

-----NUMBER THIRTY THREE (33)-----  
-----DEED OF RATIFICATION AND CONVERSION-----  
-----TO PUBLIC INSTRUMENT OF QUITCLAIM DEED-----  
-----CLEAN PARCEL THIRTEEN (13)-----  
---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.*  
*gs*



---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*  
*28*



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 Veterans Health Clinic situated in the Ward of Guayacan, Municipality of Ceiba, Puerto Rico, containing an area of nine thousand three hundred eighty-four point four (9,384.4) square meters equivalent to two point three hundred eighty-eight (2.388) cuerdas, more or less, bounded on the North, East, South and West, by lands of the principal estate from which it is segregated, property of the United States of America."-----

*mfb.*  
*gfb*

---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 100 of Volume 163 of Ceiba, property number 10,287.-----

---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 THIRTEEN (13)-----

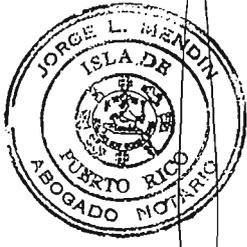
---"Rural: Parcel of land identified as Clean Parcel Thirteen (13) (formerly Veterans Health Clinic), situated in the Ward of Guayacan, Municipality of Ceiba, Puerto Rico, containing an area of nine thousand three hundred and eighty-four square meters and three hundred and ninety-nine thousandths of a square meter (9,384.4 m<sup>2</sup>), equivalent to two cuerdas and three hundred and eighty-eight thousandths of a cuerda (2.388 cuerdas); bounded on the North, South, East and West by Sale Parcel ID, property of the United States of America."-----



---As described in Article X and Exhibit "B" to the Quitclaim Deed, Grantee acknowledges, recognizes and accepts that, as a result of a plot plan prepared of the Property, the surface measurement of the Property changed, and that at this time it is not being requested from the Registrar of the Property to rectify and register the new surface measurement of the Property in the Registry of the Property books. A copy of the plot plan appears appended to the Quitclaim Deed.-----

*msb.*  
*gfb*

---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 rights, 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 twelve (12) pages. Appended thereto are five (5) Exhibits that the appearing parties have agreed to attach to the first certified copy of this deed for purposes of recordation.-----

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

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

---ELEVENTH: The appearing parties hereby agree to the extent required by law applicable to the United States of America, to fully cooperate to remedy promptly any and all technical defects and irregularities of title that may constitute an impediment or bar to the due and proper recordation of this deed in the Registry of Property, free from



defects, including, without limitation, the execution and filing for record of any supplementary or clarification deeds, affidavits, and other public and/or private documents. Any obligation created on the United States of America, is specifically made subject to the availability of appropriated funds to be used for such purposes. Nothing contained herein shall be interpreted to require obligations or payments by the United States of America that are in violation of the Anti-Deficiency Act, 31 U.S.C § 1341.-----

*MB*  
*JB*

---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.--

*M. S. Blais*  
*George E. Preton*

*[Signature]*

*M.S.B.*  
*GP*



**QUITCLAIM DEED**  
Clean Parcel 13 (Clinic)

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 13 Deed**  
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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 13" 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 2.319 acres or 2.388 cuerdas, as per

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1 plat or land plot plan prepared by Integra - Architects and Engineers, and recorded at the  
2 Registry of Property with this same total area of cuerdas (collectively, "**PROPERTY**"),  
3 including, but not limited to the underlying, estate, buildings, structures, and improvements  
4 situated or installed thereon, commonly known as and referred to herein as Clean Parcel Thirteen  
5 (CP-13) (formerly identified as Veterans Health Clinic), more fully described on the documents  
6 attached to this 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.  
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 November 2007 (Parcel 24 (Health Clinic)), 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.  
42

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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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

*JGG*  
*WAC*

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 as a result of a recent land plot plan prepared of the PROPERTY, the  
11 surface measurement of the PROPERTY changed. As a result of the plot plan, the sum of the  
12 area in square meters adds up to 9,384.399 square meters, although at the Registry of Property,  
13 the PROPERTY is recorded with 9,384.4 square meters, and the difference in surface  
14 measurement as shown could be attributed to less precise methods of calculations as used in the  
15 past. The GRANTOR has not requested from the Registrar of the Property to rectify and register  
16 the new surface measurement of the Property in the Registry of the Property books. GRANTEE  
17 also acknowledges, recognizes and accepts that the plot plan reflects that the general surface  
18 description of the PROPERTY has changed due to changes affecting the properties adjacent to  
19 its boundaries. The new legal description of the PROPERTY, after taking account of the changes  
20 affecting its boundaries, is also described in **Exhibit "B"** hereto.

egs  
mfb

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

32  
33 **XII. General Notice Provision:**

34  
35 To facilitate such future cooperation, the following points of contact have been designated by the  
36 GOVERNMENT, GRANTEE, United States Environmental Protection Agency (USEPA) and  
37 Puerto Rico Environmental Quality Board (PREQB):  
38

**Clean Parcel 13 Deed**  
**Page 9.**

1 GOVERNMENT: Director  
2 NAVFAC BRAC Program Management Office Southeast  
3 4130 Faber Place Drive  
4 Suite 202  
5 North Charleston, SC 29405  
6

7 GRANTEE: Executive Director  
8 Local Redevelopment Authority for Naval Station Roosevelt Roads  
9 400 Calaf St.  
10 PMB #456  
11 San Juan, PR 00918-1314  
12

13 With a copy to: Kutak Rock LLP  
14 1101 Connecticut Avenue, NW  
15 Suite 1000  
16 Washington, DC 20036  
17 Attention: George Schlossberg, Esq.  
18

19 USEPA: U.S. Environmental Protection Agency  
20 Region 2  
21 290 Broadway - 22nd Floor  
22 New York, NY 10007-1866  
23 Attention: Chief, RCRA Programs Branch  
24

25 PREQB: Puerto Rico Environmental Quality Board  
26 Oficina del Presidente - Piso 5 Ave.  
27 Ponce de Leon #1308  
28 Carr Estatal 8838  
29 Sector El Cinco  
30 Rio Piedras, PR 00926  
31

32 **XIII. Recording of Title:**  
33

34 The appearing parties do hereby acknowledge that although this Quitclaim Deed is a valid and  
35 legally binding document, it may not fulfill the requirements established by the Mortgage and  
36 Registry Property Act of 1979 for the recording of titles at the Registry of Property of Puerto  
37 Rico (the "Registry"). Therefore, the appearing parties agree to jointly take all actions  
38 reasonably necessary in accordance with and subject to the authorities and limitations prescribed  
39 by applicable Federal and Commonwealth law to cause the recordable documents to be executed,  
40 filed and registered in the Registry.  
41

42 The appearing parties do hereby further acknowledge and recognize that in order for these  
43 parcels to exist as separate properties and be developed as intended, it may be necessary for the

**Clean Parcel 13 Deed**  
**Page 10.**

1 same to be segregated and the need for necessary easements to be created for the benefit of these  
2 parcels may arise. In the event that such easements are granted by the GOVERNMENT, the  
3 appearing parties acknowledge that the Recordable Documents must include such transactions  
4 and in a timely manner and agree to jointly take all actions reasonably necessary in accordance  
5 with and subject to the authorities and limitations prescribed by applicable Federal and  
6 Commonwealth law to cause the recordable documents to be executed, filed and registered in the  
7 Registry.

8  
9 Notwithstanding the foregoing, it is the intent of the appearing parties that immediately upon  
10 execution of this Quitclaim Deed, as it appears herein, all right, title and interest in the  
11 PROPERTY shall have conveyed to the GRANTEE.

12  
13 Any requirement for the obligation or payment of funds by the GOVERNMENT established by  
14 any provision of this Quitclaim Deed shall be subject to the availability of appropriated funds,  
15 and no provision herein shall be interpreted to require an obligation or payment in violation of  
16 the Anti-Deficiency Act, 31 U.S.C. Section 1341.

17  
18 **XIV. Counterparts:** This Quitclaim Deed may be executed in counterparts, each of which  
19 shall be deemed an original, and such counterparts may be assembled to form a single document.

20  
21 **The remainder of this page is intentionally left blank**

*gop*  
*MSB*

**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:  



on  
acting Officer

Affidavit No. 00 (co )

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

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





[Signatures Continue on Following Page]

**Clean Parcel 13 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

*MB*

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

Affidavit No. *100 (co 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 \_\_\_ day of May, 2013.



