE	NI	
2382	SWGE PUMP STATION	N	

**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 (Baker, June 2005)

**Exhibit F**  
**CERFA Concurrence**

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

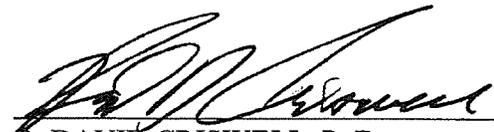
Accordingly, this CERFA Uncontaminated Property Report reflects final site categorizations that may differ from those presented in the Final ECP report.

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

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

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

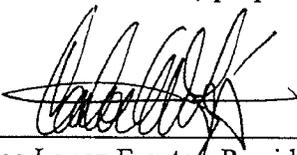
**Submitted**

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

4/27/06  
Date

**Concurrence**

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

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

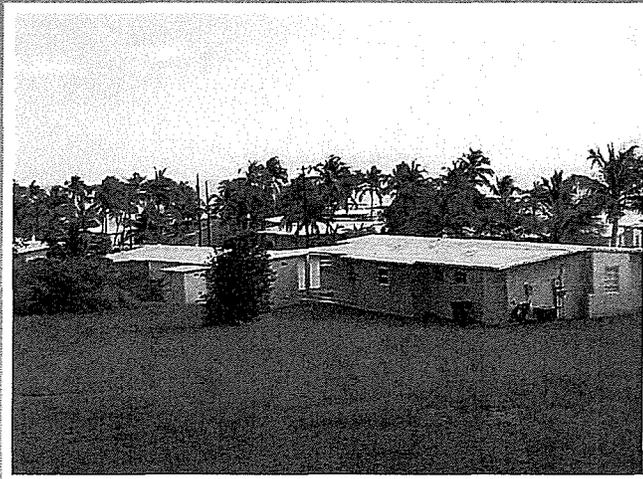
8/11/06  
Date

**Exhibit G**

**Asbestos Inspection Reports  
and  
Lead-Based Paint Inspection/Risk Assessment Report**

Final  
**Asbestos Inspection Report**  
for  
Military Family Housing  
Naval Activity Puerto Rico  
Ceiba, Puerto Rico

Contract N62472-01-D-1440 • Project Number 15 • June 2005



Prepared by  
**Michael Baker Jr., Inc.**

**Baker**

**ChallengeUs.**

Under Contract with  
**Department of the Navy**  
**Naval Facilities Engineering Command**  
Engineering Field Activity, Northeast



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### Following Text

Table 1	Summary of Homogeneous Materials (for each housing community)
Table 2	Summary of Identified ACM (for each housing community)

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Appendix A	Training Certificates and Certificates of Accreditation
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## **EXECUTIVE SUMMARY**

The US Navy Engineering Field Activity Northeast (EFANE) contracted Baker to perform an asbestos-containing material (ACM) inspection of military family housing at Naval Activity Puerto Rico (NAPR), located near Ceiba, Puerto Rico. The work was performed so that the federal government can transfer the properties. The Navy is considered the owner of all properties referenced in this report. The work was performed in accordance with the Scope of Work: Lead-Based Paint Inspection and Risk Assessment, and Asbestos Survey for Residential Property Transfer, dated September 9, 2004, under Contract Number N62472-01-D-1440. Field work for the project was performed from January 5, 2005 to February 11, 2005.

NAPR housing was reportedly constructed between 1960 and 1975 and contains 962 two, three, and four-bedroom apartment style, duplex, and single-family housing units. NAPR housing consists of eight communities: Algodones, Caribe Breeze, Cascajo Point, Coast Guard, FDR Drive, Manatee Bay, Mangrove Manor, and Rainbow Hill. Twenty-seven of the housing units in Manatee Bay are of original construction, while the remaining 935 units were renovated to varying degrees beginning in 1989. The square footage of the units ranges from 1023 to 2105 square feet. The concrete-framed buildings have concrete or ceramic exterior finishes. Interior walls are painted gypsum board and concrete. The units are generally in good condition.

Table A below summarizes the renovation history for the communities, as provided by the housing office manager.

Table A. Renovation History for NAPR Housing				
Address of Units Inspected	Style of Housing	Date of Const.	Date(s) of Renov.	Description of Renovation
Algodones				
889C, 889E, 889F, 889G, 889H, 891A, 891D, 893B, 893C, 895A, 895B, 895C, 897A, 897B, 897D, 897F, 897G, 897H, and 899B	Two, Three, and Four Bedroom Apartment-Style Units	1960	1991	<ul style="list-style-type: none"> <li>• Installation of carpeting</li> <li>• Remodel bathrooms and kitchens</li> <li>• Replace doors and windows</li> </ul>
Caribe Breeze				
1A, 2C, 5B, 6B, 10D, 11A, 15A, 16B, 17C, 20A, 20B, 21B, 25C, 25A, 28A, 31B, 34B, 35A, 37A, 38B, 39C, 43B, and 47A American Circle 92A Saratoga Road 1B and 4B Point Cruz	Two, Three, and Four Bedroom Duplex Units	1974	2001 - 2003	<ul style="list-style-type: none"> <li>• Remove LBP and ACM</li> <li>• Repaint all walls inside and outside</li> <li>• Replace vinyl floor tile with ceramic tile</li> <li>• Replace A/C ductwork and central A/C units</li> <li>• Upgrade electrical systems</li> <li>• Replace entrance doors</li> <li>• Reconfigure outside storage areas and A/C mechanical rooms</li> <li>• Replace kitchen cabinets</li> <li>• Replace bathroom fixtures and tiles</li> <li>• Reconfigure master bedrooms and bathroom</li> <li>• Replace windows</li> <li>• Install ceiling fans</li> </ul> Replace carpeting in upstairs of 2-bedroom units
Cascajo Point				
6, 11, 16, 21, 24, 30, and 31 FDR Drive 6 Bataan Drive 5 and 14 San Jacinto Road 4, 7, and 13 Cowrens Drive 4, 5, 13, 14, 19, 26, 29, 30, and 43 Monterey Road 2, 5, 12, and 14 Cabot Lake	Two, Three and Four Bedroom Single Family Houses	1960	1998 - 2001	<ul style="list-style-type: none"> <li>• Remove LBP and ACM</li> <li>• Construct screened-in porches</li> <li>• Repaint all walls inside and outside</li> <li>• Replace vinyl floor tile with ceramic tile</li> <li>• Replace A/C ductwork and central A/C units</li> <li>• Upgrade electrical systems</li> <li>• Replace kitchen cabinets</li> <li>• Remodel laundry areas</li> <li>• Replace bathroom fixtures and tiles</li> <li>• Reconfigure master bedrooms and bathroom</li> <li>• Install ceiling fans</li> </ul>
Coast Guard				
1675, 1676, 1677, 1678, 1679, and 1680 Intrepid Street	Three and Four Bedroom Single Family Houses	1960	1989 - 1992	<ul style="list-style-type: none"> <li>• Replace floors tiles</li> <li>• Replace kitchen cabinets</li> <li>• Install central A/C</li> <li>• Replace aluminum jealously windows with French type glass louvered windows</li> </ul>

Table A. Renovation History for NAPR Housing				
Address of Units Inspected	Style of Housing	Date of Const.	Date(s) of Renov.	Description of Renovation
FDR Drive				
1, 3, and 5 FDR Drive	Three Bedroom Single Family Houses	1960	1999 - 2000	<ul style="list-style-type: none"> <li>• Remove LBP and ACM</li> <li>• Replace carpeting</li> <li>• Repaint all walls inside and outside</li> <li>• Replace A/C ductwork</li> <li>• Reconfigure mechanical room</li> <li>• Upgrade electrical systems</li> <li>• Replace kitchen floors and cabinets</li> <li>• Remodel bathrooms including replace bathroom fixtures ( not 1 FDR)</li> <li>• Install ceiling fans</li> </ul>
Manatee Bay				
6 and 7 Intrepid Street 8, 11, 20, 36, 38, 49, 52, and 60 Ranger Road 2 and 20 Hancock Circle 4 and 15 Coral Sea Drive 3 and 18 Franklin Drive 8, 19, and 26 Hornet Road 3, 11, 21, 32, and 35 Yorktown Circle 67, 74, and 81 Lexington Drive	Two, Three and Four Bedroom Single Family Houses	1960	2001 - 2003	<ul style="list-style-type: none"> <li>• Remove LBP and ACM</li> <li>• Construct screened-in porches</li> <li>• Repaint all walls inside and outside</li> <li>• Replace vinyl floor tile with ceramic tile</li> <li>• Replace A/C ductwork and central A/C units</li> <li>• Upgrade electrical systems</li> <li>• Reconfigure kitchens and replace kitchen cabinets</li> <li>• Remodel laundry areas</li> <li>• Replace bathroom fixtures and tiles</li> <li>• Reconfigure master bedrooms and bathroom</li> <li>• Install ceiling fans</li> </ul>
Mangrove Manor				
11, 12, 19, 20, 31, 38, 50, 68, and 82 Saratoga Road 2, 11, and 17 Essex Drive 6 Ticonderoga Street 18, 25, 34, 41, and 54 Enterprise Drive 9, 26, 33, 46, and 47 Lexington Drive 6, 15, and 32 Wasp Circle 7 Bunker Hill Road	Two, Three and Four Bedroom Single Family Houses	1960	1989 - 1992	<ul style="list-style-type: none"> <li>• Same as Coast Guard</li> </ul>
Rainbow Hill				
2A, 4A, 4B, 5B, 7A, 8A, 10C, 13B, 14B, 15B, 16A, 18A, 19C, 20B, 22B, 23A, 24A, 27A, 28B, 29B, 32A, 33B, 34A, and 36A Nimitz Drive	Two, Three, and Four Bedroom Duplex and Apartment-Style Units	1975	1998 - 2001	<ul style="list-style-type: none"> <li>• Same as Caribe Breeze</li> </ul>

Base Realignment and Closure (BRAC) policy considers ACM to be a hazard when it meets all three of the following conditions: friable, accessible, and damaged. ACM hazards were not identified in the housing units that were inspected. Per the Scope of Work, Baker did not conduct walk-through inspections of all units of NAPR housing to identify ACMs and ACM hazards. Therefore, additional ACMs and ACM hazards may be present in NAPR housing. Table B below summarizes the ACMs that were identified at each housing community. No ACMs were identified at Rainbow Hill.

<b>Table B. ACMs Identified at NAPR Housing</b>		
<b>Material</b>	<b>Location</b>	<b>Approximate Percent of Units with ACMs*</b>
<b>Algodones</b>		
Vinyl Floor Tile, 9" x 9" tan with brown streaks	LR/ DR, Hall 1, BR1, BR2, and BR3	47%
Floor Adhesive, under 9" x 9" tan with brown streaks vinyl floor tile	LR/ DR, Hall 1, BR1, BR2, and BR3	47%
Vinyl Floor Tile, 9" x 9" gray with black streaks	BR1 and BR2	42%
Floor Adhesive, under 9" x 9" gray with black streaks vinyl floor tile	BR1 and BR2	42%
<b>Caribe Breeze</b>		
Tan/Black Floor Adhesive, under 1' x 1' tan mottled vinyl floor tile	BR1, BR2, BR3, BR4, ST2, ST3, Hall 1, Hall 2, Stair, Laundry, Kitchen, LR/DR	43%
Yellow/Black Floor Adhesive, under 1' x 1' gray mottled vinyl floor tile	BR1, BR2, BR3, BR4, ST2, ST3, Hall 1, Hall 2, Stair, Laundry, Kitchen, LR/DR	57%
<b>Cascajo Point</b>		
Yellow/Black Floor Adhesive, under 1' x 1' tan mottled vinyl floor tile	BR1, BR2, BR3, BR4, LR, DR, LR-P, Hall, Laundry, and Kitchen	100%
<b>Coast Guard</b>		
Black Floor Adhesive, under 1' x 1' brown with white and red streaks vinyl floor tile	LR, DR, Kitchen, Hall, BR1, BR2, BR3, and BR4	66%
<b>FDR Drive</b>		
Floor Adhesive, under 1' x 1' brown with red streaks vinyl floor tile	LR/DR	33%
Vinyl Floor Tile, 9" x 9" gray with white streaks	BR1, BR2, BR3, Hall, and LR/DR	66%
Floor Adhesive, under 9" x 9" gray with white streaks vinyl floor tile	BR1, BR2, BR3, Hall, and LR/DR	66%
Floor Adhesive, under 1' x 1' tan mottled vinyl floor tile	BR1, BR2, BR3, and Hall	33%
Vinyl Floor Tile, 1' x 1' brown with tan streaks	LR/DR	33%
<b>Manatee Bay</b>		
Vinyl Floor Tile, 1' x 1' yellow mottled	LR, DR, Kitchen, Hall, BR1, BR2, and BR3	3%
Black Floor Adhesive, under 1' x 1' yellow mottled and 1' x 1' brown with orange and white stripes vinyl floor tiles	LR, DR, Kitchen, Hall, BR1, BR2, and BR3	7%
<b>Mangrove Manor</b>		
Vinyl Floor Tile, 1' x 1' brown mottled	LR, DR, Kitchen, Hall, BR1, BR2, BR3, and BR4	33%
Black Floor Adhesive, under 1' x 1' brown mottled, 1' x 1' white with brown streaks, 1' x 1' light brown mottled, 1' x 1' brown with light brown streaks, 1' x 1' brown with white streaks, 1' x 1' white with gray specks, and 1' x 1' white with black streaks vinyl floor tiles	LR, DR, Kitchen, Hall, BR1, BR2, BR3, and BR4	88%
Vinyl Floor Tile, 1' x 1' brown with light brown streaks	LR, DR, Kitchen, Hall, BR1, BR2, BR3, and BR4	4%
Vinyl Floor Tile, 1' x 1' white with black streaks	LR, DR, Kitchen, Hall, BR1, BR2, BR3, and BR4	7%
Vinyl Floor Tile, 1' x 1' tan mottled	LR, DR, Kitchen, Hall, BR1, BR2, BR3, and BR4	7%
Black Floor Adhesive, under 1' x 1' tan mottled and 1' x 1' white mottled vinyl floor tiles	LR, DR, Kitchen, Hall, BR1, BR2, BR3, and BR4	11%
Vinyl Floor Tile, 1' x 1' white mottled	LR, DR, Kitchen, Hall, BR1, BR2, BR3, and BR4	4%
Sink Coating, black	Kitchen	96%

\*For NAPR Housing, percentages are based on a representative number of units inspected for ACM; not all units in NAPR Housing were inspected. A complete ACM inspection of all NAPR Housing units is recommended to verify actual quantities and conditions.

If renovation or demolition of housing units is scheduled, a more comprehensive ACM inspection should be conducted to attempt to identify hidden ACM (e.g., behind walls, above ceilings, etc.) that would not have been identified during this non-destructive, baseline study. Also, prior to renovation or demolition, ACM removal and disposal activities must be completed in accordance with EPA, Puerto Rico OSHA, Puerto Rico EQB, and other applicable federal and local regulations.

## **1.0 INTRODUCTION**

The US Navy Engineering Field Activity Northeast (EFANE) contracted Baker to perform an asbestos-containing material (ACM) inspection of military family housing at Naval Activity Puerto Rico (NAPR), located near Cieba, Puerto Rico. The work was performed so that the federal government can transfer the properties. The Navy is considered the owner of all properties referenced in this report. The work was performed in accordance with the Scope of Work: Lead-Based Paint Inspection and Risk Assessment, and Asbestos Survey for Residential Property Transfer, dated September 9, 2004, under Contract Number N62472-01-D-1440. Field work for the project was performed from January 5, 2005 to February 11, 2005.

The body of the report is followed by the following appendices that contain supporting data:

- Appendix A contains copies of training certificates for the Baker and Environmental Development and Sustainability, Inc. (EDS) Baker subcontractor) staff who conducted the investigation and the certificates of accreditation for the laboratories that conducted sample analysis.
- Appendix B contains an NAPR map that shows the location of each of the housing communities and a floor plan for each type of housing unit that was inspected.
- Appendix C contains analytical laboratory reports for bulk material samples.
- Appendix D contains photographs pertinent to the ACM inspection. These photographs are also included on a CD that accompanies this report.

While preparing this report, Baker consulted the following regulations, guidance documents and policies:

- 29 CFR 1926.1101 - OSHA Asbestos Construction Standard
- 40 CFR 763 - Asbestos Hazard Emergency Response Act (AHERA) and Asbestos School Hazard Reauthorization Act (ASHARA) as Amended
- 40 CFR 61, Subpart M – National Emissions Standards for Hazardous Air Pollutants (NESHAPS)

- Puerto Rico Environmental Quality Board Regulation for the Control of Atmospheric Pollution, Rules 102, 422, and 501
- 41 CFR 101-47 – General Services Administration Federal Property Management Regulations: Utilization and Disposal of Real Property
- 15 United States Code 2680, 2681 and 2688 -Toxic Substances Control Act
- Department of Defense (DoD) Base Realignment and Closure Act (BRAC) Policy on Asbestos, Lead Paint and Radon Policies at BRAC Properties (October 31, 1994)
- EPA 560/5-85-030a – *Asbestos in Buildings: Simplified Sampling Scheme for Friable Surfacing Materials*

**1.1 Housing Community Overview**

NAPR housing was reportedly constructed between 1960 and 1975 and contains 962 two, three, and four-bedroom apartment style, duplex, and single-family units. NAPR housing consists of eight communities: Algodones, Caribe Breeze, Cascajo Point, Coast Guard, FDR Drive, Manatee Bay, Mangrove Manor, and Rainbow Hill. Twenty-seven of the housing units in Manatee Bay are of original construction, while the remaining 935 units were renovated beginning in 1989. The square footage of the units ranges from 1023 to 2105 square feet. The concrete-framed buildings have concrete or ceramic exterior finishes. Interior walls are painted gypsum board and concrete. The units are generally in good condition.

Table C below summarizes the renovation history for the communities, as provided by the housing office manager.

