



DEPARTMENT OF THE NAVY
NAVAL FACILITIES ENGINEERING COMMAND, MID ATLANTIC
9324 VIRGINIA AVENUE
NORFOLK, VA 23511-3095

LI-10904
AM14-AP
September 10, 2018

Mr. Adam Schlicht
Municipal Port Director
Board of Harbor Commissioners
2323 S. Lincoln Memorial Drive
Milwaukee, WI 53207-1054

Dear Mr. Schlicht,

SUBJECT: NAVY CONTRACT NO. N40085-18-RP-00071

Enclosed for your review and signature is Navy Contract No. N40085-18-RP-00071 (LI-10904), succeeding Navy Contract No. N62467-02-RP-00155, for approximately 5.90 acres of land for the Navy and Marine Corps Reserve Center (N&MCRC) located at 2401 South Lincoln Memorial Drive, in the City of Milwaukee, Wisconsin. This succeeding lease contains terms and conditions for the period of October 1, 2018 – September 30, 2019 with the option to renew for nineteen (19) additional one (1) year periods.

Please return two signed original copies to:

ATTN ADAM PROVOST CODE AM14
COMMANDING OFFICER
NAVFAC MIDLANT
9324 VIRGINIA AVENUE
NORFOLK VA 23511-3095

If you have any questions, please contact Mr. Adam Provost, Realty Specialist, at telephone number (757) 341-1976 or via email at adam.provost1@navy.mil.

Sincerely,

A handwritten signature in black ink, appearing to read "Heather Stadler".

HEATHER STADLER
Real Estate Contracting Officer
By direction

Enclosure: 1. Navy Contract No. N40085-18-RP-00071

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE: October 1, 2018

LEASE NO. LI-10904 Navy Contract: N40085-18-RP-00071

THIS LEASE, made and entered into this date by and between **The City of Milwaukee, a Wisconsin Municipal corporation, by and through its Board of Harbor Commissioners**

DUNS 098544802

Cage Code 1STE3

TIN 39-6005532

whose address is **2323 S. Lincoln Memorial Drive, Milwaukee, WI 53207-1054**

and whose interest in the property hereinafter described is that of **Owner**, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agrees as follows:

1. The lessor hereby leases to the Government the following described premises:

All that certain parcel of land containing approximately 5.90 acres of land located at 2401 S. Lincoln Memorial Drive, Milwaukee, WI 53207-1901 upon which the Government has constructed and owns improvements as shown on Exhibit "A" (attached hereto), for use as a Navy and Marine Corps Reserve Center and other purposes as are incidental to the Tenant's national defense mission, including but not limited to military training, equipment, storage, buildings, and vehicle parking facilities

to be used for **Government Purposes**.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of one year beginning on

October 1, 2018 through September 30, 2019, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of **\$105,000** at the rate of **\$26,250** per **quarter** in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: **The City of Milwaukee, Board of Harbor Commissioners**.

4. The Government may terminate this lease at any time by giving at least **90** days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed **ANNUALLY** at the option of the Government, for the following terms and at the following rentals:

For option years one (1) – four (4) of the lease (1 OCT 19 – 30 SEP 20; 1 OCT 20 – 30 SEP 21; 1 OCT 21 – 30 SEP 22; and 1 OCT 22 – 30 SEP 23) Government shall pay Owner a sum of One Hundred Five Thousand Dollars (\$105,000) per year, payable at a rate of Twenty-Six Thousand Two Hundred Fifty Dollars (\$26,250) quarterly in arrears. Rent for a lesser period will be prorated.

For option years five (5) – ten (10) of the lease (1 OCT 23 – 30 SEP 24; 1 OCT 24 – 30 SEP 25; 1 OCT 25 – 30 SEP 26; 1 OCT 26 – 30 SEP 27; and 1 OCT 27- 30 SEP 28) Government shall pay Owner a sum of One Hundred Twenty Thousand Dollars (\$120,000) per year, payable at a rate of Thirty Thousand Dollars (\$30,000) quarterly in arrears. Rent for a lesser period will be prorated.

For option years eleven (11) – fifteen (15) (1 OCT 28 – 30 SEP 29; 1 OCT 29 – 30 SEP 30; 1 OCT 30 – 30 SEP 31; 1 OCT 31 – 30 SEP 32; and 1 OCT 32 – 30 SEP 33) Government shall pay Owner a sum of One Hundred Forty-Six Thousand Four Hundred Dollars (\$146,400) per year, payable at a rate of Thirty-Six Thousand Six Hundred Dollars (\$36,600) quarterly in arrears. Rent for a lesser period will be prorated.

