

SUPPLEMENTAL AGREEMENT NO. 3
TO
LEASE NO. DACA51-5-77-127

Camp Edwards Army National Guard
(Joint Base Cape Cod)
Barnstable County, Massachusetts

THIS SUPPLEMENTAL AGREEMENT No. 3 made and entered into this
day of _____ 2022, to Lease Contract No. DACA51-
5-77-127 dated 1 July 1976 by and between the COMMONWEALTH OF
MASSACHUSETTS, whose address is Military Division, 2 Randolph Road,
Hanscom AFB, MA 01731, hereinafter called the "Lessor", and the UNITED
STATES OF AMERICA, hereinafter called the "Government".

WITNESSETH THAT:

WHEREAS, on 1 July 1976 the Lessor leased to the Government,
represented by the Department of the Army, certain lands in the towns of Bourne
and Sandwich, Massachusetts to be used for such military uses as the
Government may require, for a period through 30 September 1976 and from year
to year until 30 September 2026; and

WHEREAS, by Supplemental Agreement No. 1, dated 4 October 2001,
the Lease was amended to require that maintenance, management, operation
and administration of the leased premises be conducted in accordance with the
terms and conditions of the "Memorandum of Agreement between the
Commonwealth of Massachusetts and the United States Army and National
Guard Bureau," dated October 4, 2001 (the "Memorandum of Agreement"); and

WHEREAS, the Memorandum of Agreement and the Supplemental
Agreement No. 1 embodied the parties' agreement that a cooperative partnership
between the Commonwealth and the military for the management of the northern
15,000 acres of the Massachusetts Military Reservation is necessary in order to
ensure the permanent protection of the drinking water supply and wildlife habit,
and to ensure that military and other activities are compatible with protection of
the drinking water supply and the wildlife habitat; and

WHEREAS, pursuant to the terms of the Memorandum of Agreement, the
Governor filed legislation to codify the condition of the Memorandum of
Agreement, and such legislation has been enacted into law, in Chapter 47 of the
Acts of 2002; and

WHEREAS by Supplemental Agreement No. 2, dated 24 September
2003, the Lease was amended to extend the term of the lease from year to year
through 30 September 2051 inclusive and to add Paragraph 17 which provides

Supplemental Agreement No. 3
Lease No. DACA55-5-77-127

that if the Air Force needs to extend Permit No. DACA51-4-81-475 for a PAVE PAWS site beyond 30 September 2026, the Air Force will hold one or more public meetings and will consider any comments from the public and the Commonwealth of Massachusetts before an extension of the Permit is executed; and

WHEREAS, the Government wishes to extend the period of Lease No. DACA51-5-77-127, subject to all the terms and conditions of the Lease including those terms and conditions adopted in Supplemental Agreement Nos. 1 and 2, from year to year through 30 September 2099;

NOW, THEREFORE, the terms and conditions of Lease No. DACA51-5-77-127 are hereby amended in the following respects and these only:

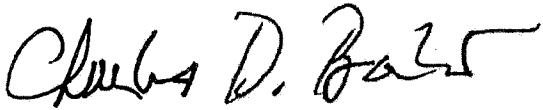
1. Paragraph 3 of said Lease is hereby modified to delete the words "30 September 2051 inclusive" and to insert in lieu thereof the words "30 September 2099 inclusive."

2. Except as modified by Supplemental Agreement No. 1, Supplemental Agreement No. 2, and this Supplemental Agreement No. 3, all other terms and conditions of said Lease No. DACA51-5-77-127 shall remain unchanged and in full force and effect.