<b>Table C. Renovation History for NAPR Housing</b>				
<b>Address of Units Inspected</b>	<b>Style of Housing</b>	<b>Date of Const.</b>	<b>Date(s) of Renov.</b>	<b>Description of Renovation</b>
Algodones				
889C, 889E, 889F, 889G, 889H, 891A, 891D, 893B, 893C, 895A, 895B, 895C, 897A, 897B, 897D, 897F, 897G, 897H, and 899B	Two, Three, and Four Bedroom Apartment-Style Units	1960	1991	<ul style="list-style-type: none"> <li>• Installation of carpeting</li> <li>• Remodel bathrooms and kitchens</li> <li>• Replace doors and windows</li> </ul>

<b>Table C. Renovation History for NAPR Housing</b>				
<b>Address of Units Inspected</b>	<b>Style of Housing</b>	<b>Date of Const.</b>	<b>Date(s) of Renov.</b>	<b>Description of Renovation</b>
<b>Caribe Breeze</b>				
1A, 2C, 5B, 6B, 10D, 11A, 15A, 16B, 17C, 20A, 20B, 21B, 25C, 25A, 28A, 31B, 34B, 35A, 37A, 38B, 39C, 43B, and 47A American Circle 92A Saratoga Road 1B and 4B Point Cruz	Two, Three, and Four Bedroom Duplex Units	1974	2001 - 2003	<ul style="list-style-type: none"> <li>● Remove LBP and ACM</li> <li>● Repaint all walls inside and outside</li> <li>● Replace vinyl floor tile with ceramic tile</li> <li>● Replace A/C ductwork and central A/C units</li> <li>● Upgrade electrical systems</li> <li>● Replace entrance doors</li> <li>● Reconfigure outside storage areas and A/C mechanical rooms</li> <li>● Replace kitchen cabinets</li> <li>● Replace bathroom fixtures and tiles</li> <li>● Reconfigure master bedrooms and bathroom</li> <li>● Replace windows</li> <li>● Install ceiling fans</li> </ul> Replace carpeting in upstairs of 2-bedroom units
<b>Cascajo Point</b>				
6, 11, 16, 21, 24, 30, and 31 FDR Drive 6 Bataan Drive 5 and 14 San Jacinto Road 4, 7, and 13 Cowrens Drive 4, 5, 13, 14, 19, 26, 29, 30, and 43 Monterey Road 2, 5, 12, and 14 Cabot Lake	Two, Three and Four Bedroom Single Family Houses	1960	1998 - 2001	<ul style="list-style-type: none"> <li>● Remove LBP and ACM</li> <li>● Construct screened-in porches</li> <li>● Repaint all walls inside and outside</li> <li>● Replace vinyl floor tile with ceramic tile</li> <li>● Replace A/C ductwork and central A/C units</li> <li>● Upgrade electrical systems</li> <li>● Replace kitchen cabinets</li> <li>● Remodel laundry areas</li> <li>● Replace bathroom fixtures and tiles</li> <li>● Reconfigure master bedrooms and bathroom</li> <li>● Install ceiling fans</li> </ul>
<b>Coast Guard</b>				
1675, 1676, 1677, 1678, 1679, and 1680 Intrepid Street	Three and Four Bedroom Single Family Houses	1960	1989 - 1992	<ul style="list-style-type: none"> <li>● Replace floors tiles</li> <li>● Replace kitchen cabinets</li> <li>● Install central A/C</li> <li>● Replace aluminum jealousy windows with French type glass louvered windows</li> </ul>
<b>FDR Drive</b>				
1, 3, and 5 FDR Drive	Three Bedroom Single Family Houses	1960	1999 - 2000	<ul style="list-style-type: none"> <li>● Remove LBP and ACM</li> <li>● Replace carpeting</li> <li>● Repaint all walls inside and outside</li> <li>● Replace A/C ductwork</li> <li>● Reconfigure mechanical room</li> <li>● Upgrade electrical systems</li> <li>● Replace kitchen floors and cabinets</li> <li>● Remodel bathrooms including replace bathroom fixtures ( not 1 FDR)</li> <li>● Install ceiling fans</li> </ul>

<b>Table C. Renovation History for NAPR Housing</b>				
<b>Address of Units Inspected</b>	<b>Style of Housing</b>	<b>Date of Const.</b>	<b>Date(s) of Renov.</b>	<b>Description of Renovation</b>
<b>Manatee Bay</b>				
6 and 7 Intrepid Street 8, 11, 20, 36, 38, 49, 52, and 60 Ranger Road 2 and 20 Hancock Circle 4 and 15 Coral Sea Drive 3 and 18 Franklin Drive 8, 19, and 26 Hornet Road 3, 11, 21, 32, and 35 Yorktown Circle 67, 74, and 81 Lexington Drive	Two, Three and Four Bedroom Single Family Houses	1960	2001 - 2003	<ul style="list-style-type: none"> <li>● Remove LBP and ACM</li> <li>● Construct screened-in porches</li> <li>● Repaint all walls inside and outside</li> <li>● Replace vinyl floor tile with ceramic tile</li> <li>● Replace A/C ductwork and central A/C units</li> <li>● Upgrade electrical systems</li> <li>● Reconfigure kitchens and replace kitchen cabinets</li> <li>● Remodel laundry areas</li> <li>● Replace bathroom fixtures and tiles</li> <li>● Reconfigure master bedrooms and bathroom</li> <li>● Install ceiling fans</li> </ul>
<b>Mangrove Manor</b>				
11, 12, 19, 20, 31, 38, 50, 68, and 82 Saratoga Road 2, 11, and 17 Essex Drive 6 Ticonderoga Street 18, 25, 34, 41, and 54 Enterprise Drive 9, 26, 33, 46, and 47 Lexington Drive 6, 15, and 32 Wasp Circle 7 Bunker Hill Road	Two, Three and Four Bedroom Single Family Houses	1960	1989 - 1992	<ul style="list-style-type: none"> <li>● Same as Coast Guard</li> </ul>
<b>Rainbow Hill</b>				
2A, 4A, 4B, 5B, 7A, 8A, 10C, 13B, 14B, 15B, 16A, 18A, 19C, 20B, 22B, 23A, 24A, 27A, 28B, 29B, 32A, 33B, 34A, and 36A Nimitz Drive	Two, Three, and Four Bedroom Duplex and Apartment-Style Units	1975	1998 - 2001	<ul style="list-style-type: none"> <li>● Same as Caribe Breeze</li> </ul>

Floor plans of each type of housing unit are included in Appendix B, and exterior photographs are presented in Appendix D.

## **2.0 ASBESTOS-CONTAINING MATERIAL INSPECTION**

### **2.1 Regulatory Background**

In the 1970s and 1980s, the EPA banned the use of asbestos-containing spray-on materials, molded and wet applied asbestos, asbestos-containing thermal system insulation, and asbestos in acoustical or decorative applications. As of 1989, the EPA planned to ban the use of asbestos in other products. The ban was originally designed to be put into place in three phases; however, in 1991 the EPA ban was repealed. Because of the repeal, only the first stage of the ban was implemented. Products included in the first phase of the ban were felt products and asbestos cement products.

Several federal regulations pertain to managing ACMs. AHERA, 40 CFR 763 Subpart E, is perhaps the most well known asbestos regulation. The EPA developed AHERA to protect children in the United States from deteriorating ACMs in school buildings. AHERA was enacted in 1986 and required school systems to identify ACMs in all of their school buildings. AHERA also required school systems to develop management plans for the ACMs identified in schools and established reporting and record keeping requirements for educational authorities. Although AHERA is applicable only to schools, many of the accreditation requirements and sampling methodologies established by

the act have been incorporated into the asbestos inspection industry's procedures. ASHARA requires individuals working in public or commercial buildings to be AHERA accredited if they are performing ACM abatement projects, supervising ACM abatement projects, designing ACM abatement projects, or inspecting building for ACMs. The EPA NESHAPS requires inspections for ACM prior to renovation or demolition of structures, except for residential buildings with four or fewer dwelling units. NESHAPS contains work practice and disposal requirements for regulated ACM, which is defined as ACM that is friable or that is likely to become friable during renovation or demolition activities. The definition of a friable material is one that can be crushed, pulverized, or reduced to powder under hand pressure when dry. The definition of a non-friable material is one that cannot be crushed, pulverized, or reduced to powder under hand pressure when dry.

The Puerto Rico Environmental Quality Board (EQB) regulates ACM inspection, management, removal, and disposal activities. The majority of the regulations are found in the EQB's Regulation for the Control of Atmospheric Pollution Rules 102, 422, and 501. The rules require permits, notifications, training, and work plan submissions to EQB, among other items.

OSHA developed the Occupational Exposure to Asbestos regulation to help protect workers from asbestos hazards. The regulation defined Class I through IV asbestos work, established asbestos exposure limits, and implemented asbestos worker protection requirements. Unlike the EPA's regulations, the OSHA regulation was specifically written to protect workers rather than the public. The Puerto Rico Occupational Safety and Health Administration has adopted the federal standard.

Baker reviewed the Federal Property Management Regulations 41 CFR 101-47.304-13 and BRAC policy to identify regulations and guidelines for transferring properties with ACMs. Based on the review of the information, the Navy is required to disclose all knowledge of ACMs at NAPR Housing to any bidders or transferees. This report should be given to parties interested in NAPR Housing and will serve as the disclosure vehicle. As stated in the Federal Property Management Regulations, any bidders on NAPR Housing should be provided with a "Notice of the Presence of Asbestos—Warning!". The notice can be found in 41 CFR 101-47.304-13.

## **2.2 Methodology**

Baker was unable to obtain any previous ACM reports for the housing communities. It is not known if previous ACM surveys were conducted.

Baker conducted the asbestos inspection in accordance with AHERA, ASHARA and OSHA asbestos regulations. AHERA-accredited asbestos inspectors identified building materials that could contain asbestos. Building materials were then grouped into homogeneous materials. Homogeneous materials are defined as building materials similar in appearance and texture. The asbestos inspectors then collected representative bulk material samples from each homogeneous material in general accordance with AHERA guidelines. Insulation materials that appeared to be composed of fiberglass were not considered potential (i.e., suspect) ACM. For each homogeneous material, the material description, location(s), approximate quantity, friability, condition, accessibility, and potential for damage were recorded.

In accordance with the Scope of Work, the number of samples for each homogeneous material was based on the quantity of homogeneous material present throughout the inspected housing units, as follows:

- $\leq$  1000 square feet – 3 samples
- $\leq$  5000 square feet – 5 samples
- $>$  5000 square feet – 7 samples

Sample results from a homogeneous material represent the asbestos content for the homogeneous material throughout each particular housing community, regardless of the sample locations.

As per the scope of work, Baker sampled wallboard and associated joint compound as a composite material. The results are reported for individual layers as well as for the composite material.

Bulk building material samples were sent to Schneider Labs for analysis using polarized light microscopy with dispersion staining. Schneider Labs is accredited for asbestos analysis through the National Voluntary Laboratory Accreditation Program (NVLAP). Homogeneous materials were analyzed until a positive identification of asbestos was made or until all samples of the material were determined to contain less than or equal to 1 percent asbestos. Samples found to contain detectable, but less than 1 percent asbestos, were further analyzed by point count methodology to more accurately define their asbestos content. Quality Control (QC) samples, one per 10 bulk samples, were collected in accordance with the Scope of Work and were analyzed by RJ Lee Group, Inc., another NVLAP accredited laboratory. QC sample results were generally consistent with bulk sample results. However, where conflicting lab results were indicated (i.e., one lab found the material to contain greater than 1 percent asbestos and the other did not), the material was considered to be ACM. Laboratory reports are included in Appendix C. Inspector and laboratory certifications are included in Appendix A.

### **2.3 Selecting Units for Inspections**

Per the Scope of Work, ACM inspections were performed in 19 of 32 Algodones housing units, 26 of 136 Caribe Breeze housing units, 26 of 139 Cascajo Point housing units, all six Coast Guard housing units, all three FDR Drive housing units, 26 of 262 Manatee Bay housing units, 27 of 275 Mangrove Manor housing units, and 24 of 88 Rainbow Hill housing units. NAPR Housing units selected for ACM inspection were chosen randomly. Units selected for ACM inspection are listed in Table D below. All units were vacant at the time of the inspections.

**Table D. Units Selected for ACM Inspection at NAPR Housing**

<b>Address</b>	<b>Date Inspected</b>
<b>Algodones</b>	
889C	February 1, 2005
889E	February 1, 2005
889F	February 2, 2005
889G	February 2, 2005
889H	February 7, 2005
891A	February 3, 2005
891D	February 3, 2005
893B	February 3, 2005
893C	February 4, 2005
895A	February 4, 2005
895B	February 4, 2005
895C	February 4, 2005
897A	February 7, 2005
897B	February 2, 2005
897D	February 2, 2005
897F	February 2, 2005
897G	February 2, 2005
897H	February 2, 2005
899B	February 1, 2005
<b>Caribe Breeze</b>	
1A American Circle	January 5, 2005
2C American Circle	January 9, 2005
5B American Circle	January 7, 2005
6B American Circle	January 7, 2005
10D American Circle	January 10, 2005
11A American Circle	January 10, 2005
15A American Circle	January 10, 2005
16B American Circle	January 10, 2005
17C American Circle	January 11, 2005
20A American Circle	January 11, 2005
20B American Circle	January 11, 2005
21B American Circle	January 12, 2005
24C American Circle	January 12, 2005
25A American Circle	January 12, 2005
28A American Circle	January 12, 2005
31B American Circle	January 12, 2005
34B American Circle	January 13, 2005
35A American Circle	January 13, 2005
37A American Circle	January 13, 2005
38B American Circle	January 14, 2005
39C American Circle	January 14, 2005

**Table D. Units Selected for ACM Inspection at NAPR Housing**

Address	Date Inspected
Caribe Breeze	
43B American Circle	January 14, 2005
47A American Circle	January 17, 2005
1B Point Cruz	January 17, 2005
4B Point Cruz	January 17, 2005
92A Saratoga Drive	January 17, 2005
Cascaio Point	
6 Bataan Drive	January 20, 2005
4 Cowrens Drive	January 21, 2005
7 Cowrens Drive	January 24, 2005
13 Cowrens Drive	January 24, 2005
6 FDR Drive	January 20, 2005
11 FDR Drive	January 20, 2005
16 FDR Drive	January 20, 2005
21 FDR Drive	January 20, 2005
24 FDR Drive	January 20, 2005
30 FDR Drive	January 21, 2005
31 FDR Drive	January 21, 2005
4 Monterey Road	January 26, 2005
5 Monterey Road	January 26, 2005
13 Monterey Road	January 26, 2005
14 Monterey Road	January 27, 2005
19 Monterey Road	January 27, 2005
26 Monterey Road	January 27, 2005
29 Monterey Road	January 27, 2005
30 Monterey Road	January 27, 2005
43 Monterey Road	January 27, 2005
5 San Jacinto Road	January 27, 2005
14 San Jacinto Road	January 25, 2005
Coast Guard	
1675 Intrepid Street	January 31, 2005
1676 Intrepid Street	January 31, 2005
1677 Intrepid Street	February 1, 2005
1678 Intrepid Street	February 5, 2005
1679 Intrepid Street	February 5, 2005
1680 Intrepid Street	January 31, 2005
FDR Drive	
1 FDR Drive	January 19, 2005
3 FDR Drive	January 21, 2005
5 FDR Drive	January 19, 2005
Manatee Bay	
4 Coral Sea Drive	January 12, 2005
15 Coral Sea Drive	January 12, 2005
3 Franklyn Drive	January 12, 2005
18 Franklyn Drive	January 12, 2005
2 Hancock Circle	January 11, 2005
20 Hancock Circle	January 11, 2005

**Table D. Units Selected for ACM Inspection at NAPR Housing**

<b>Address</b>	<b>Date Inspected</b>
<b>Manatee Bay</b>	
8 Hornet Road	January 13, 2005
19 Hornet Road	January 13, 2005
26 Hornet Road	January 13, 2005
6 Intrepid Street	January 6, 2005
7 Intrepid Street	January 7, 2005
67 Lexington Drive	January 18, 2005
74 Lexington Drive	January 18, 2005
81 Lexington Drive	January 18, 2005
8 Ranger Road	January 7, 2005
11 Ranger Road	January 7, 2005
20 Ranger Road	January 10 2005
36 Ranger Road	January 11, 2005
38 Ranger Road	January 10, 2005
49 Ranger Road	January 10, 2005
52 Ranger Road	January 10, 2005
60 Ranger Road	January 11, 2005
3 Yorktown Circle	January 14, 2005
11 Yorktown Circle	January 14, 2005
21 Yorktown Circle	January 14, 2005
32 Yorktown Circle	January 14, 2005
35 Yorktown Circle	January 17, 2005
<b>Mangrove Manor</b>	
7 Bunker Hill Road	January 27, 2005
18 Enterprise Drive	January 24, 2005
25 Enterprise Drive	January 24, 2005
34 Enterprise Drive	January 24, 2005
41 Enterprise Drive	January 25, 2005
54 Enterprise Drive	January 25, 2005
2 Essex Drive	January 21, 2005
11 Essex Drive	January 21, 2005
17 Essex Drive	January 21, 2005
9 Lexington Drive	January 25, 2005
26 Lexington Drive	January 26, 2005
33 Lexington Drive	January 26, 2005
46 Lexington Drive	January 26, 2005
47 Lexington Drive	January 26, 2005
6 Ticonderoga Road	January 24, 2005
11 Saratoga Road	January 19, 2005
12 Saratoga Road	January 19, 2005
19 Saratoga Road	January 19, 2005
20 Saratoga Road	January 19, 2005
31 Saratoga Road	January 20, 2005
38 Saratoga Road	January 20, 2005
50 Saratoga Road	January 20, 2005
68 Saratoga Road	Januav 20. 2005

<b>Table D. Units Selected for ACM Inspection at NAPR Housing</b>	
<b>Address</b>	<b>Date Inspected</b>
Mangrove Manor	
82 Saratoga Road	January 21, 2005
6 Wasp Circle	January 26, 2005
15 Wasp Circle	January 27, 2005
32 Wasp Circle	January 27, 2005
Rainbow Hill	
2A Nimitz Drive	January 27, 2005
4A Nimitz Drive	January 28, 2005
4B Nimitz Drive	January 28, 2005
5B Nimitz Drive	January 28, 2005
7A Nimitz Drive	January 28, 2005
8A Nimitz Drive	January 28, 2005
10C Nimitz Drive	January 31, 2005
13B Nimitz Drive	January 31, 2005
14B Nimitz Drive	January 31, 2005
15B Nimitz Drive	January 31, 2005
16A Nimitz Drive	February 1, 2005
18A Nimitz Drive	February 1, 2005
19C Nimitz Drive	February 1, 2005
20B Nimitz Drive	February 1, 2005
22B Nimitz Drive	February 2, 2005
23A Nimitz Drive	February 2, 2005
24A Nimitz Drive	February 2, 2005
27A Nimitz Drive	February 2, 2005
28B Nimitz Drive	February 3, 2005
29B Nimitz Drive	February 3, 2005
32A Nimitz Drive	February 3, 2005
33B Nimitz Drive	February 3, 2005
34A Nimitz Drive	February 4, 2005
36A Nimitz Drive	February 4, 2005

#### 2.4 Disclaimer

Baker was contracted to perform an ACM inspection of NAPR Housing that would meet the requirements of an Operations and Maintenance Program for ACMs. As such, the inspection was not destructive and did not involve breaking into pipe chases, interstitial spaces or other inaccessible building areas. Therefore, ACMs may exist within inaccessible building areas. The presence or absence of ACMs applies only to materials sampled on the dates of the field visit. It should be noted that conditions might change due to vandalism, deterioration, or maintenance activities. Ongoing monitoring by the owner or transferee is necessary. If additional materials suspected of containing

asbestos are identified during renovation or demolition activities, they should be assumed to be ACMs or should be sampled and analyzed before being disturbed.

## 2.5 Summary of Asbestos-Containing Materials

By definition, an ACM contains greater than 1 percent asbestos. Table E below lists the ACMs identified within NAPR Housing by community. Note that additional ACMs may be present in the communities. ACMs were not identified in Rainbow Hill. Floor plans of typical units are presented in Appendix B. For a complete listing of the materials tested for asbestos, refer to Table 1 (for each housing community) following the text of this report.