For option years twelve (12) – twenty (20) (1 OCT 33 – 30 SEP 34; 1 OCT 34 – 30 SEP 35; 1 OCT 35 – 30 SEP 36; 1 OCT 36 – 30 SEP 37; and 1 OCT 37 – 30 SEP 38) Government shall pay Owner a sum of One Hundred Sixty Thousand Dollars (\$160,000) per year, payable at a rate of Forty Thousand Dollars (\$40,000) quarterly in arrears. Rent for a lesser period will be prorated.

provided notice be given in writing to the Lessor least **30** days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term.

Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following: N/A

7. The following are attached and made a part hereof:

- Exhibit "A": Legal Description and Map of Leased Area**
- Exhibit "B": General Clauses**
- Exhibit "C": Environmental Condition of Property Checklist**
- Exhibit "D": Joint Inventory & Inspection Report**

8. The following changes were made in this lease prior to its execution:

See General Clauses #14 for Additions, Deletions and Modifications.

Accounting Appropriation Data (for Lease Year October 1, 2018 – September 30, 2019):

ACCOUNTING CLASSIFICATION TO BE CHARGED (DISBURSEMENT)										
A. ACRN	B. APPROPRIA- TION	C. SUB- HEAD	D. OBJ. CLASS	E. BU- CONTROL	F. SA	G. AAA	H. TT	I. PAA	J. COST CODE	K. AMOUNT
AA	1791806	52FR	232	00520		056521	2D	RLYGNG	46319RC003LD	\$105,000.00

IN WITNESS WHEREOF, the parties herto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
IN PRESENCE OF	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
UNITED STATES OF AMERICA	
SIGNATURE	NAME OF SIGNER HEATHER STADLER
	OFFICIAL TITLE OF SIGNER REAL ESTATE CONTRACTING OFFICER

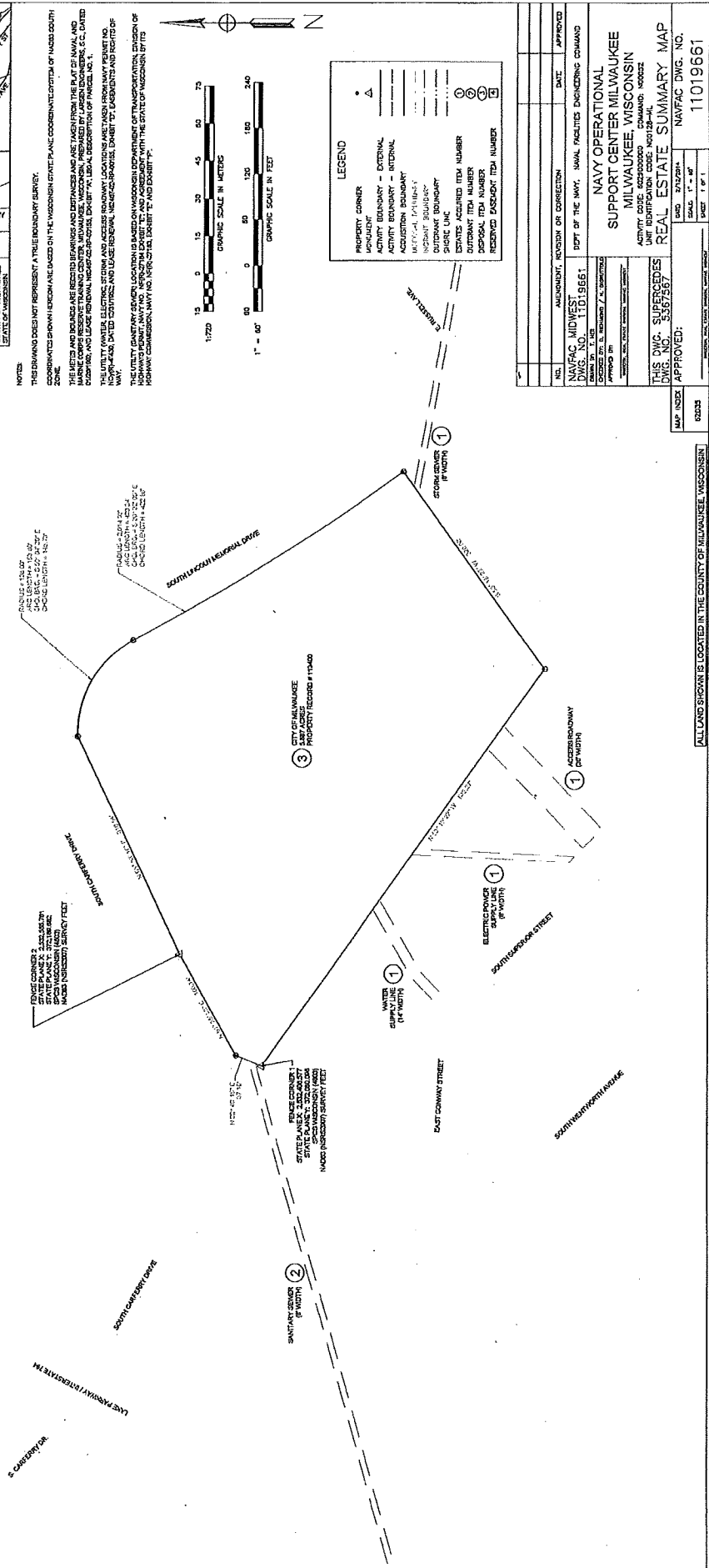
Exhibit "A"
Navy Contact No. N40085-18-RP-00071

