



**LEASE**

between

**UNITED STATES OF AMERICA  
UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE**

and

**THE CITY OF NEW YORK**

for the Premises known as

**Portions of Floyd Bennett Field, in the Jamaica Bay Unit of  
Gateway National Recreation Area**

**NPS Lease# L-GATE912-2023**

Commencement Date – September 15, 2023

Expiration Date – September 14, 2024

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**THIS LEASE** (Lease) is entered into by and between the United States of America (Lessor), acting through the National Park Service (NPS), an agency of the United States Department of the Interior, and the City of New York (Lessee).

**WITNESSETH THAT:**

**WHEREAS**, the Lessee is facing a humanitarian crisis associated with migrants and has requested the assistance of the NPS, Gateway National Recreation Area (Park Area) to provide temporary shelter and services during an emergency declared by the State of New York.

**WHEREAS**, the NPS administers the Park Area as a unit of the National Park System in accordance with the NPS Organic Act, as amended and supplemented, 54 U.S.C. §§ 100101 et seq.; other laws applicable generally to units of the National Park System; and any laws applicable specifically to the Park Area;

**WHEREAS**, 54 U.S.C. § 306121 provides federal agencies with the authority to lease historic property to any person or organization if the agency head determines that the Lease will adequately ensure the preservation of the historic property;

**WHEREAS**, NPS regulations at 36 C.F.R. Part 18 require that any such lease must require payment of rent equal to or higher than the property's fair market value rent, taking into account any use restrictions or terms that affect the lease value, as well as any requirements under the lease for the Lessee to restore, rehabilitate or otherwise improve the leased property;

**WHEREAS**, Floyd Bennett Field, located within the boundaries of the Park Area, was included on the National Register of Historic Places in 1980;

**WHEREAS**, portions of Floyd Bennett Field have been determined suitable for leasing under Part 18 of Title 36 of the Code of Federal Regulations;

**WHEREAS**, the Lessee has agreed to make certain improvements to the historic property which ensure its preservation, repair and rehabilitation and will contribute to its long-term visitor use and enjoyment;

**WHEREAS**, the Lessor has determined that the use and occupancy of the property that is made available under this Lease is consistent with the Park Area's General Management Plan and the requirements of Part 18 of Title 36 of the Code of Federal Regulations;

**WHEREAS**, the Director of NPS, in the memo dated September 13, 2023, has specifically determined in accordance with 36 C.F.R. § 18.9 that the governmental use of Floyd Bennett Field will contribute to the purposes and programs of the Park Area by making certain improvements to the historic property that ensure its preservation, repair and rehabilitation and will contribute to its long-term visitor use and enjoyment;

**WHEREAS**, the Director, in the memo dated September 13, 2023, has also specifically determined in accordance with 36 C.F.R. § 18.4(g) that the Lease will adequately ensure the preservation of Floyd Bennett Field;

**WHEREAS**, the NPS has identified and negotiated other terms and conditions attached to this Lease as Appendix 1, which are included as part of the Lease;

**WHEREAS**, the Lessee desires to lease the property on the terms and conditions set forth in this Lease;

**NOW THEREFORE**, in consideration of their mutual promises, the Lessor and the Lessee hereby agree as follows:

## **Section 1. DEFINITIONS**

In this Lease, the following terms (whether appearing in the singular or plural form) have the following definitions:

**1.1. Additional Rent** means all forms of Rent required by this Lease other than the Rent required by Section 5.

**1.2. Alterations** means any construction, modifications, rehabilitation, reconstruction, or restoration of the Premises, or installation of Fixtures thereto, other than the Facilities or Required Improvements.

**1.3. Applicable Laws** means all present and future law or legal authority, including statutes, ordinances, regulations, and administrative or judicial orders or determinations, enacted, promulgated, or issued by federal, state, or local governmental entities or agencies having lawful jurisdiction over the Premises or the Lessee, that apply to and govern the Premises or the Lessee's activities on the Premises.

**1.5. Assignment** means the transfer, whether it is direct or indirect, voluntary or by operation of law, of the Lessee's leasehold estate or the Lessee's rights under this Lease in whole or part. Such transfer may be designated as a sale, conveyance, or assignment. The sale, conveyance, or assignment (including by consolidation, merger, or reorganization) of a controlling interest in the Lessee (if such entity is a corporation), or any sale or other transfer of a controlling interest in the partnership interests (if such entity is a partnership), whether in a single transfer or in a series of related transfers, and whether directly or by sales or transfers of underlying partnership or corporate ownership interests, is an Assignment. For a corporate entity, the term "controlling interest" means an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the Lessee so as to permit exercise of managerial authority over the actions and operations of the Lessee. For a partnership, limited partnership, joint venture, limited liability company, or individual entrepreneur, "controlling interest" means the beneficial ownership of the capital assets of the Lessee so as to permit exercise of managerial authority over the actions and operations of the Lessee.

**1.6. Commencement Date** means the first day of the Lease term as stated in Section 4 of this Lease.

**1.7. Construction Documents** means all drawings, plans, specifications, or other documents that describe a proposed Improvement to the Premises in sufficient detail to enable the Lessor to approve construction of the Improvement.

**1.8. Director** means the Director of the National Park Service or their designee.

**1.9. Encumbrance** means the direct or indirect, voluntary or by operation of law, encumbrance, pledge, mortgage, or other hypothecation of the Lessee's leasehold estate, some or all of the Lessee's interests or rights under this Lease, or the Premises themselves.

**1.10. Expiration Date** means the last day of the Lease Term as stated in Section 4 of this Lease.

**1.11. Fixtures** means items of personal property of independent form and utility necessary for the basic functioning of the Premises that are affixed to and considered to be an irremovable part of the Premises such that title is with the Lessor as real property once installed. Fixtures do not include removable trade fixtures.

**1.12. Force Majeure** means an act, event, or condition that can be neither anticipated nor controlled and that objectively prevents the Lessee from performing one or more of its obligations under this Lease. The term “Force Majeure” does not include any act, event, or condition that the Lessee reasonably may anticipate or control; it does not include market conditions, economic conditions, or the Lessee’s financial inability to perform its obligations under this Lease; and it does not include changes in Applicable Laws, except that the Lessor may determine that it includes an order issued by a governmental entity with jurisdiction over the Premises that prevents the Lessee’s use or occupancy of the Premises for the authorized purposes set forth in Section 6.1 of this Lease.

**1.13. Hazardous Materials** means any material or other substance: (a) that requires investigation, correction, or abatement under Applicable Laws; (b) that is or becomes defined as a hazardous waste, hazardous substance, pollutant, or contaminant, under Applicable Laws; (c) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, medical, or otherwise hazardous, and is or becomes regulated under Applicable Laws; (d) that contains gasoline, diesel fuel or other petroleum hydrocarbons; (e) that contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or (f) that contains radon gas. The term Hazardous Materials as used in this Lease includes Pre-existing Hazardous Materials unless otherwise stated in a particular provision of this Lease.

**1.14. Hazardous Materials Occurrence** means any use, treatment, keeping, storage, sale, release, disposal, migration, transport, or discharge of any Hazardous Materials from, on, under, or into the Premises or other Park Area property that occurs during the Lease Term.

**1.15. Historic Property** means building(s) and land located within the boundaries of the Park Area that are part of a pre-historic or historic district or site included on, or eligible for inclusion on, the National Register of Historic Places.

**1.16. Improvements** means permanent additions to the Premises that increase its value or utility or enhance its appearance, regardless of who makes the additions. The term “Improvements” includes Alterations and Required Improvements.

**1.17. Interest Rate** means the percentage of interest charged based on the Current Value of Funds to the United States Treasury that is published annually in the “Federal Register” or successor publication.

**1.18. Inventory and Condition Report** means the document attached to this Lease as Exhibit A that describes (a) the Personal Property owned by the Lessor that is made available to the Lessee for the Lessee’s use and (b) the condition of the Premises, including Personal Property owned by the Lessor, as of the Commencement Date.

**1.19. Lease Term** means the term of this Lease as stated in Section 4 of this Lease.

**1.20. Lease Year** means a year of the Lease Term. The first Lease Year will commence on the Commencement Date and will end on the expiration of the twelfth full calendar month following thereafter. Each subsequent Lease Year will commence on the next day following the expiration of the preceding Lease Year and will end on the expiration of the twelfth full calendar month following thereafter or on the last day of the Lease Term, whichever occurs first.

**1.21. Notice of Default** means an instrument in writing from the Lessor to the Lessee providing notice of that the Lessee is in default of the Lease.

**1.22. NPS 28** means the National Park Service document entitled “Cultural Resource Management

Guideline,” which is hereby made a part of this Lease by reference.

**1.23. Park Area** means Gateway National Recreation Area.

**1.24. Part 18** means Part 18 of Title 36 of the Code of Federal Regulations.

**1.25. Personal Property** means all furniture, trade fixtures, equipment, appliances, supplies, inventory, and any other movable things subject to ownership placed in or on the Premises that are neither permanently attached to nor form a part of the Premises.

**1.26. Pre-existing Hazardous Materials** means Hazardous Materials (including storage tanks) that existed in, on, or under the Premises or other lands or waters within the Park Area prior to the Commencement Date of this Lease.

**1.27. Premises** means the real property of the Park Area that is described in Section 2 of this Lease, including all Improvements thereon as of the Commencement Date and all Improvements made to the Premises during the term of this Lease by either party. For the purposes of this Lease, “Premises” also includes any Personal Property owned by the Lessor that is made available to the Lessee for the Lessee’s use under this Lease.

**1.28. Rent** means the rent to be paid to the Lessor by the Lessee, as described in Section 5 of this Lease, and any Additional Rent this Lease may require.

**1.29. Required Improvements** means the construction, modification, rehabilitation, reconstruction, or restoration of the Improvements or installation of Fixtures thereto, that the Lessee is required to make in accordance with Section 8 of this Lease.

**1.30. Secretary’s Treatment Standards** means the Secretary of the Interior’s Treatment Standards for Historic Property, codified at 36 C.F.R. pt. 68, which are hereby incorporated into and made a part of this Lease by reference.

**1.31. Sublease** means an agreement under which the Lessee transfers to a person or entity (a Sublessee) the right to possession to a portion or all of the Premises.

**1.32. Temporary Facilities** means temporary structures or facilities constructed, installed, or placed on the Premises that are necessary and required to provide for the health, safety, and general welfare of those occupying the Premises.

**1.33. Termination Date** means the date when this Lease is terminated or cancelled in accordance with its terms prior to the Lease’s Expiration Date.

## **Section 2. LEASE OF PREMISES**

### **2.1. Lease of Premises; Reservation of Rights**

(a) The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, upon and subject to the covenants and agreements contained in this Lease, including those set forth in the General Operational Terms and Conditions (Appendix 1), the Premises described as follows:

Four (4) parcels of land totaling approximately thirty (30) acres including a portion of runaway 19, a portion of the Hanger B / Seaplane Parking Lot, and the two (2) Campground areas shown as the “Proposed Lease Premises” on the map titled “Gateway National Recreation Area Proposed Premises” and attached to this lease as Exhibit E.

(b) Subject to all Applicable Laws and all easements, rights-of-way, liens or other encumbrances, or other matters of public record affecting the Premises;

(c) Excepting and reserving to the Lessor the right (i) to reasonably enter onto the Premises, or to authorize other governmental entities, public or private utilities, or persons to enter upon the Premises, when necessary to administer this Lease or administer or protect the Park Area, or (ii) to restrict access to or close the Premises to protect public health or safety or Park Area resources; and

(d) Excepting and reserving exclusive rights to all oil, gas, hydrocarbons, and other minerals in, under, or on the Premises and ownership of any current or future water rights appurtenant to the Premises.

### **2.2. Waiver of Claims**

The Lessee hereby waives all claims for damages for any injury or inconvenience to or interference with the Lessee’s use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by the Lessor’s exercise of its rights under this Lease or by the Lessor’s actions to manage or protect the Park Area’s resources and visitors.

### **2.3. Easements**

The Lessee may not grant any type of easement or right-of-way affecting the Premises. The Lessor may grant such rights-of-way for utilities as the Lessee may require in connection with the use and occupancy of the Premises.

### **2.4. Ownership of the Premises**

This Lease does not vest in the Lessee any fee interest in the Premises or Improvements thereon. Title to the Premises and Improvements at all times is with, and will remain solely with, the United States.

### **2.5. Historic Property**

The Premises (or portions of the Premises) are Historic Property.

## **Section 3. ACCEPTANCE OF THE PREMISES**

### **3.1. “As Is” Condition of the Premises**

The Lessee agrees to lease the Premises in their existing “as is” condition and acknowledges that in

entering into this Lease, the Lessee does not rely on, and the Lessor does not make, any express or implied representations or warranties as to any matters, including any characteristics of the Premises or Improvements thereon, the suitability of the Premises for the intended use, the likelihood of deriving trade from or other characteristics of the Park Area, the economic or programmatic feasibility of the Lessee's use and occupancy of the Premises, or Hazardous Materials on or in the vicinity of the Premises.

### **3.2. Lessee's Due Diligence**

Prior to entering into this Lease, the Lessee, in the exercise of due diligence, has made a thorough, independent examination of the Premises and all matters relevant to the Lessee's decision to enter into this Lease, and the Lessee is thoroughly familiar with all aspects of the Premises and is satisfied that they are in an acceptable condition and meet the Lessee's needs.