<b>Table E. ACMs Identified at NAPR Housing</b>		
<b>Material</b>	<b>Location</b>	<b>Approximate Percent of Units with ACMs*</b>
<b>Algodones</b>		
Vinyl Floor Tile, 9" x 9" tan with brown streaks	LR/DR, Hall 1, BR1, BR2, and BR3	47%
Floor Adhesive, under 9" x 9" tan with brown streaks vinyl floor tile	LR/DR, Hall 1, BR1, BR2, and BR3	47%
Vinyl Floor Tile, 9" x 9" gray with black streaks	BR1 and BR2	42%
Floor Adhesive, under 9" x 9" gray with black streaks vinyl floor tile	BR1 and BR2	42%
<b>Caribe Breeze</b>		
Tan/Black Floor Adhesive, under 1' x 1' tan mottled vinyl floor tile	BR1, BR2, BR3, BR4, ST2, ST3, Hall 1, Hall 2, Stair, Laundry, Kitchen, LR/DR	43%
Yellow/Black Floor Adhesive, under 1' x 1' gray mottled vinyl floor tile	BR1, BR2, BR3, BR4, ST2, ST3, Hall 1, Hall 2, Stair, Laundry, Kitchen, LR/DR	57%
<b>Cascajo Point</b>		
Yellow/Black Floor Adhesive, under 1' x 1' tan mottled vinyl floor tile	BR1, BR2, BR3, BR4, LR, DR, LR-P, Hall, Laundry, and Kitchen	100%
<b>Coast Guard</b>		
Black Floor Adhesive, under 1' x 1' brown with white and red streaks vinyl floor tile	LR, DR, Kitchen, Hall, BR1, BR2, BR3, and BR4	66%
<b>FDR Drive</b>		
Floor Adhesive, under 1' x 1' brown with red streaks vinyl floor tile	LR/DR	33%
Vinyl Floor Tile, 9" x 9" gray with white streaks	BR1, BR2, BR3, Hall, and LR/DR	66%
Floor Adhesive, under 9" x 9" gray with white streaks vinyl floor tile	BR1, BR2, BR3, Hall, and LR/DR	66%
Floor Adhesive, under 1' x 1' tan mottled vinyl floor tile	BR1, BR2, BR3, and Hall	33%
Vinyl Floor Tile, 1' x 1' brown with tan streaks	LR/DR	33%

<b>Table E. ACMs Identified at NAPR Housing</b>		
<b>Material</b>	<b>Location</b>	<b>Approximate Percent of Units with ACMs*</b>
<b>Manatee Bay</b>		
Vinyl Floor Tile, 1' x 1' yellow mottled	LR, DR, Kitchen, Hall, BR1, BR2, and BR3	3%
Black Floor Adhesive, under 1' x 1' yellow mottled and 1' x 1' brown with orange and white stripes vinyl floor tiles	LR, DR, Kitchen, Hall, BR1, BR2, and BR3	7%
<b>Mangrove Manor</b>		
Vinyl Floor Tile, 1' x 1' brown mottled	LR, DR, Kitchen, Hall, BR1, BR2, BR3, and BR4	33%
Black Floor Adhesive, under 1' x 1' brown mottled, 1' x 1' white with brown streaks, 1' x 1' light brown mottled, 1' x 1' brown with light brown streaks, 1' x 1' brown with white streaks, 1' x 1' white with gray specks, and 1' x 1' white with black streaks vinyl floor tiles	LR, DR, Kitchen, Hall, BR1, BR2, BR3, and BR4	88%
<b>Mangrove Manor</b>		
Vinyl Floor Tile, 1' x 1' brown with light brown streaks	LR, DR, Kitchen, Hall, BR1, BR2, BR3, and BR4	4%
Vinyl Floor Tile, 1' x 1' white with black streaks	LR, DR, Kitchen, Hall, BR1, BR2, BR3, and BR4	7%
Vinyl Floor Tile, 1' x 1' tan mottled	LR, DR, Kitchen, Hall, BR1, BR2, BR3, and BR4	7%
Black Floor Adhesive, under 1' x 1' tan mottled and 1' x 1' white mottled vinyl floor tiles	LR, DR, Kitchen, Hall, BR1, BR2, BR3, and BR4	11%
Vinyl Floor Tile, 1' x 1' white mottled	LR, DR, Kitchen, Hall, BR1, BR2, BR3, and BR4	4%
Sink Coating, black	Kitchen	96%

Table 2 (for each housing community) following the text of this report provides additional details on the ACMs that were identified, including asbestos content, friability, and total quantities for the housing units that were inspected. Tables F through L, following Table E, list the ACMs identified by housing unit address. Appendix D contains photographs of the identified ACMs. A CD that includes these photographs accompanies this report.

Table F. ACMs Identified by Address for Algodones

Unit	Material	Material No.	Comment	Condition
889C Algodones	Vinyl Floor Tile (9" X 9" Tan With Brown Streaks)	006	The Adhesive For This Material Is Material #007.	Undamaged
	Floor Adhesive (Black, Under 9" X 9" Tan With Brown Streaks Vinyl Floor Tile)	007	This Is The Adhesive For Material #006.	Undamaged
889G Algodones	See Initial Entry for Material #006	006	The Adhesive For This Material Is Material #007.	Undamaged
	See Initial Entry for Material #007	007	This Is The Adhesive For Material #006.	Undamaged
	Vinyl Floor Tile (9" X 9" Gray With Black Streaks)	010	The Adhesive For This Material Is Material #010. This Material Is Located Below The Existing Carpet.	Undamaged
	Floor Adhesive (Black, Under 9" X 9" Gray With Black Streaks Vinyl Floor Tile)	011	This Is The Adhesive For Material #010.	Undamaged
889H Algodones	See Initial Entry for Material #006	006	The Adhesive For This Material Is Material #007.	Undamaged
	See Initial Entry for Material #007	007	This Is The Adhesive For Material #006.	Undamaged
	See Initial Entry for Material #010	010	The Adhesive For This Material Is Material #010. This Material Is Located Below The Existing Carpet.	Undamaged
	See Initial Entry for Material #011	011	This Is The Adhesive For Material #010.	Undamaged
891D Algodones	See Initial Entry for Material #006	006	The Adhesive For This Material Is Material #007.	Undamaged
	See Initial Entry for Material #007	007	This Is The Adhesive For Material #006.	Undamaged
	See Initial Entry for Material #010	010	The Adhesive For This Material Is Material #010. This Material Is Located Below The Existing Carpet.	Undamaged
	See Initial Entry for Material #011	011	This Is The Adhesive For Material #010.	Undamaged
893C Algodones	See Initial Entry for Material #006	006	The Adhesive For This Material Is Material #007.	Undamaged
	See Initial Entry for Material #007	007	This Is The Adhesive For Material #006.	Undamaged
	See Initial Entry for Material #010	010	The Adhesive For This Material Is Material #010. This Material Is Located Below The Existing Carpet.	Undamaged
	See Initial Entry for Material #011	011	This Is The Adhesive For Material #010.	Undamaged
895C Algodones	See Initial Entry for Material #006	006	The Adhesive For This Material Is Material #007.	Undamaged
	See Initial Entry for Material #007	007	This Is The Adhesive For Material #006.	Undamaged
	See Initial Entry for Material #010	010	The Adhesive For This Material Is Material #010. This Material Is Located Below The Existing Carpet.	Undamaged
	See Initial Entry for Material #011	011	This Is The Adhesive For Material #010.	Undamaged
897D Algodones	See Initial Entry for Material #006	006	The Adhesive For This Material Is Material #007.	Undamaged
897D Algodones	See Initial Entry for Material #007	007	This Is The Adhesive For Material #006.	Undamaged
	See Initial Entry for Material #010	010	The Adhesive For This Material Is Material #010. This Material Is Located Below The Existing Carpet.	Undamaged
	See Initial Entry for Material #011	011	This Is The Adhesive For Material #010.	Undamaged
897G Algodones	See Initial Entry for Material #006	006	The Adhesive For This Material Is Material #007.	Undamaged
	See Initial Entry for Material #007	007	This Is The Adhesive For Material #006.	Undamaged
	See Initial Entry for Material #010	010	The Adhesive For This Material Is Material #010. This Material Is Located Below The Existing Carpet.	Undamaged
	See Initial Entry for Material #011	011	This Is The Adhesive For Material #010.	Undamaged
897H Algodones	See Initial Entry for Material #006	006	The Adhesive For This Material Is Material #007.	Undamaged
	See Initial Entry for Material #007	007	This Is The Adhesive For Material #006.	Undamaged
	See Initial Entry for Material #010	010	The Adhesive For This Material Is Material #010. This Material Is Located Below The Existing Carpet.	Undamaged
	See Initial Entry for Material #011	011	This Is The Adhesive For Material #010.	Undamaged

Table G. ACMs Identified by Address for Caribe Breeze

Unit	Material	Material No.	Comment	Condition
10D American Circle	Floor Adhesive (Yellow With Black Residual, Under 1' X 1' Gray Mottled Vinyl Floor Tile)	008	This Is The Adhesive For Material #007.	Undamaged
11A American Circle	Floor Adhesive (Tan With Black Residual, Under 1' X 1' Tan Mottled Vinyl Floor Tile)	002	This Is The Adhesive For Material #001.	Undamaged
15A American Circle	See Initial Entry for Material #002.	002	This Is The Adhesive For Material #001.	Undamaged
16B American Circle	See Initial Entry for Material #008.	008	This Is The Adhesive For Material #007.	Undamaged
17C American Circle	See Initial Entry for Material #008.	008	This Is The Adhesive For Material #007.	Undamaged
1A American Circle	See Initial Entry for Material #002.	002	This Is The Adhesive For Material #001.	Undamaged
1B Point Cruz	See Initial Entry for Material #008.	008	This Is The Adhesive For Material #007.	Undamaged
20A American Circle	See Initial Entry for Material #002.	002	This Is The Adhesive For Material #001.	Undamaged
20B American Circle	See Initial Entry for Material #008.	008	This Is The Adhesive For Material #007.	Undamaged
21B American Circle	See Initial Entry for Material #008.	008	This Is The Adhesive For Material #007.	Undamaged
24C American Circle	See Initial Entry for Material #008.	008	This Is The Adhesive For Material #007.	Undamaged
25A American Circle	See Initial Entry for Material #002.	002	This Is The Adhesive For Material #001.	Undamaged
28A American Circle	See Initial Entry for Material #002.	002	This Is The Adhesive For Material #001.	Undamaged
2C American Circle	See Initial Entry for Material #008.	008	This Is The Adhesive For Material #007.	Undamaged
31B American Circle	See Initial Entry for Material #008.	008	This Is The Adhesive For Material #007.	Undamaged
34B American Circle	See Initial Entry for Material #008.	008	This Is The Adhesive For Material #007.	Undamaged
35A American Circle	See Initial Entry for Material #002.	002	This Is The Adhesive For Material #001.	Undamaged
37A American Circle	See Initial Entry for Material #002.	002	This Is The Adhesive For Material #001.	Undamaged
38B American Circle	See Initial Entry for Material #008.	008	This Is The Adhesive For Material #007.	Undamaged
39C American Circle	See Initial Entry for Material #008.	008	This Is The Adhesive For Material #007.	Undamaged
43B American Circle	See Initial Entry for Material #008.	008	This Is The Adhesive For Material #007.	Undamaged
47A American Circle	See Initial Entry for Material #002.	002	This Is The Adhesive For Material #001.	Undamaged
4B Point Cruz	See Initial Entry for Material #002.	002	This Is The Adhesive For Material #001.	Undamaged
5B American Circle	See Initial Entry for Material #008.	008	This Is The Adhesive For Material #007.	Undamaged
6B American Circle	See Initial Entry for Material #008.	008	This Is The Adhesive For Material #007.	Undamaged
92A Saratoga Road	See Initial Entry for Material #002.	002	This Is The Adhesive For Material #001.	Undamaged

Table H. ACMs Identified by Address for Cascajo Point

Unit	Material	Material ID	Comment	Condition
11 FDR Drive	Floor Adhesive (Yellow With Black Residual, Under Tan 1' X 1' Mottled Vinyl Floor Tile)	003	This is The Adhesive For Material #002.	Undamaged
12 Cabot Lake	See Initial Entry for Material #003	003		Undamaged
13 Cowrens Drive	See Initial Entry for Material #003	003		Undamaged
13 Monterey Road	See Initial Entry for Material #003	003		Undamaged
14 Cabot Lake	See Initial Entry for Material #003	003		Undamaged
14 Monterey Road	See Initial Entry for Material #003	003		Undamaged
14 San Jacinto Road	See Initial Entry for Material #003	003		Undamaged
16 FDR Drive	See Initial Entry for Material #003	003		Undamaged
19 Monterey Road	See Initial Entry for Material #003	003		Undamaged
2 Cabot Lake	See Initial Entry for Material #003	003		Undamaged
21 FDR Drive	See Initial Entry for Material #003	003		Undamaged
26 Monterey Road	See Initial Entry for Material #003	003		Undamaged
29 Monterey Road	See Initial Entry for Material #003	003		Undamaged
30 FDR Drive	See Initial Entry for Material #003	003		Undamaged
30 Monterey Road	See Initial Entry for Material #003	003		Undamaged
31 FDR Drive	See Initial Entry for Material #003	003		Undamaged
4 Cowrens Drive	See Initial Entry for Material #003	003		Undamaged
4 Monterey Road	See Initial Entry for Material #003	003		Undamaged
43 Monterey Road	See Initial Entry for Material #003	003		Undamaged
5 Cabot Lake	See Initial Entry for Material #003	003		Undamaged
5 Monterey Road	See Initial Entry for Material #003	003		Undamaged
5 San Jacinto Road	See Initial Entry for Material #003	003		Undamaged
6 Bataan Drive	See Initial Entry for Material #003	003		Undamaged
6 FDR Drive	See Initial Entry for Material #003	003		Undamaged
7 Cowrens Drive	See Initial Entry for Material #003	003		Undamaged

Table 1. ACMs Identified by Address for Coast Guard

Unit	Material	Material No.	Comments	Condition
1675 Intrepid Street	Floor Adhesive (Black, Under 1' X 1' Brown With White And Red Streaks Vinyl Floor Tile)	007	This Is The Adhesive For Material #006.	Undamaged
1677 Intrepid Street	See Initial Entry for Material #007	007		Undamaged
1678 Intrepid Street	See Initial Entry for Material #007	007		Undamaged
1679 Intrepid Street	See Initial Entry for Material #007	007		Undamaged

Table J. ACMs Identified by Address for FDR Drive

Unit	Material	Material	Comment	Condition
1 FDR Drive	Vinyl Floor Tile (9" X 9" Gray With White Streaks)	006	The Adhesive For This Material Is Material #007. This Material Is Located Below The Existing Carpet.	Undamaged
	Floor Adhesive (Black, Under 9" X 9" Gray With White Streaks Vinyl Floor Tile)	007	This Is The Adhesive For Material #006.	Undamaged
3 FDR Drive	Floor Adhesive (Black, Under 1' X 1' Tan Mottled Vinyl Floor Tile)	009	This Is The Adhesive For Material #007.	Undamaged
	Vinyl Floor Tile (1' X 1' Brown With Tan Streaks)	011	The Adhesive For This Material Is Material #012. This Material Is Located Below The Existing Carpet.	Undamaged
5 FDR Drive	Floor Adhesive (Black, Under 1' X 1' Brown With Red Streaks Vinyl Floor Tile)	005	This Is The Adhesive For Matrcial #004.	Undamaged
	Vinyl Floor Tile (9" X 9" Gray With White Streaks)	006	The Adhesive For This Material Is Material #007. This Material Is Located Below The Existing Carpet.	Undamaged
	Floor Adhesive (Black, Under 9" X 9" Gray With White Streaks Vinyl Floor Tile)	007	This Is The Adhesive For Material #006.	Undamaged

**Table K. ACMs Identified by Address for Manatee Bay**

Unit	Material	Material No.	Comment	Condition
6 Intrepid Street	Vinyl Floor Tile (1' X 1' Yellow Mottled)	001	The Adhesive For This Material Is Material #002.	Damaged
	Floor Adhesive (Black, Under 1' X 1' Yellow Mottled And 1' X 1' Brown With White And Orange Stripes Vinyl Floor Tile)	002	This Is The Adhesive For Materials #001 And #005.	Damaged
7 Intrepid Street	Floor Adhesive (Black, Under 1' X 1' Yellow Mottled And 1' X 1' Brown With White And Orange Stripes Vinyl Floor Tile)	002	This Is The Adhesive For Materials #001 And #005.	Damaged

Table L. ACMs Identified by Address for Mangrove Manor

Unit	Material	Material No.	Comment	Condition
11 Essex Drive	Floor Adhesive (Black, Under 1' X 1' Brown Mottled, 1' X 1' White With Brown Streaks, 1' X 1' White With Black Streaks, 1' X 1' White With Gray Specks, 1' X 1' Brown With Light Brown Streaks, 1' X 1' Brown With White Streaks, And 1' X 1' Light Brown Mottled Vinyl Floor Tiles)	002	This Is The Adhesive For Materials #001, #005, #006, #007, #008, #009, And #010.	Undamaged
	Sink Coating (Black)	004		Undamaged
11 Saratoga Road	Vinyl Floor Tile (1' X 1' Brown Mottled)	001	The Adhesive For This Material Is Material #002.	Undamaged
	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged
12 Saratoga Road	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged
15 Wasp Drive	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged
17 Essex Drive	Vinyl Floor Tile (1' X 1' Brown Mottled)	001	The Adhesive For This Material Is Material #002.	Undamaged
	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged
18 Enterprise Drive	Vinyl Floor Tile (1' X 1' Brown Mottled)	001	The Adhesive For This Material Is Material #002.	Undamaged
	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged
19 Saratoga Road	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged
	Vinyl Floor Tile (1' X 1' Brown With Light Brown Streaks)	007	The Adhesive For This Material Is Material #002.	Undamaged
2 Essex Drive	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged
20 Saratoga Road	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged
25 Enterprise Drive	Sink Coating (Black)	004		Undamaged
	Vinyl Floor Tile (1' X 1' Tan Mottled)	011	The Adhesive For This Material Is Material #012.	Damaged
	Floor Adhesive (Black, Under 1' X 1' Tan Mottled And 1' X 1' White Mottled Vinyl Floor Tile)	012	This Is The Adhesive For Material #011.	Damaged
26 Lexington Drive	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged
31 Saratoga Road	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged
32 Wasp Drive	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged

Table L. ACMs Identified by Address for Mangrove Manor

Unit	Material	Material No.	Comments	Condition
33 Lexington Drive	Vinyl Floor Tile (1' X 1' Brown Mottled)	001	The Adhesive For This Material Is Material #002.	Undamaged
	See Initial Entry for Material #002	002		Undamaged
34 Enterprise Drive	Sink Coating (Black)	004		Undamaged
	Floor Adhesive (Black, Under 1' X 1' Tan Mottled And 1' X 1' White Mottled Vinyl Floor Tile)	012	This Is The Adhesive For Material #011.	Damaged
	Vinyl Floor Tile (1' X 1' White Mottled)	013	The Adhesive For This Material Is Material #012.	Damaged
38 Saratoga Road	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged
41 Enterprise Drive	Vinyl Floor Tile (1' X 1' Brown Mottled)	001	The Adhesive For This Material Is Material #002.	Undamaged
	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged
46 Lexington Drive	Sink Coating (Black)	004		Undamaged
	Vinyl Floor Tile (1' X 1' Tan Mottled)	011	The Adhesive For This Material Is Material #012.	Damaged
	Floor Adhesive (Black, Under 1' X 1' Tan Mottled And 1' X 1' White Mottled Vinyl Floor Tile)	012	This Is The Adhesive For Material #011.	Damaged
47 Lexington Drive	Vinyl Floor Tile (1' X 1' Brown Mottled)	001	The Adhesive For This Material Is Material #002.	Undamaged
	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged
50 Saratoga Road	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged
54 Enterprise Drive	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged
6 Ticonderoga Street	Vinyl Floor Tile (1' X 1' Brown Mottled)	001	The Adhesive For This Material Is Material #002.	Undamaged
	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged
6 Wasp Drive	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged
	Vinyl Floor Tile (1' X 1' White With Black Streaks)	010	The Adhesive For This Material Is Material #002.	Undamaged
68 Saratoga Road	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged
7 Bunker Hill Road	Vinyl Floor Tile (1' X 1' Brown Mottled)	001	The Adhesive For This Material Is Material #002.	Undamaged
	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged
82 Saratoga Road	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged
	Vinyl Floor Tile (1' X 1' White With Black Streaks)	010	The Adhesive For This Material Is Material #002.	Undamaged
9 Lexington Drive	Vinyl Floor Tile (1' X 1' Brown Mottled)	001	The Adhesive For This Material Is Material #002.	Undamaged
	See Initial Entry for Material #002	002		Undamaged
	Sink Coating (Black)	004		Undamaged

## **2.6 Summary of Hazards**

Base Realignment and Closure (BRAC) policy considers an ACM to be a hazard when it meets all three of the following conditions: friable, accessible, and damaged. No ACM hazards were identified in the 158 NAPR Housing units that were inspected. Per the Scope of Work, Baker did not conduct walk-through inspections of all NAPR Housing units to identify ACMs and ACM hazards. Therefore, additional ACMs and ACM hazards may be present at NAPR Housing.