ESTATES ACQUIRED BY U.S.A.

ITEM	DATE ACQUIRED	ACTIVITY	ACQUISITION METHOD	LEGAL INSTRUMENT NO.	DATE OF INSTRUMENT	ACTIVITY	DESCRIPTION
①	1971	PERMIT	100515	119719	04	UNKNOWN	UTILITY EASEMENTS
②	1971	PERMIT	100710	117000	04	UNKNOWN	SEWER DRAINAGE
③	1971	LEASE	113400	130202	04	UNKNOWN	LAND LEASE

REAL ESTATE ACQUISITION SUMMARY

ESTATE	ACQUISITIONS				ENCUMBRANCES AND OUTRIGHTS		TOTAL
	PURCHASE	CONDOMINIUM	CEDED	EXCHANGE	RESERVATION	TOTAL	
FEES							
EASEMENTS							
PERMIT	0.47					0.47	
LEASE	5.87					5.87	
TOTAL	6.34					6.34	



NO. 11019661
MILWAUKEE DISTRICT
DIMS. NO. 11019661
DEPT. OF THE NAVY, NAVAL FACILITIES ENGINEERING COMMAND

THIS DMC SUPERSEDES UNIT REGISTRATION CODE N40085-18-RP-00071
APPROVED: 5/8/79

MAP NUMBER: 11019661
SCALE: 1" = 40'
DATE: 5/8/79

NAVY OPERATIONAL SUPPORT CENTER MILWAUKEE
MILWAUKEE, WISCONSIN
ACTIVITY: SUPPORT CENTER MILWAUKEE
UNIT REGISTRATION CODE: N40085-18-RP-00071
REAL ESTATE SUMMARY MAP

ALL LAND SHOWN IS LOCATED IN THE COUNTY OF MILWAUKEE, WISCONSIN

Exhibit "A"
Navy Contact No. N40085-18-RP-00071

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) ~~Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.~~

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or default conditions,

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Premises unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Premises or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

2. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property. ~~including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense.~~ The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

3. GSAR 552.270-12 ALTERATIONS (SEP 1999)
This clause is incorporated by reference.

4. GSAR 552.270-31 PROMPT PAYMENT (JUN 2011)
This clause is incorporated by reference.

5. FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
This clause is incorporated by reference.

6. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
This clause is incorporated by reference.

7. FAR 52.233-1 DISPUTES (MAY 2014)
This clause is incorporated by reference.

8. FAR 52.222-26 EQUAL OPPORTUNITY (SEPT 2016)
This clause is incorporated by reference.

9. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
This clause is incorporated by reference.

10. FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
This clause is incorporated by reference.

11. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEPT 2016)
This clause is incorporated by reference.

12. FAR 52.223-6 DRUG FREE WORKPLACE (MAY 2001)
This clause is incorporated by reference.

13. ADDITIONS:

13.1. This lease is entered into as a result of other than competitive procedures pursuant to 10 U.S.C. § 2304(c) and any necessary determinations and findings or other supporting statement or justification, prescribed by the applicable Act, have been made (pursuant to NAVFAC P-73, Chapter 13).

13.2. This Lease is not subject to the requirements of 10 U.S.C. § 2662.

13.3. Anti-Deficiency Act (31 U.S.C. § 1341, as amended). Nothing in this Lease shall constitute an obligation of funds of the United States in advance of an appropriation thereof.

