

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/26/2016

Contract/Lease Control #: C16-2373-BCC

Bid #:

Contract/Lease Type: CONTRACT

Award To/Lessee: USAF

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/01/2015

Term: 02/28/2020

Description of Contract/Lease: EAST PASS DREDGING LICENSE

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office



DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 96TH TEST WING (AFMC)
EGLIN AIR FORCE BASE FLORIDA

3 February 2016

Barbara J. Brandt
96th Civil Engineer Group
Real Estate Management Office
501 DeLeon Street, Suite 100
Eglin AFB FL 32542-5133

Mindy Kovalsky
Okaloosa County Board of County Commissioners
Contracts and Grants
101 E. James Lee Blvd., Suite 104
Crestview, FL 32536

Dear Ms. Kovalsky

Enclosed is a fully executed **original** license for **your** records. Don't hesitate to contact Kelli Schwendt should you need further assistance at (850) 882-1350.

Sincerely

A handwritten signature in cursive script that reads "Barbara J. Brandt".

BARBARA J. BRANDT, GS-12, DAF
Real Property Accountable Officer

Attachment:
License USAF-AFMC-FTFA-15-2-0194

License No. USAF-AFMC-FTFA-15-2-0194

DEPARTMENT OF THE AIR FORCE

LICENSE

**TO
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS**

**TO USE PROPERTY LOCATED ON
EGLIN AIR FORCE BASE, FLORIDA**

**CONTRACT # C16-2373-BCC
USAF
EAST PASS DREDGING LICENSE
EXPIRES: 02/28/2020**

*Form Approved By
SAF/GCN: 20 January 2015
Previous Versions Obsolete*

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DEPARTMENT OF THE AIR FORCE

LICENSE

TO

OKALOOSA COUNTY

BOARD OF COUNTY COMMISSIONERS

TO USE PROPERTY LOCATED ON

EGLIN AIR FORCE BASE, FLORIDA

PREAMBLE

THE SECRETARY OF THE AIR FORCE, hereinafter referred to as "Grantor", acting under the authority of 10 U.S.C. § 8013, hereby grants to Okaloosa County Board of County Commissioners, Okaloosa County, Florida, hereinafter referred to as "Grantee", a License at will for land at Eglin Air Force Base, Florida, hereinafter referred to as "Installation," identified in EXHIBITS A and B, both attached hereto and made a part hereof, hereinafter referred to as the "Premises." Grantor and Grantee, when referred to together, are hereinafter referred to as the "Parties." For purposes of this License, Grantor includes the United States Government and the Department of the Air Force. The purpose of this License is to allow the Grantee to use 13.77 acres more or less of land to allow U.S. Army Corps of Engineers on behalf of the Grantee to conduct emergency dredging in the East Pass navigation channel due to erosion from hurricanes.

THIS LICENSE is granted subject to the following conditions.

BASIC TERMS

1. TERM

1.0. The term of this License shall be 5 years commencing 1 March 2015 ("Term Beginning Date") and ending 28 February 2020 ("Term Expiration Date"), unless sooner terminated by Grantor. The obligations of Grantee (excluding those of Condition 2), including those regarding remediation of environmental damage and removal of structures, facilities, and equipment installed by Grantee, shall remain in effect after the termination of this License unless otherwise agreed to by the Parties.

2. RENT

2.1. The consideration for this license will be the protection, care and maintenance of the Premises.

2.2. The use, operation, and occupation of the Premises pursuant to this License shall be without cost or expense to the Department of the Air Force.

3. CORRESPONDENCE

3.0. All correspondence to be sent and notices to be given pursuant to this License shall be addressed, if to Grantor, to 96 CEG/CEIAP, 501 DeLeon Street, Suite 100, Eglin Air Force Base, Florida 32542-5133, and, if to Grantee, to Okaloosa County Board of Commissioners, 1759 South Ferdon Blvd., Crestview, Florida 32536, or as may from time to time otherwise be directed by the Parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited, postage prepaid, and postmarked in a post office regularly maintained by the United States Postal Service or any recognized delivery service.

4. USE OF THE PREMISES

4.1. The use, operation, and occupation of the Premises are subject to the general supervision and control of the Installation Commander or his duly authorized representative, hereinafter referred to as "said officer."

4.2. In accepting the rights, privileges, and obligations established hereunder, Grantee recognizes that the Installation serves the national defense and that Grantor will not permit the Grantee to interfere with the Installation's military mission. This Installation is an operating military Installation which is closed to the public and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. § 797 and of 18 U.S.C. § 1382. Access to the Installation is subject to the control of its Commanding Officer and is governed by such regulations and orders as have been lawfully promulgated or approved by the Secretary of Defense or by any designated military commander. Any access granted to Grantee, its officers, employees, contractors of any tier, agents, and invitees is

subject to such regulations and orders. This License is subject to all regulations and orders currently promulgated or which may be promulgated by lawful authority as well as all other conditions contained in this License. Violation of any such regulations, orders, or conditions may result in the termination of this License. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit, as well as requirements for background investigations, including those for security clearances, of those entering. Grantee is responsible for the actions of its officers, employees, contractors of any tier, agents, and invitees while on the Installation and acting under this License.