If renovation or demolition of housing units is scheduled, a more comprehensive ACM inspection should be conducted to attempt to identify hidden ACM (e.g., behind walls, above ceilings, etc.) that would not have been identified during this non-destructive, baseline study. Also, prior to renovation or demolition, ACM removal and disposal activities must be completed in accordance with EPA, Puerto Rico OSHA, Puerto Rico EQB, and other applicable federal and local regulations.

Final  
**Asbestos Inspection Report**  
for  
Naval Activity Puerto Rico  
Ceiba, Puerto Rico  
Volume 1 of 7  
(Text and Appendices A through D)

Contract N62472-01-D-1440 • Project Number 14 • June 2005



Prepared by  
**Michael Baker Jr., Inc.**

**Baker**

**Challenge Us.**

Under Contract with  
**Department of the Navy**  
**Naval Facilities Engineering Command**  
Engineering Field Activity, Northeast



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## **EXECUTIVE SUMMARY**

The US Navy Engineering Field Activity Northeast (EFANE) contracted Baker to perform an asbestos-containing material (ACM) inspection of 546 buildings at Naval Activity Puerto Rico (NAPR), located near Ceiba, Puerto Rico. An inspection of military family housing at NAPR was conducted simultaneously and is documented in a companion Baker report, Asbestos Inspection Report, Military Family Housing, for Naval Activity Puerto Rico, dated June 2005. The work was performed so that the federal government can transfer the properties. The Navy is considered the owner of all properties referenced in this report. The work was performed in accordance with the Scope of Work: Asbestos Survey, Naval Activity Puerto Rico, dated September 9, 2004, under Contract Number N62472-01-D-1440. Field work for the project was performed from December 1, 2004 to February 15, 2005.

The years of construction for the buildings at NAPR were not readily available. The buildings were predominantly vacant at the time of the inspections, and had served various purposes, including, but not limited to, dormitory-style housing, offices, and warehouses. The construction of the buildings varied widely, and sizes ranged from approximately 35 square feet to 131,000 square feet. The condition of the buildings ranged from poor to good.

Baker and NAPR staff were unable to locate 14 of the buildings, and three could not be accessed due to lack of keys, impassable access roads, or safety issues. In addition, 13 buildings had been removed according to NAPR staff and/or observation. Six buildings were inspected as a part of the simultaneously conducted housing inspections. A summary of this information is presented in Table B in Section 2.2.

A total of 2,006 homogeneous materials were identified during this investigation. Of those, 317 were found by laboratory analysis to be ACM, and five were assumed to be ACM due to access or safety issues that precluded sampling. The ACMs that were identified are presented in the building-specific sections of the report, which are included in Appendix E.

Base Realignment and Closure (BRAC) policy considers ACM to be a hazard when it meets all three of the following conditions: friable, accessible, and damaged. Several ACM hazards were identified in the buildings. Table A below summarizes those hazards.

<b>Table A. ACM Hazards Identified</b>		
<b>Building Number</b>	<b>Material</b>	<b>Quantity</b>
31	Pipe Insulation	2 lf
296	Pipe Insulation	20 lf
426	Duct Insulation	34 sf
598	Pipe Insulation	6 lf
1686	Pipe and Fitting Insulation	1 lf

Recommendations include the following: 1) The ACM hazards identified should be remedied prior to transfer of the properties. 2) The information on the presence and location of all ACMs should be communicated to the property transferee. 3) If renovation or demolition of buildings is scheduled, a more comprehensive ACM inspection should be conducted to attempt to identify hidden ACM (e.g., behind walls, above ceilings, etc.) that would not have been identified during this non-destructive, baseline study. Also, prior to renovation or demolition, ACM removal and disposal activities must be completed in accordance with EPA, Puerto Rico OSHA, Puerto Rico EQB, and other applicable federal and local regulations.

## 1.0 INTRODUCTION

The US Navy Engineering Field Activity Northeast (EFANE) contracted Baker to perform an asbestos-containing material (ACM) inspection of 546 buildings at Naval Activity Puerto Rico (NAPR), located near Ceiba, Puerto Rico. An inspection of military family housing at NAPR was conducted simultaneously and is documented in a companion Baker report, Asbestos Inspection Report, Military Family Housing, for Naval Activity Puerto Rico, dated June 2005. The work was performed so that the federal government can transfer the properties. The Navy is considered the owner of all properties referenced in this report. The work was performed in accordance with the Scope of Work: Asbestos Survey, Naval Activity Puerto Rico, dated September 9, 2004, under Contract Number N62472-01-D-1440. Field work for the project was performed from December 1, 2004 to February 11, 2005.

The body of the report is followed by the following appendices that contain supporting data:

- Appendix A contains copies of training certificates for the Baker and Environmental Development and Sustainability, Inc. (EDS, Baker subcontractor) staff who conducted the investigation and the certificates of accreditation for the laboratories that conducted sample analysis.
- Appendix B contains an NAPR map that shows building locations
- Appendix C contains a list of the buildings that were included in the scope of work
- Appendix D contains the analytical laboratory results for the quality control (QC) samples that were collected

Appendix E of this report contain building-specific summaries. These sections include a brief description of the number/type of suspect materials and ACM identified, summary tables of identified homogeneous materials and ACMs, photographs, sample location / ACM location drawings, and analytical laboratory reports.

All of the photographs that are presented in this report are included on a CD that accompanies this report. In addition, all ACM data presented in this report is included in three excel files on a CD that accompanies this report.

While preparing this report, Baker consulted the following regulations, guidance documents and

policies:

- 29 CFR 1926.1101 - OSHA Asbestos Construction Standard
- 40 CFR 763 - Asbestos Hazard Emergency Response Act (AHERA) and Asbestos School Hazard Reauthorization Act (ASHARA) as Amended
- Puerto Rico Environmental Quality Board Regulation for the Control of Atmospheric Pollution, Rules 102, 422, and 501
- 41 CFR 101-47 – General Services Administration Federal Property Management Regulations: Utilization and Disposal of Real Property
- 15 United States Code 2680, 2681 and 2688 -Toxic Substances Control Act
- Department of Defense (DoD) Base Realignment and Closure Act (BRAC) Policy on Asbestos, Lead Paint and Radon Policies at BRAC Properties (October 31, 1994)
- EPA 560/5-85-030a – *Asbestos in Buildings: Simplified Sampling Scheme for Friable Surfacing Materials*

## **1.1 Buildings Overview**

The years of construction for the buildings at NAPR were not readily available. The buildings were predominantly vacant at the time of the inspections, and had served various purposes, including, but not limited to, dormitory-style housing, offices, and warehouses. The construction of the buildings varied widely, and sizes ranged from approximately 35 square feet to 131,000 square feet. The condition of the buildings ranged from poor to good.

## **2.0 ASBESTOS-CONTAINING MATERIAL INSPECTION**

### **2.1 Regulatory Background**

In the 1970s and 1980s, the EPA banned the use of asbestos-containing spray-on materials, molded and wet applied asbestos, asbestos-containing thermal system insulation, and asbestos in acoustical or decorative applications. As of 1989, the EPA planned to ban the use of asbestos in other products. The

ban was originally designed to be put into place in three phases; however, in 1991 the EPA ban was repealed. Because of the repeal, only the first stage of the ban was implemented. Products included in the first phase of the ban were felt products and asbestos cement products.

Several federal regulations pertain to managing ACMs. AHERA, 40 CFR 763 Subpart E, is perhaps the most well known asbestos regulation. The EPA developed AHERA to protect children in the United States from deteriorating ACMs in school buildings. AHERA was enacted in 1986 and required school systems to identify ACMs in all of their school buildings. AHERA also required school systems to develop management plans for the ACMs identified in schools and established reporting and record keeping requirements for educational authorities. Although AHERA is applicable only to schools, many of the accreditation requirements and sampling methodologies established by the act have been incorporated into the asbestos inspection industry's procedures. ASHARA requires individuals working in public or commercial buildings to be AHERA accredited if they are performing ACM abatement projects, supervising ACM abatement projects, designing ACM abatement projects, or inspecting building for ACMs. The EPA NESHAPS requires inspections for ACM prior to renovation or demolition of structures, except for residential buildings with four or fewer dwelling units. NESHAPS contains work practice and disposal requirements for regulated ACM, which is defined as ACM that is friable or that is likely to become friable during renovation or demolition activities. The definition of a friable material is one that can be crushed, pulverized, or reduced to powder under hand pressure when dry. The definition of a non-friable material is one that cannot be crushed, pulverized, or reduced to powder under hand pressure when dry.

The Puerto Rico Environmental Quality Board (EQB) regulates ACM inspection, management, removal, and disposal activities. The majority of the regulations are found in the EQB's Regulation for the Control of Atmospheric Pollution Rules 102, 422, and 501. The rules require permits, notifications, training, and work plan submissions to EQB, among other items.

OSHA developed the Occupational Exposure to Asbestos regulation to help protect workers from asbestos hazards. The regulation defined Class I through IV asbestos work, established asbestos exposure limits, and implemented asbestos worker protection requirements. Unlike the EPA's regulations, the OSHA regulation was specifically written to protect workers rather than the public. The Puerto Rico Occupational Safety and Health Administration has adopted the federal standard.

Baker reviewed the Federal Property Management Regulations 41 CFR 101-47.304-13 and BRAC policy to identify regulations and guidelines for transferring properties with ACMs. Based on the review of the information, the Navy is required to disclose all knowledge of ACMs at NAPR to any bidders or transferees. This report should be given to parties interested in the NAPR buildings and will serve as the disclosure vehicle. As stated in the Federal Property Management Regulations, any bidders on NAPR buildings should be provided with a “Notice of the Presence of Asbestos—Warning!”. The notice can be found in 41 CFR 101-47.304-13.

## **2.2 Methodology**

Baker reviewed several previous ACM reports that had been prepared by others for several of the NAPR buildings. However, Baker elected to not utilize these reports due to their age. Therefore, the inspections were approached as if the buildings had never been inspected.

Baker, with assistance from Environmental Development and Sustainability, Inc., conducted the asbestos inspections in accordance with AHERA, ASHARA and OSHA asbestos regulations during the period of December 1, 2004 to February 15, 2005. NAPR staff assisted in locating buildings and providing access. AHERA-accredited asbestos inspectors identified building materials that could contain asbestos. Building materials were then grouped into homogeneous materials. Homogeneous materials are defined as building materials similar in age, appearance, and texture. The asbestos inspectors then collected representative bulk material samples from each homogeneous material in general accordance with AHERA guidelines. Insulation materials that appeared to be composed of fiberglass were not considered potential (i.e., suspect) ACM. For each homogeneous material, the material description, location(s), approximate quantity, friability, condition, accessibility, and potential for damage were recorded.

In accordance with the Scope of Work, the number of samples for each homogeneous material was based on the quantity of homogeneous material present throughout the building, as follows:

- $\leq$  1000 square feet – 3 samples
- $\leq$  5000 square feet – 5 samples
- $>$  5000 square feet – 7 samples

Sample results from a homogeneous material represent the asbestos content for the homogeneous material throughout each particular building, regardless of the sample locations.

As per the scope of work, Baker sampled wallboard and associated joint compound as a composite material. The results are reported for individual layers as well as for the composite material.

Bulk building material samples were sent to Schneider Labs for analysis using polarized light microscopy with dispersion staining. Schneider Labs is accredited for asbestos analysis through the National Voluntary Laboratory Accreditation Program (NVLAP). Homogeneous materials were analyzed until a positive identification of asbestos was made or until all samples of the material were determined to contain less than or equal to 1 percent asbestos. Samples found to contain detectable, but less than 1 percent asbestos, were further analyzed by point count methodology to more accurately define their asbestos content. Quality Control (QC) samples, one per 10 bulk samples, were collected in accordance with the Scope of Work and were analyzed by RJ Lee Group, Inc., another NVLAP accredited laboratory. QC sample results were generally consistent with bulk sample results. However, where conflicting lab results were indicated (i.e., one lab found the material to contain greater than 1 percent asbestos and the other did not), the material was considered to be ACM. Laboratory reports are included in the building-specific summaries. Laboratory reports for QC samples are included in Appendix D. Inspector and laboratory certifications are included in Appendix A.

Table B below shows the buildings that: 1) were inspected as a part of the simultaneously conducted housing inspections (Project 15); 2) were removed according to NAPR staff and/or observation; 3) could not be located by Baker and NAPR staff; and 4) could not be accessed due to lack of keys, impassable access roads, or safety issues.

**Table B. Buildings Not Inspected**

<b>Included in Housing Inspections</b>	<b>Removed</b>	<b>Could Not Be Located</b>	<b>Could Not Be Accessed</b>
889	871	157	38*
891	2003	247	500 (partial)
893	2191	2222	774 (partial)
895	2224	2314	2439
897	2388	2389	3006
899	2424	2395	
	2438	2442	
	2488	2455	
	2496	2582	
	2508	2583	
	2564	3150	
	2601	6000	
	2685	6001	
		6003	

\* In December 2004, Baker requested that Building 38 be removed from the scope of work due to health and safety issues related to the following: no lighting, PCB-contaminated concrete and soil, dilapidated floors, bat infestation and related bat waste, water-filled trenches, and extensive ACM debris. EFANE indicated that Building 38 is part of another on-going environmental investigation, and agreed that Building 38 could be removed from the scope of work.

### **2.3 Disclaimer**

Baker was contracted to perform an ACM inspection of NAPR buildings that would meet the requirements of an Operations and Maintenance Program for ACMs. As such, the inspection was not destructive and did not involve breaking into pipe chases, interstitial spaces or other inaccessible building areas. Therefore, ACMs may exist within inaccessible building areas. The presence or absence of ACMs applies only to materials sampled on the dates of the field visit. It should be noted that conditions might change due to vandalism, deterioration, or maintenance activities. Ongoing monitoring by the owner or transferee is necessary. If additional materials suspected of containing asbestos are identified during renovation or demolition activities, they should be assumed to be ACMs or should be sampled and analyzed before being disturbed.

### **2.4 Summary of Asbestos-Containing Materials**

A total of 2,006 homogeneous materials were identified. Of those, 317 were found by laboratory analysis to be ACM, and five were assumed to be ACM due to access or safety issues that precluded sampling. By definition, an ACM contains greater than 1 percent asbestos. Table 1 in each building section indicates all of the suspect homogeneous materials that were identified for that particular building. Table 2 in each building section provides the following information on each of the identified ACMs: homogeneous material number, material description, asbestos percentage and type, friability, location, condition, and comments.

### **2.5 Summary of Hazards**

Base Realignment and Closure (BRAC) policy considers an ACM to be a hazard when it meets all three of the following conditions: friable, accessible, and damaged. Friable, accessible, and damaged ACM that were identified are presented in Table 3 in each building section. A summary of all friable, accessible, and damaged ACM identified is presented in Table C below.

<b>Table C. ACM Hazards Identified</b>		
<b>Building Number</b>	<b>Material</b>	<b>Quantity</b>
31	Pipe Insulation	2 lf
296	Pipe Insulation	20 lf
426	Duct Insulation	34 sf
598	Pipe Insulation	6 lf
1686	Pipe and Pipe Fitting Insulation	1 lf

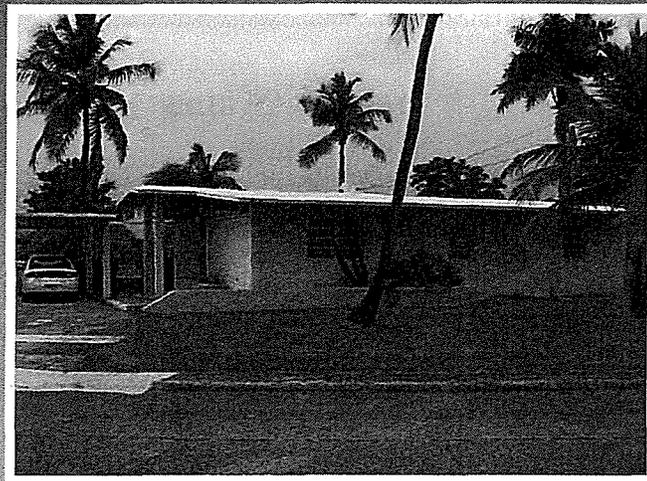
### **3.0 RECOMMENDATIONS**

- The information on the presence and location of all ACMs should be communicated to the property transferee.
- The ACM hazards identified should be remedied prior to transfer of the properties.
- If renovation or demolition of buildings is scheduled, a more comprehensive ACM inspection should be conducted to attempt to identify hidden ACM (e.g., behind walls, above ceilings, etc.) that would not have been identified during this non-destructive, baseline study. Also, prior to renovation or demolition, ACM removal and disposal activities must be completed in accordance with EPA, Puerto Rico OSHA, Puerto Rico EQB, and other applicable federal and local regulations.

Final  
**Lead-Based Paint Inspection/  
Risk Assessment Report**

for  
Military Family Housing  
Naval Activity Puerto Rico  
Ceiba, Puerto Rico  
Volume I of II  
(Text and Appendices A through E)

Contract N62472-01-D-1440 • Project Number 15 • June 2005



Prepared by  
**Michael Baker Jr., Inc.**

**Baker**

**Challenge Us.**

Under Contract with  
**Department of the Navy**  
**Naval Facilities Engineering Command**  
Engineering Field Activity, Northeast



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**EXECUTIVE SUMMARY**

The US Navy Engineering Field Activity Northeast contracted Baker to perform lead-based paint (LBP) inspections and LBP risk assessments in military family housing at Naval Activity Puerto Rico (NAPR), located near Ceiba, Puerto Rico. The work was performed so that the federal government can transfer the properties. The Navy is considered the owner of all properties referenced in this report. The work was performed in accordance with the Scope of Work: Lead-Based Paint Inspection and Risk Assessment, and Asbestos Survey For Residential Property Transfer, dated September 9, 2004, under Contract Number N62472-01-D-1440. Field work for the project was performed from January 5, 2005 to February 11, 2005.