### **3.3. Inventory and Condition Report**

In the exercise of their due diligence, the Lessee has reviewed the Inventory and Condition Report (Exhibit A) and acknowledges that it is complete and accurate.

## **Section 4. LEASE TERM AND ABANDONMENT**

### **4.1. Lease Term**

The Lease Term will be for a period of one (1) year. The Lease Term shall commence on September 15, 2023, (Commencement Date) and expire on September 14, 2024, (Expiration Date) or end on such earlier date as this Lease may be terminated in accordance with its terms (Termination Date).

### **4.2. Abandonment**

The Lessee must occupy the Premises during the entire Lease Term. If it fails to do so, the Lessor may determine that the Lessee is in default of this Lease for abandoning the Premises. Occupancy is not required if the Lessor determines it is infeasible because of the construction of Improvements or a Force Majeure.

## **Section 5. RENT**

### **5.1. Net Lease and Rent Payments**

(a) All Rent will be absolutely net to the Lessor without any abatement, deduction, counterclaim, set-off or offset, except as may be provided for in accordance with the terms of this Lease. The Lessee must pay all costs, expenses, charges, and impositions of every kind and nature relating to the Premises, including all taxes and assessments.

(b) The Lessee must pay the first fourteen million, four hundred thousand dollars (\$14,400,000) in Monthly Rent that comes due, as described in Section 5.2, into an escrow account that will be established by the Lessee upon execution of this Lease. Lessee will provide Lessor with verifiable evidence that payments are made into the escrow account at the time of deposit. Interest at the Interest Rate will automatically accrue on overdue Rent payments in accordance with Applicable Laws. The Lessor may also impose penalties for late Rent payments in accordance with Applicable Laws.

(c) After the Lessee pays fourteen million four hundred thousand dollars (\$14,400,000) in Monthly Rent as described in Section 5.1(b) above, Lessee must pay directly to the Lessor all remaining Monthly Rent that

comes due, as described in Section 5.2, electronically or by other means as directed by the Lessor. Interest at the Interest Rate will automatically accrue on overdue Rent payments in accordance with Applicable Laws. The Lessor may also impose penalties for late Rent payments in accordance with Applicable Laws.

(d) The Lessee must pay directly to the Lessor Management and Oversight Rent described in Section 5.3 electronically or by other means as directed by the Lessor. Interest at the Interest Rate will automatically accrue on overdue Rent payments in accordance with Applicable Laws. The Lessor may also impose penalties for late Rent payments in accordance with Applicable Laws.

## **5.2. Monthly Rent**

During the Lease Term, Monthly Rent for the Premises will be in the amount of one million, seven hundred thirty-three thousand, seven hundred fifty dollars (\$1,733,750). During the entire 1-year Lease Term, the total cumulative Monthly Rent will be twenty million, eight hundred five thousand dollars (\$20,805,000). Within ten (10) business days of the Commencement Date of the Lease, the Lessee will prepay the first three (3) month's rent in the amount of five million, two hundred one thousand, two hundred and fifty dollars (\$5,201,250) in accordance with Section 5.1 based on the use of thirty (30) acres of land. For every month after the initial 90-days until termination of the Lease, and in accordance with Section 5.1, the Lessee will pay one million seven hundred thirty-three thousand seven hundred fifty dollars (\$1,733,750) in rent on the first day of each month for that month. For example, February rent is due on February 1.

## **5.3. Management and Oversight Rent**

During the Lease Term the Lessee must pay to the Lessor Management and Oversight Rent in the annual amount of seven million (\$7,000,000) dollars. Within ten (10) business days of the Commencement Date of the Lease Lessee will prepay two million five hundred thousand (\$2,500,000) for the initial 90-day period. For every month after the initial 90-days until the termination or expiration of the Lease, the Lessee will pay the Lessor \$500,000 in Management and Oversight Rent, payable on the first day of each month for that month. For example, February Management and Oversight Rent is due on February 1.

## **5.4. Excusal of Rent**

In the event of a Force Majeure, the Lessor may excuse the Lessee from their obligation to pay Rent for a period of time that the Lessor deems appropriate under the circumstances.

## **5.5. Use of Escrow Funds**

The Lessee, upon written approval from the Lessor, which approval shall not be unreasonably delayed or withheld, may utilize funds deposited into the escrow account established under Section 5.1 (b) of this Lease, to complete the Required Improvements as described in Section 8 of this Lease, and in accordance with the approved Construction Documents in Exhibit D. Upon completion and written acceptance of the Required Improvements by the Lessee, any funds remaining in the escrow account will be transferred to the Lessor electronically or by other means as directed by the Lessor. Nothing in this section lessens the responsibility of the Lessee to complete the Required Improvements from funds other than those in the escrow account established under Section 5.1(b).



## **Section 6. USES OF PREMISES**

### **6.1. Authorized Uses**

The Lessee may use the Premises only for the following purposes:

Construction and operation of a site for providing shelter and services to a maximum number of 2,000 migrant persons, including necessary infrastructure and improvements on Floyd Bennett Field (NY) to address an emergency need that has developed with regard to migrants within the City of New York. Lessor will consider a request to modify the maximum number of migrant persons if doing so is consistent with all compliance requirements and authorized by the Lessor's authorities and regulations governing this Lease.

To provide logistical and operation support for the Temporary Facilities necessary to provide food, shelter, clothing, medical, security, and other needs associated with operation of the migrant facility and to provide for the necessary custodial services and grounds maintenance associated with the facility.

Lessee is authorized to provide 24/7 law enforcement and medical support on the Premises. Medical staff will be under the direction of the designated Lessee's Chief Medical Officer or medical coordinator. Lessee is authorized to station an EMS unit at the site as may be necessary or required. Lessee may station law enforcement and respond to all calls from and in association with the Premises. Additional details and requirements regarding these activities are outlined in Appendix 1.

Construction of the Required Improvements.

### **6.2. Changes to Authorized Uses**

The Lessee may not use the Premises for a purpose other than the purposes described in Section 6.1 above without the Lessor's prior written approval. The Lessor may, but is not obligated to, approve a requested change to authorized uses only if the Lessor has determined that the proposed use is consistent with all Applicable Laws, including Part 18, Superintendent's Compendium and the Park Area's General Management Plan, and that the use will not have an adverse impact on the Lessor's ability to manage and protect the Park Area's resources and visitors.

### **6.3. Compliance with Applicable Laws**

The Lessee must comply with all Applicable Laws in its use and occupancy of the Premises.

### **6.4. Prohibited Uses**

In no event may the Premises be used for any purpose that is not permissible under Part 18 or, even if so permissible, may be dangerous to life, limb, property, or public health; that in any manner causes or results in a nuisance; that is of a nature that it involves substantial hazard, such as the manufacture or use of explosives, chemicals or products that may explode; that otherwise harms the health or welfare of Park Area resources or visitors; or that results in any discharge of Hazardous Materials in, on, or under the Premises.

### **6.5. Site Disturbance**

The Lessee may not cut any timber or remove any other landscape features of the Premises such as shrubs or bushes without the Lessor's prior written approval. The Lessee may not conduct mining or drilling operations, remove sand, gravel, or similar substances from the ground, or commit waste of any kind on

the Premises except as may be provided for in accordance with the terms of this Lease.

#### **6.6. Protection of Cultural and Archeological Resources.**

The Lessee must ensure that any protected sites and archeological resources within the Park Area are not disturbed or damaged by the Lessee except in accordance with Applicable Laws and only with the prior written approval of the Lessor. Discoveries of any archeological resources by the Lessee must be promptly reported to the Lessor. The Lessee must cease work or other disturbance, which may impact any protected site or archeological resource until the Lessor may grant approval to continue upon such terms and conditions as the Lessor deems necessary to protect the site or resource.

#### **6.7. Signs**

The Lessee may not post permanent signs on the Premises of any nature without the Lessor's prior written approval. Any approval of a sign that may be given by the Lessor will specify the type, size, and other appropriate conditions concerning its display. The Lessor may post signs on the Premises as appropriate for the administration of the Park Area.

#### **6.8. Permits and Approvals**

Except as otherwise may be provided in this Lease, the Lessee is solely responsible for obtaining, at its expense, any permit or other governmental action necessary to permit their activities under this Lease.

#### **6.9. Alterations**

The Lessee may not make any Alterations of any nature to the Premises without the Lessor's prior written approval. Approved Alterations must be completed in accordance with Section 9 of this Lease and in accordance with Construction Documents approved by the Lessor. Lessor approved Construction Documents under this Section 6.9 will become a part of Exhibit D to this Lease without further action by either party.

#### **6.10 Temporary Facilities**

(a) Prior to commencing the installation of any Temporary Facilities, and within seventy-two (72) hours of the Commencement Date, the Lessee will develop a Temporary Facility Management and Site Plan for the review and approval of Lessor prior to installation. The Temporary Facilities Management and Site Plan must include, at a minimum equipment and materials delivery, traffic plans, ingress and egress routes for pedestrian and vehicular traffic, planned locations of all Temporary Facilities and equipment, lighting tower locations, electrical supply routings, parking areas, fencing, fuel storage locations, and equipment and vehicle staging areas.

(b) All Temporary Facilities must be constructed in a temporary and removable fashion and in accordance with Applicable Law.

(c) All Temporary Facilities will be designed in a resilient manner or will be able to be demobilized within seventy-two (72) hours in anticipation of major weather events. This should be described in the Lessee's Storm Management Plan as required by Section 21 of this Lease.

(d) Lessee must design, arrange, and anchor all Temporary Facilities to minimize impacts to Park Area resources.

(e) Lessee is responsible for constructing all necessary housing, shower, cooking, washing, security facilities, etc. to support the maximum occupancy authorized by Section 6.1, plus additional support personnel.

(f) Lessee is responsible for ensuring Temporary Facilities have appropriate ventilation, heat, and air conditioning.

(g) Construction of Temporary Facilities or modifications to the Premises must be coordinated with the Lessor and must be designed and installed at the sole expense of the Lessee. All Improvements to real property require prior written approval from the Lessor and must be submitted to the Park Area's superintendent, or their designee, for approval. All construction is subject to the Lessor's approval and must be appropriate for local conditions (e.g., impacts of local weather conditions, such as wind and heat), as well as compliance with Applicable Laws, including National Environmental Policy Act (NEPA, 42 U.S.C. §§ 4321 et seq.) and Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), and the Coastal Zone Management Act (16 U.S.C. §§ 1451 et seq).

(h) All Temporary Facilities placed on the Premises must comply with all Applicable Laws, including applicable building code requirements to include wind loads. Prior to occupancy of any Temporary Facilities Lessee and/or its representatives shall provide evidence of code compliance to the Lessor consistent with New York City Building Code.

(i) All Temporary Facilities and equipment must be located within the boundaries of the Premises.

## **Section 7. RECORDS AND AUDITS**

The Lessee must provide the Lessor and its agents and affiliates, including the Comptroller General of the United States, access to all books and records relating to the Premises and the Lessee's use of the Premises under this Lease for the purpose of conducting audits to verify the Lessee's compliance with the terms and conditions of this Lease for any of the five (5) preceding Lease Years, if applicable. The Lessee must keep and make available to the Lessor these books and records at a location on the Premises or within the locale of the Park Area. The Lessee must, if requested by the Lessor, provide the Lessor with complete information and data concerning the Lessee's operations and operating results.

## **Section 8. REQUIRED IMPROVEMENTS**

(a) As a condition of this Lease and in accordance with Section 9 below, the Lessee must construct at the Lessee's cost and expense, subject to Section 8(d) below, the following Required Improvements in accordance with Construction Documents approved by the Lessor. All approved Construction Documents will become a part of Exhibit D to this Lease without further action by either party. For additional project details see Appendix 2.

(b) The Lessee must commence the Required Improvements as soon after the Commencement Date as practicable and must complete construction no later than 24 months after the Lease Termination, or as otherwise provided for in this Section 8. The Lessee's obligation to construct the Required Improvements described herein shall survive the termination or expiration of this Lease.

(c) The Lessee will be responsible for obtaining NPS approval on all phases of these projects, including any necessary compliance, design, construction, and other related actions. In addition to repairs or restoration from any harm caused to Park Area resources during the term of this Lease, including as it may be extended, the Lessee will provide for Improvements outlined in this Section 8.

(d) Should the escrow funds outlined in Section 5 of this Lease be insufficient to complete the Required Improvements, the Lessee will nonetheless remain responsible for all costs and expenses associated with the construction of the Required Improvements up to fourteen million four hundred thousand dollars (\$14,400,000), which represents the estimated cost of the projects plus an additional amount to account for contingencies. In no event will the Lessee be required to expend more than fourteen million four hundred thousand dollars (\$14,400,000), regardless as to whether the Lessee has completed the Required Improvements.

(e) For all Required Improvements, the Lessee will construct such Improvements consistent with National Park Service's Policy Memorandum 23-01 approved on May 9, 2023, which adopted the most current International Code Council (ICC) family of codes.

### **8.1 Rehabilitation of the Historic Entrance to the Floyd Bennett Field Ryan Visitor Center**

The historic entrance to Floyd Bennett Field has been closed for many years, and it is part of the vision for Floyd Bennett Field to restore this primary arrival point to the site. The NPS has recently worked with The New York City Department of Transportation (NYC DOT) in the design and reconfiguration of Flatbush Avenue to accommodate such use. Currently, vehicles entering Floyd Bennett may only enter the Park Area via the intersection of Aviation Road and Flatbush Avenue. These Improvements will commence as soon as practicable after the Commencement Date and must be completed within one (1) year of the Commencement Date or such other time as is agreed to by the parties.