(Signatures on following page)

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

THE COMMONWEALTH OF MASSACHUSETTS
Lessor

By: 

CHARLES D. BAKER
Governor

THE UNITED STATES OF AMERICA
Lessee

By: **HAMMETT.ANTHONY.SCOTT.1116575562** Digitally signed by
HAMMETT.ANTHONY.
SCOTT.1116575562
Date: 2022.10.13
14:12:15 -04'00'

ANTHONY HAMMETT
COL, GS
G-9, Army National Guard

By: **DAVI.MAUREEN.B.12969669** Digitally signed by
DAVI.MAUREEN.B.1296
966980
Date: 2022.10.14
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80

MAUREEN B. DAVI
Realty Specialist
Real Estate Contracting Officer

DEPARTMENT OF THE AIR FORCE
SUPPLEMENTAL AGREEMENT NO. 6
TO
LEASE NO. DACA51-5-75-293

THIS SUPPLEMENTAL AGREEMENT No. 6 made and entered into this 1st day of July, 2019, to Lease DACA51-5-75-293, dated 1 July 1974 by and between the COMMONWEALTH OF MASSACHUSETTS, whose address is Military Division, 2 Randolph Road, Hanscom AFB, Massachusetts 01731, hereafter called the "Lessor" and the UNITED STATES OF AMERICA, hereinafter called the "Government."

WITNESSETH THAT:

WHEREAS, by the Lease dated 1 July 1974, the Lessor leased to the Government approximately 19, 427.23 acres of land, more or less, together with certain improvements thereon, comprising seven (7) parcels in the County of Barnstable, Massachusetts, known as Parcel "A" (11,887 acres), Parcel "B" (6,431 acres), Parcel "C" (1,090 acres), Parcel "D" (6.54 acres), Parcel "E" (2.65 acres), Parcel "F" (7.92 acres – Drainage Easement), Parcel "G" (2.33 Safety Easement);

WHEREAS, the Lease was amended, effective 15 August 1975, to delete from Parcel "A" a total of 749.29 acres and all other terms and conditions remained in effect;

WHEREAS, the Lease was amended, effective 3 November 1975, to delete two parcels of land from Parcel "B" a total of 5.68 acres and all other terms and conditions remained in effect;

WHEREAS, the Lease was amended, effective 1 July 1976, to delete all parcels except Parcels E, F, G, H, I, and J; and to modify paragraphs 3, 4, and 7 with substitute language;

WHEREAS, the Lease was amended, effective 11 April 1995, to extend the Lease term from 30 September 2016 to 30 September 2026 and all other terms and condition remained in effect; and

WHEREAS, the Lease was amended, effective 24 September 2003, to extend the Lease term from 30 September 2026 to 30 September 2051 and allow for the reasonable inspection of the premises for environmental compliance.

WHEREAS, the Lessor and the Government now agree that property known as Unit K within Parcel H, approximately 150 acres, is suitable to return to the Commonwealth of Massachusetts;

WHEREAS, the Lessor and the Government also now agree that the property commonly referred to as the Fire Station within Parcel H, approximately 6.6 acres, is suitable to return to the Commonwealth of Massachusetts; and

WHEREAS, the Lessor and the Government desire to proceed with termination of the above mentioned leasehold interest of Unit K and the Fire Station.

NOW, THEREFORE, the terms and conditions of Lease No. DACA51-5-75-923 are hereby mutually amended in the following respects and these only:

1. That Parcel H description in Paragraph 2 is modified by deleting Unit K, more particularly described as:

Commencing at the northwest corner of the area 30ft south of the center of Hampton Road and 30 ft east of West Inner Road at Massachusetts State Plane Mainland (NAD 83) meters coordinate 824024.05 N, 279389.03 E

Thence running in a southeast direction along a line 30ft south of Hampton Road to a point (823701.87 N, 280087.81 E) 30ft west of General's Blvd.

Thence running in a southwest direction along a line 30ft west of General's Blvd to a point (822759.52 N, 279645.46 E) 30ft north of South Inner Road

Thence running in a northwest direction along a line 30ft north of South Inner Road to a point at 822940.88 N, 279257.35 E

Thence running in a northeast direction along the boundary of Parcel B as described in the lease between the Commonwealth of Massachusetts and the Department of the Army to a point at 823452.22 N, 279496.98 E

Thence running in a northwest direction along the boundary of Parcel B as described in the lease between the Commonwealth of Massachusetts and the Department of the Army to a point at 823598.58 N, 279187.47 E

Then running in a northeast direction along a line 30ft east of West Inner Road to the point of beginning

