

COMMONWEALTH OF PUERTO RICO
NATIONAL PARK COMPANY
SAN JUAN

PERMIT TO U.S. CUSTOMS SERVICE
TO USE PROPERTY OF THE PUERTO RICO NATIONAL
PARK COMPANY LOCATED IN BOQUERON, PUERTO RICO
PROPERTY

Amended on June 30, 2014

THE EXECUTIVE DIRECTOR OF THE NATIONAL PARK COMPANY, hereinafter referred to as the "EXECUTIVE DIRECTOR", hereby grants to U.S. CUSTOMS SERVICE, hereinafter referred to as the "GRANTEE", a permit to use and occupy a parcel of land, containing approximately 1.00 acre, located in the Balneario de Boquerón, Cabo Rojo, Puerto Rico, in the area which they now occupy.

This authorization is based in the following:

1. The Grantee is authorized to operate and maintain the mobile facilities currently at the site and permission is granted allowing Customs to construct a permanent pier in the area of the current floating pier. Attached hereto and made a part hereof this Permit is a site plan, which represents the area, hereinafter referred to as "the premises".
2. This permit is granted for a term of five years, beginning October 1st, 2001 and ending September 30th, 2006, with renewal, in identical terms, four times for five years each time, through a written consent letter of the Executive Director of the NATIONAL PARK COMPANY. Either party may terminate this agreement, after the first firm term (September 30, 2006), by giving 180 day written notice to the other party.



At the end of the existing term ending on September 30, 2026, both the Grantor and the Grantee agreed to make effective a Succeeding permit for a term of 20 years, beginning October 1, 2016 and ending September 30, 2046. Either party may terminate this agreement by giving 180 days written notice to the other party.

3. The use and occupation of the premises shall be without cost or expense to the US Customs Service, considering the grantee will be protecting the shores of the Island as the empowerment given by the state of law, to them.
 4. The Grantee shall, at its own expense and without cost or expense to the NATIONAL PARK COMPANY, maintain and keep the premises in good repair and condition.
-

5. The Grantees acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the NATIONAL PARK COMPANY.
6. Any damage to the property or premises under control of the Grantee will be repaired by then, without any commitment from the NATIONAL PARK COMPANY.
7. *The Grantee shall be responsible for all utilities in connection to the space, used exclusively by the Grantee. The Grantor shall be responsible for all meter and utilities in connection to common areas and space used exclusively by the Grantor and/or other tenants. In addition, the Grantor will provide and install separate meters of the utilities of the Grantee.*
8. The NATIONAL PARK COMPANY grants authority to construct a permanent pier and improve the existing building, in the area given in this permit. No additions shall be made, without the prior written consent of the Executive Director.
9. The Grantee may erect and maintain upon said permitted premises a permanent building (Dock), provided, that plans and specifications for said structure shall have been first approved by the Executive Director and eventually by the pertinent agencies of the Commonwealth of Puerto Rico, prior to commencement of construction.
-  10. The building must consider in its construction, the needs of the premises that are given by this contract. It means that, it is a highly protected beach area and in consideration, The Grantee has to execute authorized things carefully, protecting the areas and comply with its regulations.
11. On or before the date of expiration of this permit or its termination by the Executive Director, the Grantee shall vacate the premises, and restore the premises to a condition satisfactory to the condition existing upon the date of commencement of the term of this permit, extend to and be equally binding to the use of said premises, provided that these conditions shall not operate to relieve the Grantee of any of its responsibilities hereunder. By being agreed with the terms expressed, we sign this 1st day of October 2001 (amended this 30th day of JUNE, 2014).
12. The Grantee shall comply with all applicable Federal, State and Municipal laws, ordinances and regulations wherein the premises are located.
13. In accordance with 31 U.S.C. 1341, 41 U.S.C and Federal law, Government liability under this agreement and every article herein is contingent upon the availability of appropriated

funds from which payment for contract purposes can be made. Nothing in this agreement maybe considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies.