13.4. Administration:

(a) This Lease is administered on behalf of the Government by Naval Facilities Engineering Command, Mid-Atlantic. All Correspondence shall be sent to the following address:

Attn: Code AM14
Commanding Officer
Naval Facilities Engineering Command, Mid-Atlantic
9324 Virginia Ave.
Norfolk, VA 23511
Tel: 757-341-1976 (Adam Provost)
Email: adam.provost1@navy.mil

(b) Payments will be made by:

Defense Accounting and Finance Service (DFAS)
Cleveland, OH 44199-2005

13.5. In the event of breach by Government of any of the terms, conditions, or obligations hereof, the Government shall be afforded one hundred twenty (120) days from the receipt of LESSORS's notice of intent to cure the subject breach and avoid termination of this lease.

13.6. MAINTENANCE OF THE PREMISES. Government assumes the sole responsibility for the condition, operation, maintenance, repair, replacement and management of the Premises and all improvements or facilities now or hereafter erected, installed, or constructed in, on, or under the Premises. LESSOR shall not be required to furnish any facilities or services, or make any repairs, replacements, or alterations to facilities of any kind or character whatsoever.

13.7. DEFAULT BY GOVERNMENT. The following conditions shall constitute default by the Government, and shall give rise to the following rights and remedies for LESSOR:

(a) Any failure by Government to pay any rent or other amount to be paid by Government when due pursuant to the terms of this lease, subject to the written notice and cure provisions set forth in this Lease; or

(b) Any material failure by Government to observe or perform any other term, condition, or covenant of this Lease to be observed or performed by Government, if such failure shall continue beyond the notice and cure provisions set forth in this Lease.

In the event of any default under this lease by Government, LESSOR shall have the right, at its option, to terminate this Lease and Government's right to possession hereunder by giving written notice thereof to Government specifying the event or events of default. In addition, LESSOR shall have all remedies now or hereafter provided by applicable law and at equity for enforcing the provisions of this lease and LESSOR's rights hereunder and all such remedies shall be deemed to be cumulative.

14. DELETIONS AND MODIFICATIONS:

Deletions and Modifications were made to the following General Clauses Due to their limited applicability in this Contract:

14.1. DEFAULT BY LESSOR – Portions of this paragraph were deleted which were not applicable to this Lease.

14.2. COMPLIANCE WITH APPLICABLE LAW – Portions of this paragraph were deleted which were not applicable to this Lease.

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST / COASTAL ZONE ASSESSMENT OF POTENTIAL IMPACTS

Installation: Navy Operational Support Center Milwaukee, Wisconsin

Parcel / Site Location and Description: 2401 S Lincoln Memorial Dr., Milwaukee, WI 53207

Proposed Real Estate Action Description: Lease Renewal (Property Only - Excludes Structures)

SECTION 1: SITE SUMMARY INFORMATION

Information regarding site uses and any hazardous materials, contamination, or conditions. All available and pertinent files, records, reports and aerial photographs were reviewed and, where necessary, a site inspection and/or personal interviews were conducted to document the environmental conditions of property to support the proposed real estate action. A summary of the conditions, sources of information (including location), and any required use restrictions are provided for each environmental condition.

A. Parcel / Site Uses

Prior Uses: Industrial use of property from 1870 to 1929

Current Uses: Navy Operational Support Center (NOSC) and Marine Corps Reserve Center (MCRC)

Future Uses: Continued use as NOSC and MCRC

Change in Property Use? Yes No Within Fence Line? Yes No

Date(s) of Site Inspection: 28 July 2017

B. Contaminants (Known or Suspected Environmental Contamination at or near Project Site)Soil/Sediment/GW Contamination: Yes No Unknown Not Relevant Fill - Demo Debris / Asbestos / Other: Yes No Unknown Not Relevant Munitions Constituents: Yes No Unknown Not Relevant At or near ERN / IR Site: Yes No Unknown Not Relevant Land Use Restrictions (LUCs): Yes No Unknown Not Relevant Source of Information: (1) <https://bayviewcompass.com/milwaukee-iron-company/>
(2) Mr. Bruce G. Mack, Installation Environmental Program Director, Naval Station Great Lakes (NSGL)

Notes / Discussion:

From 1870 to 1929, an iron and steel mill operated at the property. The property was initially the site of the Milwaukee Iron Company mill. In later years, the facility operated as the North Chicago Rolling Mills Company, the Illinois Steel Company, the Federal Steel Company, and finally the U.S. Steel Company.