*[Handwritten signature]*

Exhibit "A"

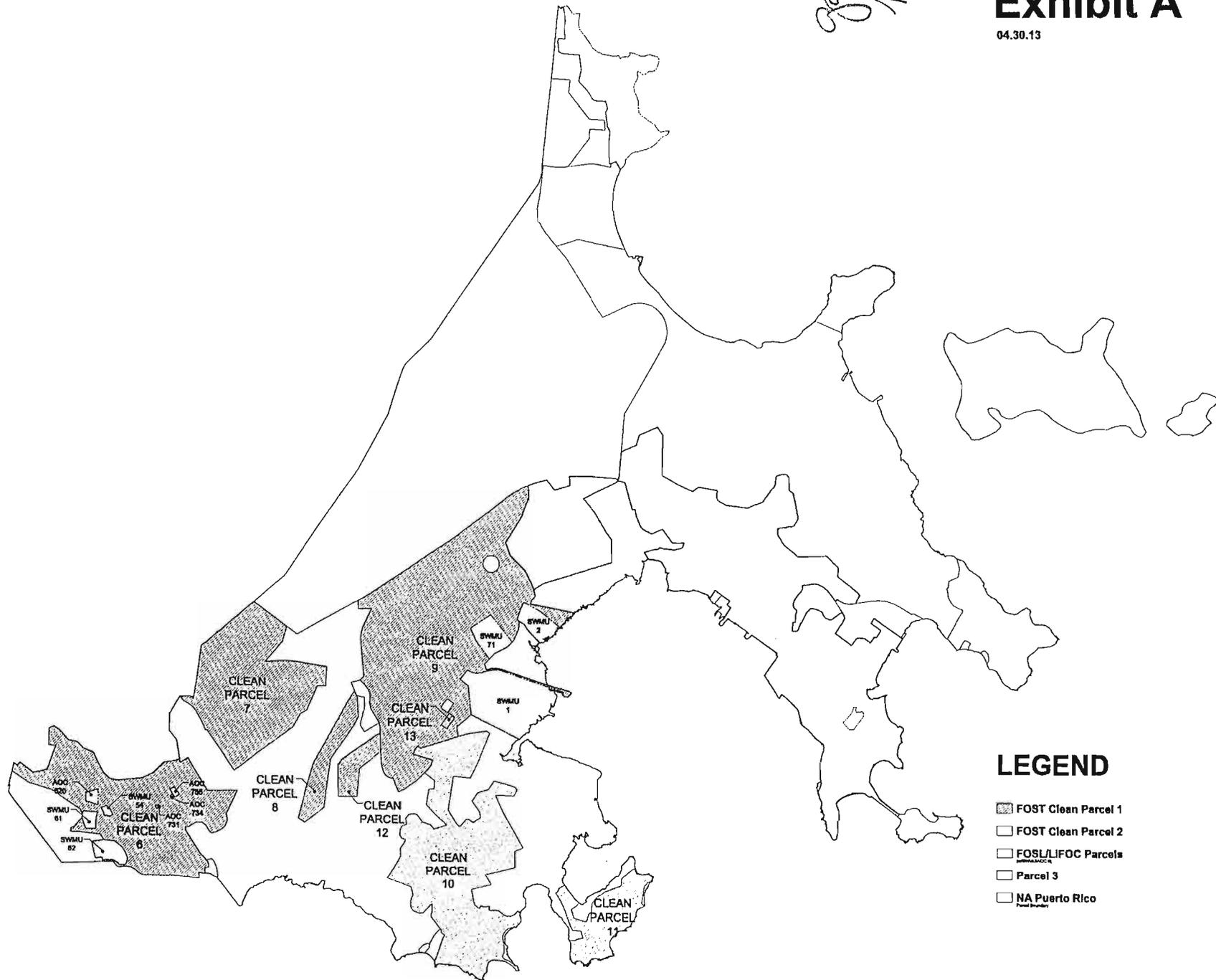
NSRR DISPOSAL MAP

A handwritten signature in black ink, appearing to be 'MBB' with a stylized flourish above the letters.

000000

# Exhibit A

04.30.13



## LEGEND

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

**Exhibit "B"**

**LEGAL DESCRIPTIONS OF PROPERTY CONVEYED  
CLEAN PARCEL 13**

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

"Rural: Parcel of land identified as Clean Parcel Thirteen (13) (formerly Veterans Health Clinic), situated in the Ward of Guayacan, Municipality of Ceiba, Puerto Rico, containing an area of nine thousand three hundred and eighty-four square meters and three hundred and ninety-nine thousandths of a square meter (9,384.399 m<sup>2</sup>), equivalent to two cuerdas and three hundred and eighty-eight thousandths of a cuerda (2.388 cuerdas); bounded on the North, South, East and West by Sale Parcel ID, property of the United States of America."

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

"Rural: Parcel of land identified as Veterans Health Clinic situated in the Ward of Guayacan, Municipality of Ceiba, Puerto Rico, containing an area of nine thousand three hundred eighty-four point four (9,384.4) square meters equivalent to two point three hundred eighty-eight (2.388) cuerdas, more or less, bounded on the North, East, South and West, by lands of the principal estate from which it is segregated, property of the United States of America."



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

-----**CLEAN PARCEL THIRTEEN (13)**-----

"Rural: Parcel of land identified as Veterans Health Clinic situated in the Ward of Guayacan, Municipality of Ceiba, Puerto Rico, containing an area of nine thousand three hundred eighty-four point four (9,384.4) square meters equivalent to two point three hundred eighty-eight (2.388) cuerdas, more or less; bounded on the North, South, East and West by Sale Parcel ID, property of the United States of America."

Exhibit "C"

ACCESS EASEMENTS

Handwritten signature or initials in black ink, located in the lower right quadrant of the page.

-----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 SELLES, 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

*Handwritten initials/signature*

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 Zona 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 Bahía 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 Bahía 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 Zona 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 Daquao, 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 Daquao, 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 six hundred eighty-two point six (20,582.6) square meters, equivalent to five point two hundred thirty-seven (5.237) cuerdas, with a length of one thousand three hundred seventy point zero (1370.0) meters and a width of fifteen (15) meters running from North to South."-----

----- Segment Twenty-Three (23) -----

---"Strip of land having an area of five thousand thirty-seven point zero (5,037.0) square meters, equivalent to one point two hundred eighty-two (1.282) cuerdas, with a length of three hundred thirty-six point zero (336.0) meters and a width of fifteen (15) meters running from Southwest to Northeast."-----

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

---"Strip of land having an area of ten thousand four hundred thirty-seven point three (10,437.3) square meters, equivalent to two point six hundred fifty-six (2.656) cuerdas, with a length of six hundred ninety-seven point zero (697.0) meters and a width of fifteen (15) meters running from Northeast to Southwest."-----

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

---"Strip of land having an area of two thousand ninety-nine point three (2,099.3) square meters, equivalent to zero point five hundred thirty-four (0.534) cuerda, with a length of one hundred forty point zero (140.0) meters and a width of fifteen (15) meters running from East to West."-----

----- Segment Twenty-Six (26) -----

---"Strip of land having an area of two thousand four hundred fifty point two (2,450.2) square meters, equivalent to zero point six hundred twenty-three (0.623) cuerda, with a length of two hundred forty-one point zero (241.0) meters and a variable width running from South to North."-----

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

---"Strip of land having an area of ten thousand three hundred eleven point five (10,311.5) square meters, equivalent to two point six hundred twenty-four (2.624) cuerdas, with a length of six

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

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

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

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

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

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

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

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

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

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

----- ACCEPTANCE-----

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

*gpc*

ATTEST.....



*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 2.653 cuerdas.

**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 165.85', chord bearing of N03°53'22"W

Radius=509.39'

Arc=166.59'

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

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

Radius=558.61'

Arc=294.51'

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

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

## LEGAL DESCRIPTION FOR EASEMENT 2

Beginning at a survey control point in the Ward of Machos, said point being a brass disk set in concrete. Said point also known as 'MOUND' and having a northing of 813,308.1492 and an easting of 933,097.0283 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 2 AND 4". Thence S50°05'29"W 669.86' to an iron rod set, the True Point of Beginning, having a northing of 812,878.3902 and an easting of 932,583.1982:

Thence S40°00'38"E 475.27' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 175.59', chord bearing of S33°21'21"E

Radius=757.61'

Arc=175.98'

Thence following a curve to a point not set with a long chord of 236.66', chord bearing of S17°42'56"E

Radius=757.61'

Arc=237.63'

Thence S08°43'48"E 1218.66' to a point not set;

Thence following a curve to a point not set with a long chord of 280.30', chord bearing of S10°31'28"E

Radius=4475.39'

Arc=280.33'

Thence following a curve to a point not set with a long chord of 397.21', chord bearing of S63°21'56"E

Radius=255.39'

Arc=455.07'

Thence N65°35'16"E 450.10' to a point not set;

Thence S32°17'53"E 49.69' to an iron rod set;

Thence S65°35'16"W 456.92' to a point not set;

Thence following a curve to a point not set with a long chord of 473.76', chord bearing of N63°21'56"W