14. The Grantee, in the absence of statutory authority to purchase insurance to cover loss of damages to Government property or for the liability of Government employees, is self insured and is responsible for any negligent actions of its employees acting within the scope of their employment under the provisions of the Federal Tort Claims Act, 28 USC 2671 et.seq.

The Government shall indemnify and save harmless the Grantor for an against all claims for compensatory money damages for injury or loss of property, or for personal injury or death caused by the wrongful act or omission of any employees of the government while acting within the scope of his/her office or employment, under circumstances where the Government, if a private person, would be liable in accordance with the law of the place where the act or omission occurred. The foregoing indemnity shall not extend to claims based on acts or omissions of the Government's employees for which the Government would not be liable under the Federal Tort Claims Act of 1945 (28 USC 2671), st. seq., as now or hereafter amended. The Grantor shall promptly furnish the Government with notice of any claims made against the Grantor.

15. The Grantee will ensure the incorporation of policies governing the requirement of insurance an/or bonding of any contractor or third party working on site and shall pertain to all vehicles that will be used to complete the work performed.

- 
16. It is understood that all the conditions and requirements of this permit shall extend to and be equally binding to the use of said premises, provided that these conditions shall not operate to relieve the Grantee of any of its responsibilities hereunder.

17. *The Grantee shall have the right during the term of this Permit to make alterations, attach fixtures, and erect structures or signs in or upon the premises, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Grantee and may be removed or otherwise disposed of by the Grantee. The Grantee shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the permit space.*

The Grantee may erect and maintain upon said permitted premises a permanent building(s), provided that the Grantee submits a formal written request to the PR National Park Company for approval of planned alterations, to include a sufficient Scope of Work, plans and other documentation sufficient to define and illustrate the proposed action. Subject request is to be responded to in writing, within a 30 day timeframe, by the PR National Park Company's Executive Director, indicating either approval, or denial. If denied, the PRNP

will include sufficient narrative to explain the reason(s) for that denial. Within (30) days of completion of any approved alterations, construction or repair project, the Grantee shall provide the PRNP with a complete set of "as-built" drawings. Certain repairs and alterations, which are minor in scope and effect, shall be appropriately addressed by direct communication by the tenant occupant and the PRNP, on a case-by-case basis. The PRNP shall request the concurrence of the CBP Lease Contracting Officer, for any and all alterations and repairs determined to be of a scope and effect sufficient to warrant the higher level approval of the Lease Contracting Officer.

18. The grantee will have the right to construct a permanent structure as outlined in Line Item #9 within the "demarcation points" reflected in the Site Plan attached hereto and made part hereof as "Attachment 2".

19. Right of Entry and Cooperation. Neither the Grantor nor the Grantee will impede the access to the premises or to the other users of the facilities. In addition, the Grantor hereby grants the Grantee such easements over, upon, through or under the property as may be reasonably necessary to properly design, construct, use, operate and maintain the premises for the conduct of its operation and maintenance of the Grantee's facilities and activities.

20. The Grantor shall have no right to require the Grantee to restore the Premises upon termination of the Permit, and waives all claims against the Grantee for waste, damages, or restoration arising from or related to (a) the grantee's normal and customary use of the Premises during the term of the Permit (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Grantor or by the Grantee. At its sole option, the Grantee may abandon property in the Space following expiration of the Permit, in which case the property will become the property of the Grantor and the Grantee will be relieved of any liability in connection therewith.

All other terms and conditions included in the October 1st, 2001 Permit remain the same.

By being agreed with the terms expressed, we sign this 30th day of JUNE, 2014.

Grantor:



Mr. Luis A. Valentin Maya
Executive Sub-Director
& Acting Executive Director
National Park Company

(signed this 19 day of June, 2014)

Grantee:



Ms. Christie Williams
Lease Contracting Officer
U.S. Customs and Border Protection

(signed this 30th day of JUNE, 2014)