Some residual contamination, slag, and debris would be expected in subsurface soils. However, there is no expectation that the current facility occupants would have a complete exposure pathway to residual contamination in the subsurface, as the property surface is asphalt, concrete, or fully vegetated.

No Land Use Controls (LUCs) are identified since property is not Navy owned. However, it is recommended that any land-intrusive activities be coordinated through NSGL PWD Environmental to make sure that appropriate controls are put in place.

Restrictions or Land Use Controls: Yes No *If yes, please identify and explain in detail in Section 2 below.***C. Hazardous Building Materials or EV-Related Building Conditions**

- Asbestos				
Up-to-Date Survey Available:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	Not Relevant <input checked="" type="checkbox"/>
Asbestos Present:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	Not Relevant <input checked="" type="checkbox"/>
If yes:	Friable <input type="checkbox"/>	Non-friable <input type="checkbox"/>	Unknown <input type="checkbox"/>	
Source of Information:	(1) 28 July 2017 Site Visit			
Notes / Discussion:	Lease is for property only. Asbestos, if present, would be in Navy owned structures.			
Restrictions or Land Use Controls:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
<i>If yes, please identify and explain in detail in Section 2 below.</i>				
- Paint (Lead-Based Paint and other Metal-Based Paints)				
Up-to-Date Survey Available:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	Not Relevant <input checked="" type="checkbox"/>
Lead-Based Paint Present:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	Not Relevant <input checked="" type="checkbox"/>
Other Paint Contaminants:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	Not Relevant <input checked="" type="checkbox"/>
Source of Information:	(2) 28 July 2017 Site Visit			
Notes / Discussion:	Lease is for property only. Lead-based paint, if present, would be in Navy owned structures.			
Restrictions or Land Use Controls:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
<i>If yes, please identify and explain in detail in Section 2 below.</i>				
- Miscellaneous Materials / Equipment				
Up-to-Date Survey Available:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	Not Relevant <input checked="" type="checkbox"/>
PCB-Containing Ballasts:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	Not Relevant <input checked="" type="checkbox"/>
Mercury- Switch Thermostats:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	Not Relevant <input checked="" type="checkbox"/>
Tritium Exit Signs:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	Not Relevant <input checked="" type="checkbox"/>
Other - Discuss in Notes below:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	Not Relevant <input checked="" type="checkbox"/>
Source of Information:	(1) 28 July 2017 Site Visit			
Notes / Discussion:	Lease is for property only. Materials, if present, would be in Navy owned structures.			
Restrictions or Land Use Controls:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
<i>If yes, please identify and explain in detail in Section 2 below.</i>				
- Radon				
Recent, Relevant Data Available:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	Not Relevant <input checked="" type="checkbox"/>
If yes, data > 4 pCi/L?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	Not Relevant <input checked="" type="checkbox"/>
EPA Radon Zone:	Zone <input type="text"/>			
Source of Information:	(1) 28 July 2017 Site Visit			
Notes / Discussion:	Lease is for property only. Radon, if present, would be in Navy owned structures.			
Restrictions or Land Use Controls:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
<i>If yes, please identify and explain in detail in Section 2 below.</i>				
- Mold, Insect or Rodent Infestation, and Other EV-Related Conditions				
Mold Observed:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	Not Relevant <input checked="" type="checkbox"/>

Insect Infestation:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	Not Relevant <input checked="" type="checkbox"/>
Rodent Infestation:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	Not Relevant <input checked="" type="checkbox"/>
Source of Information:	(1) 28 July 2017 Site Visit			
Notes / Discussion:	Lease is for property only. Mold, if present, would be in Navy owned structures.			
Restrictions or Land Use Controls:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		

If yes, please identify and explain in detail in Section 2 below.

D. Hazardous Materials (Other than In-Place Building Materials Discussed in Section C above)

Hazardous Material Use:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Unknown <input type="checkbox"/>	Not Relevant <input type="checkbox"/>
Hazardous Material Storage:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Unknown <input type="checkbox"/>	Not Relevant <input type="checkbox"/>
If yes, type(s) of use / storage:				
If yes, type(s) of HM:				

Source of Information:	(1) 28 July 2017 Site Visit
Notes / Discussion:	<p>Hazardous materials are utilized within the structure for performance of mission-related activities, which include training, vehicle maintenance, and medical and dental examinations. No hazardous material storage was observed outside of the structure.</p> <p>There are no hazardous material-related concerns associated with the property independent of DOD operations at the site. DOD use and storage of hazardous materials are not relevant to the review.</p>

Restrictions or Land Use Controls:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
------------------------------------	------------------------------	--	--	--

If yes, please identify and explain in detail in Section 2 below.