Having an area of 150.0 acres more or less

2. That Parcel H description in Paragraph 2 is modified by deleting the Fire Station, more particularly described as:

All tracts or parcels of land in the Town of Sandwich, County of Barnstable, Commonwealth of Massachusetts, being a portion of Otis Air National Guard Base, all bearings and coordinates given in NAD 83 Massachusetts State Plane, feet unless otherwise noted:

Beginning at a point north of Richardson Road on a fence corner of the airfield fence with coordinates of N 2701626.80 – E 920976.96 and running along the fence line in a southeasterly direction for approximately 200 feet to a fence corner at coordinate N 2701555.00 – E 921163.19;

Thence along the fence line in a northeasterly direction for approximately 20 feet to a fence corner at coordinate N 2701565.92 – E 921183.01;

Thence along the fence line in a northerly direction for approximately 220 feet to a fence corner at coordinate N 2701781.35 – E 921230.79;

Thence along the fence line in an easterly direction for approximately 290 feet to a fence corner at coordinate N 2701720.53 – E 921510.41;

Thence along the fence line in a southerly direction for approximately 200 feet to a fence corner at coordinate N 2701517.50 – E 921527.08;
Thence along the fence line in a westerly direction for approximately 70 feet to a fence corner at coordinate N 2701508.21 – E 921456.85;
Thence along the fence line in a southerly direction for approximately 180 feet to a fence corner at coordinate N 2701325.30 – E 921440.38;
Thence along the fence line in a southerly direction for approximately 260 feet to a fence corner at coordinate N 2701072.53 – E 921385.72;
Thence along the fence line in a westerly direction for approximately 360 feet to a fence corner at coordinate N 2701130.32 – E 921031.33;
Thence along the fence line in a northerly direction for approximately 80 feet to a fence corner at coordinate N 2701211.79 – E 921032.10;
Thence along the fence line in a northerly direction for approximately 70 feet to a fence corner at coordinate N 2701278.02 – E 921007.20;
Thence along the fence line in a westerly direction for approximately 160 feet to a fence corner at coordinate N 2701303.23 – E 920853.17;
Thence across Richardson Road in a northeasterly direction for approximately 350 feet to the point of beginning;
The area of the above-described Parcel contains 6.6 acres of land, more or less.

The property known as Unit K is graphically depicted as Exhibit A-1, attached to this Supplemental Agreement No 6. The property known as the Fire Station is graphically depicted as Exhibit A-2, attached to this Supplemental Agreement No 6.

Except as previously modified by Supplemental Agreements No 1, 2, 3, 4, 5 and this Supplemental Agreement No 6, all other terms and conditions of said Lease DACA51-5-75-293 shall remain unchanged and in full force and effect.

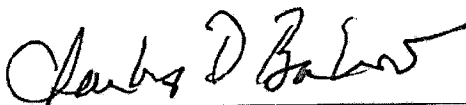
EXHIBITS:

A-1 – Unit K Map

A-2 – Fire Station Map

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

THE COMMONWEALTH OF MASSACHUSETTS
Lessor

By: 