NAPR housing was reportedly constructed between 1960 and 1975 and contains 962 two, three, and four-bedroom apartment style, duplex, and single-family housing units. NAPR housing consists of eight communities: Algodones, Caribe Breeze, Cascajo Point, Coast Guard, FDR Drive, Manatee Bay, Mangrove Manor, and Rainbow Hill. Twenty-seven of the housing units in Manatee Bay are of original construction, while the remaining 935 units were renovated to varying degrees beginning in 1989. The square footage of the units ranges from 1023 to 2105 square feet. The concrete-framed buildings have concrete or ceramic exterior finishes. Interior walls are painted gypsum board and concrete. The units are generally in good condition.

Table A below summarizes the renovation history for the communities, as provided by the housing office manager.

<b>Table A. Renovation History for NAPR Housing</b>				
<b>Address of Units Inspected</b>	<b>Style of Housing</b>	<b>Date of Const.</b>	<b>Date(s) of Renov.</b>	<b>Description of Renovation</b>
<b>Algodones</b>				
889C, 889E, 889F, 889G, 889H, 891A, 891D, 893B, 893C, 895A, 895B, 895C, 897A, 897B, 897D, 897F, 897G, 897H, and 899B	Two, Three, and Four Bedroom Apartment-Style Units	1960	1991	<ul style="list-style-type: none"> <li>● Installation of carpeting</li> <li>● Remodel bathrooms and kitchens</li> <li>● Replace doors and windows</li> </ul>

<b>Table A. Renovation History for NAPR Housing</b>				
<b>Address of Units Inspected</b>	<b>Style of Housing</b>	<b>Date of Const.</b>	<b>Date(s) of Renov.</b>	<b>Description of Renovation</b>
<b>Caribe Breeze</b>				
1A, 2C, 5B, 6B, 10D, 11A, 15A, 16B, 17C, 20A, 20B, 21B, 25C, 25A, 28A, 31B, 34B, 35A, 37A, 38B, 39C, 43B, and 47A American Circle 92A Saratoga Road 1B and 4B Point Cruz	Two, Three, and Four Bedroom Duplex Units	1974	2001 - 2003	<ul style="list-style-type: none"> <li>• Remove LBP and ACM</li> <li>• Repaint all walls inside and outside</li> <li>• Replace vinyl floor tile with ceramic tile</li> <li>• Replace A/C ductwork and central A/C units</li> <li>• Upgrade electrical systems</li> <li>• Replace entrance doors</li> <li>• Reconfigure outside storage areas and A/C mechanical rooms</li> <li>• Replace kitchen cabinets</li> <li>• Replace bathroom fixtures and tiles</li> <li>• Reconfigure master bedrooms and bathroom</li> <li>• Replace windows</li> <li>• Install ceiling fans</li> <li>• Replace carpeting in upstairs of 2-bedroom units</li> <li>•</li> </ul>
<b>Cascajo Point</b>				
6, 11, 16, 21, 24, 30, and 31 FDR Drive 6 Bataan Drive 5 and 14 San Jacinto Road 4, 7, and 13 Cowrens Drive 4, 5, 13, 14, 19, 26, 29, 30, and 43 Monterey Road 2, 5, 12, and 14 Cabot Lake	Two, Three and Four Bedroom Single Family Houses	1960	1998 - 2001	<ul style="list-style-type: none"> <li>• Remove LBP and ACM</li> <li>• Construct screened-in porches</li> <li>• Repaint all walls inside and outside</li> <li>• Replace vinyl floor tile with ceramic tile</li> <li>• Replace A/C ductwork and central A/C units</li> <li>• Upgrade electrical systems</li> <li>• Replace kitchen cabinets</li> <li>• Remodel laundry areas</li> <li>• Replace bathroom fixtures and tiles</li> <li>• Reconfigure master bedrooms and bathroom</li> <li>• Install ceiling fans</li> </ul>
<b>Coast Guard</b>				
1675, 1676, 1677, 1678, 1679, and 1680 Intrepid Street	Three and Four Bedroom Single Family Houses	1960	1989 - 1992	<ul style="list-style-type: none"> <li>• Replace floors tiles</li> <li>• Replace kitchen cabinets</li> <li>• Install central A/C</li> <li>• Replace aluminum jealousy windows with French type glass louvered windows</li> </ul>
<b>FDR Drive</b>				
1, 3, and 5 FDR Drive	Three Bedroom Single Family Houses	1960	1999 - 2000	<ul style="list-style-type: none"> <li>• Remove LBP and ACM</li> <li>• Replace carpeting</li> <li>• Repaint all walls inside and outside</li> <li>• Replace A/C ductwork</li> <li>• Reconfigure mechanical room</li> <li>• Upgrade electrical systems</li> <li>• Replace kitchen floors and cabinets</li> <li>• Remodel bathrooms including replace bathroom fixtures ( not 1 FDR)</li> <li>• Install ceiling fans</li> </ul>

Table A. Renovation History for NAPR Housing				
Address of Units Inspected	Style of Housing	Date of Const.	Date(s) of Renov.	Description of Renovation
<b>Manatee Bay</b>				
6 and 7 Intrepid Street 8, 11, 20, 36, 38, 49, 52, and 60 Ranger Road 2 and 20 Hancock Circle 4 and 15 Coral Sea Drive 3 and 18 Franklin Drive 8, 19, and 26 Hornet Road 3, 11, 21, 32, and 35 Yorktown Circle 67, 74, and 81 Lexington Drive	Two, Three and Four Bedroom Single Family Houses	1960	2001 - 2003	<ul style="list-style-type: none"> <li>• Remove LBP and ACM</li> <li>• Construct screened-in porches</li> <li>• Repaint all walls inside and outside</li> <li>• Replace vinyl floor tile with ceramic tile</li> <li>• Replace A/C ductwork and central A/C units</li> <li>• Upgrade electrical systems</li> <li>• Reconfigure kitchens and replace kitchen cabinets</li> <li>• Remodel laundry areas</li> <li>• Replace bathroom fixtures and tiles</li> <li>• Reconfigure master bedrooms and bathroom</li> <li>• Install ceiling fans</li> </ul>
<b>Mangrove Manor</b>				
11, 12, 19, 20, 31, 38, 50, 68, and 82 Saratoga Road 2, 11, and 17 Essex Drive 6 Ticonderoga Street 18, 25, 34, 41, and 54 Enterprise Drive 9, 26, 33, 46, and 47 Lexington Drive 6, 15, and 32 Wasp Circle 7 Bunker Hill Road	Two, Three and Four Bedroom Single Family Houses	1960	1989 - 1992	<ul style="list-style-type: none"> <li>• Same as Coast Guard</li> </ul>
<b>Rainbow Hill</b>				
2A, 4A, 4B, 5B, 7A, 8A, 10C, 13B, 14B, 15B, 16A, 18A, 19C, 20B, 22B, 23A, 24A, 27A, 28B, 29B, 32A, 33B, 34A, and 36A Nimitz Drive	Two, Three, and Four Bedroom Duplex and Apartment-Style Units	1975	1998 - 2001	<ul style="list-style-type: none"> <li>• Same as Caribe</li> </ul>

In accordance with Department of Housing and Urban Development (HUD) regulations, the Navy is required to inspect and assess NAPR Housing for LBP and LBP hazards and disclose the results of the inspection and assessment to the next owner. The risk assessment must occur no more than 12 months prior to property transfer. Because the housing units were constructed in 1960 and later, LBP hazards are not required to be abated before the sale of the properties.

Baker was unable to obtain previous LBP reports for the properties. It is not known whether LBP inspections and/or risk assessments were previously conducted.

Baker performed LBP inspections in 19 of 32 Algodones housing units, 26 of 136 Caribe Breeze housing units, 26 of 139 Cascajo Point housing units, all six Coast Guard housing units, all three FDR Drive housing units, 26 of 262 Manatee Bay housing units, 27 of 275 Mangrove Manor housing units, and 24 of 88 Rainbow Hill housing units in accordance with the Scope of Work. All of the units were vacant at the time of the inspections. The inspections were performed in accordance with federal regulations. Refer to Table C for a listing of LBP components identified.

Baker also performed LBP risk assessments in the same units in which LBP inspections were conducted. The risk assessments were performed in accordance with federal regulations. LBP hazards were only identified in the Algodones, Coast Guard, Manatee Bay, and Mangrove Manor housing communities, and include deteriorated LBP on various components and slightly elevated lead in dust on floors. Hazards related to friction surfaces, impact surfaces, chewable surfaces, and soil were not identified in these communities. No LBP hazard of any type was identified in the Caribe Breeze, Cascajo Point, FDR Drive, and Rainbow Hill housing communities. Table B summarizes the LBP-related issues for NAPR Housing housing. Tables 1-13 following the text of this report expand upon the information in this table.

<b>Table B. Summary of LBP Issues at NAPR Housing</b>		
<b>Community Addresses</b>	<b>Assessed Units</b>	<b>LBP-containing Components</b>
		<b>LBP Hazards</b>
<b>Algodones</b>		
889A-H 891A-D 893A-D 895A-D 897A-H 899A-D	889C, 889E, 889F, 889G, 889H, 891A, 891D, 893B, 893C, 895A, 895B, 895C, 897A, 897B, 897D, 897F, 897G, 897H, and 899B	None Identified
		Dust – Floors
<b>Caribe Breeze</b>		
1A-47B American Circle 84-92 Saratoga Road 1-4 Point Cruz	1A, 2C, 5B, 6B, 10D, 11A, 15A, 16B, 17C, 20A, 20B, 21B, 25C, 25A, 28A, 31B, 34B, 35A, 37A, 38B, 39C, 43B, and 47A American Circle 92A Saratoga Road 1B and 4B Point Cruz	Concrete Wall
		None Identified

<b>Table B. Summary of LBP Issues at NAPR Housing</b>		
<b>Community Addresses</b>	<b>Assessed Units</b>	<b>LBP-containing Components</b>
		<b>LBP Hazards</b>
<b>Cascajo Point</b>		
4-31 FDR Drive 1-8 Bataan Drive 1-20 San Jacinto Road 1-19 Cowrens Drive 1-55 Monterey Road 1-26 Cabot Lake	6, 11, 16, 21, 24, 30, and 31 FDR Drive 6 Bataan Drive 5 and 14 San Jacinto Road 4, 7, and 13 Cowrens Drive 4, 5, 13, 14, 19, 26, 29, 30, and 43 Monterey Road 2, 5, 12, and 14 Cabot Lake	None Identified
		None Identified
<b>Coast Guard</b>		
1675, 1676, 1677, 1678, 1679, and 1680 Intrepid Street	Same	Wood Ceiling, Wood Door Casing/Jamb/Stop, Wood Door, Wood Folding Door Casing, Wood Folding Door, Wood Shelf/Coat Rack, Wood Shelf/Shelf Support, Wood Sliding Door Casing, Wood Sliding Door, Concrete Wall, and Drywall Wall
		Deteriorated Paint – Wood Door Casing/Jamb/Stop Dust - Floors
<b>FDR Drive</b>		
1, 3, and 5 FDR Drive	Same	None Identified
		None Identified
<b>Manatee Bay</b>		
1-20 Intrepid Street 1-60 Ranger Road 1-28 Hancock Circle, 1-37 Coral Sea Drive 1-18 Franklin Drive 1-26 Hornet Road 1-54 Yorktown Circle 67-93 Lexington Drive	6 and 7 Intrepid Street 8, 11, 20, 36, 38, 49, 52, and 60 Ranger Road 2 and 20 Hancock Circle 4 and 15 Coral Sea Drive 3 and 18 Franklin Drive 8, 19, and 26 Hornet Road 3, 11, 21, 32, and 35 Yorktown Circle 67, 74, and 81 Lexington Drive	None Identified
		Dust – Floors
<b>Mangrove Manor</b>		
1-82 Saratoga Road, 1-22 Essex Drive 1-12 Ticonderoga Street 1-60 Enterprise Drive 1-58 Lexington Drive 1-38 Wasp Circle 1-8 Bunker Hill Road	11, 12, 19, 20, 31, 38, 50, 68, and 82 Saratoga Road 2, 11, and 17 Essex Drive 6 Ticonderoga Street 18, 25, 34, 41, and 54 Enterprise Drive 9, 26, 33, 46, and 47 Lexington Drive 6, 15, and 32 Wasp Circle, 7 Bunker Hill Road	Wood Door Casing/ Jamb/Stop, Wood Door, Ceramic Exterior Wall, Wood Sliding Door, and Wood Window Sash
		Dust – Floors
<b>Rainbow Hill</b>		
1A-36B Nimitz Drive	2A, 4A, 4B, 5B, 7A, 8A, 10C, 13B, 14B, 15B, 16A, 18A, 19C, 20B, 22B, 23A, 24A, 27A, 28B, 29B, 32A, 33B, 34A, and 36A Nimitz Drive	None Identified
		None Identified

**Table B. Summary of LBP Issues at NAPR Housing**

**For NAPR Housing:**

**Actions:**

1) Test the components in/on the remaining 804 units that were not inspected for LBP, determine which components contain LBP, and assess for LBP hazards,

**Or**

2) Assume all like components contain LBP and assess the other 804 units for LBP hazards

HUD requires that LBP hazards be abated in housing constructed prior to 1960. Because the housing units that were the subject of this study were reportedly constructed in 1960 or later, abatement of the identified LBP hazards is not required by HUD.

Control options are nevertheless listed below.

Control options for deteriorated LBP include:

- Paint Film Stabilization (considered an interim control)
- Encapsulation
- Enclosure
- Paint Removal
- Building Component Replacement

Control options for dust include:

- Dust Removal
- Cover Bare Soil

Control options for soil include:

- Plant Grass or Sod
- Cover with Mulch
- Pave Over
- Soil Removal

Other recommendations include: 1) The property transferee should be made aware of the presence of LBP and LBP hazards in the housing units, 2) Contractors who disturb LBP should comply with the requirements of the Puerto Rico Occupational Safety & Health Administration (OSHA) Lead Standard, which mirrors the federal OSHA standard (29 CFR 1926.62).

## 1.0 INTRODUCTION

The US Navy Engineering Field Activity Northeast contracted Baker to perform lead-based paint (LBP) inspections and LBP risk assessments in military family housing at Naval Activity Puerto Rico (NAPR), located near Ceiba, Puerto Rico. The work was performed so that the federal government can transfer the properties. The Navy is considered the owner of all properties referenced in this report. The work was performed in accordance with the Scope of Work: Lead-Based Paint Inspection and Risk Assessment, and Asbestos Survey For Residential Property Transfer, dated September 9, 2004, under Contract Number N62472-01-D-1440. Field work for the project was performed from January 5, 2005 to February 11, 2005.

The body of the report is followed by the following appendices that contain supporting data:

- Appendix A contains a map of NAPR that shows the locations of each of the housing communities, and floor plans of each style of housing unit that was inspected.
- Appendix B contains inspector training certificates, company licenses, and laboratory certificates of accreditation.
- Appendix C contains the Niton XRF Analyzer Performance Characteristic Sheet and XRF analyzer calibration data.
- Appendix D contains analytical laboratory reports.
- Appendix E contains photographs pertinent to the LBP inspection. A CD that includes all of these photographs accompanies this report.
- Appendix F contains paint, soil sample, dust sample, and building condition data.

While preparing this report, Baker consulted the following regulations, guidance documents and policies:

- 24 CFR 35, Subparts A, B, C and R -Department of Housing and Urban Development (HUD) LBP Requirements.

- 29 CFR 1926.62 -Occupational Safety and Health Administration (OSHA) Lead Construction Standard.
- 40 CFR 745, Subparts D, L, and Q -Environmental Protection Agency (EPA) LBP Requirements.
- 41 CFR 101-47 – General Services Administration Federal Property Management Regulations: Utilization and Disposal of Real Property.
- 15 United States Code 2680, 2681 and 2688 -Toxic Substances Control Act.
- Department of Defense (DoD) Base Realignment and Closure Act (BRAC) Policy on Asbestos, Lead Paint and Radon Policies at BRAC Properties (October 31, 1994).
- HUD Guidelines 1995: Chapters 5 and 7, 1997 Revision.
- American Society for Testing and Materials E-6 -Standards for Lead.
- EPA 747-R-95-001 *Residential Sampling for Lead: Protocols for Dust and Soil Sampling*, March 1995.
- Puerto Rico Environmental Quality Board (EQB) Lead Regulations.

## **1.1 Housing Community Overview**

NAPR housing was reportedly constructed between 1960 and 1975 and contains 962 two, three, and four-bedroom apartment style, duplex, and single family units. NAPR housing consists of eight communities: Algodones, Caribe Breeze, Cascajo Point, Coast Guard, FDR Drive, Manatee Bay, Mangrove Manor, and Rainbow Hill. Twenty-seven of the housing units in Manatee Bay are of original construction, while the remaining 935 units were renovated to varying degrees beginning in 1989. The square footage of the units ranges from 1023 to 2105 square feet. The concrete-framed buildings have concrete or ceramic exterior finishes. Interior walls are painted gypsum board and concrete. The units are generally in good condition.

Table C below summarizes the renovation history for the communities, as provided by the housing office manager.