E. Treatment, Storage, Disposal of Hazardous Waste

Treatment, Storage or Disposal of HW:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Unknown <input type="checkbox"/>	Not Relevant <input type="checkbox"/>
If yes, HAZMAT type(s), location(s), and process(es):				

Source of Information:	(1) 28 July 2017 Site Visit
Notes / Discussion:	<p>Small quantities of hazardous wastes are generated by the Navy and the Marine Corps in performance of mission-related activities, which include training, vehicle maintenance, and medical and dental examinations. No hazardous waste storage was observed outside of the structure. MCRC-owned hazardous waste storage sheds are present at the western portion of the property; however, the sheds contain no waste and are awaiting DRMO pickup.</p> <p>As noted above in Section B, residual contamination from the past industrial use of the site is likely present in subsurface soils. No information is available to evaluate whether any of that material would have toxic characteristics, as defined by RCRA. Regardless, the present of the residual site contamination from historical operations would not qualify the property as a RCRA Treatment, Storage, and Disposal (TSD) site.</p>

Restrictions or Land Use Controls:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
------------------------------------	------------------------------	--	--	--

If yes, please identify and explain in detail in Section 2 below.

F. Underground Storage Tanks

UST(s) within parcel:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Unknown <input type="checkbox"/>	Not Relevant <input type="checkbox"/>
-----------------------	------------------------------	--	----------------------------------	---------------------------------------

If yes,	Tank #	<input type="text"/>	Contents	Empty	Gallons	4000
Source of Information:	(1) Internal Assessment Plan Notebook, September 2016 (2) 28 July 2017 Site Visit					
Notes / Discussion:	<p>From the IAP Notebook: "An inactive 4,000-gallon underground storage tank (UST) is located at NOSC Milwaukee. The UST was formerly used to store fuel oil for the facility's oil-fired boiler, which was replaced with a gas-fired boiler. The tank is partially located under an exterior wall of the building, which prohibits its removal from the property. Instead, the tank was closed in place, and NOSC Milwaukee was granted a letter of No Further Action by the Wisconsin Department of Commerce's Environmental and Regulatory Services Division in October 2010."</p> <p>The lease is for the property only. As the closed tank is Navy-owned, it is not within the scope of the property review. However, if the structure partially overlaying the tank is removed, the terms of the No Further Action Letter are no longer in effect and the tank would be subject to further action as required under applicable regulation.</p>					
Restrictions or Land Use Controls:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>		
<i>If yes, please identify and explain in detail in Section 2 below.</i>						
G. Above-Ground Storage Tanks						
AST(s) within parcel:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Unknown	<input type="checkbox"/>
					Not Relevant	<input type="checkbox"/>
If yes,	Tank #	<input type="text"/>	Contents	<input type="text"/>	Gallons	<input type="text"/>
Source of Information:	(1) Internal Assessment Plan Notebook, September 2016 (2) 28 July 2017 Site Visit					
Notes / Discussion:	No ASTs are present.					
Restrictions or Land Use Controls:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>		
<i>If yes, please identify and explain in detail in Section 2 below.</i>						
H. Presence of Polychlorinated Biphenyls (PCBs)						
PCBs known to be present:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Unknown	<input type="checkbox"/>
					Not Relevant	<input type="checkbox"/>
PCB-containing transformers:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Unknown	<input checked="" type="checkbox"/>
					Not Relevant	<input type="checkbox"/>
Other PCB-containing equipment:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Unknown	<input type="checkbox"/>
					Not Relevant	<input checked="" type="checkbox"/>
Known PCB releases:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Unknown	<input type="checkbox"/>
					Not Relevant	<input type="checkbox"/>
Source of Information:	(1) Internal Assessment Plan Notebook, September 2016 (2) 28 July 2017 Site Visit					
Notes / Discussion:	<p>From the IAP Notebook:</p> <p>"6.14.1 Site Activities and Practices An electrical transformer is located in a courtyard between two wings of the building near the facility's air conditioning unit. Labels indicating that the transformer is PCB free were not observed on the unit during the site visit.</p> <p>Utility lines at NOSC Milwaukee are located underground; therefore, no pole-mounted transformers are located on the property."</p> <p>6.14.2 Inspections/Oversight Evaluations NOSC Milwaukee should assume that the transformer located near the air conditioning unit contains PCBs until the unit's PCB status can be verified."</p>					
Restrictions or Land Use Controls:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>		

If yes, please identify and explain in detail in Section 2 below.