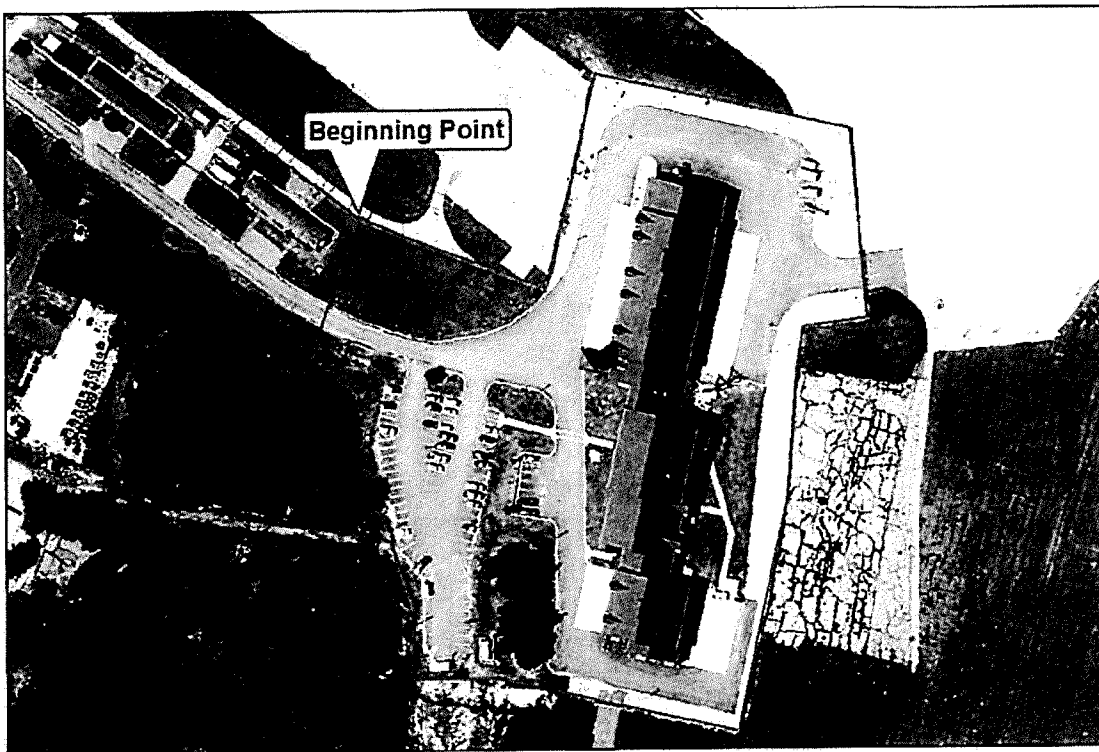
CHARLES BAKER
Governor

**THE UNITED STATES OF AMERICA, Acting by and
through its Secretary of the Air Force**

By: **WALTERSCHEID.DA** Digitally signed by
VID.K.1366713863 **WALTERSCHEID.DAVID.K.1366713863**
Date: 2020.04.09 10:38:51 -05'00'

DAVID K. WALTERSCHEID, GS-15, DAF
Chief, Real Property Management Division
Installations Directorate

EXHIBIT A-2
FIRE STATION MAP



SUPPLEMENTAL AGREEMENT NO. 5
TO
LEASE NO. DACA51-5-75-293

THIS SUPPLEMENTAL AGREEMENT No. 5 made and entered into this 24th day of September, 2003, to Lease Contract No. DACA51-5-75-293 dated 1 July 1974 by and between the COMMONWEALTH OF MASSACHUSETTS, whose address is Military Division, 50 Maple Street, Milford, Massachusetts 01757-3604, hereafter called the "Lessor," and the UNITED STATES OF AMERICA, hereinafter called the "Government."

WITNESSETH THAT:

WHEREAS, the Lessor believes that construction of new and replacement facilities on the leased property and the location of one or more new missions on the leased property would be in the best interests of the people of the Commonwealth, including those living in the communities surrounding the Massachusetts Military Reservation; and

WHEREAS, the Lessor and the Government have established a constructive and productive relationship concerning the management and remediation of the contamination of the leased property, which both parties are committed to preserving;

NOW, THEREFORE, the terms and conditions of Lease No. DACA51-5-75-293 are hereby mutually amended in the following respects and these only:

1. The date "30 September 2026" in the last clause of Paragraph 3 of said Lease is hereby deleted and the date "30 September 2051" is substituted in lieu thereof.
2. The following paragraph is inserted: "Lessor may enter the premises, upon reasonable notice, for the purpose of inspecting the premises for compliance with applicable environmental and safety laws. The Government may limit access to the premises, in accordance with instructions, directives, guidance, and policy of the Department of Defense, in order to protect DoD personnel, facilities, information, and other resources."

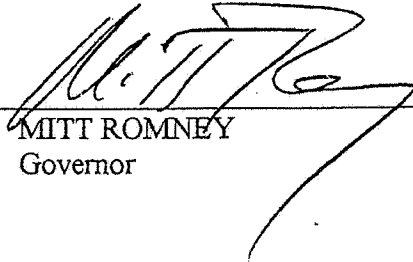
Except as modified by Supplemental Agreements Number 1, 2, 3, 4 and this Supplemental Agreement Number 5, all other terms and conditions of said Lease Number DACA51-5-75-293 shall remain unchanged and in full force and effect.