Radius=304.61'

Arc=542.77'

Thence following a curve to a point not set with a long chord of 283.38', chord bearing of N10°31'28"W

Radius=4524.61'

Arc=283.41'

Thence N08°43'48"W 1218.66' to a point not set;

Thence following a curve to a point not set with a long chord of 381.96', chord bearing of N24°22'13"W

Radius=708.39'

Arc=386.74'

Thence N40°00'38"W 475.27' to a point not set;

Thence following a curve to a point not set with a long chord of 100.10', chord bearing of N39°32'42"W

Radius=6159.61'

Arc=100.13'

Thence N39°04'45"W 504.41' to a point not set;

Thence following a curve to a point not set with a long chord of 695.26', chord bearing of N15°49'42"W

Radius=880.61'

Arc=366.97'

Thence N73°51'24"E 49.23' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 344.74', chord bearing of S27°06'48"E

Radius=831.39'

Arc=347.26'

Thence S39°04'45"E 504.41' to an iron rod set;

Thence following a curve to an iron rod set, the True Point of Beginning with a long chord of 99.30', chord bearing of S39°32'42"E

Radius=6110.39'

Arc=99.33'

Said parcel containing 211,137.3 square feet or 4.847 acres, which equates to 19,615.4 square meters or 4.991 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 3

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete. Said point also known as 'DOG' and having a northing of 805443.8964 and an easting of 933110.4735 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 3". Thence N38°43'22"W 2713.86' to an iron rod set, the True Point of Beginning, having a northing of 807561.2021 and an easting of 934808.1316:

Thence following a curve to an iron rod set with a long chord of 56.94', chord bearing of N32°31'39"E

Radius=690.39'

Arc=56.95'

Thence N30°09'51"E 2439.05' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 1728.76', chord bearing of N42°07'27"W

Radius=907.39'

Arc=2289.65'

Thence S65°35'16"W 900.31' to an iron rod set;

Thence N32°17'53"W 49.69' to a point not set;

Thence N65°35'16"E 907.13' to a point not set;

Thence following a curve to a point not set with a long chord of 1822.53', chord bearing of S42°07'27"E

Radius=956.61'

Arc=2413.85'

Thence S30°09'51"W 2439.05' to a point not set;

Thence following a curve to a point not set with a long chord of 139.87', chord bearing of S35°35'25"W

Radius=739.61'

Arc=140.08'

Thence N05°12'00"E 90.85' to an iron rod set, the True Point of Beginning

Said parcel containing 285,182.4 square feet or 6.547 acres, which equates to 26,494.4 square meters or 6.741 cuerdas.

#### LEGAL DESCRIPTION FOR EASEMENT 4

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete. Said point also known as 'DOG' and having a northing of 805443.8964 and an easting of 933110.4735 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 2 AND 4". Thence N62°37'08"E 1139.76' to a point not set, the True Point of Beginning, having a northing of 805,968.0807 and an easting of 934,122.5427:

Thence N00°54'31"E 804.84' to a point not set;

Thence following a curve to a point not set with a long chord of 352.02', chord bearing of N25°23'51"E

Radius=424.61'

Arc=362.97'

Thence N49°53'12"E 523.53' to a point not set;

Thence following a curve to an iron rod set with a long chord of 180.18', chord bearing of N42°23'19"E

Radius=690.39'

Arc=180.70'

Thence S05°12'00"W 90.85' to a point not set;

Thence following a curve to a point not set with a long chord of 114.39', chord bearing of S45°27'05"W

Radius=739.61'

Arc=114.51'

Thence S49°53'12"W 523.53' to a point not set;

Thence following a curve to a point not set with a long chord of 311.21', chord bearing of S25°23'51"W

Radius=375.39'

Arc=320.90'

Thence S00°54'31"W 804.84' to a point not set;

Thence following a curve to a point not set with a long chord of 228.76', chord bearing of S06°58'49"W

Radius=833.39'

Arc=229.49'

Thence S22°19'52"E 75.42' to a point not set;

Thence following a curve to a point not set with a long chord of 367.19', chord bearing of S50°02'12"E

Radius=1543.42'

Arc=368.06'

Thence following a curve to an iron rod set with a long chord of 122.25', chord bearing of N82°40'41"W

Radius=2024.61'

Arc=122.25'

Thence N84°24'28"W 234.63' to a point not set;

Thence following a curve to a point not set with a long chord of 108.82', chord bearing of N20°10'41"E

Radius=107.10'

Arc=114.15'

Thence N14°52'08"W 157.68' to a point not set;

Thence following a curve to a point not set, the True Point of Beginning with a long chord of 242.28', chord bearing of N06°58'49"W

Radius=882.61'

Arc=243.04'

Said parcel containing 139,723.1 square feet or 3.208 acres, which equates to 12,980.8 square meters or 3.303 cuerdas.

LEGAL DESCRIPTION FOR EASEMENT 5

Beginning at a survey control point in the Ward of Guaynecan, 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 BASEMENT 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'

Arc=173.69'  
 Thence N04°09'13"E 130.84' to a point not set;  
 Thence following a curve to a point not set with a long chord of 610.11, chord bearing of  
 N16°29'13"W  
 Radius=865.39'  
 Arc=623.50'  
 Thence N37°07'39"W 155.80' to a point not set;  
 Thence following a curve to a point not set with a long chord of 348.67, chord bearing of  
 N46°46'26"W  
 Radius=1040.39'  
 Arc=350.32'  
 Thence following a curve to a point not set with a long chord of 350.15, chord bearing of  
 N51°10'05"W  
 Radius=1912.61'  
 Arc=350.64'  
 Thence N45°54'58"W 670.96' to a point not set;  
 Thence following a curve to a point not set with a long chord of 1340.80, chord bearing of  
 N69°39'13"W  
 Radius=1665.39'  
 Arc=1379.93'  
 Thence S86°36'32"W 255.03' to a point not set;  
 Thence following a curve to a point not set with a long chord of 197.78, chord bearing of  
 N82°31'33"W  
 Radius=524.61'  
 Arc=198.97'  
 Thence N71°39'37"W 1034.77' to a point not set;  
 Thence following a curve to a point not set with a long chord of 369.10, chord bearing of  
 N72°16'21"W  
 Radius=17275.39'  
 Arc=369.10'  
 Thence N72°53'04"W 1013.37' to an iron rod set;  
 Thence following a curve to a point not set with a long chord of 396.62, chord bearing of  
 N78°38'46"W  
 Radius=1975.39'  
 Arc=397.29'  
 Thence N84°24'28"W 370.31' to a point not set;  
 Thence following a curve to a point not set with a long chord of 148.75, chord bearing of  
 N85°00'27"W  
 Radius=7105.39'  
 Arc=148.75'  
 Thence S18°11'14"E 425.70' to a point not set;  
 Thence S63°28'17"W 59.67' to a point not set;  
 Thence N18°11'14"W 511.68' to an iron rod set, the True Point of Beginning.

Said parcel containing 547774.2 square feet or 12.575 acres, which equates to 50890.1 square  
 meters or 12.948 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 8

Beginning at a survey control point in the Ward of Guaynacan, said point being a brass disk set in concrete. Said point also known as 'CAMP' and having a northing of 800851.3059 and an easting of 941574.6311 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS, EASEMENT 8". Thence N48°18'42"E 1016.77' to an iron rod set, the True Point of Beginning, having a northing of 801527.5403 and an easting of 942333.9276;

Thence N80°54'26"E 434.18' to a point not set;

Thence following a curve to a point not set with a long chord of 463.10', chord bearing of N88°02'26"E

Radius=1864.61'

Arc=464.29'

Thence following a curve to a point not set with a long chord of 362.68', chord bearing of S73°28'41"E

Radius=921.61'

Arc=365.07'

Thence S62°07'48"E 205.39' to a point not set;

Thence following a curve to a point not set with a long chord of 267.28', chord bearing of S59°53'37"E

Radius=3424.61'

Arc=267.34'

Thence S57°39'26"E 142.96' to a point not set;

Thence following a curve to a point not set with a long chord of 168.92', chord bearing of N72°25'43"E

Radius=110.39'

Arc=192.34'

Thence N22°30'51"E 341.86' to a point not set;

Thence following a curve to a point not set with a long chord of 140.48', chord bearing of N27°43'01"E

Radius=774.61'

Arc=140.67'

Thence N32°55'10"E 115.54' to a point not set;

Thence following a curve to a point not set with a long chord of 88.65', chord bearing of N19°14'16"E

Radius=187.39'

Arc=89.49'

Thence N05°33'22"E 84.71' to a point not set;

Thence following a curve to a point not set with a long chord of 213.72', chord bearing of N43°17'24"E

Radius=174.61'

Arc=229.99'