I. Radiological Materials

Radiological Materials: Yes No Unknown Not Relevant

If yes, type(s) and quantities:

Source of Information:

(1) Site history
(2) 28 July 2017 Site Visit

Notes / Discussion:

Lease is for property only. Based on site history, radiological materials are not anticipated to be present at the property and no evidence of such materials was noted.

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

J. Solid / Bio-Hazardous Waste

Solid Waste: Yes No Unknown Not Relevant

If yes, type(s) and quantities:

Solid waste is generated by NOSC and MCRC operations at the facility. There are no solid waste concerns associated with the property itself.

Bio-hazardous Waste:

Yes No Unknown Not Relevant

If yes, type(s) and quantities:

Bio-hazardous waste may be generated from medical and dental operations at the facility. There are no concerns associated with bio-hazardous waste associated with the property itself.

Source of Information:

(1) Site history
(2) 28 July 2017 Site visit

Notes / Discussion:

There are no concerns associated with the property independent of DOD operations at the site.

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

K. Munitions and Explosives of Concern

Munitions / UXO known or potentially present within parcel: Yes No Unknown Not Relevant

If yes, type(s) and quantities:

Source of Information:

(1) Site history
(2) 28 July 2017 Site Visit

Notes / Discussion:

Based on the history of the facility, there are no concerns associated with UXO or uncontrolled munitions at the site and no evidence of such materials was noted.

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

L. Threatened or Endangered Species

T & E Species known or suspected: Yes No Unknown Not Relevant

If yes, identify:

Source of Information:

(1) 28 July 2017 Site Visit

Property is fully developed. There is not sufficient natural habitat present to support T&E

Notes / Discussion: species.

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

M. Cultural Resources

Historic building: Yes No Unknown Not Relevant

Within viewshed of historic property: Yes No Unknown Not Relevant

Potential for archaeological resources: Yes No Unknown Not Relevant

If yes to any above, identify historic resource(s)

Source of Information: (1) 27 June 2017 Correspondence from Ms. Leslie E. Eisenberg, Wisconsin Historical Society, to Mr. John M. Haggerty, NAVFAC MIDLANT, "Identification and Evaluation of Three Properties Located Within the Naval Operational Support Center (NOSC), Milwaukee, Wisconsin"

Notes / Discussion: Lease is for property only. Navy owns the structures. Structures have been determined to be ineligible for listing in the National Register. Given past industrial operations in the area, it is unlikely that any archaeological resources would remain in context within the subsurface.

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

N. Has the site had any Notices of Violation or known spills or releases not addressed in Section 1B above?

NOVs: Yes No Unknown Not Relevant

Spills or releases: Yes No Unknown Not Relevant

If yes to either, identify:

Source of Information: (1) Search of environmental files on NSGL PWD share drive.

Notes / Discussion:

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

SECTION 2: LAND USE CONTROLS AND RESTRICTIONS

List of Land Use Controls or Restrictions Required for Real Estate Action

Provide a detailed list of all LUCs or restrictions that must be incorporated into Real Estate documentation:

SECTION 3: CONSISTENCY WITH ASTM E1527-13

Does the ECP review fulfill all requirements of ASTM E1527-13?

Yes

No. Consistent with DON Environmental Policy Memorandum 06-06, scope of review was streamlined for properties with minimal risk / liability to DON.

Notes:

SECTION 5: COASTAL ZONE EVALUATION

Consult Coastal Zone Program Manager to determine whether project location is within an area in which actions could potential trigger coastal zone regulations. Note that neither the ECP evaluation nor the NEPA review are substitutes for a CZ review; therefore there is some overlap between Sections 1 and 5 of this form.

Is the Project Site within the Coastal Zone? *For NSGL, is it east of Green Bay Rd?* Yes No

If yes:

A. Will the Proposed Action lead to a change in land use? Yes No

B. Is there a possible impact to threatened or endangered species or wetlands? Yes No

C. Does the Proposed Action involve the acquisition, disposal, or lease of federal lands or structures? Yes No

D. Are there any CERCLA (IR/ERN) or RCRA activities within the project site? Yes No

E. Does the Proposed Action potentially impact waters of the US, waters of the State, or a floodplain? Yes No

F. Are there any cultural (historic / archaeological) resources within the project area or within the viewshed? Yes No

G. Is the Proposed Action on a published CZ *de minimis* list for the installation? Yes No

H. Is the Proposed Action included as a state "listed" activity that automatically requires a federal consistency determination? Yes No

I. What is the recommended path forward for satisfaction of CZ requirements?

- No CZ Requirement / Not Relevant
- No CZ Requirement / Action included in *de minimis* list
- CZ Manager will prepare a Negative Determination for State Concurrence
- Preparation of a full Consistency Determination is required

Discussion of Potential CZ Issues:

The NOSC Milwaukee property is within the designated coastal zone of the State of Wisconsin. The proposed continuation of the existing lease will have no reasonably foreseeable effects on any land or water use or natural resource of the coastal zone.