### **8.2 Access routes**

Floyd Bennett Field has over seven million square feet of historic roadways and runways, most of which are concrete, with some asphalt overlay. Repair will be required on approximately 12,000 lineal feet of main access routes to address impacts along the main entry and circulation route used for equipment delivery, administration, and migrant housing. The project will include native tree planting and landscaping. Immediate Improvements will be needed to facilitate this use including correcting drainage issues where water is ponding on Runway road 15-33, parallel to Flatbush Avenue. Existing asphalt roadway will be milled and top coated. Existing concrete areas will be mud jacked and patched. The Lessee will be responsible for not only addressing any impacts that result from their use but for general improvements to these access routes for the benefit of the public. These Improvements will commence as soon as practicable after the Commencement Date and must be completed within one (1) year of the Commencement Date or such other time as is agreed upon by the parties, with final paving and striping to be completed once all Temporary Facilities are removed.

### **8.3 Hangar B / Sea-Plane Ramp Parking Lot**

This project provides site improvements to the approximately 770,000 square foot Historic Hangar B parking lot and RV camping sites. Work includes the removal of a large debris pile adjacent to the site; removal of invasive trees and vegetation; planting native species around the periphery of the site; replacing fencing, jack mudding sunken slab sections and concrete patching. The project will also improve the twelve RV camping sites currently located in the lot, by providing electrical hookups and striping. These Improvements will commence as soon as practicable after the Commencement Date and must be completed within eighteen (18) months or such other time as is agreed to by the parties. The Lessee's obligation to construct the Improvements described herein shall survive the termination or expiration of this Lease.

#### **8.4 Public Campground Improvements**

Under the terms of the Lease, the Floyd Bennett Field public campground sites, will be used for administrative purposes such as providing a location for office trailers and equipment staging, which will impact the sites. The Lessee will be responsible for campground improvements so that the facilities follow current NPS Campground Design Guidelines.

The existing 30 public camping sites will be upgraded and the project will also clear and grub an additional 30 sites. Required Improvements include adding signage, removal of hazardous and invasive trees and vegetation, installation of fire rings and picnic tables at each site, regrading the access trail and building a new permanent restroom facility. Temporary trailers will be required to house additional restroom and shower facilities as well as a camp store. These Improvements will commence as soon as is practicable after the Commencement Date and must be completed within twenty-four (24) months, with installation of equipment and construction of the new restroom to be completed within eighteen (18) months or such other period agreed to by the parties. The Lessee's obligation to construct the Improvements described herein shall survive the termination or expiration of this Lease.

#### **8.5 Construct Outdoor Education Campus**

This site is currently unimproved but is planned to be developed as a seven-acre outdoor education campus in partnership with Launch / Outward Bound Schools NYC. This entity currently holds a Letter of Intent for this purpose as well as for the adjacent Building 272, which they intend to rehabilitate for use as a charter high school under their program. Unlike the building itself, the campus would serve not only their school but all NYC DOE schools as well as host public programming. The Lessee will develop portions of the campus according to existing conceptual designs. This includes garden plots, an outdoor skills course, a gathering pavilion, and parking. Actions to accomplish this include site clearance of invasive plant material, construction of permeable walking trails, rehabilitation of the existing greenhouse, installation of new parking, and visitor amenities. This will proceed in coordination with the two NPS partners involved in this project, Launch and the Jamaica Bay-Rockaway Parks Conservancy. Lessor will remain responsible for this coordination. These Improvements will commence as soon as is practicable after the Commencement Date and must be completed within eighteen (18) months or such other date agreed upon by the parties. The Lessee's obligation to construct the Improvements described herein shall survive the termination or expiration of this Lease.

#### **8.6 Cost of Required Improvements**

The Lessee will expend either at its own expense or from the rental payments held in escrow described in Section 5 an amount not to exceed fourteen million four hundred thousand dollars (\$14,400,000).

### **Section 9. CONSTRUCTION APPROVAL**

#### **9.1. In General**

The Lessee may undertake Improvements to the Premises only with the Lessor's prior written approval and only at the Lessee's sole expense or in accordance with section 5.5 herein. The Lessee must undertake and complete all Improvements in strict accordance with all Applicable Laws and approved Construction Documents and must ensure that all work is performed in a good and workmanlike manner and with materials of at least the quality and standard of materials used in comparable facilities in the locale of the Park Area. To ensure compliance with this requirement, the Lessee must designate a construction manager who will be the Lessor's principal point of contact for the project and who must be physically present at the work site or readily available during all ongoing work. The Lessee must, upon request,

furnish the Lessor a copy of any contract with the Lessee's general contractor, architects, or consultants. The Lessor may restrict access to or close part or all of the Premises during the construction of Improvements if the Lessor determines that doing so is necessary to protect public health or safety or Park Area resources.

Improvements made by the Lessee without the Lessor's prior written approval as described in this section are prohibited. In the event any non-compliant Improvements are made by the Lessee, the Lessor may terminate this Lease for default and require the Lessee to remove the non-compliant Improvements at the Lessee's sole expense. The Lessee's costs for non-compliant Improvements are not eligible for Rent offset.

### **9.2. Delay Caused by a Force Majeure**

The Lessee will not be considered in default for a delay in the completion of Improvements that the Lessor determines is caused by a Force Majeure. If the Lessor determines that the completion of Improvements is delayed by a Force Majeure, the Lessor and the Lessee will execute an amendment to this Lease granting the Lessee an additional period of time to complete the Improvements equal to the period of the delay caused by the Force Majeure.

### **9.3. Utilities During Construction**

In the preparation of proposed Construction Documents, the Lessee must review plans for the location of existing utilities that may be affected by any Lessee Improvements. The Lessee must obtain all necessary utility plans and permits from the appropriate public utility companies.

### **9.4. Site Inspection**

At any time during the performance of work on Improvements to the Premises, the Lessor's inspector or representative may inspect or observe ongoing work or the work site. Notwithstanding the foregoing, the Lessor is not responsible for supervising or overseeing ongoing work or ensuring the safety of the work site. During the performance of all work on Improvements, the Lessee must maintain on the Premises a copy of the current, annotated Construction Documents for inspection by the Lessor.

### **9.5. Approval of Construction**

Before commencing construction of any Improvements to the Premises, the Lessee must obtain the Lessor's written approval of the proposed Improvements which approval shall not be unreasonably delayed or denied. The Lessee's request for the Lessor's approval of the proposed Improvements must be in writing and must include:

- (a) proposed Construction Documents;
- (b) if required by the Lessor, evidence of the availability of funding for the Improvements;
- (c) documentation that required construction insurance is in effect; and
- (d) other information as required by the Lessor.

### **9.6. Construction Documents**

The proposed Construction Documents submitted to the Lessor must be complete and must show all

material elements of the proposed Improvements to the Lessor's satisfaction. When the proposed Construction Documents are approved by the Lessor, they will become an exhibit to this Lease without further action by either party.

### **9.7. General Scope of Lessor's Review**

The Lessor will not approve proposed Construction Documents unless it has determined that the proposed Improvements are appropriate for the Park Area and consistent with all Applicable Laws, including Part 18 and the Park Area's General Management Plan. The Lessor's approval of the proposed Improvements is subject to any required compliance with the National Environmental Policy Act (NEPA, 42 U.S.C. §§ 4321 et seq.) and Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108).

### **9.8. Changes to Approved Construction Documents**

Any material changes to the approved Construction Documents and any deviations in actual construction from these documents are subject to the Lessor's prior written approval under the procedures stated in this Section. If the Lessor approves the proposed changes, the Lessor will issue the Lessee a written change order that will become an exhibit to this Lease without further action by either party.

### **9.9. Special Considerations for Historic Property**

If proposed Improvements relate to Historic Property, the Lessor will not approve proposed Construction Documents unless it has determined that they comply with the Secretary's Treatment Standards; NPS 28; and any conditions that may be imposed on the Improvements through compliance with other Applicable Laws, including NEPA and Section 106.

### **9.10. Notice to Proceed**

The Lessee may not commence construction of the Improvements until the Lessor has issued a written notice to proceed as evidence of its approval of the Construction Documents. The notice to proceed will contain terms and conditions for construction of the Improvements that the Lessor deems necessary and appropriate.

### **9.11. Construction Completion Procedures**

Upon completion of the Improvements, the Lessee must submit to the Lessor (in formats specified by the Lessor):

- (a) a notice of completion;
- (b) if requested by the Lessor, satisfactory evidence of the payment of all expenses, liabilities, and liens arising out of or in any way connected with the Improvements;
- (c) a complete set of "as built" drawings showing all revisions and substitutions during the construction period, including field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural member, walls, partitions and other significant features of the Improvements; and
- (d) any modifications to the Inventory and Condition Report (Exhibit A) as of the completion of the Improvements.

### **9.12. Lessor's Right to Utilize Construction Documents**

Upon expiration or termination of this Lease, the Lessee must assign and deliver to the Lessor as the Lessor's sole property all architectural, engineering, and other drawings, plans, specifications, and studies relating to the Premises. In order to assure the Lessor that it will have the legal right to use such drawings, plans, specifications, and studies, the Lessee must include in its agreements with the architects, engineers, and other professionals who prepared such items and who have any proprietary rights with respect to such items (including the rights to use thereof in connection with the Premises) provisions whereby the Lessee and the Lessor will have the right to use such materials in connection with the Premises. In furtherance and not in limitation thereof, the Lessee (referred to below as the "Owner") must include in such agreements the following provisions:

The drawings, plans, specifications, and studies prepared by the Architect for this Project ("Documents") are instruments of the Architect's service and, unless otherwise provided in writing, the Architect will be deemed the author of these Documents and will retain all common law, statutory, and other reserved rights, including the copyright. For the purpose of completing this Project or for any other purpose, the Architect and its consultants hereby (i) grant to Owner and the National Park Service an irrevocable, fully paid-up, perpetual, worldwide license to copy and use such Documents for completion of this Project or for any other purpose and (ii) consent to the use by Owner and the National Park Service, and of the modification by other design professionals retained by Owner or the National Park Service, of the Documents. The Architect will have no responsibility or liability to the Owner or the National Park Service with respect to any modification to the Documents made by the Owner or National Park Service or any other design professional retained by the Owner or National Park Service. Furthermore, except where the Architect is found to be liable for such claim, damage or loss, the Owner will hold Architect harmless from any such claim, damage or loss arising out of the modification of the Documents by Owner or the National Park Service or another design professional retained by the Owner or the National Park Service. The Owner and the National Park Service are permitted to retain copies, including reproducible copies, of the Documents for information and reference in connection with the use and occupancy of the Project.

Notwithstanding the foregoing, the Architect acknowledges and consents to the use and ownership by the National Park Service, or its designees or assignees, of said Documents in accordance with the Lease between the Owner (as the Lessee) and the National Park Service (as the Lessor) for the Premises leased to the Lessee, and the Architect agrees to deliver copies of the Documents to the National Park Service upon written request from the National Park Service, provided that the National Park Service agrees to pay the Architect's reasonable duplication expenses.

## **Section 10. MAINTENANCE AND REPAIR**

### **10.1. Lessee's Responsibilities**

The Lessee is solely responsible for the repair, maintenance, and upkeep of the Premises during the Lease Term. This responsibility includes, without limitation:

- (a) the performance of all repairs, maintenance, upkeep, and replacement (whether structural or non-structural, foreseen or unforeseen, ordinary or extraordinary) necessary to maintain the Premises and the Improvements thereon in good order, condition, and repair in a manner consistent with the operation of comparable facilities in the locale of the Park Area and in compliance with all Applicable Laws;



- (b) the repair or replacement in-kind of broken or worn-out elements, parts or surfaces so as to keep the existing appearance of the Premises;
- (c) scheduled inspections of all building systems on the Premises;
- (d) maintaining the grounds of the Premises in good condition, including regular litter control and trash removal, grass mowing, managed lawn and ornamental plantings, and avoidance or removal of unsightly storage or parking of materials, equipment, or vehicles; and
- (e) paying to the proper authority, when and as the same become due and payable, all taxes and assessments imposed by federal, state, or local agencies applicable to the Premises or the Lessee's activities on the Premises.
- (f) responsibility for the safety and security of all persons Lessee admits to the Premises, including safety, security, and maintenance of their Personal Property.

## **10.2. Maintenance Plan**

Within thirty days (30) of the Commencement Date of this Lease, the Lessee must submit to the Lessor for its approval a Lessee Maintenance Plan satisfactory to the Lessor. The plan, when approved by the Lessor, will become Exhibit C to this Lease without further action, and the Lessee must comply with its terms. After consulting with the Lessee, the Lessor may make reasonable modifications to the plan from time to time to reflect changing maintenance and repair needs of the Premises.

## **Section 11. UTILITIES AND SERVICES**

### **11.1 Utilities**

At its sole expense the Lessee must make all arrangements with appropriate utility providers (including the Lessor, where applicable), for all utilities furnished to the Premises, including gas, electricity, other power, water, cable, telephone and other communication services, sewage, and waste removal. Any utility service provided by the Lessor will be subject to the Lessor's established policies and procedures, including NPS Director's Order #35B, for the provision of utility services.