Thence N81°01'25"E 75.96' to a point not set;

Thence following a curve to a point not set with a long chord of 389.23', chord bearing of S83°49'31"E

Radius=744.61'

Arc=393.81'

Thence S68°40'26"E 72.89' to a point not set;

Thence following a curve to an iron rod set with a long chord of 117.78', chord bearing of S48°57'51"E

Radius=174.61'

Arc=120.13'

Thence S60°44'45"W 49.22' to an iron rod set;

Thence following a curve to a point not set with a long chord of 84.58', chord bearing of  
 N48°57'51"W  
     Radius=125.39'  
     Arc=86.27'  
 Thence N68°40'26"W 72.89' to a point not set;  
 Thence following a curve to a point not set with a long chord of 363.50', chord bearing of  
 N83°49'31"W  
     Radius=695.39'  
     Arc=367.78'  
 Thence S81°01'25"W 75.96' to a point not set;  
 Thence following a curve to a point not set with a long chord of 153.48, chord bearing of  
 S43°17'24"W  
     Radius=125.39'  
     Arc=165.16'  
 Thence S05°33'22"W 84.71' to a point not set;  
 Thence following a curve to a point not set with a long chord of 111.93, chord bearing of  
 S19°14'16"W  
     Radius=236.61'  
     Arc=113.00'  
 Thence S32°55'10"W 115.54' to a point not set;  
 Thence following a curve to a point not set with a long chord of 131.55, chord bearing of  
 S27°43'01"W  
     Radius=725.39'  
     Arc=131.73'  
 Thence S22°30'51"W 341.86' to a point not set;  
 Thence following a curve to an iron rod set with a long chord of 244.23, chord bearing of  
 S72°25'43"W  
     Radius=159.61'  
     Arc=278.09'  
 Thence N57°39'26"W 142.96' to an iron rod set;  
 Thence following a curve to an iron rod set with a long chord of 263.44, chord bearing of  
 N59°53'37"W  
     Radius=3375.39'  
     Arc=263.50'  
 Thence N62°07'48"W 205.39' to an iron rod set;  
 Thence following a curve to an iron rod set with a long chord of 343.32, chord bearing of  
 N73°28'41"W  
     Radius=872.39'  
     Arc=345.57'  
 Thence following a curve to an iron rod set with a long chord of 450.87, chord bearing of  
 S88°02'26"W  
     Radius=1815.39'  
     Arc=452.04'  
 Thence S80°54'26"W 434.18' to an iron rod set;  
 Thence N09°05'34"W 49.22' to an iron rod set, the True Point of Beginning,

Said parcel containing 182,440.5 square feet or 4.188 acres, which equates to 16,949.3 square  
 meters or 4.312 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 9

Beginning at a survey control point in the Ward of Muehos, 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 S25°16'17"W

Radius=1371.21'

Arc=731.48'

Thence S19°59'21"W 651.23' to a point not set;

Thence following a curve to a point not set with a long chord of 629.45', chord bearing of S42°44'26"W

Radius=813.79'

Arc=646.30'

Thence S24°30'28"E 15.42' to a point not set;

Thence S65°29'32"W 226.98' to a point not set;

Thence following a curve to a point not set with a long chord of 648.29', chord bearing of S54°49'22"W

Radius=1750.79'

Arc=652.05'

Thence following a curve to a point not set with a long chord of 1121.60', chord bearing of S39°17'54"W

Radius=6625.79'

Arc=1122.95'

Thence S34°26'35"W 721.41' to a point not set;

Thence following a curve to a point not set with a long chord of 1602.81', chord bearing of S32°20'28"W

Radius=21850.79'

Arc=1603.23'

Thence S30°14'21"W 467.43' to a point not set;

Thence N59°45'39"W 19.69' to a point not set;

Thence S30°14'21"W 582.72' to a point not set;

Thence following a curve to an iron rod set with a long chord of 556.51', chord bearing of N85°44'10"W

Radius=309.52'

Arc=691.74'

Thence following a curve to an iron rod set with a long chord of 499.41', chord bearing of N11°36'57"W

Radius=1424.52'

Arc=502.01'

Thence N01°31'13"W 874.38' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 336.85', chord bearing of N16°53'22"W

Radius=635.48'

Arc=340.93'

Thence N32°15'31"W 300.98' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 333.00', chord bearing of N13°33'58"W

Radius=519.52'

Arc=338.98'

Thence N05°07'35"E 113.24' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 267.55', chord bearing of N16°02'25"W

Radius=370.48'

Arc=273.73'

Thence N37°12'25"W 184.72' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 203.46', chord bearing of N45°06'13"W

Radius=740.48'

Arc=204.10'

Thence N49°48'48"E 60.44' to an iron rod set, the True Point of Beginning.

Said parcel containing 869,213.9 square feet or 19.954 acres, which equates to 80,572.9 square meters or 20.546 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 12

Beginning at a survey control point in the Ward of Guayanca, said point being a brass disk set in concrete. Said point also known as 'DELICIAS' and having a northing of 799143.8537 and an easting of 927504.4901 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 12". Thence N86°08'59"E 2916.67' to an iron rod set, the True Point of Beginning, having a northing of 799339.7094 and an easting of 930414.5800:

Thence following a curve to an iron rod set; with a long chord of 394.07', a chord bearing of S88°16'14"E,

Radius= 694.61'

Arc=399.55'

Thence S18°12'29"W 49.22' to a point not set;

Thence following a curve to a point not set; with a long chord of 366.14', a chord bearing of N88°16'14"W,

Radius= 645.39'

Arc=371.24'

Thence S75°15'02"W 302.30' to a point not set;

Thence following a curve to a point not set; with a long chord of 433.01', a chord bearing of N79°52'10"W,

Radius= 514.61'

Arc=446.92'

Thence N54°59'22"W 22.37' to a point not set;

Thence following a curve to a point not set; with a long chord of 49.37', a chord bearing of N39°39'44"E,

Radius= 6625.79'

Arc=49.37'

Thence S54°59'22"E 18.37' to a point not set;

Thence following a curve to a point not set; with a long chord of 391.60', a chord bearing of S79°52'10"E,

Radius= 465.39'

Arc=404.18'

Thence N75°15'02"E 302.30' to an iron rod set, the True Point of Beginning.

Said parcel containing 55,798.0 square feet or 1.281 acres, which equates to 5,183.8 square meters or 1.319 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 13

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete. Said point also known as 'DELVIS' and having a northing of 796646.7678 and an easting of 927749.8902 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 13". Thence S78°52'34"E 168.01' to an iron rod set, the True Point of Beginning, having a northing of 796614.3537 and an easting of 927914.7410:

Thence N30°14'21"E 51.03' to a point not set;  
Thence S75°02'51"E 919.53' to a point not set;  
Thence following a curve to a point not set; with a long chord of 462.99', a chord bearing of S29°33'20"E,  
Radius= 324.61'  
Arc=515.47'  
Thence S15°56'11"W 360.72' to a point not set;  
Thence following a curve to a point not set; with a long chord of 418.08', a chord bearing of S01°33'03"W,  
Radius= 841.39'  
Arc=422.51'  
Thence S12°50'05"E 705.02' to a point not set;  
Thence following a curve to a point not set; with a long chord of 237.97', a chord bearing of S10°24'27"E,  
Radius= 2809.61'  
Arc=238.04'  
Thence S07°58'50"E 664.13' to a point not set;  
Thence following a curve to a point not set; with a long chord of 161.35', a chord bearing of S12°03'18"E,  
Radius= 1135.39'  
Arc=161.48'  
Thence S16°07'47"E 406.15' to a point not set;  
Thence following a curve to a point not set; with a long chord of 121.76', a chord bearing of S21°04'50"E,  
Radius= 705.39'  
Arc=121.91'  
Thence S26°01'54"E 754.37' to a point not set;  
Thence N63°58'06"E 29.53' to a point not set;  
Thence following a curve to an iron rod set; with a long chord of 243.72', a chord bearing of S17°46'50"E,  
Radius= 849.14'  
Arc=244.57'  
Thence S09°31'46"E 282.37' to an iron rod set;  
Thence following a curve to an iron rod set; with a long chord of 294.29', a chord bearing of S40°30'35"E,  
Radius= 285.86'  
Arc=309.13'  
Thence S18°30'36"W 29.53' to a point not set;  
Thence S71°29'24"E 79.41' to a point not set;  
Thence following a curve to a point not set; with a long chord of 143.96', a chord bearing of S83°20'41"E,  
Radius= 350.39'  
Arc=144.99'  
Thence N84°48'02"E 272.81' to an iron rod set;

Thence following a curve to an iron rod set; with a long chord of 241.06', a chord bearing of  
 S70°36'19"E,  
 Radius= 289.61'  
 Arc=248.63'