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

THE COMMONWEALTH OF MASSACHUSETTS

Lessor

By: _____

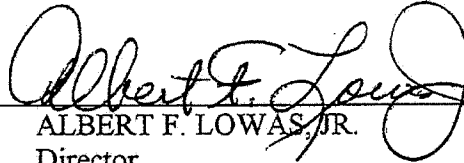


MITT ROMNEY
Governor

THE UNITED STATES OF AMERICA

Lessee

By: _____



ALBERT F. LOWAS, JR.
Director,
Air Force Real Property Agency

SUPPLEMENTAL AGREEMENT NO. 7
to
LEASE NO. DACA51-5-75-293
between
COMMONWEALTH OF MASSACHUSETTS, MA
and
DEPARTMENT OF THE AIR FORCE

WITNESSETH:

THIS SUPPLEMENTAL AGREEMENT No. 7 made and entered into this 18th day of July, 2022, to Lease DACA51-5-75-293, dated 1 July 1974 by and between the COMMONWEALTH OF MASSACHUSETTS, whose address is Military Division, 2 Randolph Road, Hanscom AFB, Massachusetts 01731, hereafter called the "Lessor" and the UNITED STATES OF AMERICA, hereinafter called the "Government."

WITNESSTH THAT:

WHEREAS, by the Lease dated 1 July 1974, the Lessor leased to the Government approximately 19,427.23 acres of land, more or less, together with certain improvements thereon, comprising seven (7) parcels in the County of Barnstable, Massachusetts, known as Parcel "A" (11,887 acres), Parcel "B" (6,431 acres), Parcel "C" (1,090 acres), Parcel "D" (6.54 acres), Parcel "E" (2.65 acres), Parcel "F" (7.92 acres -Drainage Easement), Parcel "G" (2.33 Safety Easement);

WHEREAS, the Lease was amended, effective 15 August 1975, to delete from Parcel "A" a total of 749.29 acres and all other terms and conditions remained in effect;

WHEREAS, the Lease was amended, effective 3 November 1975, to delete two parcels of land from Parcel "B" a total of 5.68 acres and all other terms and conditions remained in effect;

WHEREAS, the Lease was amended, effective 1 July 1976, to delete all parcels except Parcels E, F, G, H, I, and J; and to modify paragraphs 3, 4, and 7 with substitute language;

WHEREAS, the Lease was amended, effective 11 April 1995, to extend the Lease term from 30 September 2016 to 30 September 2026 and all other terms and condition remained in effect; and

WHEREAS, the Lease was amended, effective 24 September 2003, to extend the Lease term from 30 September 2026 to 30 September 2051 and allow for the reasonable inspection of the premises for environmental compliance.

WHEREAS, the Lease was amended, effective 1 July 2019, to return the fire station within Parcel H, approximately 6.6 acres and Unit K, approximately 150 acres to the Lessor (total recorded as 2053.89 acres); and

**SUPPLEMENTAL AGREEMENT NO. 7
to
LEASE NO. DACA51-5-75-293**

NOW, THEREFORE, the parties hereto, in consideration of mutual benefits to be derived hereunder, do hereby amend said Lease No. DACA33-3-06-107 in the following respects and in these respects only:

1. To extend the Lease term from 30 September 2051 to 30 September 2099 and all other terms and condition remained in effect.

All other terms and conditions of the aforesaid license are hereby ratified and, except as modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the State of Massachusetts for Air National Guard this 27 day of October, 2022.

STATE OF MASSACHUSETTS



CHARLES BAKER
Governor

SUPPLEMENTAL AGREEMENT NO. 7
to
LEASE NO. DACA51-5-75-293

THIS SUPPLEMENTAL AGREEMENT is also executed by The Government
under the authority of the Secretary of the Air Force this _____ day of
_____, 20__.

DEPARTMENT OF THE AIR FORCE

JUDITH H. TEPPERMAN, GS-15
Division Chief, Real Estate Management