## **Section 12. HAZARDOUS MATERIALS**

The following provisions apply to Hazardous Materials associated with the Premises:

- (a) No Hazardous Materials may be used, treated, kept, stored, sold, released, discharged or disposed of from, on, about, under, or into the Premises, except in compliance with all Applicable Laws and as approved by the Lessor in writing;
- (b) The Lessee must use, manage, treat, keep, store, release, discharge and dispose of its approved Hazardous Materials in accordance with all Applicable Laws. The Lessee is responsible for timely acquisition of any permits required for its Hazardous Materials and related activities and will be fully responsible for compliance with the provisions and conditions of such permits;
- (c) If any Hazardous Materials Occurrence caused by the Lessee results in any contamination of the Premises, other Park Area property or neighboring property, the Lessee must promptly take all actions at its sole expense as are required to comply with Applicable Laws and to allow the Premises or such other property to be used free of any use restriction imposed under Applicable

Laws as a result of the Hazardous Materials Occurrence. Except in cases of emergency, the Lessor's written approval of such actions must first be obtained;

(d) The Lessee at its expense is responsible for the abatement of Hazardous Materials in accordance with Applicable Laws in, on, or under the Premises as of the Commencement Date and thereafter; and

(e) If the Lessee discovers any unapproved Hazardous Materials in or on the Premises or becomes aware of a Hazardous Materials Occurrence related to the Premises, the Lessee must immediately notify the Lessor.

## **Section 13. INSURANCE AND INDEMNIFICATION**

### **13.1. Insurance During the Lease Term**

(b) The Lessee does not maintain commercial general liability insurance for its activity contemplated under this Lease. The Lessee is a municipal corporation authorized to expend funds for any loss, claim, action or judgment. The Lessee will defend, settle and without limitation satisfy any judgment against it in connection with all claims and/or litigation filed against it by all entities and individuals for injuries and/or property damage. This is applicable to all claims arising from the Lessee's activities and/or contracts to which the Lessee is a party. The Lessee is a self-insurer of its workers' compensation requirements pertaining to all Lessee employees except those employees who are not eligible for New York State workers' compensation benefits. The Lessee shall ensure that any contractors and subcontractors used in the performance of the Lessee's obligation under this Lease shall carry insurance of the type and with such limits as set forth in Exhibit B to this Lease as applicable.

### **13.2. Disposition of Insurance Proceeds**

All insurance proceeds received by or payable with respect to damage or destruction of the Premises (except proceeds of insurance covering loss or damage of the Lessee's Personal Property), less actual expenses incurred in connection with their collection, must be held by the Lessee in one or more federally insured, interest-bearing accounts, with all interest accrued thereon deemed proceeds of insurance for purposes of this Lease. However, if required by the Lessor, an insurance trustee acceptable to the Lessor may hold such proceeds for use in accordance with this Lease.

### **13.3. Inadequate Insurance Coverage**

The Lessee is solely responsible for any inadequacy of insurance coverage or any failure of insurers. Nothing in this Lease and no oral or written statement or communication by the Lessor acknowledging that the Lessee's insurance satisfies the requirements in Exhibit B to this Lease constitutes the Lessor's approval of the Lessee's insurer or insurance coverage; or alters in any way the Lessee's sole responsibility and liability for any inadequacy of insurance coverage or any failure of insurers.

### **13.4. Indemnification of Lessor**

(a) The Lessee hereby agrees to save, hold harmless and indemnify the Lessor and its employees, agents, successors, and assigns for all losses, damages, or judgments and expenses resulting from personal injury, death, or property damage of any nature arising out of the Lessee's activities under this Lease, or the activities of the Lessee's employees, agents, sublessees, or contractors; or arising out of the design, construction, maintenance, or actions of the Lessee's employees, agents, sublessees, or contractors on the

Premises, or of their Improvements on the Premises.

(b) Notwithstanding the foregoing, the Lessor shall be liable for the negligent or wrongful acts or omissions of its employees to the extent authorized by the Federal Tort Claims Act (codified as amended primarily at 28 U.S.C. §§ 2671 et seq.) or as otherwise expressly authorized by Applicable Laws. The provisions of this section will survive the Expiration Date or Termination Date of this Lease.

## **Section 14. DAMAGE OR DESTRUCTION**

### **14.1. Damage or Destruction; Duty to Restore**

If the Premises or any portion thereof are damaged or destroyed at any time during the Lease Term, one of the following will occur as directed by the Lessor:

(a) the Lessee, subject to the Lessor's prior written approval, must as promptly as reasonably practicable and with all due diligence repair or replace the damaged or destroyed Premises to the condition that existed prior to the damage or destruction; or

(b) the Lessor may terminate this Lease without liability and the Lessee must pay the Lessor as Additional Rent the insurance proceeds resulting from the damaged or destroyed Premises.

### **14.2. No Termination; No Effect on Rental Obligation**

No loss or damage by fire or other cause resulting in either partial or total destruction of the Premises, the Improvements thereon, or any other property on the Premises will operate to terminate this Lease except as provided in Section 14.1 of this Lease. Except as otherwise may be provided for in this Lease and in no event will the Lessee be entitled to any prorated return or refund of Rent paid hereunder. Unless this Lease is terminated under Section 14.1, no such loss or damage will relieve or discharge the Lessee from the payment of taxes, assessments, or other charges as they become due and payable, or from performance of other the terms and conditions of this Lease.

## **Section 15. LIENS**

### **15.1. No Power in Lessee to Create**

The Lessee has no power to take any action that may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion, fee interest or other estate of the Lessor or of any interest of the Lessor in the Premises, except as otherwise may be expressly approved by the Lessor in writing in accordance with the terms of this Lease.

### **15.2. Discharge of Liens by Lessee**

The Lessee may not permit any liens to be filed or to stand against the Premises for any reason. If a lien is filed against the Premises, the Lessee must cause it to be discharged of record within sixty calendar (60) days after notice to the Lessee of filing the lien. If the Lessee fails to discharge or contest the lien within this period and the failure continues for a period of fifteen calendar (15) days after notice by the Lessor, then, in addition to any other right or remedy of the Lessor, the Lessor may, but is not required to, procure the discharge of the lien either by paying the amount claimed to be due, by deposit in court, or by bonding. All amounts paid or deposited by the Lessor for any of these purposes, and all other expenses of the Lessor and all necessary disbursements in connection with them, will become due and payable forthwith by the Lessee to the Lessor upon written demand therefore as Additional Rent.

### **15.3. No Consent or Request by Lessor**

Nothing in this Lease constitutes the Lessor's express or implied consent, request, or authorization for any person or entity to perform any labor or furnish any materials in connection with the Premises.

## **Section 16. ASSIGNMENTS AND ENCUMBRANCES**

### **16.1. Assignments**

The Lessee may not effectuate an Assignment or Sublease of this Lease, in whole or in part, or grant any right, interest, privilege, or license whatsoever in connection with this Lease, without the Lessor's prior written approval. The Lessor may, but is not obligated to, approve a requested Assignment or Sublease. In no event, however, will the Lessor approve an Assignment or Sublease unless the Lessor has determined that the proposed assignee or Sublessee is financially and managerially capable of carrying out the terms of this Lease.

The Lessor may assign this Lease or any or all of its rights or obligations under this Lease at any time.

### **16.2. Encumbrances**

The Lessee may not effectuate an Encumbrance on the Premises without the Lessor's prior written approval. The Lessor may, but is not obligated to, approve or disapprove any requested Encumbrance. In no event, however, will the Lessor approve an Encumbrance unless the Lessor has determined that the Encumbrance only grants its holder, in the event of a foreclosure, the right to assume the Lessee's responsibilities under this Lease or to select a qualified new Lessee, subject to the Lessor's written approval, and that it does not purport to grant its holder any rights to alter or amend the Lease's terms or conditions.

## **Section 17. TERMINATION**

### **17.1. Termination for Default**

During the initial ninety (90) day period the Lessor may terminate this Lease for default if the Lessee fails to perform any of their responsibilities or obligations under this Lease. Before terminating this Lease for default, the Lessor will provide the Lessee with a Notice of Default giving the Lessee fifteen (15) calendar days to cure a monetary default or thirty (30) calendar days, or if such default cannot be cured within thirty days, such other period of time as is reasonable to cure a non-monetary default. If the Lessee does not cure its default within the applicable cure period, then the Lessor may terminate this Lease through written notice to the Lessee and require the Lessee to immediately remove its Personal Property from, and to vacate, the Premises. If the Lessee fails to remove all of its Personal Property from the Premises by the Termination Date or a later date specified by the Lessor in the notice of termination, then the Lessor may impound or otherwise dispose of that property in accordance with 36 C.F.R. § 2.22.

### **17.2. Right to terminate**

After the initial ninety (90) day period either party may terminate this Lease at any time, with or without cause, and in its sole discretion, upon ninety (90) calendar days prior written notice sent certified mail return receipt, to the other party. Upon such notice, and within ninety (90) days of the date of such notice, the Lessee must surrender the Premises in accordance with the provisions of Section 18.1 of this Lease. If the Lessee fails to remove all of its Personal Property from the Premises by the Termination Date or a later date specified by the Lessor, the Lessor may impound or otherwise dispose of such Personal Property in

accordance with 36 C.F.R. § 2.22.

### **17.3. No Waiver**

Neither the Lessor's failure to insist upon the strict performance of any of the terms and conditions of this Lease or to exercise any right or remedy upon a default nor the Lessor's acceptance of full or partial Rent during the continuance of any default will constitute a waiver of any default or of such terms and conditions. No terms and conditions of this Lease may be waived or modified except by a written instrument executed by the Lessor. No waiver of any default will affect or alter this Lease, but each and every term and condition of this Lease will continue in full force and effect with respect to any other then existing or subsequent default.

### **17.4. Lessor's Right to Cure Defaults**

If a default occurs under the terms of this Lease and the Lessee fails to correct the default within the applicable cure period, the Lessor may choose to correct the default (entering upon the Premises for such purposes if necessary), and the Lessor will not be liable or in any way responsible for any loss, disturbance, inconvenience, or damage resulting to the Lessee as a result, and the Lessee must pay to the Lessor upon demand the entire expense of the correction as Additional Rent, including, without limitation, the cost of consultants or contractors hired by the Lessor to correct the default and related expenses. The Lessor may act upon shorter notice or no notice at all if necessary in the Lessor's judgment to meet an emergency, governmental time limitation, or to protect the Lessor's interest in the Premises.

## **Section 18. SURRENDER AND HOLDING OVER**

### **18.1. Surrender of the Premises**

(a) On or before the Expiration Date or Termination Date of this Lease, the Lessee must surrender and vacate the Premises; remove the Lessee's Personal Property from the Premises, including all Temporary Facilities; and return the Premises, including the Lessor's Personal Property, to as good an order and condition as that existing upon the Commencement Date, or, if applicable, as that existing upon the completion of any Required Improvements by the Lessee, ordinary wear and tear excepted.

(b) For these purposes, the Lessor and the Lessee will prepare an Inventory and Condition Report of the Premises to constitute the basis for settlement by the Lessee to the Lessor for the Lessor's Personal Property, or elements of the Premises shown to be lost, damaged or destroyed. Any such Personal Property, or other elements of the Premises must be either replaced or returned to the condition required under this Section by the Lessee, ordinary wear and tear excepted, or, at the election of the Lessor, reimbursement made therefor by the Lessee at the then current market value thereof.

### **18.2. Holding Over**

This Lease will end upon the Expiration Date or Termination Date and any holding over by the Lessee or the acceptance by the Lessor of any form of payment of Rent or other charges after such date will not constitute a renewal of this Lease or give the Lessee any rights under this Lease or in or to the Premises.

## **Section 19. EQUAL OPPORTUNITY LAWS**

The Lessee and the Lessee's agents must comply with the requirements of (a) Title VII of the Civil Rights Act of 1964, as amended, as well as Executive Order 11246 of September 24, 1965, as amended; (b) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, Public Law 93-112, as

amended, which prohibits discrimination on the basis of disability and requires government contractors and subcontractors to take affirmative action to employ and advance in employment qualified handicapped individuals; (c) 41 C.F.R. ch. 60, which prescribes affirmative action requirements for government contractors and subcontractors; (d) the Age Discrimination in Employment Act of December 15, 1967, as amended; (e) the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.; (f) and all other Applicable Laws relating to nondiscrimination in employment and in providing facilities and services to the public. The Lessee will do nothing in advertising for employees that will prevent those covered by these laws from qualifying for such employment. In addition, the Lessee must comply with all provisions of Executive Order 14026 of April 27, 2021, (Increasing the Minimum Wage for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29 C.F.R. pt. 23, all of which are incorporated by reference into this Lease as if fully set forth in this Lease. The Lessee must comply with all provisions of Executive Order 13496 of January 30, 2009, (Notification of Employee Rights Under Federal Labor Laws) and its implementing regulations, including the applicable contract clause, codified at 29 CFR part 471, appendix A to subpart A, all of which are incorporated by reference into this Contract as if fully set forth in this Lease.

## **Section 20. NOTICES**

Except as otherwise provided in this Lease, any notice, consent, or other communication required or permitted under this Lease must be in writing and must be delivered by hand, sent by courier, or sent by prepaid registered or certified mail with return receipt requested to the following addresses (or to such other or further addresses as the parties may designate by notice given in writing to the other party):

If to the Lessor:

Superintendent  
Gateway National Recreation Area  
210 New York Avenue  
Staten Island, NY 10305

If to the Lessee:

Amrita P. Barth  
Chief, Contracts and Real Estate  
New York City Law Department  
100 Church St.  
New York, NY 10007

## **Section 21. GENERAL PROVISIONS**

The following general provisions apply to this Lease:

(a) The Lessor is not for any purpose a partner or joint venture participant of the Lessee in the development or operation of the Premises or in any business conducted on the Premises. Under no circumstances will the Lessor be responsible or obligated for any losses or liabilities of the Lessee. The Lessee may not publicize, or otherwise circulate, promotional or other material of any nature that states or implies endorsement of the Lessee or its services or products by the Lessor or any other governmental agency.