Thence following a curve to an iron rod set; with a long chord of 530.38', a chord bearing of  
 N84°01'47"E,  
 Radius= 346.39'  
 Arc=604.07'

Thence S55°55'45"E 49.22' to a iron rod set;  
 Thence following a curve to a point not set; with a long chord of 605.74', a chord bearing of  
 S84°01'47"W,  
 Radius= 395.61'  
 Arc=689.90'

Thence following a curve to a point not set; with a long chord of 200.09', a chord bearing of  
 N70°36'19"W,  
 Radius= 240.39'  
 Arc=206.37'

Thence S84°48'02"W 272.81' to a point not set;  
 Thence following a curve to a point not set; with a long chord of 164.18', a chord bearing of  
 N83°20'41"W,  
 Radius= 399.61'  
 Arc=165.36'

Thence N71°29'24"W 79.41' to a point not set;  
 Thence following a curve to a point not set; with a long chord of 375.36', a chord bearing of  
 N40°30'35"W,  
 Radius= 364.61'  
 Arc=394.30'

Thence N09°31'46"W 282.37' to a point not set;  
 Thence following a curve to a point not set; with a long chord of 221.12', a chord bearing of  
 N17°46'50"W,  
 Radius= 770.39'  
 Arc=221.88'

Thence N26°01'54"W 754.37' to a point not set;  
 Thence following a curve to a point not set; with a long chord of 130.25', a chord bearing of  
 N21°04'50"W,  
 Radius= 754.61'  
 Arc=130.41'

Thence N16°07'47"W 406.15' to a point not set;  
 Thence following a curve to a point not set; with a long chord of 168.34', a chord bearing of  
 N12°03'18"W,  
 Radius= 1184.61'  
 Arc=168.49'

Thence N07°58'50"W 664.13' to a point not set;  
 Thence following a curve to a point not set; with a long chord of 233.80', a chord bearing of  
 N10°24'27"W,  
 Radius= 2760.39'  
 Arc=233.87'

Thence N12°50'05"W 705.02' to a point not set;  
 Thence following a curve to a point not set; with a long chord of 442.54', a chord bearing of  
 N01°33'03"E,  
 Radius= 890.61'  
 Arc=447.22'

Thence N15°56'11"E 360.72' to a point not set;

Thence following a curve to a point not set; with a long chord of 392.79', a chord bearing of N29°33'20"W,

Radius= 275.39'

Arc=437.31'

Thence N75°02'51"W 932.99' to an iron rod set, the True Point of Beginning.

Said parcel containing 394,968.0 square feet or 9.067 acres, which equates to 36,693.9 square meters or 9.336 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 14

Beginning at a survey control point in the Ward of Gunyncau, 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 800851.3039 and an easting of 941574.6311 noted as the Point of Beginning on the plat labeled "EASEMENT 15 I". Thence S58°15'43"W 1415.33' to an iron rod set, the True Point of Beginning, having a northing of 800106.7923 and an easting of 940370.9503:

Thence S53°34'53"E 189.86' to an iron rod set;

Thence S50°43'25"E 313.99' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 278.22', chord bearing of S52°59'29"E

Radius=3515.39'

Arc=278.30'

Thence S34°44'26"W 49.22' to a point not set;

Thence following a curve to a point not set with a long chord of 282.12', chord bearing of N52°59'29"W

Radius=3564.61'

Arc=282.19'

Thence N50°43'25"W 313.99' to a point not set;

Thence N56°37'00"W 186.32' to a point not set;

Thence N54°53'10"W 2578.10' to an iron rod set;

Thence N35°07'20"E 59.04' to an iron rod set;

Thence S54°53'10"E 2578.09' to an iron rod set, the True Point of Beginning.

Said parcel containing 191,623.6 square feet or 4.399 acres, which equates to 17,802.5 square meters or 4.529 cuerdas.

**LEGAL DESCRIPTION FOR EASEMENT 15 II**

Beginning at a survey control point in the Ward of Machos, said point being a brass disk set in concrete. Said point also known as 'CAMP' and having a northing of 800851.3059 and an easting of 941574.6311 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 15 II". Thence N71°48'01"W 4473.04' to an iron rod set, the True Point of Beginning, having a northing of 802248.3777 and an easting of 937325.3615:

Thence S54°53'10"E 1145.08' to an iron rod set;

Thence S35°07'20"W 59.04' to an iron rod set;

Thence N54°53'10"W 1145.07' to a point not set;

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

Said parcel containing 67,605.1 square feet or 1.552 acres, which equates to 6,208.7 square meters or 1.598 cuerdas.

## LEGAL DESCRIPTION FOR EASEMENT 16

Beginning at a survey control point in the Ward of Machos, said point being a brass disk set in concrete. Said point also known as 'CAMP' and having a northing of 800851.3059 and an easting of 941574.6311 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 16". Thence S25°34'47"W 1356.43' to a PK nail set, the True Point of Beginning, having a northing of 799627.8270 and an easting of 940988.9671:

Thence S55°15'34"E 1622.79' to a point not set;  
Thence following a curve to a point not set with a long chord of 317.94', chord bearing of S44°08'39"E  
    Radius=824.61'  
    Arc=319.94'  
Thence following a curve to a point not set with a long chord of 471.02', chord bearing of S44°53'41"E  
    Radius=1145.39'  
    Arc=474.41'  
Thence S56°45'37"E 453.21' to a point not set;  
Thence following a curve to a point not set with a long chord of 885.86', chord bearing of S25°20'19"E  
    Radius=849.61'  
    Arc=931.87'  
Thence S06°04'59"W 307.16' to a point not set;  
Thence following a curve to a point not set with a long chord of 263.68', chord bearing of S47°25'16"W  
    Radius=199.61'  
    Arc=288.03'  
Thence S88°45'33"W 199.61' to a point not set;  
Thence following a curve to a point not set with a long chord of 512.24', chord bearing of S54°06'07"W  
    Radius=450.39'  
    Arc=544.87'  
Thence S19°26'41"W 326.67' to a point not set;  
Thence following a curve to a point not set with a long chord of 80.15', chord bearing of S20°22'22"W  
    Radius=2474.61'  
    Arc=80.15'  
Thence S21°18'03"W 174.42' to a point not set;  
Thence following a curve to a point not set with a long chord of 181.43', chord bearing of N15°47'57"W  
    Radius=150.39'  
    Arc=194.76'  
Thence S52°53'57"E 1350.91' to an iron rod set;  
Thence S37°06'03"W 49.22' to an iron rod set;  
Thence N52°53'57"W 1350.91' to a point not set;  
Thence following a curve to a point not set with a long chord of 240.81', chord bearing of N15°47'57"W  
    Radius=199.61'  
    Arc=258.50'  
Thence N21°18'03"E 174.42' to a point not set;  
Thence following a curve to a point not set with a long chord of 78.56', chord bearing of N20°22'22"E  
    Radius=2425.39'  
    Arc=78.56'

Thence N19°26'41"E 326.67' to a point not set;  
Thence following a curve to a point not set with a long chord of 568.22', chord bearing of  
N54°06'07"E  
Radius=499.61'  
Arc=604.41'  
Thence N88°45'33"E 199.61' to a point not set;  
Thence following a curve to a point not set with a long chord of 198.67', chord bearing of  
N47°25'16"E  
Radius=150.39'  
Arc=217.01'  
Thence N06°04'59"E 307.16' to a point not set;  
Thence following a curve to a point not set with a long chord of 834.54, chord bearing of  
N25°20'19"W  
Radius=800.39'  
Arc=877.89'  
Thence N56°45'37"W 453.21' to a point not set;  
Thence following a curve to a point not set with a long chord of 491.26, chord bearing of  
N44°53'41"W  
Radius=1194.61'  
Arc=494.79'  
Thence following a curve to a point not set with a long chord of 298.96, chord bearing of  
N44°08'39"W  
Radius=775.39'  
Arc=300.84'  
Thence N55°15'34"W 1622.79' to a point not set;  
Thence N34°44'26"E 49.22' to a PK nail set, True Point of Beginning.

Said parcel containing 357719.9 square feet or 8.212 acres, which equates to 33233.4 square  
meters or 8.455 cuerdas.