<b>Table C. Renovation History for NAPR Housing</b>				
<b>Address of Units Inspected</b>	<b>Style of Housing</b>	<b>Date of Const.</b>	<b>Date(s) of Renov.</b>	<b>Description of Renovation</b>
<b>Algodones</b>				
889C, 889E, 889F, 889G, 889H, 891A, 891D, 893B, 893C, 895A, 895B, 895C, 897A, 897B, 897D, 897F, 897G, 897H, and 899B	Two, Three, and Four Bedroom Apartment-Style Units	1960	1991	<ul style="list-style-type: none"> <li>● Installation of carpeting</li> <li>● Remodel bathrooms and kitchens</li> <li>● Replace doors and windows</li> </ul>
<b>Caribe Breeze</b>				
1A, 2C, 5B, 6B, 10D, 11A, 15A, 16B, 17C, 20A, 20B, 21B, 25C, 25A, 28A, 31B, 34B, 35A, 37A, 38B, 39C, 43B, and 47A American Circle 92A Saratoga Road 1B and 4B Point Cruz	Two, Three, and Four Bedroom Duplex Units	1974	2001 - 2003	<ul style="list-style-type: none"> <li>● Remove LBP and ACM</li> <li>● Repaint all walls inside and outside</li> <li>● Replace vinyl floor tile with ceramic tile</li> <li>● Replace A/C ductwork and central A/C units</li> <li>● Upgrade electrical systems</li> <li>● Replace entrance doors</li> <li>● Reconfigure outside storage areas and A/C mechanical rooms</li> <li>● Replace kitchen cabinets</li> <li>● Replace bathroom fixtures and tiles</li> <li>● Reconfigure master bedrooms and bathroom</li> <li>● Replace windows</li> <li>● Install ceiling fans</li> <li>● Replace carpeting in upstairs of 2-bedroom units</li> </ul>
<b>Cascajo Point</b>				
6, 11, 16, 21, 24, 30, and 31 FDR Drive 6 Bataan Drive 5 and 14 San Jacinto Road 4, 7, and 13 Cowrens Drive 4, 5, 13, 14, 19, 26, 29, 30, and 43 Monterey Road 2, 5, 12, and 14 Cabot Lake	Two, Three and Four Bedroom Single Family Houses	1960	1998 - 2001	<ul style="list-style-type: none"> <li>● Remove LBP and ACM</li> <li>● Construct screened-in porches</li> <li>● Repaint all walls inside and outside</li> <li>● Replace vinyl floor tile with ceramic tile</li> <li>● Replace A/C ductwork and central A/C units</li> <li>● Upgrade electrical systems</li> <li>● Replace kitchen cabinets</li> <li>● Remodel laundry areas</li> <li>● Replace bathroom fixtures and tiles</li> <li>● Reconfigure master bedrooms and bathroom</li> <li>● Install ceiling fans</li> </ul>
<b>Coast Guard</b>				
1675, 1676, 1677, 1678, 1679, and 1680 Intrepid Street	Three and Four Bedroom Single Family Houses	1960	1989 - 1992	<ul style="list-style-type: none"> <li>● Replace floors tiles</li> <li>● Replace kitchen cabinets</li> <li>● Install central A/C</li> <li>● Replace aluminum jealously windows with French type glass louvered windows</li> </ul>
<b>FDR Drive</b>				
1, 3, and 5 FDR Drive	Three Bedroom Single Family Houses	1960	1999 - 2000	<ul style="list-style-type: none"> <li>● Remove LBP and ACM</li> <li>● Replace carpeting</li> <li>● Repaint all walls inside and outside</li> <li>● Replace A/C ductwork</li> <li>● Reconfigure mechanical room</li> <li>● Upgrade electrical systems</li> <li>● Replace kitchen floors and cabinets</li> <li>● Remodel bathrooms including replace bathroom fixtures ( not 1 FDR)</li> <li>● Install ceiling fans</li> </ul>

<b>Table C. Renovation History for NAPR Housing</b>				
<b>Address of Units Inspected</b>	<b>Style of Housing</b>	<b>Date of Const.</b>	<b>Date(s) of Renov.</b>	<b>Description of Renovation</b>
<b>Manatee Bay</b>				
6 and 7 Intrepid Street 8, 11, 20, 36, 38, 49, 52, and 60 Ranger Road 2 and 20 Hancock Circle 4 and 15 Coral Sea Drive 3 and 18 Franklin Drive 8, 19, and 26 Hornet Road 3, 11, 21, 32, and 35 Yorktown Circle 67, 74, and 81 Lexington Drive	Two, Three and Four Bedroom Single Family Houses	1960	2001 - 2003	<ul style="list-style-type: none"> <li>• Remove LBP and ACM</li> <li>• Construct screened-in porches</li> <li>• Repaint all walls inside and outside</li> <li>• Replace vinyl floor tile with ceramic tile</li> <li>• Replace A/C ductwork and central A/C units</li> <li>• Upgrade electrical systems</li> <li>• Reconfigure kitchens and replace kitchen cabinets</li> <li>• Remodel laundry areas</li> <li>• Replace bathroom fixtures and tiles</li> <li>• Reconfigure master bedrooms and bathroom</li> <li>• Install ceiling fans</li> </ul>
<b>Mangrove Manor</b>				
11, 12, 19, 20, 31, 38, 50, 68, and 82 Saratoga Road 2, 11, and 17 Essex Drive 6 Ticonderoga Street 18, 25, 34, 41, and 54 Enterprise Drive 9, 26, 33, 46, and 47 Lexington Drive 6, 15, and 32 Wasp Circle 7 Bunker Hill Road	Two, Three and Four Bedroom Single Family Houses	1960	1989 - 1992	<ul style="list-style-type: none"> <li>• Same as Coast Guard</li> </ul>
<b>Rainbow Hill</b>				
2A, 4A, 4B, 5B, 7A, 8A, 10C, 13B, 14B, 15B, 16A, 18A, 19C, 20B, 22B, 23A, 24A, 27A, 28B, 29B, 32A, 33B, 34A, and 36A Nimitz Drive	Two, Three, and Four Bedroom Duplex and Apartment-Style Units	1975	1998 - 2001	<ul style="list-style-type: none"> <li>• Caribe Breeze</li> </ul>

Floor plans of the housing units are included in Appendix A, and exterior photographs are presented in Appendix E.

## 2.0 LEAD-BASED PAINT INSPECTION

### 2.1 Regulatory Background

NAPR Housing units are federal properties and are subject to federal regulations. The DoD recognizes that the Residential Lead-Based Paint Hazard Reduction Act governs LBP activities in DoD residential housing. The Act, commonly known as Title X of the Housing and Residence Development Act of 1992 (42 United States Code 4822), requires federal departments and agencies to address lead hazards in residential properties. The following table identifies the salient sections of Title X.

<b>Table D. Lead-Based Paint Hazard Reduction Act (Title X)</b>	
<b>Section Number</b>	<b>Regulatory Requirement</b>
402	Train and certify people involved in LBP activities
403	Create provisions for developing regulations for identifying LBP hazards in residential property, including standards for dust and soil
1013	Inspect and abate LBP hazards in all federally owned target housing constructed prior to 1960 when transferring property. Inspect all federally owned target housing constructed between 1960-1977 for LBP and LBP hazards when transferring property
1012 and 1013	Directs HUD to issue regulations requiring LBP inspections, risk assessments and interim controls and abatement of LBP hazards in federally owned target housing and target housing receiving federal assistance when transferring property
1018	Disclose known LBP and LBP hazards before sale or lease of federally owned and federally assisted housing

HUD and the EPA developed regulations to implement Title X. The implementing regulations are 24 CFR 35 and 40 CFR 745. Within 24 CFR 35, Subpart A describes disclosure responsibilities, Subpart B provides definitions and establishes programs, Subpart C addresses federal property transfers and Subpart R establishes methods and standards for assessing LBP hazards. Within 40 CFR 745, Subpart D provides information on identifying dangerous levels of lead and Subpart L establishes the HUD guidelines as the criteria for performing risk assessments and creating risk assessment reports.

Baker reviewed BRAC policy and HUD regulations to identify the requirements for transferring properties with LBP. Based on the review of the information, the Navy is not required to abate LBP hazards at NAPR Housing, or insure that the purchaser abates LBP hazards prior to use as

target housing. However, the Navy is required to disclose all knowledge of LBP and LBP hazards at NAPR Housing to any bidders or transferees. This report should be given to parties interested in NAPR Housing and will serve as the disclosure vehicle. The results of the LBP inspection and LBP risk assessment should be incorporated into the Environmental Baseline Survey of NAPR Housing. The LBP inspection and risk assessment should be referenced in the Findings of Suitability for Transfer as well as the deed or contract for sale of NAPR Housing.

The Puerto Rico EQB requires licensing of firms and individuals involved in inspection, assessment, and abatement of LBP. It also requires notification and permitting procedures for LBP abatement projects.

HUD regulations were followed for the disposition of residential property owned by a federal agency other than HUD. Puerto Rico EQB and/or EPA-accredited LBP Inspectors/Risk Assessors performed all work for this project.

## **2.2 Methodology**

This LBP inspection involved testing paint for lead using an x-ray fluorescence (XRF) analyzer. According to EPA and HUD guidelines, XRF testing is an acceptable technology to determine the concentration of lead in paint. Baker subcontracted the services of Environmental Development and Sustainability, Inc. (EDS) of Catano, Puerto Rico to conduct the XRF testing. Baker is located at 100 Airside Drive, Moon Township, Pennsylvania, 15108, telephone number (412) 269-6300. EDS is located at Las Nereidas St., Cond. Bahia Court, #1, Catano, Puerto Rico, 00962, telephone number (787) 788-7644. Mr. Ramon E. Ramirez and Mr. Jose Marquez, EPA/Puerto Rico EQB certified Inspectors/Risk Assessors, performed the XRF testing at Baker's direction using a Niton XRF spectrum analyzer Model Number XL-309. The analyzer has a Performance Characteristic Sheet (PCS) that defines the parameters for its use in the field; a copy of the PCS is included in Appendix C. XRF testing results by housing unit are included in Appendix F. XRF results are reported in milligrams of lead per square centimeter ( $\text{mg}/\text{cm}^2$ ). According to federal and Puerto Rico EQB regulations, paint is considered lead based when XRF test results equal or exceed  $1.0 \text{ mg}/\text{cm}^2$ .

Each testing combination in each room equivalent was tested for lead. A room equivalent refers to a distinct room (e.g., Kitchen, Bedroom 1), while a testing combination refers to a given room, component, and substrate combination (e.g., kitchen, window sash, wood). With the exception of walls, one reading was taken on each testing combination in each room equivalent. Four readings were collected from the walls in each room equivalent, one from each wall. For each housing unit, testing combinations, paint colors, paint conditions, location(s), approximate quantities (if positive and in fair or poor condition), and XRF readings were recorded. For simplicity, all readings that were less than 0.1 mg/cm<sup>2</sup> were recorded as 0.0 mg/cm<sup>2</sup>.

The identification of walls for a given room is as follows: Wall 1 is the wall that is located on the street side of the room, when in the room looking toward the street. Walls 2, 3, and 4 are the walls that are present going clockwise from Wall 1.

### 2.3 Selecting Units for Inspections

Per the Scope of Work, ACM inspections were performed in 19 of 32 Algodones housing units, 26 of 136 Caribe Breeze housing units, 26 of 139 Cascajo Point housing units, all six Coast Guard housing units, all three FDR Drive housing units, 26 of 262 Manatee Bay housing units, 27 of 275 Mangrove Manor housing units, and 24 of 88 Rainbow Hill housing units. NAPR Housing units selected for LBP inspection were chosen randomly. Units selected for LBP inspection are listed in Table E below. All units were vacant at the time of the inspections.

<b>Table E. Units Selected for LBP Inspection at NAPR Housing</b>	
<b>Address</b>	<b>Date Inspected</b>
<b>Algodones</b>	
889C	February 1, 2005
889E	February 1, 2005
889F	February 2, 2005
889G	February 2, 2005
889H	February 7, 2005
891A	February 3, 2005
891D	February 3, 2005
893B	February 3, 2005
893C	February 4, 2005
895A	February 4, 2005
895B	February 4, 2005
895C	February 4, 2005

<b>Table E. Units Selected for LBP Inspection at NAPR Housing</b>	
<b>Address</b>	<b>Date Inspected</b>
<b>Algodones</b>	
897A	February 7, 2005
897B	February 2, 2005
897D	February 2, 2005
897F	February 2, 2005
897G	February 2, 2005
897H	February 2, 2005
899B	February 1, 2005
<b>Caribe Breeze</b>	
1A American Circle	January 5, 2005
2C American Circle	January 9, 2005
5B American Circle	January 7, 2005
6B American Circle	January 7, 2005
10D American Circle	January 10, 2005
11A American Circle	January 10, 2005
15A American Circle	January 10, 2005
16B American Circle	January 10, 2005
17C American Circle	January 11, 2005
20A American Circle	January 11, 2005
20B American Circle	January 11, 2005
21B American Circle	January 12, 2005
24C American Circle	January 12, 2005
25A American Circle	January 12, 2005
28A American Circle	January 12, 2005
31B American Circle	January 12, 2005
34B American Circle	January 13, 2005
35A American Circle	January 13, 2005
37A American Circle	January 13, 2005
38B American Circle	January 14, 2005
39C American Circle	January 14, 2005
43B American Circle	January 14, 2005
47A American Circle	January 17, 2005
92A Saratoga Drive	January 17, 2005
1B Point Cruz	January 17, 2005
4B Point Cruz	January 17, 2005
<b>Casajo Point</b>	
6 FDR Drive	January 20, 2005
11 FDR Drive	January 20, 2005
16 FDR Drive	January 20, 2005
21 FDR Drive	January 20, 2005
24 FDR Drive	January 20, 2005
30 FDR Drive	January 21, 2005
31 FDR Drive	January 21, 2005
6 Bataan Drive	January 20, 2005
5 San Jacinto Road	January 27, 2005
14 San Jacinto Road	January 25, 2005
4 Cowrens Drive	January 21, 2005
7 Cowrens Drive	January 24, 2005
13 Cowrens Drive	January 24, 2005

<b>Table E. Units Selected for LBP Inspection at NAPR Housing</b>	
<b>Address</b>	<b>Date Inspected</b>
<b>Cascajo Point</b>	
4 Monterey Road	January 26, 2005
5 Monterey Road	January 26, 2005
13 Monterey Road	January 26, 2005
14 Monterey Road	January 27, 2005
19 Monterey Road	January 27, 2005
26 Monterey Road	January 27, 2005
29 Monterey Road	January 27, 2005
30 Monterey Road	January 27, 2005
43 Monterey Road	January 27, 2005
2 Cabot Lake	January 24, 2005
5 Cabot Lake	January 24, 2005
12 Cabot Lake	January 24, 2005
14 Cabot Lake	January 27, 2005
<b>Coast Guard</b>	
1675 Intrepid Street	January 31, 2005
1676 Intrepid Street	January 31, 2005
1677 Intrepid Street	February 1, 2005
1678 Intrepid Street	February 5, 2005
1679 Intrepid Street	February 5, 2005
1680 Intrepid Street	January 31, 2005
<b>FDR Drive</b>	
1 FDR Drive	January 19, 2005
3 FDR Drive	January 21, 2005
5 FDR Drive	January 19, 2005
<b>Manatee Bay</b>	
6 Intrepid Street	January 6, 2005
7 Intrepid Street	January 7, 2005
8 Ranger Road	January 7, 2005
11 Ranger Road	January 7, 2005
20 Ranger Road	January 10, 2005
36 Ranger Road	January 11, 2005
38 Ranger Road	January 10, 2005
49 Ranger Road	January 10, 2005
52 Ranger Road	January 10, 2005
60 Ranger Road	January 11, 2005
2 Hancock Circle	January 11, 2005
20 Hancock Circle	January 11, 2005
4 Coral Sea Drive	January 12, 2005
15 Coral Sea Drive	January 12, 2005
3 Franklyn Drive	January 12, 2005
18 Franklyn Drive	January 12, 2005
8 Hornet Road	January 13, 2005
19 Hornet Road	January 13, 2005
26 Hornet Road	January 13, 2005
3 Yorktown Circle	January 14, 2005
11 Yorktown Circle	January 14, 2005
21 Yorktown Circle	January 14, 2005
32 Yorktown Circle	January 14, 2005

**Table E. Units Selected for LBP Inspection at NAPR Housing**

Address	Date Inspected
<b>Manatee Bay</b>	
35 Yorktown Circle	January 17, 2005
67 Lexington Drive	January 18, 2005
74 Lexington Drive	January 18, 2005
81 Lexington Drive	January 18, 2005
<b>Mangrove Manor</b>	
11 Saratoga Road	January 19, 2005
12 Saratoga Road	January 19, 2005
19 Saratoga Road	January 19, 2005
20 Saratoga Road	January 19, 2005
31 Saratoga Road	January 20, 2005
38 Saratoga Road	January 20, 2005
50 Saratoga Road	January 20, 2005
68 Saratoga Road	January 20, 2005
82 Saratoga Road	January 21, 2005
2 Essex Drive	January 21, 2005
11 Essex Drive	January 21, 2005
17 Essex Drive	January 21, 2005
6 Ticonderoga Road	January 24, 2005
18 Enterprise Drive	January 24, 2005
25 Enterprise Drive	January 24, 2005
34 Enterprise Drive	January 24, 2005
41 Enterprise Drive	January 25, 2005
54 Enterprise Drive	January 25, 2005
9 Lexington Drive	January 25, 2005
26 Lexington Drive	January 26, 2005
33 Lexington Drive	January 26, 2005
46 Lexington Drive	January 26, 2005
47 Lexington Drive	January 26, 2005
6 Wasp Circle	January 26, 2005
15 Wasp Circle	January 27, 2005
32 Wasp Circle	January 27, 2005
7 Bunker Hill Road	January 27, 2005
<b>Rainbow Hill</b>	
2A Nimitz Drive	January 27, 2005
4A Nimitz Drive	January 28, 2005
4B Nimitz Drive	January 28, 2005
5B Nimitz Drive	January 28, 2005
7A Nimitz Drive	January 28, 2005
8A Nimitz Drive	January 28, 2005
10C Nimitz Drive	January 31, 2005
13B Nimitz Drive	January 31, 2005
14B Nimitz Drive	January 31, 2005
15B Nimitz Drive	January 31, 2005
16A Nimitz Drive	February 1, 2005
18A Nimitz Drive	February 1, 2005
19C Nimitz Drive	February 1, 2005
20B Nimitz Drive	February 1, 2005
22B Nimitz Drive	February 2, 2005

Table E. Units Selected for LBP Inspection at NAPR Housing	
Address	Date Inspected
<b>Rainbow Hill</b>	
23A Nimitz Drive	February 2, 2005
24A Nimitz Drive	February 2, 2005
27A Nimitz Drive	February 2, 2005
28B Nimitz Drive	February 3, 2005
29B Nimitz Drive	February 3, 2005
32A Nimitz Drive	February 3, 2005
33B Nimitz Drive	February 3, 2005
34A Nimitz Drive	February 4, 2005
36A Nimitz Drive	February 4, 2005

#### 2.4 Disclaimer

The presence or absence of LBP applies only to tested surfaces on the date of the field visit. It should be noted that conditions might change due to vandalism, deterioration or maintenance activities. Ongoing monitoring by the owner or transferee is necessary. The concentration of lead in paint that renders it a LBP is not relevant for worker protection concerns during construction or maintenance work. When workers disturb paint that contains any level of lead (determined by a valid test method), Puerto Rico OSHA requires adherence to its Lead Standard.

#### 2.5 Results

Baker performed LBP inspections in 19 of 32 Algodones housing units, 26 of 136 Caribe Breeze housing units, 26 of 139 Cascajo Point housing units, all six Coast Guard housing units, all three FDR Drive housing units, 26 of 262 Manatee Bay housing units, 27 of 275 Mangrove Manor housing units, and 24 of 88 Rainbow Hill housing units. Baker's inspection identified LBP on several types of components in the Caribe Breeze, Coast Guard, and Mangrove Manor housing communities. LBP was not identified in the Algodones, Cascajo Point, FDR Drive, Manatee Bay, and Rainbow Hill housing communities. Complete surface-by-surface results for the XRF testing are included in Appendix F. Table B in the Executive Summary also provides a list of the positive components in the Caribe Breeze, Coast Guard, and Mangrove Manor housing communities. A summary of the number of positive and negative XRF readings by component for the housing units in which testing was conducted is included in Tables 1–8 following the text of this report. A list of the components that should be assumed to be coated with LBP in the NAPR Housing units that were not tested is included in Table 9 following the text of this report. Photographs of components coated in LBP are presented in Appendix E.

### **3.0 LEAD-BASED PAINT RISK ASSESSMENT**

#### **3.1 Regulatory Background**

Section 2.1 of this report addresses the regulatory background of LBP in the United States.

#### **3.2 Methodology**

This LBP risk assessment involved a visual inspection of the units as well as the collection of environmental samples of dust and soil for laboratory analysis. The visual inspection also included a building condition assessment including observation for the presence of holes or cracks in the roof, missing exterior siding, foundation cracks, etc. Building condition forms are included in Appendix F.

Mr. Mark Zetts and Mr. Michael Arthur, EPA-certified Risk Assessors, conducted the visual assessment and directed the collection of environmental samples. Mr. Zetts and Mr. Arthur were assisted by Mr. Ramirez and Mr. Marquez of EDS, who are Puerto Rico EQB / EPA-certified Risk Assessors. Copies of training certificates are included in Appendix B. The methodologies for the environmental sampling performed in support of the risk assessment are discussed below.

During the LBP inspection, painted components were analyzed for lead using an XRF analyzer as stated in Section 2.2. In addition, Baker collected dust wipe samples, dust vacuum samples (where carpets instead of hard floors were present), and soil samples in accordance with HUD and EPA protocols. Dust wipe samples were collected from floors only. The housing units did not have window sills. Field blanks (1 per 20 wipe samples) were also collected and submitted for laboratory analysis. All samples were submitted with chain of custody documentation to Schneider Laboratories, Inc. for lead analysis by EPA Method 3050B/7420.