- (b) This Lease is not intended to, and does not, confer upon any person or entity, other than the parties hereto, any right or interest, including any third-party beneficiary status or any right to enforce any provision of this Lease.
- (c) This Lease provides no right of renewal or extension to the Lessee, nor does it provide the Lessee with the right to award of a new lease upon termination or expiration of this Lease. No rights will be acquired by virtue of this Lease entitling the Lessee to claim benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.
- (d) The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Lessor will have the right to immediately terminate this Lease for default.
- (e) If one or more provisions of this Lease are held to be invalid for any reason, such invalidity will not affect any other provision of this Lease, and this Lease will be construed as if the invalid provisions had not been contained in this Lease.
- (f) All exhibits that may be referenced in this Lease are hereby attached to and incorporated in this Lease.
- (g) Time is of the essence to this Lease and all of its terms and conditions.
- (h) The laws of the United States govern the validity, construction, and effect of this Lease.
- (i) This Lease constitutes the entire agreement between the Lessor and the Lessee with respect to its subject matter and supersedes all prior offers and negotiations, oral or written. This Lease may not be amended or modified except by a written instrument executed by the Lessor and the Lessee.
- (j) The voluntary sale or other surrender of this Lease by the Lessee to the Lessor, or a mutual cancellation, or the termination by the Lessor pursuant to any provision of this Lease, will not work a merger, but, at the option of the Lessor, may either terminate any or all existing Subleases hereunder or operate as an Assignment to the Lessor of any or all Subleases.
- (k) If more than one Lessee is named in this Lease, each Lessee is jointly and severally liable for performance of the obligations of this Lease.
- (l) Any and all remedies available to the Lessor for the enforcement of the provisions of this Lease are cumulative and are not exclusive, and the Lessor may pursue either the rights enumerated in this Lease or remedies authorized by law, or both. The Lessee will be liable for any costs or expenses incurred by the Lessor in enforcing any term of this Lease, or in pursuing legal action for the enforcement of the Lessor's rights, including court costs.
- (m) The Lessee may not construct new buildings or permanent structures on the Premises, except as provided in this Lease, except that, with the prior written approval of the Lessor, the Lessee may construct minor additions, buildings, or structures determined by the Lessor to be necessary for support of the uses authorized by this Lease.
- (n) Nothing contained in this Lease binds the Lessor to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Lease, or to involve the Lessor in any contract or other obligation for the future expenditure of money in excess of such appropriations. Moreover, nothing in this Lease prevents the cancellation of this

Lease by the Lessor in the exercise of its sovereign authority, subject to any constraints imposed on it by Applicable Laws.

(o) The Lessee will provide Liaison Officers (LNOs) as required by Lessor. The LNO will have the authority to resolve all issues, emergencies or disputes arising from Lease. The LNO must be an employee of the Lessee and not a contractor of the Lessee.

(p) The Lessee will provide the Lessor with the following plans (Plans) within 30 days of the Commencement Date. Lessor will review the Plans to ensure consistency with the provisions of the Lease terms. The following Plans will be updated as necessary no less than every 30 days, or more frequently if specifically identified below, and submitted to the Lessor for its review.

1. Air Quality Management Plan
2. Demobilization Plan
3. Electrical Services Plan
4. Emergency Evacuation Plan
5. Emergency Services Plan (EMS, Fire, and Law Enforcement)
6. Food Services Plan
7. Fuel Management Plan
8. Hazardous Waste Management Plan
9. Lighting Management Plan
10. Medical Services Plan
11. Mobilization Plan (Due 48 hours before mobilization can commence)
12. Pest Management Plan
13. Premises Access Plan
14. Premises Safety Plan
15. Premises Security Plan
16. Temporary Facilities Plan
17. Transportation Plan
18. Trash and Recycling Plan
19. Spill Prevention, Control and Countermeasures Plan
20. Storm Management Plan
21. Stormwater Pollution Protection Plan
22. Water and Wastewater Management Plan

(q) In the event that a dispute arises related to the Plans, Lessee and Lessor through their designated officials will immediately meet to discuss and resolve the issue in an amicable manner. If the dispute cannot be resolved by the first level designated official, then the matter may be elevated through the appropriate chain of command, which is further detailed in Appendix 1 Roles and Responsibilities of the Lessor and Lessee. Nothing in this provision is intended to imply or lessen the Lessor's authority to enforce the terms of the Lease as outlined in Section 21(l).



IN WITNESS WHEREOF, the Director of the National Park Service, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary of the Interior, as the Lessor; and the Lessee have executed this Lease by proper persons thereunto duly authorized as of the date heretofore written.

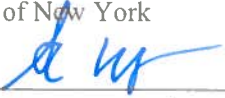
LESSOR:

THE UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE

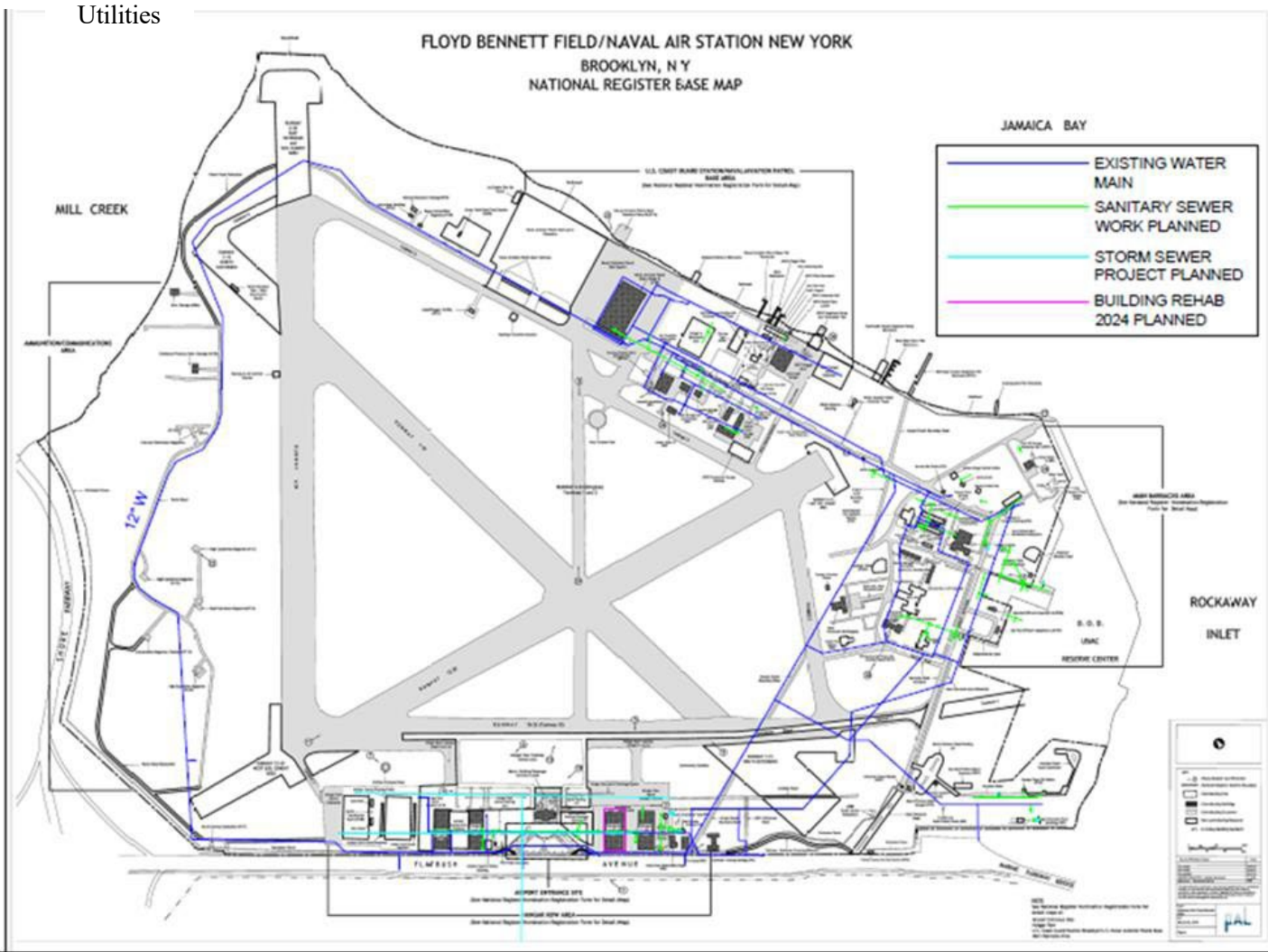
By: \_\_\_\_\_  
Print Name: Frank W. Lands  
Title: Deputy Director, Operations  
Date: In Digital Signature Block

LESSEE:

The City of New York

By:  \_\_\_\_\_  
Print Name: Sheena Wright  
Title: First Deputy Mayor  
Date: 9/15/23

# Floyd Bennett Field Existing



Note: The photos included in this Exhibit A are a representative sampling of the documentation compiled by NPS in connection with the activities authorized under the lease. Additional photos are available and NPS will rely on the larger record in cases where references to baseline conditions require same.

# Exhibit A – Inventory and Condition Report Floyd Bennett Field Existing Conditions

## Runway 1-19 (Photo Batch 1)





# Exhibit A – Inventory and Condition Report Floyd Bennett Field Existing Conditions

Runway 1-19 (Photo Batch 2)





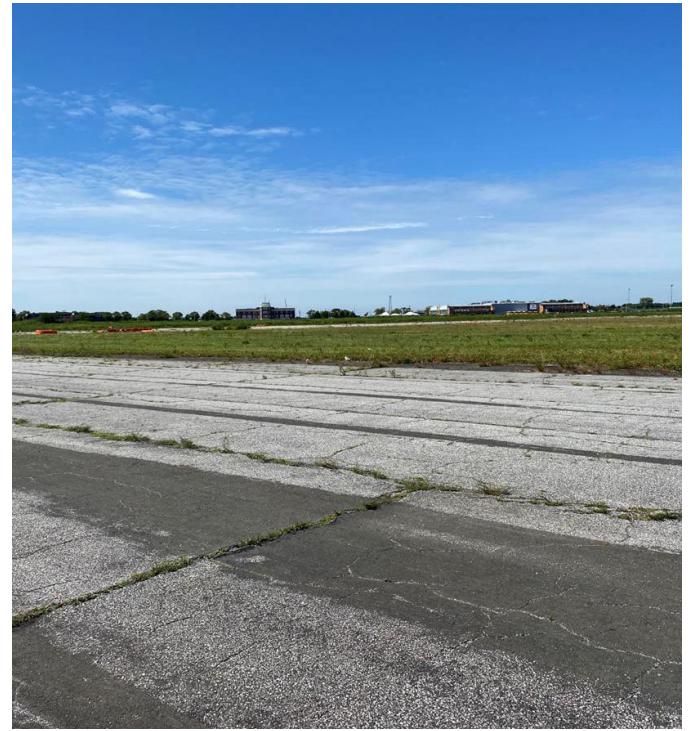


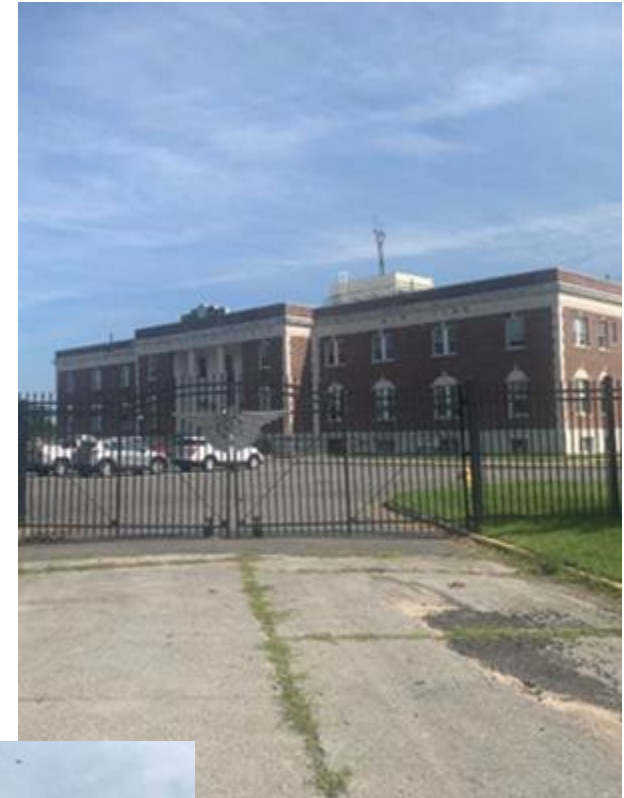
Exhibit A – Inventory and Condition Report  
Floyd Bennett Field Existing Conditions

**Runway 1-19 (Photo Batch 5)**

# Exhibit A – Inventory and Condition Report Floyd Bennett Field Existing Conditions

## Ryan Center Entrance Drive

041260 Condition: Fair / 07.28.2021 & 08.22.2023







## Exhibit A – Inventory and Condition Report Floyd Bennett Field Existing Conditions

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Airport Entrance Walks  
985688 Condition: Fair / 01.2013 & 08.22.2023