### LEGAL DESCRIPTION EASEMENT 17

Beginning at a survey control point in the Ward of Guayacón, 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 Daguno, said point being a brass disk set in concrete. Said point also known as 'BAKER' and having a northing of 794549.6798 and an easting of 921077.9933 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 21". Thence N13°53'46"W 1966.63' to an iron rod set, the True Point of Beginning, having a northing of 796458.7488 and an easting of 920605.6833;

Thence following a curve to a point not set with a long chord of 332.65', chord bearing of S21°45'22"W  
Radius=349.39'  
Arc=346.70'

Thence S06°40'17"E 707.30' to a point not set;

Thence following a curve to a point not set with a long chord of 228.51', chord bearing of S10°09'33"W  
Radius=394.61'  
Arc=231.83'

Thence S26°59'23"W 1182.66' to a point not set;

Thence following a curve to a point not set with a long chord of 62.33', chord bearing of S11°34'06"E  
Radius=50.00'  
Arc=67.30'

Thence following a curve to a point not set with a long chord of 239.96', chord bearing of S25°11'36"E

Radius=284.61'  
Arc=247.71'

Thence S00°15'36"E 233.14' to a point not set;

Thence following a curve to a point not set with a long chord of 115.51', chord bearing of S27°41'13"E  
Radius=125.39'  
Arc=120.05'

Thence S55°06'51"E 162.71' to a point not set;

Thence following a curve to a point not set with a long chord of 156.28', chord bearing of S23°37'40"E  
Radius=149.61'  
Arc=164.43'

Thence S07°51'31"W 152.93' to a point not set;

Thence following a curve to a point not set with a long chord of 86.37', chord bearing of S27°05'18"E  
Radius=75.39'  
Arc=91.97'

Thence S62°02'07"E 305.68' to a point not set;

Thence following a curve to a point not set with a long chord of 349.05', chord bearing of S75°57'24"E  
Radius=725.39'  
Arc=352.51'

Thence S89°52'42"E 180.05' to a point not set;

Thence S01°18'44"E 49.24' to a point not set;

Thence N89°52'42"W 181.28' to a point not set;

Thence following a curve to a point not set with a long chord of 372.73', chord bearing of N75°57'24"W  
Radius=774.61'  
Arc=376.42'

Thence N62°02'07"W 305.68' to a point not set;

Thence following a curve to a point not set with a long chord of 142.76', chord bearing of N27°05'18"W  
Radius=124.61'  
Arc=152.01'

Thence N07°51'31"E 152.93' to a point not set;

Thence following a curve to a point not set with a long chord of 104.87', chord bearing of N23°37'40"W  
Radius=110.39'  
Arc=110.34'

Thence N55°06'51"W 162.71' to a point not set;  
Thence following a curve to a point not set with a long chord of 160.86', chord bearing of N27°41'13"W  
Radius=174.61'  
Arc=167.17'  
Thence N00°15'36"W 233.14' to a point not set;  
Thence following a curve to a point not set with a long chord of 198.46', chord bearing of N25°11'36"W  
Radius=235.39'  
Arc=204.87'  
Thence following a curve to a point not set with a long chord of 123.69', chord bearing of N11°34'06"W  
Radius=99.22'  
Arc=133.54'  
Thence N26°59'23"E 1182.66' to a point not set;  
Thence following a curve to a point not set with a long chord of 200.01', chord bearing of N10°09'33"E  
Radius=345.39'  
Arc=202.91'  
Thence N06°40'17"W 707.30' to a point not set;  
Thence following a curve to a point not set with a long chord of 228.97', chord bearing of N10°01'10"E  
Radius=398.61'  
Arc=232.24'  
Thence following a curve to an iron rod set, the True Point of Beginning, with a long chord of 159.60',  
chord bearing of N56°01'16"E  
Radius=784.61'  
Arc=159.88'

Said parcel containing 221,548.7 square feet or 5.086 acres, which equates to 20,582.6 square meters or 5.237 cuerdas.

LEGAL DESCRIPTION FOR EASEMENT 22

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete; Said point also known as 'DELVIS' and having a northing of 796646.7678 and an easting of 927749.8902 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 22". Thence S10°14'36"E 5702.81' to an iron rod set, the True Point of Beginning, having a northing of 791034.8502 and an easting of 928764.0234:

Thence S37°21'10"E 56.21' to a point not set;

Thence following a curve to a point not set; with a long chord of 93.66', a chord bearing of S32°30' 14"W,

Radius= 399.61'

Arc=93.87'

Thence S39°14'01"W 203.42' to a point not set;

Thence S31°07'00"W 298.77' to a point not set;

Thence N82°23'22"W 53.67' to a point not set;

Thence N31°07'00"E 323.67' to a point not set;

Thence N39°14'01"E 206.91' to a point not set;

Thence following a curve to an iron rod set; the True Point of Beginning with a long chord of 107.32', a chord bearing of N30°25'29"E,

Radius= 350.39'

Arc=107.74'

Said parcel containing 30,374.0 square feet or 0.697 of an acre, which equates to 2,821.8 square meters or 0.718 of a cuerda.

LEGAL DESCRIPTION EASEMENT 23

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete. Said point also known as 'DELVIS' and having a northing of 796646.7678 and an easting of 927749.8902 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 23". Thence N50°37'43"E 1415.10' to an iron rod set, the True Point of Beginning, having a northing of 797544.4326 and an easting of 928843.8370:

Thence N55°35'04"W 49.22' to a point not set;

Thence N34°24'56"E 784.00' to a point not set;

Thence following a curve to an iron rod set with a long chord of 14.71', chord bearing of N10°38'54"W

Radius=10.39'

Arc=16.34'

Thence N55°42'43"W 262.55' to an iron rod set;

Thence N34°26'35"E 49.22' to a point not set;

Thence S55°42'43"E 262.42' to a point not set;

Thence following a curve to a point not set with a long chord of 84.40', chord bearing of S10°38'54"E

Radius=59.61'

Arc=93.77'

Thence S34°24'56"W 784.00' to an iron rod set, the True Point of Beginning.

Said parcel containing 54,217.7 square feet or 1.245 acres, which equates to 5,037.0 square meters or 1.282 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 24

Beginning at a survey control point in the Ward of Guynecan, 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 393.01', 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 Quayacan, 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 Quayacan, 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 PARCEL 24 (HEALTH CLINIC)

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**FINDING OF SUITABILITY TO TRANSFER**

**PARCEL 24  
(HEALTH CLINIC)**

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



**Prepared by:**

**Department of the Navy  
Base Realignment and Closure  
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**November 2007**

**FINDING OF SUITABILITY TO TRANSFER  
PARCEL 24 (HEALTH CLINIC)  
NAVAL ACTIVITY PUERTO RICO**

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FINDING OF SUITABILITY TO TRANSFER  
PARCEL 24 (HEALTH CLINIC)  
NAVAL ACTIVITY PUERTO RICO

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**1.0 PURPOSE**

This Finding of Suitability to Transfer (FOST) documents my determination, as the responsible Department of Defense (DoD) component official, that certain real property and associated improvements known as the Health Clinic Parcel, or Parcel 24, located at Naval Activity Puerto Rico (NAPR), Ceiba, Puerto Rico, (hereafter Subject Property) are environmentally suitable for deed transfer. This decision is based primarily on my review of information contained in two of the documents listed in Exhibit A (References) – CERFA Identification of Uncontaminated Property, Former Naval Station Roosevelt Roads, Puerto Rico (the CERFA Report; Navy, 2006b), and Phase I/II Environmental Condition of Property Report, Former Naval Station Roosevelt Roads, Ceiba, Puerto Rico (the ECP Report; Navy, 2005). Factors leading to this decision and other pertinent information related to property transfer requirements are stated below.

**2.0 DESCRIPTION OF PROPERTY**

NAPR was formerly known as Naval Station Roosevelt Roads (NSRR) until it ceased operation as an active Naval Station on March 31, 2004, at which point it was designated Naval Activity Puerto Rico. NAPR is located on the east coast of Puerto Rico adjacent to the municipality of Ceiba. The Subject Property is a 2.319-acre parcel of land located in the Downtown area of NAPR, that includes Building 2338 (Former Dental Clinic; 1-story; 13,173 square feet) and an asphalt parking lot. Exhibit B is a vicinity map showing the location of the Subject Property on the former naval station, and Exhibit C is an individual parcel map from the Draft Report, Parcel Map for the Disposal of Naval Activity Puerto Rico (GMI, 2005). A survey map of Parcel 24 is provided in Exhibit D.

**3.0 PAST USE AND PROPOSED REUSE**

The Subject Property has been used as a dental clinic since it was built in a previously undeveloped area in 1993. The Naval Station Roosevelt Roads Reuse Plan (CBRE et al, 2004) developed by the Puerto Rico Department of Economic Development and Commerce (DEDC) anticipated the proposed reuse as a Community Based Outpatient Clinic for veterans. In a May 29, 2007 letter to the U.S. Department of Health and Human Services, the Portal del Futuro Authority (PFA), a division of the DEDC acting as the Local Redevelopment Authority, confirmed that the PFA would apply for a public benefit conveyance of the Subject Property for health purposes (PFA, 2007).