When bare soil was present, Baker collected composite soil samples. No bare soil was present at Algodones. One composite sample was collected from the children's play area (if present), one was collected from the building's dripline, and one was collected from any other areas of the yard, referred to as "mid-yard." Baker calculated the arithmetic mean of the dripline composite sample and the mid-yard composite sample to represent a yard average. Children's play area composite samples were reported separately.

Schneider Laboratories analyzed the dust wipe and soil samples using EPA method 3050B/7420. Schneider Laboratories is fully accredited for lead analysis under the National Lead Laboratory Accreditation Program. Laboratory certifications are presented in Appendix B. Laboratory reports for dust wipe and soil samples are included in Appendix D. Summaries of dust wipe, dust vacuum, and soil sample results by housing unit are presented in Appendix F.

### **3.3 Selecting Units for Assessment**

The same units that were selected for LBP inspection were also selected for LBP risk assessment.

### **3.4 Summary of Hazards**

Based on federal regulations, a lead hazard exists when one or more of the following conditions exist:

- LBP on a component is deteriorated.
- LBP is present on a friction surface, the LBP shows signs of abrasion, and lead levels in dust on nearest horizontal surface underneath the friction surface exceed dust-lead hazard standards ( $40 \mu\text{g}/\text{ft}^2$  for floors;  $250 \mu\text{g}/\text{ft}^2$  for windowsills).
- LBP is present on an impact surface, the LBP is damaged/deteriorated, and the damage is caused by impact of a related building component.
- LBP is present on a chewable surface and teeth marks are evident.
- Lead in floor dust wipe samples equals or exceeds 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ).
- Lead in interior window sill dust wipe samples equals or exceeds  $250 \mu\text{g}/\text{ft}^2$ .

- Lead in bare soil play area samples equals or exceeds 400 part per million (ppm).
- Lead in bare soil samples equals or exceeds 1,200 ppm as a yard average.

Table F summarizes the LBP hazards identified within NAPR Housing. For additional details on LBP hazards, see Tables 10-13 following the text of the report. Floor plans of typical units are presented in Appendix A. Photographs of typical LBP hazards are presented in Appendix E.

<b>Table F. LBP Hazards Identified in LBP Risk Assessed Units at NAPR Housing</b>				
<b>Address</b>	<b>Hazard / Deteriorated LBP Component</b>	<b>Location</b>	<b>Condition</b>	<b>Quantity</b>
<b>Algodones</b>				
889F	Dust - Floor	Hall 2 Floor	NA	NA
<b>Coast Guard</b>				
1676 Intrepid Street	Wood Door Casing/Jamb/Stop	BR3	Fair	1
1677 Intrepid Street		ST/ME		1
1680 Intrepid Street		BR3, Laundry, and ST/ME		3
1678 Intrepid Street		Dust - Floor		Bath 1 and Kitchen
<b>Manatee Bay</b>				
7 Intrepid Street	Dust - Floor	Bath 2	NA	NA
<b>Mangrove Manor</b>				
68 Saratoga Road	Dust - Floor	Bath 1 - Floor	NA	NA
25 Enterprise Drive		Bath 1, DR - Floor		
6 Wasp Circle		Hall - Floor		

No LBP hazards related to friction surfaces, impact surfaces, chewable surfaces, or soil were identified in the communities in Table F above. No LBP hazard of any type was identified in the Caribe Breeze, Cascajo Point, FDR Drive, and Rainbow Hill housing communities.

Implementation of one of the following two options is recommended for identifying LBP hazards that may exist at the NAPR Housing units that were not inspected:

- Test the components in the remaining 804 units that were not inspected for LBP, and identify all LBP hazards that are present.
- Assume all like components in the untested units contain LBP, and identify all LBP hazards that are present.

Although not required due to the age of NAPR Housing, control options for deteriorated LBP include:

- Paint Film Stabilization (considered an interim control)
- Encapsulation
- Enclosure
- Paint Removal
- Building Component Replacement

Control options for dust include:

- Dust Removal
- Cover Bare Soil

Control options for soil include:

- Plant Grass or Sod
- Cover with Mulch
- Pave Over
- Soil Removal

Other recommendations include:

- 1) The property transferee should be made aware of the presence of LBP and LBP hazards in the housing units.
- 2) Contractors who disturb LBP should comply with the requirements of the Puerto Rico Occupational Safety & Health Administration (OSHA) Lead Standard, which mirrors the federal OSHA standard (29 CFR 1926.62).

**Exhibit H**

**Lead-Based Paint Hazards Advisory Statement**

**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 II - Capehart, Naval Activity Puerto Rico, Ceiba, Puerto Rico* representing the best information available to the Government as to the presence of Lead-Based Paint and Lead-Based Paint hazards for the non-residential buildings covered by this Transfer. I have also received the *Final Lead-Based Paint Inspection/Risk Assessment Report for Military Family Housing, Naval Activity Puerto Rico, Ceiba, Puerto Rico* representing the best information available to the Government as to the presence of Lead-Based Paint and Lead-Based Paint hazards for the residential 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**  
**Responses to Comments**

**Navy Responses to U.S. Environmental Protection Agency (EPA) Comments**  
**Draft Finding of Suitability to Transfer**  
**Sale Parcel II - Capehart**

EPA Comment 1:

EPA does not fully agree with the statement given in Section 5.0.F (Environmental Compliance Agreements/Permits/Orders) of the FOST that "...there are no RCRA obligations related to the Subject Property at this time. EPA considers certain requirements of the January 2007 RCRA Consent Order between the Navy and EPA to be applicable to the Subject Property, including, among others, those given in: a) Paragraph 26 "Notification and Additional Work Requirements for Newly Discovered Releases"; Paragraph 27.H) "Imminent and Substantial Endangerment due to Solid Waste or Hazardous Waste"; and all of Section XVI (Record Retention).

Navy response:

The text of Section 5.F. has been revised to state the following:

*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 apply to the Subject Property including notification and additional work requirements for newly discovered releases, other notification requirements, and record retention requirements. There are no other environmental compliance agreements, permits, or orders associated with the Subject Property.*

EPA Comment 2:

References - the January 2007 Administrative Order on Consent should be listed in the reference section.

Navy response:

The January 2007 Administrative Order on Consent has been added to the list of references in Exhibit A.

**EXHIBIT "E"**

**DEPARTMENT OF DEFENSE INSTRUCTION 4165.72**

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HMB



# Department of Defense INSTRUCTION

NUMBER 4165.72  
December 21, 2007

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USD(AT&L)

SUBJECT: Real Property Disposal

- References:
- (a) DoD Directive 4165.6, "Real Property," October 13, 2004
  - (b) DoD Directive 4275.5, "Acquisition and Management of Industrial Resources," October 6, 1980
  - (c) DoD Instruction 4165.69, "Realignment of DoD Sites Overseas," April 6, 2005
  - (d) DoD Directive 5110.4, "Washington Headquarters Services (WHS)," October 19, 2001
  - (e) through (v), see Enclosure 1

## 1. PURPOSE

This Instruction:

- 1.1. Implements policy and assigns responsibility pursuant to Reference (a) for the disposal of real property.
- 1.2. Re-delegates various statutory and regulatory authorities and responsibilities relating to real property disposal.

## 2. APPLICABILITY AND SCOPE

This Instruction:

- 2.1. Applies to the Office of the Secretary of Defense, the Military Departments (including their Reserve components), the Office of the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Office of the Inspector General of the Department of Defense, the Defense Agencies, the DoD Field Activities, and all other organizational entities in the Department of Defense (hereafter referred to collectively as the "DoD Components").
- 2.2. Applies to all DoD real property holdings except:
  - 2.2.1. Civil works projects.

*gsp*  
*mfp*

2.2.2. The acquisition and management of defense industrial plants that are governed by DoD Directive 4275.5 (Reference (b)).

2.3. Does not apply to DoD real property holdings:

2.3.1. Disposed of pursuant to a base closure law, except for paragraphs 5.1.2., 5.5., 5.8., 5.9., 5.10., and 5.11., which do apply.

2.3.2. Outside the United States with regard to those provisions of law not having extraterritorial application. (See DoD Instruction 4165.69 (Reference (c))).

### 3. DEFINITIONS

3.1. Consistent with DoD Directive 5110.4 (Reference (d)), for purposes of the Pentagon Reservation, Washington Headquarters Services shall be considered a Military Department and its Director the secretary thereof.

3.2. Other terms used in this Instruction are defined in Joint Publication 1-02 (Reference (e)) and section 101 of title 10, United States Code (U.S.C.) (Reference (f)).

### 4. RESPONSIBILITIES

4.1. The Under Secretary of Defense for Acquisition, Technology, and Logistics (USD(AT&L)) shall establish overarching guidance and procedures regarding the disposal of real property.

4.2. The Deputy Under Secretary of Defense for Installations and Environment (DUSD(I&E)), under the USD(AT&L):

4.2.1. Shall provide additional guidance and procedures for the implementation of DoD real property disposal policy and this Instruction.

4.2.2. Is hereby re-delegated, with authority to re-delegate, all those authorities and responsibilities delegated or re-delegated, as the case may be, to the USD(AT&L) under paragraph 5.1.3. of Reference (a) that relate to the disposal of real property.

4.3. The Secretaries of the Military Departments shall:

4.3.1. Establish programs and procedures to dispose of real property that conform with applicable law and the policies, guidance, and procedures provided by and pursuant to Reference (a) and this Instruction.

4.3.2. Accurately inventory and account for the real property under their jurisdiction, management, and control in accordance with DoD Instruction 4165.14 (Reference (g)).

4.4. The Heads of the DoD Components shall:

4.4.1. Ensure compliance with this Instruction.

4.4.2. Provide, within 45 days after a Military Department gives notice of the availability of real property for which a DoD Component has a requirement, a firm commitment to take real property accountability for the property in the case of a Military Department, or a firm commitment from a Combatant Command, Defense Agency, or DoD Field Activity that it requires the property and has secured the agreement of a Military Department to accept real property accountability for the property. A Combatant Command, Defense Agency, or DoD Field Activity that is supported by a specific Military Department for its real property requirements will communicate its requirements through that Military Department.

## 5. PROCEDURES

5.1. Disposal of Real Property. The programs of the Military Departments shall ensure that, after screening with the other DoD Components, real property for which there is no foreseeable military requirement, either in peacetime or for mobilization, and for which the Department of Defense does not have disposal authority, is promptly reported for disposal to the General Services Administration (GSA), or the Department of the Interior in the case of land withdrawals, in accordance with applicable regulations of those agencies.

5.1.1. Real property may be transferred, at no cost, among the Armed Forces, including the Coast Guard, pursuant to section 2696 of title 10, U.S.C. (Reference (h)). Subject to the authority, direction, and control of the Secretary of Defense with regard to the DoD Components, this transfer authority cannot be precluded, directly or indirectly, by any regulatory, program, or policy restrictions issued by any agency or official within the Executive Branch of the Federal Government.

5.1.2. Subject to Reference (h), ensure compliance with part 373 of title 40, Code of Federal Regulations (CFR), "Reporting Hazardous Substance Activity When Selling or Transferring Federal Real Property" (Reference (i)).

5.1.3. Subject to Reference (h), ensure compliance with the Federal Management Regulation (Reference (j)) dealing with real property disposal, part 102-75 of title 41, CFR.

5.1.4. Ensure compliance with chapter 6 of volume 4 of the DoD Financial Management Regulations, DoD 7000.14-R (Reference (k)) relating to valuation of property assets.

5.1.5. Until such time during the disposal process that GSA assumes such responsibility, the holding Military Department will ensure compliance with the McKinney-Vento Homeless Assistance Act, as amended, section 11411 of title 42, U.S.C., (Reference (l)) with regard to

identifying unutilized, underutilized, excess, or surplus property that may be suitable for use by the homeless.

5.1.6. Disposal of real property may include disposing of associated interests in real property such as authorized by section 2668a of title 10, U.S.C. (Reference (m)), including those needed to comply with the requirements of the National Historic Preservation Act, section 470 et seq. of title 16, U.S.C. (Reference (n)).

5.1.7. In the case of withdrawn lands not accepted back by the Department of the Interior, always address disposition of mineral rights during the disposal process. (See part 2720 of title 43, CFR (Reference (o))).

5.1.8. For granting uses of real property such as outgrants, see DoD Instruction 4165.70 (Reference (p)).

5.1.9. Before disposing of real property containing floodplains or wetlands, ensure compliance with Executive Orders 11988 and 11990 (References (q) and (r), respectively).

5.2. Mobilization Requirements. Real property may be held solely to meet a mobilization requirement.

5.2.1. Such property may be made available for interim use in one of the following ways, provided it will not involve modifying the property in a manner that would prevent its timely use in meeting its mobilization requirements:

5.2.1.1. By permit to another Government agency.

5.2.1.2. By outgranting by license, easement, or lease.

5.2.1.3. By declaring it as excess to GSA for disposal subject to adequate provisions for recapture in accordance with existing regulations, instructions, and statutes.

5.2.2. Any property subject to interim use in accordance with paragraphs 5.2.1.1. and 5.2.1.2. shall have a provision in the granting document requiring immediate return of the property, without cost to the Department of Defense, upon the demand of the holding Military Department, after it determines the property is required for mobilization.

5.3. Release of Reverter and Reuse Rights and of Covenants. The release of reverter and emergency reuse (recapture) rights and of covenants retained by the Government may be effected in response to a petition from the current owner to the Secretary of Defense through the original Federal grantor agency, such as the Departments of Interior, Health and Human Services, Housing and Urban Development, and Education; the Federal Aviation Administration; or GSA; if there is no current requirement for the right or covenant by any of the Military Departments.

5.3.1. Upon notification by DUSD(I&E) that such a petition has been received, the holding Military Department shall review:

5.3.1.1. In the case of reverter or reuse rights, plans covering contemplated use of the facility in light of the current and projected physical condition of the improvements.

5.3.1.2. In the case of a covenant, the original reason for the covenant, State regulatory concurrence if applicable, and changed circumstances.

5.3.2. The holding Military Department shall also notify the other DoD Components that the reverter or reuse rights it has reserved may be extinguished and request they provide, within 45 days, their objections, if any, to the release of such rights along with their rationale for objecting.

5.3.3. The holding Military Department:

5.3.3.1. If it was not the grantor agency, shall then make a recommendation to DUSD(I&E) as to whether the reverter or reuse rights or the covenant should be extinguished.

5.3.3.2. If it was the grantor agency and intends to extinguish the reverter or reuse rights or the covenant, shall advise DUSD(I&E) of its intention and wait 15 days before taking further action.

5.3.4. DUSD(I&E) shall, in the case of paragraph 5.3.3.1., then provide the position of the Department of Defense to the Federal grantor agency as to whether the reverter or reuse rights or the covenant should be extinguished.

5.4. Environmental Impacts. The holding Military Department shall accomplish any environmental analysis, including of the environmental condition of the property, required by law or its regulations prior to disposing of property, whether the disposal is done directly or by transfer to another agency for disposal or reuse.

5.5. Clauses Under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), section 9620(h) of title 42, U.S.C., (Reference (s)).

5.5.1. Reference (s) provides an exception to the prohibitions of the Anti-Deficiency Act by allowing the commitment of a future unfunded obligation, namely the potential return of the United States to conduct a remedial action on former DoD properties. The Department of Defense has no authority to increase or decrease the commitments directed to be provided by section 120(h).

5.5.2. Any deed transferring title to real property shall contain, to the extent they are required by law, the notices, descriptions, assurances, access rights, warranties, and covenants (collectively referred to as "120(h) clauses" in this Instruction) specified in Reference (s) as provided by this Instruction. The 120(h) clauses contained in this Instruction shall not be

inserted into any other real property transfer documents other than a deed transferring real property, nor shall any other versions of such clauses be inserted into such other documents.

5.5.2.1. Such 120(h) clauses:

5.5.2.1.1. Ensure compliance with Reference (s) when a DoD Component transfers real property to a non-Federal entity.

5.5.2.1.2. Provide uniformity in transaction documents.

5.5.2.1.3. Ensure the liability of the United States is not increased beyond that provided by law.

5.5.2.1.4. Ensure the commitments made by the United States to non-Federal recipients of DoD real property are not less than those required to be provided by Reference (s).

5.5.2.2. Such 120(h) clauses shall contain without change or limitation the applicable language provided in Enclosure 2. Changes or limitations to the language provided in Enclosure 2 are only authorized with the prior written approval of DUSD(I&E).

5.5.2.3. This paragraph 5.5. has limited application:

5.5.2.3.1. It addresses the provision of 120(h) clauses under Reference (s). It does not address all obligations under Reference (s). (See paragraph 5.1.2., for example.)

5.5.2.3.2. Not all property transfers are subject to this paragraph:

5.5.2.3.2.1. Only those transfers by deed (or other agreement in the case of section 120(h)(3)(C)(ii) assurances), i.e., transfer of title outside of the Federal Government, are subject to these 120(h) clauses. Leases and easements are not a transfer of title.

5.5.2.3.2.2. Only those transfers of title that occurred after the enactment of the relevant provisions of paragraphs 120(h)(3) and (4) of Reference (s) would be subject to its provisions relating to 120(h) clauses. For instance, a formerly used defense site transferred before the date of enactment of sections 120(h)(3) and (4) would not have had the 120(h) clauses provided in the deed.

5.5.2.4. No other 120(h) clauses, other than those provided in Enclosure 2, or changed or limited with the permission of DUSD(I&E) pursuant to paragraph 5.5.2.2., shall be used to comply with Reference (s). As a negotiated aspect of a business transaction, the Secretary concerned may agree to other deed provisions that are not inconsistent with the 120(h) clauses in Enclosure 2. Such negotiated provisions shall not increase or reduce the liability of the United States with regard to its section 120(h) obligations. Such negotiated provisions may include, for example, contractual transfer of responsibility for conducting the remedial action in instances of early transfer, contractual agreements relating to insurance to ensure performance of other contractual obligations, and environmental covenants or similar restrictions to ensure

viability of a remedy. As an aid in applying paragraph 5.5., Enclosure 3 contains a table providing a broad overview as to which 120(h) clauses should be used in various circumstances.

5.5.2.4.1. Property subject to paragraph 120(h)(3) of Reference (s). For property subject to paragraph 120(h)(3) of Reference (s), but excluding property subject to deferral under paragraph 120(h)(3)(C) of Reference (s), the following 120(h) clauses shall be used in the deed:

5.5.2.4.1.1. The appropriate option for the 120(h) clause found at paragraph E2.1.1. of Enclosure 2 entitled "Property Covered by Notice, Description, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A))";

5.5.2.4.1.2. The appropriate option for the 120(h) clause found at paragraph E2.1.2. of Enclosure 2 entitled "Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II))";

5.5.2.4.1.3. The appropriate option for the 120(h) clause found at paragraph E2.1.3. of Enclosure 2 entitled "Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III))";

5.5.2.4.1.4. The 120(h) clause found at paragraph E2.1.4. of Enclosure 2 entitled "Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B))" [this 120(h) clause shall not be provided in any case in which the person or entity to whom the real property is transferred is a potentially responsible party with respect to such property]; and

5.5.2.4.1.5. The 120(h) clause found at paragraph E2.1.5. of Enclosure 2 entitled "Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)).