## Exhibit A – Inventory and Condition Report Floyd Bennett Field Existing Conditions

### **Barracks Roads Complex**

982616 Condition: Good / 01.2013 & 8.22.2023



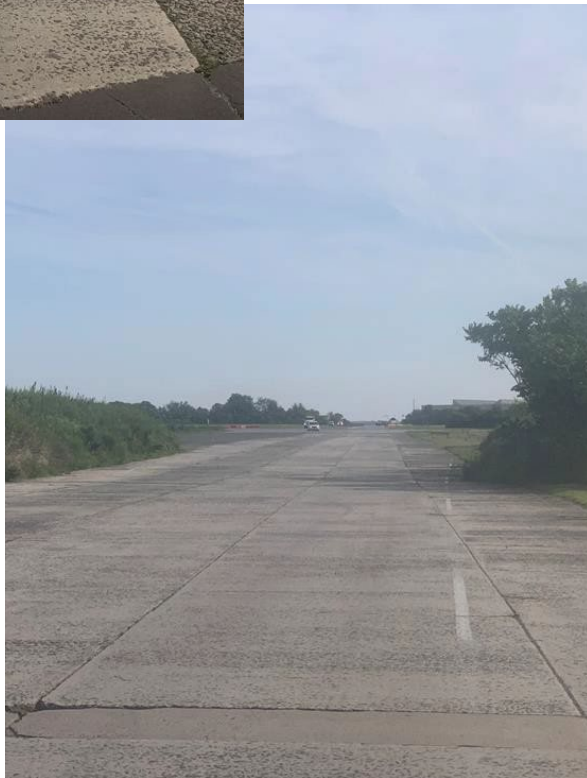
# Exhibit A – Inventory and Condition Report Floyd Bennett Field Existing Conditions

**Floyd Bennett Field - Runways 15-33**  
041264 Condition: Fair / 01.2018 & 8.22.2023



# Exhibit A – Inventory and Condition Report Floyd Bennett Field Existing Conditions

**Runway 6-24 (Original/Taxiways 1 & 2)**  
041264 Condition: Fair / 01.2018 & 8.22.2023





# Exhibit A – Inventory and Condition Report Floyd Bennett Field Existing Conditions

## Hangar Row Taxiway

041267 Condition: Fair / 01.2018 & 8.22 .2023

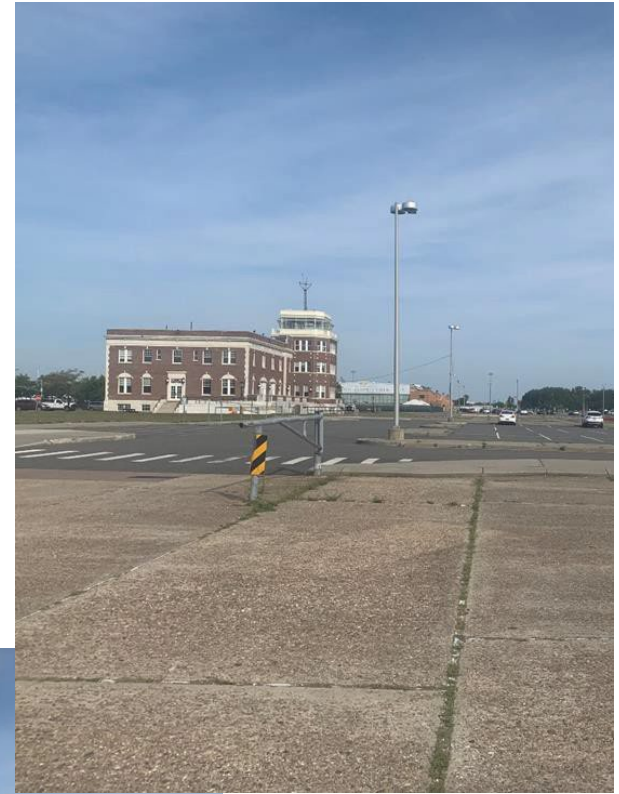




# Exhibit A – Inventory and Condition Report Floyd Bennett Field Existing Conditions

## Hangar Row Apron (Hangars 1 - 4)

983203 Condition: Fair / 01.2013 & 08.22.2023







## Exhibit A – Inventory and Condition Report Floyd Bennett Field Existing Conditions

**Compass Rose**

041263 Condition: Fair / 07.28.2021 & 08.22.2023



# Exhibit A – Inventory and Condition Report

## Floyd Bennett Field Existing Conditions

Floyd Bennett Field - Runways 1-19

041265 Condition: Fair / 01.2013 & 08.22.2023



# Exhibit A – Inventory and Condition Report Floyd Bennett Field Existing Conditions

## Runway 6-24







## Exhibit A – Inventory and Condition Report Floyd Bennett Field Existing Conditions

**Naval Aviation Patrol Base Hangar B**

982578 Condition: Fair 08.22.2023



**Exhibit A – Inventory and Condition Report  
Floyd Bennett Field Existing Conditions  
Naval Aviation Patrol Base Apron**

982609 Condition: Fair / 01.2013 & 08.22.2023



Exhibit A – Inventory and Condition Report  
Floyd Bennett Field Existing Conditions

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**Naval Aviation Patrol Base Seaplane Ramp B**

982596 Condition: Fair / 01.2013 & 08.22.2023



## **EXHIBIT B: Insurance Requirements**

During the term of this Lease, the Lessee must cause its contractors to maintain the following insurance coverage (where applicable as determined by the Lessor) under the following general terms and conditions and under such specific terms and conditions as the Lessor may further require with respect to each particular insurance policy.

### **1. Types of Insurance (Non-Construction)**

(a) Property Insurance - An all risk or special form, including fire, vandalism and malicious mischief insurance. The amount of such insurance must be the full insurable value of the Premises. All such policies must specify that proceeds shall be payable whether or not any damaged or destroyed Improvements are actually rebuilt. All such policies must waive any requirement that a building or structure be replaced at its original site.

(b) Boiler and Machinery Insurance – At full replacement cost. The policy must specify that proceeds will be payable whether or not any damaged or destroyed Improvements are actually rebuilt. The policy must include an endorsement that waives any provision of the policy that requires a building or structure to be replaced at its original site, provided that, such endorsement does not operate to increase the insurance company's liability under the policy.

(c) Worker's Compensation and Employer's Liability Insurance - Worker's compensation insurance in the statutory amounts and coverage required under worker's compensation, disability and similar employee benefit laws applicable to the Premises and to the Lessee's use and occupancy of the Premises.

(d) General Liability - Comprehensive Farm Liability and/or Commercial General Liability through one or more primary and umbrella liability policies against claims for bodily injury and property damage occurring on the Premises, the Improvements thereon, or the streets, curbs or sidewalks adjoining the Premises, with such limits as may be required by the Lessor, but in any event not less than three million dollars (\$3,000,000) per incident and five million (\$5,000,000) aggregate for the Premises. Such insurance must insure the performance by the Lessee of its indemnity obligations under this Lease.

(e) Other - All other insurance that the Lessee should maintain to adequately protect the Premises, the Lessor, and the Lessee.

### **2. Insurance During Construction**

At all times during Construction, the Lessee shall cause its contractors to obtain and keep in force for the benefit of the Lessee and the Lessor the following insurance coverages:

(a) If requested by the Lessor at any time, performance and payment bonds approved by the Lessor, which bonds must cover payment of all obligations arising under all contracts let in connection with a Construction and guaranteeing performance and payment under the applicable contracts, and payment in full of all claims for labor performed and materials supplied under such contracts. The bonds must be issued by a responsible surety company, licensed to do business in the state where the Park Area is located, in an amount not less than the amount of the respective contracts, including amounts for cost overruns, price increases, change orders, forced delays and the like, and must remain in effect until the entire work under the contracts is completed; and



(b) To the extent not covered by other property insurance maintained by the Lessee, comprehensive “all risk” or “special form” builder’s risk insurance, including vandalism and malicious mischief, covering the Construction, all materials and equipment stored at the Premises and furnished under a construction contract, and all materials and equipment that are in the process of fabrication at the Premises of any third party or that have been placed in due course of transit to the Premises when such fabrication or transit is at the risk of, or when title to or an insurable interest in such materials or equipment, has passed to the Lessee, such insurance to be written on a completed value basis in an amount not less than the full estimated replacement cost of the Construction.

### **3. Conditions of Insurance**

(a) The policy or policies required under this section must provide that in the event of loss, the proceeds of the policy or policies will be payable to the Lessee to be used solely for the repair or replacement of the property damaged or destroyed, as approved and directed by the Lessor, with any balance of the proceeds not required for repair, replacement, or removal paid to the Lessor; provided, however, that the insurer, after payment of any proceeds to the Lessee, will have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee.

(b) All property and liability insurance policies must name the United States of America, on behalf of the National Park Service, as an additional insured.

(c) All of the insurance required by this section and all renewals must be issued by one or more companies of recognized responsibility licensed to do business in the state in which the Park Area is located with a financial rating of at least a Class B+ (or equivalent) status, as rated in the most recent edition of Best’s Insurance Reports (or equivalent) or as otherwise acceptable to the Lessor.

(d) All insurance policies must provide that such policies may not be cancelled, terminated, or altered without thirty (30) days prior written notice to the Lessor. The Lessee must provide to the Lessor a copy of each policy and a certificate of the policy executed by a properly qualified representative of the insurance company evidencing that the required insurance coverage is in full force and effect on or before the Commencement Date, and annually thereafter. The Lessee must maintain all policies provided throughout the Lease Term and the Lessee must renew such policies before the expiration of the term of the policy.

(e) The Lessee and the Lessee’s agents may not do anything, or permit anything to be done, in or about the Premises or on adjacent or nearby property that would invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Premises or result in a refusal by insurance companies of good standing to insure the Premises in the amounts required under this Exhibit.

**EXHIBIT C: Maintenance Plan**

(Insert Maintenance Plan Upon Completion and Acceptance)

**EXHIBIT D: Construction Documents**

(Construction Documents will be inserted here upon Completion and Acceptance)

# EXHIBIT E: Leased Premises Map

## Gateway National Recreation Area Proposed Premises

National Park Service  
U.S. Department of the Interior



## **Appendix 1 -General Operational Terms and Conditions**

This document is incorporated by reference into the Lease between the United States of America, United States Department of the Interior, National Park Service and The City of New York.

Unless otherwise stated, defined terms in this Appendix 1 will have the same meaning as they do in the main body of the Lease and its Exhibits.

This Appendix 1, through its incorporation into the Lease, is also subject to the enforcement provisions set forth in Section 21(l) of the Lease, whereby

Any and all remedies available to the Lessor for the enforcement of the provisions of this Lease are cumulative and are not exclusive, and the Lessor may pursue either the rights enumerated in this Lease or remedies authorized by law, or both. The Lessee will be liable for any costs or expenses incurred by the Lessor in enforcing any term of this Lease, or in pursuing legal action for the enforcement of the Lessor's rights, including court costs.

**PURPOSE:** To set forth the conditions under which the Lessor will provide use of 30 acres of land for a period of up to one (1) year beginning on the Commencement Date, The Lessor is leasing the Premises to the Lessee to assist Lessee in addressing an emergency need that has developed with regard to migrants. This Appendix 1 outlines the general responsibilities and support requirements to facilitate the reception by the Lessee of the migrants at Gateway National Recreation Area - Floyd Bennett Field.

### **Lessor's Roles and Responsibilities**

- The Park Area Superintendent retains oversight of the Park Area and will balance the Lessee's needs against the potential impacts to the Lessor's mission and resources.
- The Lessor has identified parcels of land that are appropriate for the use required by the Lessee. The total acreage of these three parcels is approximately 30 acres. (See Exhibit E to the Lease)
- The Lessor will provide oversight of Lessee's operations only to the extent necessary to ensure protection of Park Area resources and compliance with Applicable Laws.
- The Lessor will manage all of its own communications and public affairs and be the lead on all issues affecting the Lessor.
- The Lessor will stand up an Incident Management Team to assist in coordinating the construction and occupancy of the Premises. This will include a designated liaison to the Lessee.
- The Lessor designates the Park Area Superintendent as its first level designated official for any disputes that may arise under this Lease including all Exhibits and Appendices. Escalation of any disputes will follow the NPS Chain of Command.

### **Lessee's Roles and Responsibilities**

- The Lessee will provide the Lessor a list of designated officials, including their email addresses and phone numbers, for the purposes of emergency contact and dispute resolution.
- The Lessee, if conducting operations through third parties, will provide the Lessor with the third parties' on-Premises contact information for the purpose of emergency contact.