FINDING OF SUITABILITY TO TRANSFER  
PARCEL 24 (HEALTH CLINIC)  
NAVAL ACTIVITY PUERTO RICO

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**4.0 ENVIRONMENTAL FINDINGS**

All available information concerning the past storage, release, or disposal of hazardous substances and/or petroleum products on the former NSRR, as collected through record searches, aerial photographs, personnel interviews, and on-site visual inspections, is contained in the ECP Report. The following summarizes the findings as they relate to the Subject Property and the corresponding Condition of Property Classification assigned to the real property to be transferred.

**A. Hazardous Substance Contamination**

There is nothing in the records that indicates any hazardous substance has been released or disposed of on the Subject Property, and the ECP investigation did not discover any radioactive materials at the clinic, nor any environmental issues associated with medical waste.

There was once a satellite accumulation area associated with Building 2338 where non-regulated waste was stored. The storage area was no longer in use at the time of the ECP inspection. Immediately prior to closure of NSRR, medical waste generated at the dental clinic was transported to the hospital for staging until the next medical waste pickup. The Bio-Hazardous Waste Management Plan governed the handling, storage and disposal of bio-hazardous waste generated by, or delivered to, the hospital. Waste was disposed of in specified red biohazard bags, transported to Building 2434, the Biohazard Waste Storage Building, and placed in designated storage containers until pickup. A manifest was then prepared and signed by the designated Environmental Protection Specialist (EPS). The EPS kept a copy of the manifest for tracking and filing.

**B. Petroleum Contamination**

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

FINDING OF SUITABILITY TO TRANSFER  
PARCEL 24 (HEALTH CLINIC)  
NAVAL ACTIVITY PUERTO RICO

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**C. Condition of Property Classification**

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

- **Category 1** – Areas where no known or documented releases, or disposal of hazardous substances or petroleum products or their derivatives has occurred, including no migration of these substances from adjacent areas.
- **Category 2** – Areas where the release, disposal, or migration, or some combination thereof, of hazardous substances, or petroleum products or their derivatives has occurred, but at concentrations that do not require a removal or remedial action, or all remedial actions necessary to protect human health and the environment have been taken.
- **Category 3** – Areas where a confirmed or suspected release, disposal, or migration, or some combination thereof, of hazardous substances, or petroleum products or their derivatives has occurred, but required investigation and/or response actions have not yet been initiated or are ongoing.

These categories are derived from CERCLA, CERFA and the American Society for Testing and Materials (ASTM) Standard Practice for Conducting Environmental Baseline Surveys (ASTM Standard D 6008-96), which further incorporates ASTM D 5746-98 (2002) Standard Classification of Environmental Condition of Property Area Types for Defense Base Closure and Realignment Facilities.

CERFA stipulates that the federal government must identify "uncontaminated property" scheduled for transfer, and defines this as "...real property on which no hazardous substances and no petroleum products or their derivatives were known to have been released, or disposed of" [(Section 9620(h)(4)(A)]. In accordance with the property condition classification guidelines discussed above, the Subject Property is suitable for deed transfer and is classified as Category 1 (uncontaminated). The Final CERFA Report was submitted to the Puerto Rico Environmental Quality Board (EQB) for concurrence. On 11 August 2006, EQB provided the concurrence statement included as Exhibit E to this FOST.

FINDING OF SUITABILITY TO TRANSFER  
PARCEL 24 (HEALTH CLINIC)  
NAVAL ACTIVITY PUERTO RICO

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**D. Other Environmental Aspects**

1. Ordnance

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

2. Asbestos-Containing Materials

According to the *Final Asbestos Inspection Report for Naval Activity Puerto Rico, Ceiba, Puerto Rico* (Baker, 2005), eleven suspect homogeneous materials were identified and sampled in Building 2338. None of the materials were found to be asbestos-containing material (ACM). Detailed information about the materials identified and sampled during the asbestos inspection, including summary tables, location drawings, photographs and laboratory reports, is included in the report.

3. Lead-Based Paint

Lead-based paint (LBP) was banned for consumer use in 1978. Building 2338 was constructed in 1993. Therefore, LBP is not expected to be present.

4. Polychlorinated Biphenyls

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

5. Radon

According to the *Preliminary Geologic Radon Potential Assessment of Puerto Rico* (USGS, 1993), the Commonwealth of Puerto Rico exhibits generally low indoor radon levels, and a survey of radon concentrations of offices, housing units, schools and other

FINDING OF SUITABILITY TO TRANSFER  
PARCEL 24 (HEALTH CLINIC)  
NAVAL ACTIVITY PUERTO RICO

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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.

6. Threatened and Endangered Species

As shown on the individual parcel map in Exhibit C, breeding habitat for the endangered yellow-shouldered blackbird has been identified throughout the Subject Property. The Commonwealth of Puerto Rico has committed to zoning the property in a manner that will implement the planning, development, maintenance, mitigation and use requirements described on the parcel maps.

In accordance with the Endangered Species Act, the Navy developed a Biological Assessment for the former NSRR in 2006 to assess the potential impact on any federally protected species from the disposal of NSRR. Given the protection measures addressed in detail in the *Biological Assessment for the Disposal of Naval Station Roosevelt Roads/Naval Activity Puerto Rico Final Report* (Navy, 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.

FINDING OF SUITABILITY TO TRANSFER  
PARCEL 24 (HEALTH CLINIC)  
NAVAL ACTIVITY PUERTO RICO

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**B. Hazardous Substance Notice**

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

**FINDING OF SUITABILITY TO TRANSFER  
PARCEL 24 (HEALTH CLINIC)  
NAVAL ACTIVITY PUERTO RICO**

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**F. Environmental Compliance Agreements / Permits / Orders**

On January 29, 2007, the U.S. Department of the Navy and EPA voluntarily entered into an Administrative Order on Consent (Consent Order). The Consent Order set out the Navy's corrective action obligations under the Resource Conservation and Recovery Act (RCRA) and replaced the 1994 RCRA permit as the document memorializing these obligations concerning NAPR. Because there are no RCRA solid waste management units or areas of concern on the Subject Property, there are no RCRA obligations related to the Subject Property at this time. 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. No review comments were received from either agency. The ECP Report was made available for public review upon finalization. Copies of all transfer documentation will be made available to EPA and EQB representatives upon request after execution of the same.