5.5.2.4.2. Property subject to paragraph 120(h)(3)(C) of Reference (s).

5.5.2.4.2.1. For property subject to paragraph 120(h)(3) of Reference (s) but where the requirement to provide the warranty under paragraph 120(h)(3)(A)(ii)(I) of Reference (s) has been deferred pursuant to paragraph 120(h)(3)(C) of Reference (s), the following 120(h) clauses shall be used in the deed (or other agreement addressing the response action assurances in the case of the 120(h) clause addressed in paragraph 5.5.2.4.2.1.5):

5.5.2.4.2.1.1. The appropriate option for the 120(h) clause found at paragraph E2.2.1. of Enclosure 2 entitled "Property Covered by Notice, Description, Assurances, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive

Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A))”;

5.5.2.4.2.1.2. The appropriate option for the 120(h) clause found at paragraph E2.1.2. of Enclosure 2 entitled “Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II))”;

5.5.2.4.2.1.3. The appropriate option for the 120(h) clause found at paragraph E2.1.3. of Enclosure 2 entitled “Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III))”;

5.5.2.4.2.1.4. The 120(h) clause found at paragraph E2.2.2. of Enclosure 2 entitled “Covenant Pursuant to Section 120(h)(3)(A)(ii)(II) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii)(II) and (B))” [this 120(h) clause shall not be provided in any case in which the person or entity to whom the real property is transferred is a potentially responsible party with respect to such property];

5.5.2.4.2.1.5. The 120(h) clause found at paragraph E.2.2.3. of Enclosure 2 entitled “Assurances Pursuant to Section 120(h)(3)(C)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(ii))”; and

5.5.2.4.2.1.6. The 120(h) clause found at paragraph E.2.1.5. of Enclosure 2 entitled “Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii))”.

5.5.2.4.2.2. When all response action necessary to protect human health and the environment with respect to any substance remaining on the property on the date of transfer has been taken, the following 120(h) clauses shall be provided to the transferee in an appropriate document [these 120(h) clauses shall not be provided in any case in which the person or entity to whom the real property is transferred is a potentially responsible party with respect to such property]:

5.5.2.4.2.2.1. The appropriate option for the 120(h) clause found at paragraph E2.2.1. of Enclosure 2 entitled “Property Covered by Notice, Description, Assurances, Access Rights, and Warranty Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A))”;

5.5.2.4.2.2.2. The 120(h) clause found at paragraph E2.2.4. of Enclosure 2 entitled “Warranty Pursuant to Section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii))”.

5.5.2.4.3. Property subject to paragraph 120(h)(4) of Reference (s). For property subject to paragraph 120(h)(4) of Reference (s), the following 120(h) clauses shall be used in the deed:

5.5.2.4.3.1. The appropriate option for the 120(h) clause found at paragraph E2.3.1. of Enclosure 2 entitled "Property Covered by Covenant and Access Rights Made Pursuant to Section 120(h)(4)(D) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D))";

5.5.2.4.3.2. The 120(h) clause found at paragraph E2.3.2. of Enclosure 2 entitled "Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i))"; and,

5.5.2.4.3.3. The 120(h) clause found at paragraph E2.3.3. of Enclosure 2 entitled "Access Rights Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(ii))".

5.5.2.5. If a hazardous substance was not stored for one year or more, known to have been released, or disposed of on the parcel, but a petroleum product or its derivative is known to have been released or disposed of on the property, none of the 120(h) clauses under Reference (s) shall be provided.

5.5.2.6. To the extent a deed contains separately identified parcels at least one each of which is subject to any two or more of paragraphs 120(h)(3), 120(h)(3) with deferral, and 120(h)(4) of Reference (s), the deed shall separately designate those parcels under each of those three categories and provide the applicable 120(h) clauses in Enclosure 2 for each of those groupings.

5.5.2.7. Users of the 120(h) clauses found at paragraphs E2.1.2. and E2.1.3. of Enclosure 2 should note that they include the possibility of voluminous attachments. Since the transferee will pay the cost of recording, the transferee should be consulted before voluminous but not necessarily required attachments are included with the deed.

5.6. Release of Leaseholds. Excess leaseholds, if transferable, should be made available to other DoD Components and the Coast Guard as soon as possible.

5.6.1. Immediately upon a determination that a DoD leasehold is no longer required by the DoD Component, the DoD Component concerned shall send a notice of availability to the appropriate offices of the other DoD Components and the Coast Guard, provided the leasehold terms would not prevent their use of the leasehold and there is a reasonable useful life remaining.

5.6.2. Such notices shall include a physical description of the property, terms of the lease, surrender date, and date of contract renewal.

5.6.3. The DoD Component or Coast Guard interested in acquiring such an excess DoD leasehold shall assume responsibility for continuing the leasehold interest, including payment of all rents.

5.6.4. If no DoD or Coast Guard interest is expressed, the DoD Component shall advise GSA of any excess leasehold which has at least 9 months of beneficial occupancy remaining to permit Federal screening.

5.6.5. For GSA leaseholds occupied by DoD Components, the DoD Component will inform GSA as soon as the DoD Component becomes aware that it will no longer require the use of the GSA leasehold.

5.7. Excess Family Housing Units. A Report of Excess Real Property (Standard Form 118) (Reference (t)) to GSA covering mortgaged or unencumbered family housing and related land and improvements or unimproved land acquired for family housing purposes shall include the statement: "Net proceeds from the sale of family housing, including related land and improvements, shall be deposited in the Family Housing Account of the appropriate Military Department."

#### 5.8. Timberland

5.8.1. Under the authority of section 2665 of title 10, U.S.C. (Reference (u)), any forest products produced on land owned or leased by a Military Department may be sold without also selling the underlying land, provided, in the case of leased property, that the lease does not prohibit such sales. Since Reference (u) is used to dispose of the forest products, they are not declared excess under title 40, U.S.C., or its implementing regulations.

5.8.2. If forestlands are being considered for disposal, the forest resources should be evaluated to determine the feasibility of harvesting and sale of forest products before disposal of lands. This evaluation must consider the effects of harvesting on the future use and environmental quality of the property as well as its relative diminution of the property's fair market value. With respect to base realignment and closure property, the evaluation should also consider the impact of harvesting on the redevelopment plans of the local redevelopment authority. Planned harvesting may continue on land reported as excess until actual disposal or transfer, provided that the evaluation determines that harvesting and sale of forest products should proceed and any sales agreement does not provide otherwise.

#### 5.9. Property with Military Munitions

5.9.1. Real property known to contain or suspected of containing explosive or chemical agent hazards shall not be transferred out of DoD control (other than to the Coast Guard) unless appropriate protective measures have been taken to ensure the recipient of the property is both fully informed of the actual and potential hazards relating to the presence or possible presence of explosives or chemical agents and restrictions or conditions have been placed on the use of the property to avoid harm to users due to the presence of explosives or chemical agents. Appropriate notice requirements and restrictions on use will be submitted by the disposing

Component to the Department of Defense Explosives Safety Board for its approval prior to transfer. An outgrant such as a lease or permit may constitute transfer out of DoD control if the DoD Component does not retain sufficient control over the property to adequately manage exposure to explosive or chemical agent hazards.

5.9.2. Real property being transferred out of DoD control after explosive and chemical agent hazards have been addressed, but which is adjacent to property where such hazards have not been addressed, will have appropriate restrictions and reservations included in the transfer documents to ensure the use of the transferred property does not obstruct addressing the hazards on the adjacent property. DUSD(I&E), after consultation with the Department of Defense Explosives Safety Board, will provide model language for this purpose.

#### 5.10. Retention of Access Rights

5.10.1. Property disposed of but not subject to inclusion of clauses under Reference (s) or paragraph 5.5. should retain a right of entry onto the property for purposes of addressing the possibility of undiscovered contamination. For this purpose, the transfer document should contain a clause similar to or the same as the clause contained at paragraph E.2.3.3., although without including in the clause any reference to Reference (s).

5.10.2. Appropriate access rights should also be retained whenever other laws or provisions of the transfer document could generate an obligation or responsibility on the part of the United States requiring it to return to the property.

5.11. Indemnification Under Section 330 of the National Defense Authorization Act for Fiscal Year 1993 (Reference (v)), as amended. Reference (v) provides for indemnification of transferees of closing DoD properties under circumstances specified in that statute. The authority to implement this provision of law has been delegated by the Secretary of Defense to the General Counsel of the Department of Defense; therefore, this provision of law shall only be referred to or recited in any deed, sales agreement, bill of sale, lease, license, easement, right-of-way, transfer document for real or personal property, or cooperative agreement or grant after obtaining the written concurrence of the Deputy General Counsel (Environment and Installations), Office of the General Counsel, Department of Defense.

### 7. EFFECTIVE DATE

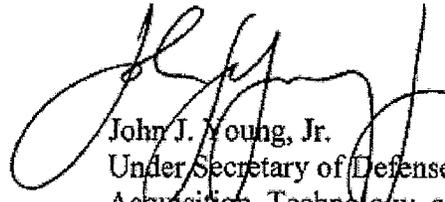
This Instruction is effective immediately.

### 8. RELEASABILITY

UNLIMITED. This Instruction is approved for public release. The DoD Components (to include the Combatant Commands), other Federal agencies, and the public may obtain copies of

*DoDI 4165.72, December 21, 2007*

this Instruction through the Internet from the DoD Issuances Web Site at  
<http://www.dtic.mil/whs/directives>.



John J. Young, Jr.  
Under Secretary of Defense for  
Acquisition, Technology, and Logistics

Enclosures - 3

- E1. References, continued
- E2. CERCLA 120(h) Clauses
- E3. Table of CERCLA 120(h) Clauses

E1. ENCLOSURE 1

REFERENCES, continued

- (e) Joint Publication 1-02, "Department of Defense Dictionary of Military and Associated Terms," as amended
- (f) Section 101 of title 10, U.S.C.
- (g) DoD Instruction 4165.14, "Real Property Inventory and Forecasting," March 31, 2006
- (h) Section 2696 of title 10, U.S.C.
- (i) Title 40, CFR, Part 373, "Reporting Hazardous Substance Activity When Selling or Transferring Federal Real Property," current edition
- (j) Title 41, CFR, Part 102-75, "Federal Management Regulation," current edition
- (k) DoD 7000.14-R, "DoD Financial Management Regulations," current edition
- (l) Section 11411 of title 42, U.S.C., "McKinney Vento Homeless Assistance Act"
- (m) Section 2668a of title 10, U.S.C.
- (n) Section 470, et seq., of title 16, U.S.C., "The National Historic Preservation Act"
- (o) Title 43, CFR, Part 2720, "Conveyance of Federally-Owned Mineral Interests," current edition
- (p) DoD Instruction 4165.70, "Real Property Management," January 6, 2005
- (q) Executive Order 11988, "Floodplain Management," May 24, 1977
- (r) Executive Order 11990, "Protection of Wetlands," May 24, 1977
- (s) Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (Section 9620(h) of title 42, U.S.C.)
- (t) Report of Excess Real Property (Standard Form 118)
- (u) Section 2665 of title 10, U.S.C.
- (v) Section 330 of Public Law 102-484, "The National Defense Authorization Act for Fiscal Year 1993"

**E2. ENCLOSURE 2**

**CERCLA 120(h) CLAUSES**

**TEXT OF CLAUSES PROVIDED PURSUANT TO SECTION 120(h) OF CERCLA  
(Reference (s))**

**[USER NOTE: UPON USE, DELETE MATERIAL IN SQUARE BRACKETS. THE MATERIAL IN BOLD CURLY BRACKETS IS TO BE FILLED IN OR A SELECTION MADE.]**

**E2.1—DEPARTMENT OF DEFENSE UNIFORM NOTICE, DESCRIPTION, ACCESS RIGHTS, AND COVENANTS FOR SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980 (42 U.S.C. § 9620(h)(3))**

**E2.1.1. “\_\_\_ . Property Covered by Notice, Description, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):”**

**[OPTION #1: FOR USE WHERE THE 120(h) CLAUSES ONLY APPLY TO CERTAIN PARCELS OF THE TOTAL PROPERTY.]**

“For parcels \_\_\_\_\_ of the property, the Grantor provides the following notice, description, and covenants and retains the following access rights:”

**[OPTION #2: FOR USE WHERE THE 120(h) CLAUSES APPLY TO THE ENTIRE PROPERTY.]**

“For the property, the Grantor provides the following notice, description, and covenants and retains the following access rights:”

**E2.1.2. “\_\_\_ . Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):”**

**[OPTION #1: FOR LENGTHY NOTICES, SET FORTH THE DETAILED INFORMATION IN AN EXHIBIT TO THE DEED AND INCORPORATE IT BY THIS REFERENCE.]**

“Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in Exhibit \_\_\_, attached hereto and made a part hereof.”

**[OPTION #2: FOR BRIEF NOTICES, SET FORTH THE DETAILED INFORMATION IN THE NOTICE ITSELF.]**

“Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), notice is hereby provided that {INSERT DESCRIPTION OF TYPE, QUANTITY, AND LOCATION OF HAZARDOUS SUBSTANCES} {was/were} {stored/released/disposed of} on the property on or about {INSERT DATES IF KNOWN FOR SUCH STORAGE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES}.”

**E2.1.3. “ \_\_\_. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):**”

**[OPTION #1: FOR LENGTHY DESCRIPTIONS, SET FORTH THE DETAILED INFORMATION IN AN EXHIBIT TO THE DEED AND INCORPORATE IT BY THIS REFERENCE.]**

“Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the property is provided in Exhibit \_\_\_, attached hereto and made a part hereof.”

**[OPTION #2: FOR BRIEF DESCRIPTIONS, SET FORTH THE DETAILED INFORMATION IN THE NOTICE ITSELF.]**

“Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a remedial action consisting of {FILL IN DESCRIPTION OF THE REMEDIAL ACTION} has been taken on the property.”

**E2.1.4. “ \_\_\_. Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):**

“Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)), the United States warrants that—

“(a) all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the property has been taken before the date of this deed, and

“(b) any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.”

**E2.1.5. “\_\_\_ . Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):**

“The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or corrective action is on the property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the grantee and its successors and assigns and shall run with the land.

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

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

**E2.2—DEPARTMENT OF DEFENSE UNIFORM 120(h) CLAUSES FOR SECTION 120(h)(3)(C)(iii) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980 (42 U.S.C. § 9620(h)(3)(C)(iii))**

**E2.2.1. “\_\_\_ . Property Covered by Notice, Description, Assurances, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):**”

**[OPTION #1: FOR USE WHERE THE 120(h) CLAUSES ONLY APPLY TO CERTAIN PARCELS OF THE TOTAL PROPERTY.]**

“For parcels \_\_\_\_\_ of the property, the Grantor provides the following notice, description, assurances, and covenants and retains the following access rights:”

**[OPTION #2: FOR USE WHERE THE 120(h) CLAUSES APPLY TO THE ENTIRE PROPERTY.]**

“For the property, the Grantor provides the following notice, description, assurances, and covenants and retains the following access rights:”

**E2.2.2. “\_\_\_ . Covenant Pursuant to Section 120(h)(3)(A)(ii)(II) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii)(II) and (B)):**

“Pursuant to section 120(h)(3)(A)(ii)(II) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii)(II) and (B)), the United States warrants that any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.”

**E2.2.3. “\_\_\_ . Assurances Pursuant to Section 120(h)(3)(C)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(ii)):**

“Pursuant to section 120(h)(3)(C)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(ii)), the United States provides the following response action assurances:

{(1) INSERT DESCRIPTION AND ASSURANCE OF ANY NECESSARY RESTRICTIONS ON THE USE OF THE PROPERTY TO ENSURE THE PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT;

(2) INSERT DESCRIPTION AND ASSURANCE OF ANY RESTRICTIONS ON USE NECESSARY TO ENSURE THAT REQUIRED REMEDIAL INVESTIGATIONS, RESPONSE ACTION, AND OVERSIGHT ACTIVITIES WILL NOT BE DISRUPTED;

(3) INSERT ASSURANCE THAT ALL NECESSARY RESPONSE ACTION WILL BE TAKEN AND IDENTIFY THE SCHEDULES FOR INVESTIGATION AND COMPLETION OF ALL NECESSARY RESPONSE ACTION AS APPROVED BY THE APPROPRIATE REGULATORY AGENCY; AND

(4) INSERT ASSURANCE THAT THE DoD COMPONENT WILL SUBMIT A BUDGET REQUEST TO THE DIRECTOR OF THE OFFICE OF MANAGEMENT AND BUDGET THAT ADEQUATELY ADDRESSES SCHEDULES FOR INVESTIGATION AND COMPLETION OF ALL NECESSARY RESPONSE ACTION, SUBJECT TO CONGRESSIONAL AUTHORIZATIONS AND APPROPRIATIONS.}”

**[USER NOTE: THE FOLLOWING 120(h) CLAUSE GRANTED PURSUANT TO SECTION 120(h)(3)(C)(iii) IS GRANTED WHEN ALL RESPONSE ACTION NECESSARY TO PROTECT HUMAN HEALTH AND THE ENVIRONMENT WITH RESPECT TO ANY SUBSTANCE REMAINING ON THE PROPERTY ON THE DATE OF TRANSFER HAS BEEN TAKEN:]**

**E2.2.4. “\_\_\_ . Warranty Pursuant to Section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii)):**

“Pursuant to section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii)), the United States warrants that all response action necessary to protect human health and the environment with respect to any substance remaining on the property on the date of transfer has been taken.”

**E2.3—DEPARTMENT OF DEFENSE UNIFORM 120(h) CLAUSES FOR SECTION 120(h)(4) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980 (42 U.S.C. § 9620(h)(4))**

**E2.3.1. “\_\_\_ . Property Covered by Covenant and Access Rights Made Pursuant to Section 120(h)(4)(D) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)):**”

**[OPTION #1: FOR USE WHERE THE 120(h) CLAUSES ONLY APPLY TO CERTAIN PARCELS OF THE TOTAL PROPERTY.]**

“For parcels \_\_\_\_\_ of the property, the Grantor provides the following covenants and retains the following access rights:”

**[OPTION #2: FOR USE WHERE THE 120(h) CLAUSES APPLY TO THE ENTIRE PROPERTY.]**

“For the property, the Grantor provides the following covenants and retains the following access rights:”

**E2.3.2. “\_\_\_ . Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)):**

“Pursuant to section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)), the United States warrants that any response action or corrective action found to be necessary after the date of this deed for contamination existing on the property prior to the date of this deed shall be conducted by the United States.”

**E2.3.3. “\_\_\_ . Access Rights Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(ii)):**

“The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the grantee and its successors and assigns and shall run with the land.

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

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

E3. ENCLOSURE 3

Table of CERCLA 120(h) Clauses

Categories of CERCLA 120(h) clause requirements:		
120(h)(3) <sup>1</sup>	120(h)(3)(C)	120(h)(4)
Applicable clauses for each category:		
E2.1.1.	E2.2.1.	E2.3.1.
E2.1.2.	E2.1.2.	E2.3.2.
E2.1.3.	E2.1.3.	E2.3.3.
E2.1.4. <sup>2</sup>	E2.2.2. <sup>2</sup>	
E2.1.5.	E2.2.3.	
	E2.1.5.	
	After all response actions have been taken:	
	E2.2.1. <sup>2</sup>	
	E2.2.4. <sup>2</sup>	

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

<sup>2</sup> These clauses shall not be provided in any case in which the person or entity to whom the real property is transferred is a potentially responsible party with respect to such property.