- The Lessee will not delegate dispute resolution to any other party e.g., contractors that may be on Premises, even if it is determined that on-site personnel are necessary to resolve the dispute.
- The Lessee will confine all activities to their assigned Premises, including parking, drop off and loading of vehicles and any other uses involving placement of vehicles.
- **Provide Liaison Officers (LNOs).** The Lessee will provide Liaison Officers (LNOs) as required by the Lessor.
  - The LNO must generally serve a minimum of 30 days with a 5-day transition between inbound and outbound LNOs. The transition must not be scheduled during critical time periods, e.g., day before VIP visit.
  - The LNO must be prepared to synchronize, assist in the collaboration of planning changes, execution of assigned tasks, and perform as a critical information conduit.
  - The LNO's duties include, but are not limited to: attending and briefing at scheduled and unscheduled briefings; inform the NPS leadership of the content of reports transmitted to the Lessee; follow NPS communication procedures; facilitate understanding of the Lessee's objectives and intent; remain informed of the Lessee's current situation and provide that information to the NPS leadership; expeditiously inform Lessee of changes to NPS upcoming missions, tasks, and orders affecting the Premises.
  - The Lessee will fully utilize NPS communication tools and procedures for timely and accurate reporting/information flow.
  - LNOs must be onsite or immediately available by phone throughout this mission and the Expiration Date or Termination Date of the Lease. The LNO will provide daily updates to the Lessor on the status of all events, incidents and occurrences related to the Premises and the uses thereon, to include any/all current public affairs efforts.
  - Immediately notify and coordinate any media or congressional engagements with Lessor prior to execution.

**Air Quality Plan** – In accordance with Section 21 (p) of the Lease, the Lessee will develop an Air Quality Plan consistent with the terms, conditions and requirements listed below, as well as those set forth in the main body of the Lease and its Exhibits.

- The Lessee will submit to the Lessor all air quality monitoring reports that may be required by a regulatory agency in conjunction with an activity associated with the Premises, such as the use of generators (See Electrical Services Plan).

**Demobilization Plan** – In accordance with Section 21 (p) of the Lease, the Lessee will develop a Demobilization Plan consistent with the terms, conditions and requirements listed below, as well as those set forth in the main body of the Lease and its Exhibits.

- No less than 15 days prior to the demobilization of the Temporary Facilities and the load-out of all Personal Property, the Lessee will provide the Lessor a detailed plan regarding dates and times so that the Lessor can make appropriate arrangements that may impact other park operations.

**Electrical Services Plan** – In accordance with Section 21 (p) of the Lease, the Lessee will develop an Electrical Services Plan consistent with terms, conditions and requirements listed below, as well as those set forth in the main body of the Lease and its Exhibits.

- The Lessee will provide at its own expense all electrical services and will be completed through the temporary installation of facilities that are removable.
- The Lessee will document how all electrical services are being provided to the Premises.
- Any electrical generators utilized on the Premises must be Environmental Protection Agency (EPA)

Tier IV (Tier 4) compliant and must be permitted by the appropriate regulatory agencies.

- Lessee will monitor noise levels associated with generator operations to ensure that the noise levels identified in the GATE Superintendent's Compendium of 60 decibels, at 50 feet from the source, are not exceeded.
- The Lessee will certify that all electrical services have been installed and connected in accordance with all applicable code requirements.
- While all utilities will need to be provided by the Lessee in accordance with the Lease, in the event that a need arises that requires a connection to the park's utilities all requests to use or tie to existing electrical utilities will be requested in advance and all electrical connections will have temporary metering devices installed so that they may be tracked and billed separately.

**Emergency Evacuation Plan** – In accordance with Section 21 (p) of the Lease, the Lessee will develop an Emergency Evacuation Plan consistent with terms, conditions and requirements listed below, as well as those set forth in the main body of the Lease and its Exhibits.

- The Lessee agrees that Lessor has unilateral authority to issue an emergency evacuation order. The Lessor will inform and discuss any evacuation order prior to issuance.
- The Lessee will describe how all personnel, contractors and residents of the Premises will be evacuated from the site within (12 hours) of an emergency evacuation ordered by the Lessor or any other cognizant government agency having jurisdiction.

**Emergency Services Plan** – In accordance with Section 21 (p) of the Lease, the Lessee will develop an Emergency Services Plan consistent with terms, conditions and requirements listed below, as well as those set forth in the main body of the Lease and its Exhibits.

- **Emergency Medical Services**
  - The Lessee will provide 24-hour medical services at the ALS medical level scaled appropriately to accommodate the number of residents within the Premises.
  - Migrants must be medically screened and vaccinated per current guidelines to ensure health protection at the Park Area before arrival. Migrants with identified acute health needs will not be transferred to the Premises.
  - The Lessee will accept sole and complete responsibility for patient care including the transfer of the Lessee's officers, agents, employees, contractors, or residents to appropriate medical facilities.
  - The Lessee will coordinate the disposal of all medical waste with appropriate NPS representatives.
  - The Lessee will utilize isolation and quarantine protocols to protect the broader community health.
- **Fire Services**
  - The Lessee will provide 24-hour structural fire services scaled approximately to accommodate the number of migrants and the size and complexity of the facility.
- **Law Enforcement Services**
  - The Lessee will provide 24-hour law enforcement and security services scaled appropriately to accommodate the number of migrants and the size and complexity of the facility.
  - NYPD will be the primary entity responsible for law enforcement issues inside the perimeter of the Premises and the US Park Police will remain the primary entity responsible for law enforcement issues elsewhere within the boundaries of the Park Area.
  - The Lessee will provide enhanced 24-hour law enforcement and security at locations

- identified by the Lessor sufficient to protect Park Area visitors and Park Area resources.
- During Park Area closure hours this will include staffing the security gate at the entrance to the Premises.
- The Lessee will coordinate with other land users separately to meet their needs related to law enforcement and security.
- Both parties will ensure that a comprehensive assessment is made as to this public safety operation to determine if additional Lessor resources will be needed.
- The Lessee is responsible for all security incidents and law enforcement within the Premises, to include incidents involving imminent danger to Lessee (e.g., riots, etc.).
- The Lessee will participate in planning and exercising joint emergency responses with NPS personnel as requested by the Lessor, after reasonable notice.
- The Lessee will respond to any report of a missing migrant person within the Park Area.
- The Lessee will enter into any additional agreements with Lessor needed to carry out these provisions.

**Food Services Plan** – In accordance with Section 21(p) of the Lease, the Lessee will develop a Food Services Plan consistent with terms, conditions and requirements listed below, as well as those set forth in the main body of the Lease and its Exhibits.

- The Lessee will ensure all food services providers are appropriately licensed for food service and that all food services are conducted with all Applicable Laws and regulations governing the Premises.
- The Lessee will provide food through a centralized food facility.
- The Lessee will not be permitted to allow other food services providers such as food trucks or other vendors to sell or distribute food outside the Premises.
- The Lessee will describe at a minimum its plan for food distribution, food storage, food security, cooking facilities, cold storage, as applicable.

**Fuel Management Plan** – In accordance with Section 21 (p) of the Lease, the Lessee will develop a Fuel Management Plan consistent with terms, conditions and requirements listed below, as well as those set forth in the main body of the Lease and its Exhibits.

- The Lessee will describe in detail the location of all fuel management, distribution and storage facilities.
- The Lessee will document how fuel management will be sited to ensure the safety of the Lessee’s personnel and residents of the Premises. Furthermore, the plan will ensure that all fuel facilities have required secondary containment.
- The Lessee will ensure that all fuel facilities have all proper labeling and signage to aid in emergency response.

**Hazardous Waste Management Plan** – In accordance with Section 21 (p) of the Lease, the Lessee will develop a Hazardous Waste Plan consistent with terms, conditions and requirements listed below, as well as those set forth in the main body of the Lease and its Exhibits.

- In addition to Section 12 of the Lease, The Lessee will comply with the environmental laws and considerations as they pertain to use of the Premise and environmental compliance. In the event Lessee generates, processes, disposes of, or handles any hazardous substances and hazardous materials, Lessee agrees to directly pay for all cleanup costs associated with either removal, remediation, or other corrective action mandated by either the State or Federal regulatory authority.
- The Lessee will ensure that all hazardous waste is disposed in the proper and lawful manner.

**Lighting Management Plan** - In accordance with Section 21 (p) of the Lease, the Lessee will develop a Lighting Management Plan consistent with terms, conditions and requirements listed below, as well as those set forth in the main body of the Lease and its Exhibits.

- The Lessee will ensure sufficient lighting to deter crime both on the Premises and at secondary locations the Lessor deems to be appropriate to protect Park Area resources.
- While safety will remain the first priority for the lighting plan, the Lessee will make every effort to comply with NPS Management Policies 2006 (Section 4.10) best practices on lightscape management in national parks.

**Medical Services Plan** - In accordance with Section 21 (p) of the Lease, the Lessee will develop a Medical Services Plan consistent with terms, conditions and requirements listed below, as well as those set forth in the main body of the Lease and its Exhibits.

- The Lessee will accept sole and complete responsibility for the patient care or transfer of Lessee's officers, agents, employees, contractors, and residents of the Premises.
- Coordinate the disposal of all medical waste with appropriate NPS representatives.
- All residents of the Premises must be medically screened and offered vaccination per current guidelines to ensure health protection at the Park Area before arrival. Migrants with identified communicable diseases will not be transferred to the location.
- The Lessee will construct Temporary Facilities appropriate for isolation and quarantine protocols to protect broader community health.

**Mobilization Plan** - In accordance with Section 21 (p) of the Lease, the Lessee will develop a Mobilization Plan consistent with terms, conditions and requirements listed below, as well as those set forth in the main body of the Lease and its Exhibits.

- The Lessee will indicate specific dates and times for which the mobilization, and construction of the Lessee's Premises will take place.
- The Lessee will adhere to any on-site restrictions that may be necessary to provide visitor safety and/or to protect Park Area resources.
- The Lessee will provide a site plan indicating where proposed Temporary Facilities will be placed.
- The Lessee, including any lead contractors, will meet in person to review the site and conduct any walk throughs prior to mobilization as may be deemed necessary the Lessor.

**Pest Management Plan** - - In accordance with Section 21 (p) of the Lease, the Lessee will develop a Pest Management Plan consistent with terms, conditions and requirements listed below, as well as those set forth in the main body of the Lease and its Exhibits.

- The Lessee's Pest Management Plan will conform to NPS laws, regulations, and policies for integrated pest management.
- All chemicals used in support of Pest Management must be approved in advance and the quantities must be document in reports.

**Premises Access Plan** – In accordance with Section 21 (p) of the Lease, the Lessee will develop a Premises Access Plan consistent with terms, conditions and requirements listed below, as well as those set forth in the main body of the Lease and its Exhibits.

- Access to the Premises will be limited to the Lessee, their contractors, residents of the Premises, and others that have been approved by the Lessor.
- The Lessor will have full access to the Premises at all times with advanced notice, except that no notice shall be required in case of emergency or danger to life of safety.
- All Lessee's personnel and contractor employees must utilize routes specifically designated by Lessor. The Lessee will ensure that all access is made in accordance with the terms of this Lease.
- The Lessee will ensure all residents of the Premise must utilize routes specifically designated by Lessor. The Lessee will ensure that all access is made in this Lease.
- Formal request for visitation to the Premises must be made to and approved by the Lessor in advance. Access will be based on a provided "need to access assessment" after coordination with all appropriate NPS entities. All visitors to the Premises must be escorted and accompanied by a Lessee representative. This includes, but is not limited to, Congressional staff visits, media, non-governmental organizations, etc.
- During hours that the Park Area is open, the Lessee, including any contractor, staff or residents of the Premise are permitted to use the Park Area following the same rules as other visitors. During the Park Area's closure hours, residents of the Premises must remain within the boundaries of the Premises.
- All Lessee's personnel, contractors, and visitor movement is restricted to direct movement between the primary or alternate entry point to the Premises. Any movement outside this direct travel routes must be coordinated with Lessor.

**Premises Safety Plan** – In accordance with Section 21 (p) of the Lease, the Lessee will develop a Premises Safety Plan consistent with terms, conditions and requirements listed below, as well as those set forth in the main body of the Lease and its Exhibits.

- The Lessor will identify sites located within the proximity of the Premises that pose an elevated safety risk with a high density of people residing in the Premises 24-7, including unoccupied and deteriorating buildings as well as contaminated sites.
- The Lessee is required to mitigate those risks through fencing and other security measures approved by the Lessor.

**Temporary Facilities** – In accordance with Section 21 (p) of the Lease, the Lessee will develop a Temporary Facilities Plan consistent with terms, conditions and requirements listed below, as well as those set forth in the main body of the Lease and its Exhibits.

- All facilities will be constructed in a temporary and removable fashion.
- The Temporary Facilities will be designed in a resilient manner or will be able to be quickly demobilized in anticipation of major weather events. This should be described in the Lessee's Storm Management Plan.
- The Lessee will design, arrange and anchor facilities to minimize impacts to natural and cultural resources.
- The Lessee will be responsible for constructing all necessary housing, shower, cooking, washing, security facilities, consistent with the terms and conditions established in the Lease.
- The Lessee will be responsible for ensuring facilities have appropriate heat and air conditioning.
- Improvements or modifications of the Premises to meet the Lessee's operational requirements will be coordinated with the Lessor and will be designed and executed at the expense of the Lessee.
- All construction is subject to the Lessor's approval and in consideration of the local conditions, including impacts of local weather, e.g., wind and heat, as well as compliance with Applicable Laws

such as NEPA, NHPA, and the Coastal Zone Management Act.

- All vertical structures/facilities built or installed on the Premises must comply with applicable building code requirements to include wind loads. Prior to occupancy of any building the Lessee and/or their contractors shall provide evidence of code compliance to the Lessor prior to overnight occupancy.
- Upon revocation, expiration, or surrender of the Lease, and to the extent directed by the Lessor, Lessee shall remove all alterations, additions, betterments, and improvements made, or installed, and restore the facility to the same or as better condition as existed on the date of Lease Commencement
- All Lessee's Temporary Facilities and other Personal Property, including equipment, will be located within the Premises.