SECTION 6: APPROVALS

Signatures:

Based on records reviews, site inspections, and interviews, the environmental professional(s) certify that the environmental conditions of the property are as stated in this document and this property is suitable for lease.

Environmental Professional:

Terese A. Van Donsel

Print Name

Physical Scientist

Title

Digital signature block for Terese A. Van Donsel, including name, ID, and date.

Signature

01 August 2017

Date

Property Owner (Activity or Region) acknowledges and accepts the foregoing statement of environmental conditions and the land use controls (if any) that will be required for this real estate lease:

Property Owner:

COLIN KENNEDY
LCDR, U.S. Navy

Print Name

Commanding Officer

Title

Handwritten signature of Colin Kennedy and date 03 AUG 17.

Signature

03 August 2017

Date

The Real Estate Professional(s) acknowledge these restrictions and or LUCs identified above and will ensure that they are made a part of the lease document:

Real Estate Professional:

Print Name

Title

Empty signature box for Real Estate Professional.

Signature

Date

FILE NO: LI-10904

LICENSE (CONTRACT) NO: N40085-18-RP-00071

JOINT INSPECTION AND INVENTORY REPORT
“Exhibit D”

Contract Number: N40085-18-RP-00071	
Address of Premises: 2401 S. Lincoln Memorial Drive Milwaukee, WI 53207-1901	
Date of Report:	Anticipated Date of Possession: 01 OCTOBER 2018
Description of Premises: 5.90 acres of land located at 2401 S. Lincoln Memorial Drive, Milwaukee, WI 53207-1901 upon which the Government has constructed and owns improvements as shown in Exhibit “B.”	
CONDITION OF LEASED PREMISES	
<p>THE GENERAL CONDITION AND STATE OF REPAIR OF THE DESCRIBED PREMISES SHOULD BE NOTED BELOW. IN THE FIRST COLUMN, PROVIDE A DESCRIPTION OF THE ITEM (E.G. ENTRY DOOR, CEILING TILE, BATHROOM SINK). IN THE SECOND COLUMN, PUT THE APPLICABLE CODE FROM THE LIST BELOW. IN THE THIRD COLUMN, PROVIDE A BRIEF DESCRIPTION OF THE CONDITION OF THE ITEM.</p> <p>UNLESS OTHERWISE NOTED, FACILITIES ARE DEEMED TO BE FREE OF DEFECTS OR HAVE NO PROBLEMS OF SIGNIFICANCE TO REPORT.</p> <ul style="list-style-type: none">A. Item contains chips, cracks, holes, stains, wear and tear, water damage, or other defects that are noted in the remarks section that require immediate repair by the Lessor prior to occupancy.B. Item fails to function properly and requires the immediate repair by the Lessor prior to occupancy.C. Item contains chips, cracks, holes, stains, wear and tear, water damage, or other defects that are noted in the remarks section that do not require immediate repair by the Lessor, but which must be repaired within 60 days of occupancy.D. Item fails to function properly and requires repair by the Lessor within 60 days of occupancy.E. Item contains chips, cracks, holes, stains, wear and tear, water damage, or other defects that are noted in the remarks section that do not require repair by the Lessor, but are noted by this report as existing conditions that do not require restoration by the Tenant at the end of tenancy.F. Item fails to function properly but does not require repair by the Lessor, but is noted by this report as an existing condition that does not require restoration by the Tenant at the end of tenancy.	

FILE NO: LI-10904

LICENSE (CONTRACT) NO: N40085-18-RP-00071

Attach photos of facility and of items listed below that contain defects.

Item	Condition Code	Remarks

FILE NO: LI-10904

LICENSE (CONTRACT) NO: N40085-18-RP-00071

SIGNATURES. The parties signatures below document the condition of NOSC Milwaukee premises shown in Exhibit "A".

LESSOR REPRESENTATIVE:

Signature

Date

Printed name

US NAVY REPRESENTATIVE

Signature

Date

Printed name