**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.

Nov 8, 2007  
Date

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

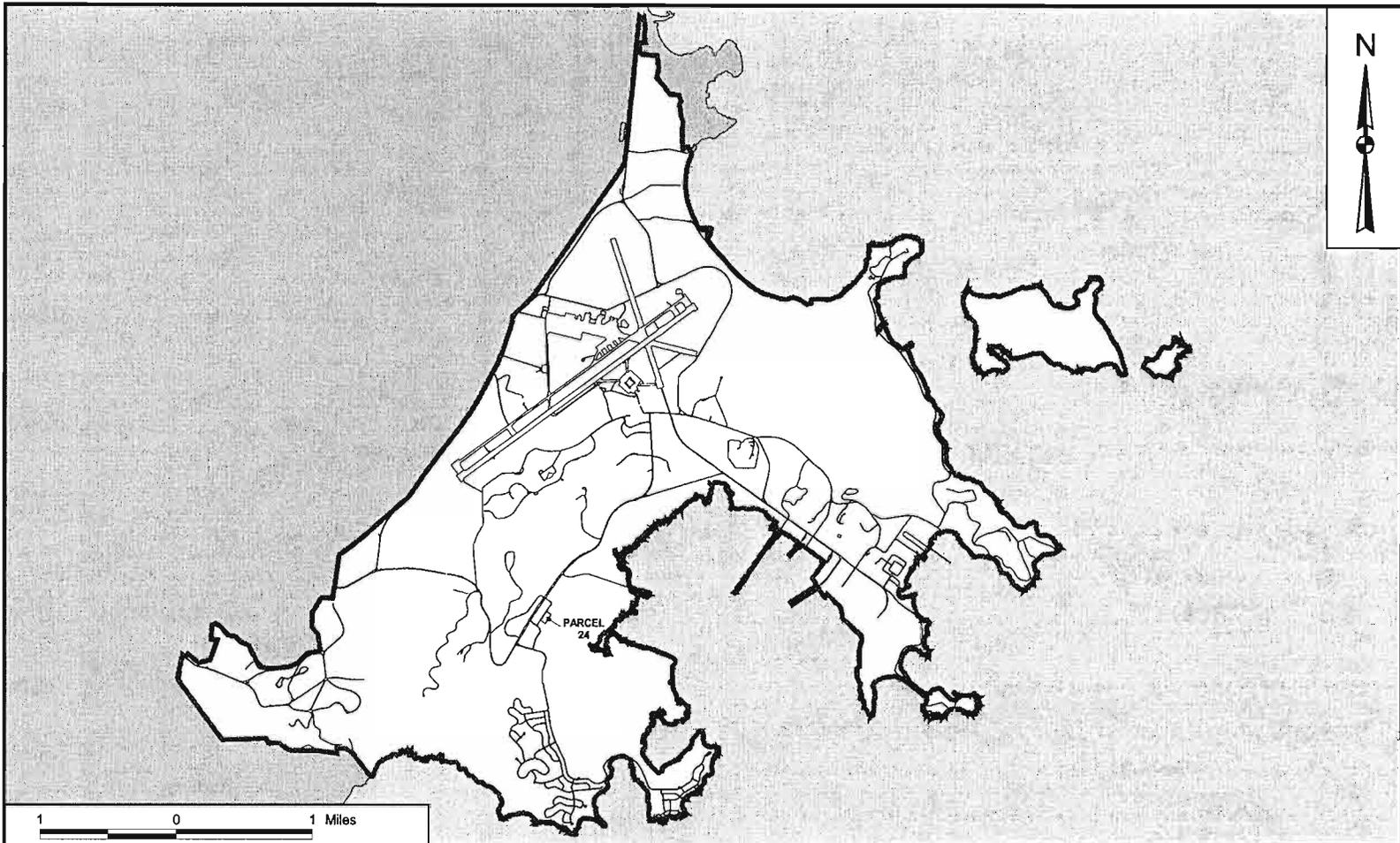
**Exhibit A**  
**References**

**FINDING OF SUITABILITY TO TRANSFER  
PARCEL 24 (HEALTH CLINIC)  
NAVAL ACTIVITY PUERTO RICO**

**REFERENCES**

- Baker, 2005. (Michael Baker Jr., Inc.) *Final Asbestos Inspection Report for Naval Activity Puerto Rico, Ceiba, Puerto Rico*. Moon Township, Pennsylvania. June 2005.
- CBRE et al, 2004. (CB Richard Ellis Consulting, Cooper Robertson & Parnters, Moffatt & Nichol, Puerto Rico Management & Economic Consultants, Inc.) *Naval Station Roosevelt Roads Reuse Plan*. December 2004.
- 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.
- PFA, 2007. (Portal del Futuro Authority) Letter from Antonio Colorado, Executive Director, to Kathy Beach, Department of Health and Human Services, Program Support Center, Real Property Section, Subject: Application for a Public Health Conveyance, Hato Rey, Puerto Rico. May 29, 2007.
- USGS, 1993. (U.S. Geological Survey) *Open File Report 93-292-K, Preliminary Geologic Radon Potential Assessment of Puerto Rico*. 1993.

**Exhibit B**  
**Vicinity Map**



DRAWN BY S. STROZ	DATE 8/29/07
CHECKED BY L. ANDERSON	DATE 8/29/07
COST/SCHEDULE-AREA	
SCALE AS NOTED	



PARCEL 24  
(HEALTH CLINIC)  
NAVAL ACTIVITY PUERTO RICO  
CEIBA, PUERTO RICO

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

**Exhibit C**  
**Parcel Map**

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**THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 24**

**Common Name—Health Clinic  
Conveyance—PBC  
Neighboring Parcel(s)—25**

**Yellow-shouldered Blackbird**

**GENERAL REQUIREMENTS**

- Consult with the U.S. Fish and Wildlife Service regarding any development plans.
- Pesticide and herbicide applications must follow Commonwealth of Puerto Rico regulations.

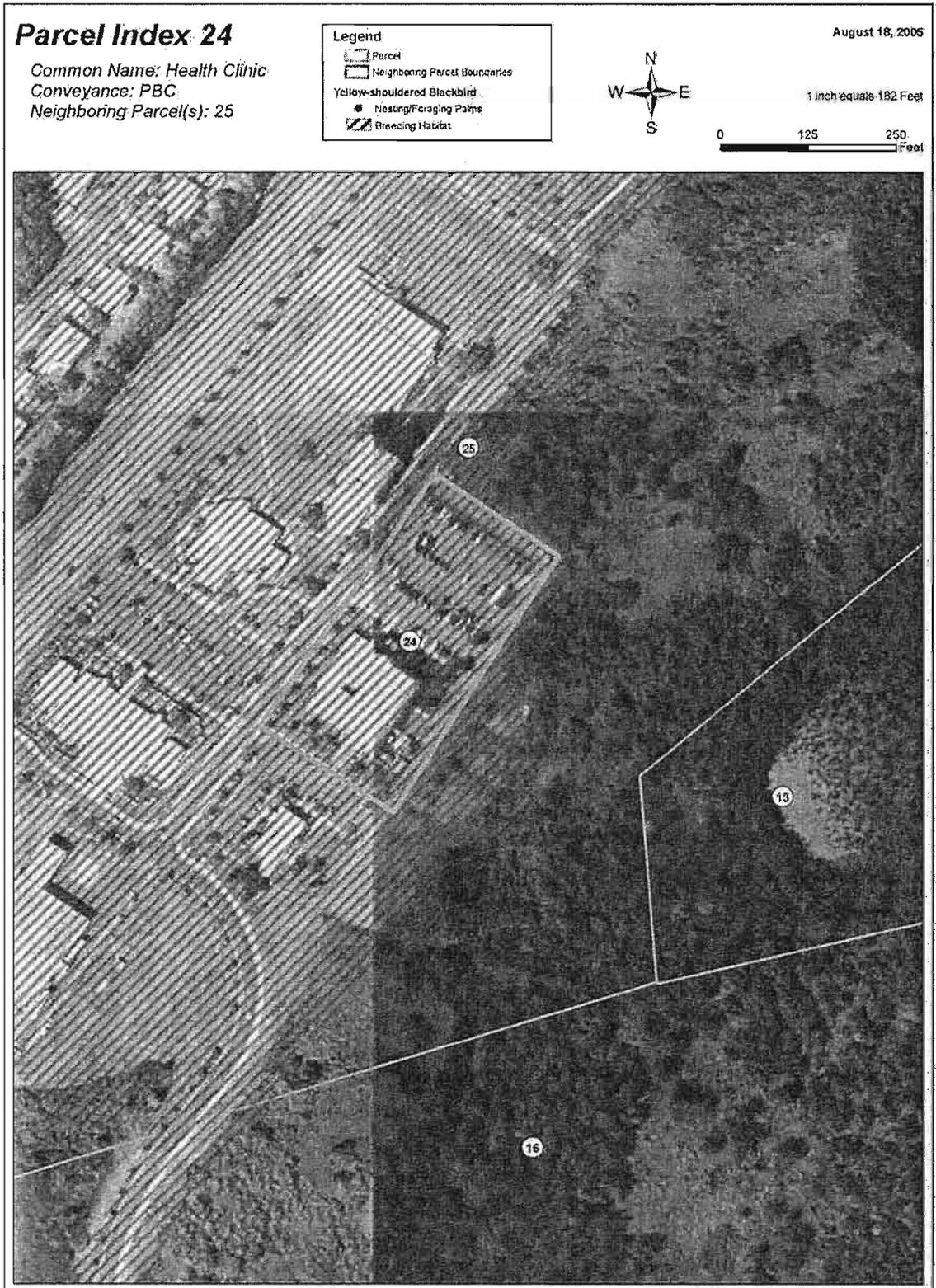
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<b>Activity</b>	<b>Conservation Measures</b>
<b>Development Planning</b>	Save as many existing on site palms and trees as possible in new development plans.
<b>Demolition/Remodeling</b>	Schedule activity from September 1 through March 14 or conduct 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 24**

Common Name: Health Clinic  
Conveyance: PBC  
Neighboring Parcel(s): 25

**Legend:**

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

August 18, 2005



1 inch equals 182 Feet



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



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**Exhibit E**  
**CERFA Concurrence**

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

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

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

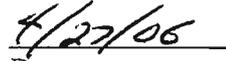
Included in the CERFA Clean classification are a total of 14 SWMUs. Ten of these SWMUs were identified by EPA in the 1994 RCRA Part B permit, and an additional four sites were identified by the ECP. All 14 of these sites were originally identified based on a suspected release or disposal activity, but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

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

**Submitted**

  
\_\_\_\_\_  
R. DAVID CRISWELL, P. E.

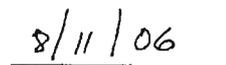
BRAC Environmental Coordinator

  
\_\_\_\_\_  
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

  
\_\_\_\_\_  
Date

**EXHIBIT "E"**

**DEPARTMENT OF DEFENSE INSTRUCTION 4165.72**

*28*  
*MSB.*



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.

*gfb*  
*mb*

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

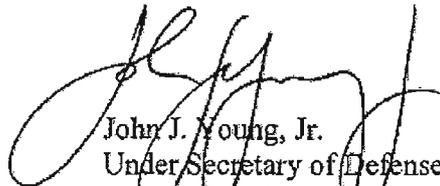
This Instruction is effective immediately.

## 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.