**Transportation Management Plan** – In accordance with Section 21 (p) of the Lease, the Lessee will develop a Transportation Management Plan consistent with terms, conditions and requirements listed below, as well as those set forth in the main body of the Lease and its Exhibits.

- The Lessee will be responsible providing transportation to and from the Premises.
- The Lessee will identify appropriate locations and times of transportation options.

**Trash and Recycling Management Plan** - In accordance with Section 21 (p) of the Lease, the Lessee will develop a Trash and Recycling Management Plan consistent with terms, conditions and requirements listed below, as well as those set forth in the main body of the Lease and its Exhibits.

- The Lessee is responsible for developing and Trash and Recycling Plan. This will include a plan to minimize the use of single use plastics to protect Park Area resources.
- The Lessee is responsible for all hauling and disposal of waste in a legal manner.

**Site Plan** – In accordance with Section 21 (p) of the Lease, the Lessee will develop a Site Plan consistent with terms, conditions and requirements listed below, as well as those set forth in the main body of the Lease and its Exhibits.

- Upon final construction of all Temporary Facilities the Lessee will produce and deliver to the Lessor a map indicating the location and purpose of the Temporary Facilities to include the staging or storage of Personal Property. The map should have clearly labeled structure with both names and numbers for easy reference.
- The final map will be delivered both electronically and in hard copy. With no less than five (5) copies being delivered in hard copy format. These hard copy plans are necessary for respective park divisions to have on hand in the event of an emergency or in case the Lessee needs to ask clarifications about the Premises.

**Spill Prevention, Control and Countermeasure Plan (SPCC)** - In accordance with Section 21 (p) of the Lease, the Lessee will develop a SPCC Plan consistent with terms, conditions and requirements listed below.

- The Lessee will immediately notify the Lessee of any unauthorized releases or the deployment of any countermeasures. Notification of the Lessor does not absolve the Lessee of any other notification requirement to any applicable regulatory entity.

**Storm Management Plan** - In accordance with Section 21 (p) of the Lease, the Lessee will develop a Storm Management Plan consistent with terms, conditions and requirements listed below, as well as those set forth in the main body of the Lease and its Exhibits.

- The Lessee will address how the Temporary Facilities and other Personal Property on the Premises will be removed from the Premises within (48) hours of an evacuation notice described in other terms and conditions of Appendix 1.
- In the event the Lessee is unable to fully remove all Temporary Facilities or its other Personal Property prior to a storm, the Lessee will describe what remaining Temporary Facilities or other Personal Property will be secured.

**Stormwater Pollution Protection Plan** - In accordance with Section 21 (p) of the Lease, the Lessee will develop a Stormwater Pollution Protection Plan consistent with terms, conditions and requirements listed below, as well as those set forth in the main body of the Lease and its Exhibits.

- The Lessee will address erosion control measures associated with all construction activities on the Premises and any potential overflow or outflow into Jamaica Bay.

**Water and Wastewater Management Plan** - In accordance with Section 21 (p) of the Lease, the Lessee will develop a Water and Wastewater Plan consistent with terms, conditions and requirements listed below, as well as those set forth in the main body of the Lease and its Exhibits.

- The Lessee will manage all water and wastewater facilities in a containerized manner as the Lessee will not be permitted to connect to the Lessor's utilities as they are not sized to accommodate additional capacity.
- Disposal of all water, wastewater, grey water and any residual from any tanks, Temporary Facilities or Personal Property will be disposed offsite and in a legal manner.

# **GATEWAY NATIONAL RECREATION AREA Floyd Bennett Field Required Improvements**

8/17/2023



These projects are benefits to the NPS and are required components of the Lease terms that include leasing certain areas of Floyd Bennett Field for use as migrant housing. These descriptions serve as a guide for planning purposes and costs are rough order of magnitudes.

Included in this document are Denver Service Center compliance and technical support costs.



FLOYD BENNETT FIELD/NAVAL AIR STATION NEW YORK  
 BROOKLYN, NY  
 NATIONAL REGISTER BASE MAP

JAMAICA BAY

MILL CREEK

- Proposed Project Locations**
1. Historic Entrance Rehabilitation
  2. Public Campground Improvements
  3. Construct Outdoor Education Campus
  4. Rehabilitate Hangar B Parking & RV sites
  5. Repair Access Routes

Proposed Migrant Housing

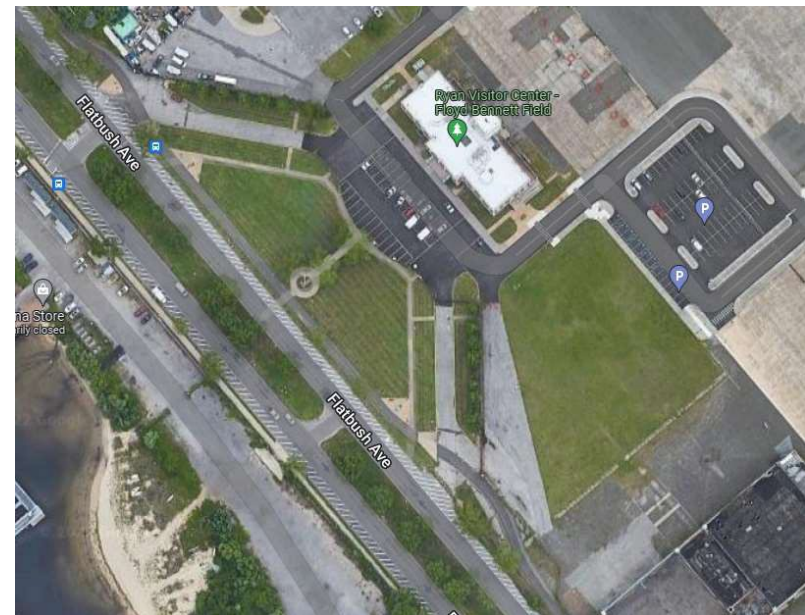
ROCKAWAY  
 INLET

AIRPORT ENTRANCE SITE  
 (See National Register Nomination Registration Form for Detail Map)  
 (See National Register Nomination Registration Form for Detail Map)

NOTE:  
 See National Register Nomination Registration Form for  
 Detail Map of  
 Airport Entrance Site  
 Flatbush Avenue  
 U.S. Coast Guard Station, New York, U.S. Navy Air Station, New  
 York, New York

**#1 - Rehabilitation of the Historic Entrance to the Floyd Bennett Field Ryan Visitor Center (\$550,000.):** The historic entrance to Floyd Bennett Field has been closed for many years, and it is part of the vision for Floyd Bennett Field to restore this primary arrival point to the site. The park has recently worked with The New York City Department of Transportation (NYC DOT) in the design and reconfiguration of Flatbush Avenue to accommodate such use. Currently, vehicles entering Floyd Bennett may only enter the park via the intersection of Aviation Road and Flatbush Avenue.

This project would re-open the gates at two driveways, that directly connect Flatbush Avenue to the Ryan Visitor Center (RVC) parking lot. Under this new traffic scheme, southbound vehicles on Flatbush Avenue would enter the RVC parking lot via the northern RVC driveway. Vehicles would also be able to exit the RVC parking lot via the southern RVC driveway. The Park will provide traffic & pedestrian circulation and striping plans. NYCDOT has already altered the pavement markings and signage on Flatbush Avenue to allow for these turning motions. In order to open this entrance for vehicular use minor site improvements are needed, including a circulation plan, striping, security mechanisms for the gates, historic gate repair, hardscape repair or repaving of surface, minor curb modifications, and landscaping. The improved site access will benefit the operation of the migrant facility as well as NPS operations and park visitors.





**#2 - Public Campground Improvements (\$2,000,000.):** Under the terms of the Lease, the Floyd Bennett Field public campground sites, which are adjacent to and across the street from, the Historic Hangar B Parking lot, will be used for administrative purposes such as providing a location for office trailers and equipment staging, which will impact the site. The Lessee will be responsible for campground improvements so that the facilities follow current [NPS Campground Design Guidelines](#),

The existing 30 public camping sites will be upgraded and the project will also clear and grub an additional 30 sites. Required improvements include adding signage, removal of hazardous and invasive trees and vegetation, installation of fire rings and picnic tables at each site, re-grading the access trail and building a new permanent restroom facility. Temporary trailers will be required to house additional restroom and shower facilities as well as a camp store.

**#3 - Construct outdoor education campus (\$2,500,000.):** This site is currently unimproved but is planned to be developed as a seven-acre outdoor education campus in partnership with Launch / Outward Bound Schools NYC. This entity currently holds a Letter of Intent for this purpose as well as for the adjacent Building 272, which they intend to rehabilitate for use as a charter high school under their program.

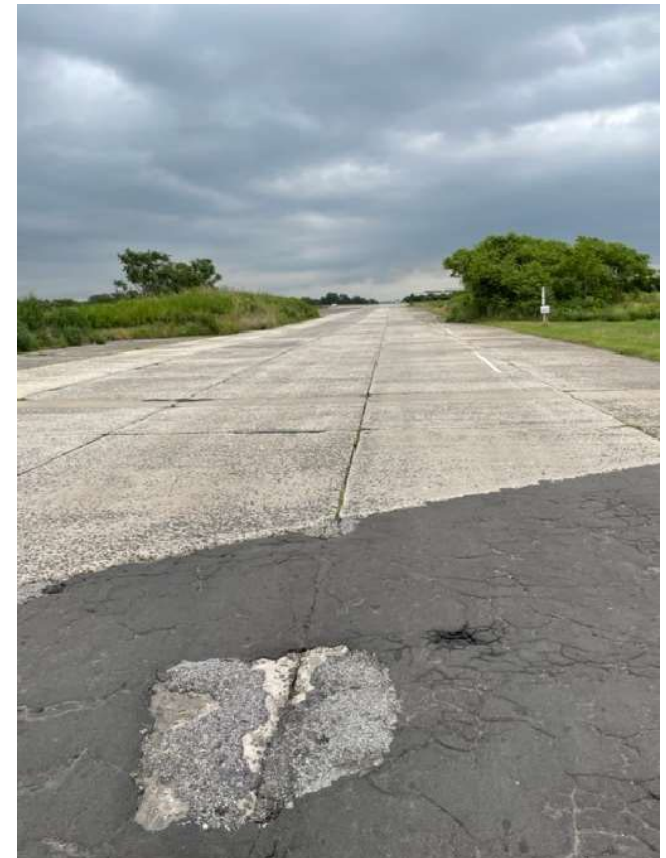
Unlike the building itself, the campus would serve not only their school but all NYC DOE schools as well as host public programming. The Lessee would be asked to develop portions of the campus according to existing conceptual designs. This includes garden plots, an outdoor skills course, a gathering pavilion, and parking. Actions to accomplish this would include site clearance of invasive plant material, construction of permeable walking trails, rehabilitation of the existing greenhouse, installation of new parking, and visitor amenities. This would need to proceed in coordination with the two park partners involved in this project, Launch and the Jamaica Bay-Rockaway Parks Conservancy. Responsibility for this coordination would remain with the NPS.



**#4 - Hangar B / Sea-Plane Ramp Parking Lot (\$3,000,000.):** This project provides site improvements to the, approximately 770,000 square foot, Historic, Hangar B parking lot and RV camping sites. Work includes the removal of a large debris pile adjacent to the site; removal of invasive trees and vegetation; planting native species around the periphery of the site; replacing fencing, jack mudding sunken slab sections and concrete patching. The project will also improve the twelve RV camping sites currently located in the lot, by providing electrical hookups and striping.



**#5 - Access routes (\$4,000,000.):** Floyd Bennett Field has over seven million square feet of historic roadways and runways, most of which are concrete, with some asphalt overlay. Repair will be required on approximately 12,000 lineal feet of main access routes to address impacts along the main entry and circulation route used for equipment delivery, administration, and migrant housing. Project will include native tree planting and landscaping. Immediate improvements will be needed to facilitate this use including correcting drainage issues where water is ponding on Runway road 15-33, parallel to Flatbush Avenue (photo below). Existing asphalt roadway will be milled and top coated. Existing concrete areas will be mud jacked and patched. The Lessee will be responsible for not only addressing any impacts that result from their use but for general improvements to these access routes for the benefit of the public.



**DSC Rough Order of Magnitude Estimates for DSC Operational Costs and Project Improvements**

<i>DSC Support Development Costs</i>	<i>\$10,294</i>
<i>Project Management - Facility Oversight</i>	<i>\$9,016</i>
<i>Contracting - Facility Oversight</i>	<i>\$14,030</i>
<i>Compliance - NRS (Total Cost for Improvement Project Support)</i>	<i>\$652,000</i>
<i>Compliance - 106 (Total Cost for Improvement Project Support)</i>	<i>\$82,100</i>
<i>Contracting - Compliance Contracting Support for Improvement Projects</i>	<i>\$11,170</i>
<i>Inspection - Facility Oversight</i>	<i>\$99,600</i>
<b>Total DSC Operational Cost (Inclusive of Contracted Support)</b>	<b>\$878,210</b>
<b>Improvement Projects Total (Gross Construction)</b>	<b>\$12,050,000</b>

**Assumptions:**

- NEPA assumes EA for improvement projects required; includes DSC and AE contracted costs Section 106 assumes no archeological survey required and EA required; includes DSC and AE contracted costs
- All costs except Improvement Projects Total are considered operational costs
- No design costs estimated; park to provide city with design manual for requirements
- No DSC PM or Contracting support required for construction of improvement projects; park to oversee Gross construction reflects net construction plus 18% for contingency and construction administration