4.3. In the event all or any portion of the Premises shall be needed by the United States or in the event the presence of Grantee's property shall be considered detrimental to governmental activities, Grantee shall, from time to time and at Grantee's expense, upon notice to do so, and as often as so notified, remove or relocate its property to such other location or locations on the Premises (or substitute land of Grantor which shall then become part of the Premises) as may be designated by said officer, and in the event Grantee's property shall not be removed or relocated within thirty (30) days after any aforesaid notice, the Installation Commander may cause the same to be done at the expense of the Grantee.

5. DEFAULT, REMEDIES, AND TERMINATION

5.0. This License may be terminated at will by the Grantor and such termination shall not create any liability on the part of Grantor for Grantee's costs, anticipated profits or fees, and costs of construction, installation, maintenance, upgrade, and removal of facilities, or any other costs, profits, or fees, and any such costs and anticipated profits or fees will not be recoverable from Grantor.

OPERATION OF THE PREMISES

6. EASEMENTS AND RIGHTS OF WAY

6.0. This License is subject to all outstanding easements, rights-of-way, leases, permits, licenses, and uses for any purpose with respect to the Premises. Grantor shall have the right to grant additional easements, rights-of-way, leases, permits, and licenses, and make additional uses with respect to the Premises with due regard for this License.

7. CONDITION OF PREMISES

7.0. Grantee has inspected and knows the condition of the Premises. The Premises are granted in an "as is, where is" condition without any warranty, representation, or obligation on the part of Grantor to make any alterations, repairs, improvements, or corrections to defects whether patent or latent. At such times and for such part of the Premises as said officer may determine, the Parties will sign a Physical Condition Report (**Exhibit C**) to reflect the condition of the Premises prior to the Premises being disturbed

by the activities of Grantee. Such Report shall be used to indicate the condition of the Premises prior to their being disturbed in order to compare them with the Premises subsequent to the activities of Grantee to ensure Grantee has returned the Premises to the condition required by this License.

8. MAINTENANCE OF THE PREMISES

8.0. Regarding the Grantee's use of the Premises and its property on the Premises, Grantee shall, at all times, protect, repair, and maintain the Premises in good order and condition at its own expense and without cost or expense to Grantor. Grantee shall exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft, weather, or other causes related to Grantee's activities. Any property on the Premises damaged or destroyed by Grantee incident to the exercise of the rights and privileges herein granted shall be promptly repaired or replaced by Grantee to the satisfaction of said officer.

9. TAXES

9.0. Grantee Payment of Taxes. The Grantee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the term of this License may be imposed on the Grantee or the Premises.

10. INSURANCE

10.1. Risk of Loss. The Grantee shall, in any event and without prejudice to any other rights of the Government, bear all risk of loss or damage or destruction to the Premises, including any buildings, improvements, fixtures, or other property thereon, arising from any causes whatsoever, with or without fault by the Government; provided, however, the Government shall not be relieved of responsibility for loss or damage that is solely the result of the gross negligence or willful misconduct of the Government to the extent such loss or damage is not covered by coverage of insurance required under this License.

10.2. License Insurance Coverage. During the entire period this License shall be in effect, the Grantee, at no expense to the Government, will carry and maintain, and as appropriate, require any contractor performing work on the Premises to carry and maintain, the following at no expense to the Government, the following insurance coverages:

10.2.1. Property insurance coverage against loss or damage by open perils or its equivalent, including fire, in an amount not less than One Hundred Percent (100%) of the full replacement cost of the buildings, building improvements, improvements to the land, fixtures, and personal property on the Premises. The policies of insurance carried in accordance with this Condition shall contain a "Replacement Cost Endorsement." Such full replacement cost shall be determined from time to time, upon the written request of the Government or the Grantee, but not more frequently than once in any twenty-four

(24) consecutive calendar month period (except in the event of substantial changes or alterations to the Premises undertaken by the Grantee as permitted under the provisions of the License).

10.2.1.1. If the Premises are located in an area that is prone to suffer property loss and damage from earthquake, flood, windstorm, or rainstorm, a special risks or perils endorsement from a commercial insurer or from a State or Federal program, in such amounts and with such limitations and retentions satisfactory to the Government.

10.2.2. Commercial general liability insurance, on an occurrence basis, insuring against claims for bodily injury, death and property damage, occurring upon, in or about the Premises, including any building thereon and sidewalks, streets, passageways and interior space used to access the Premises. Such insurance must be effective at all times throughout the License Term, with limits of not less than single limit minimum coverage of \$5 million each occurrence and \$10 million aggregate, and include coverage for fire, legal liability, and medical payments. This coverage may be provided under primary liability and umbrella excess liability policies,

10.2.2.1. An ISO business auto policy or its equivalent, covering bodily injury, death and property damage arising from covered auto Symbol 1 ("any auto") or its equivalent, with limits of at least \$5 million each occurrence. All liability policies shall be primary and non-contributory to any insurance maintained by the Government.

10.2.3. If there is an airport operator on the Premises, airport operator's liability insurance, including, but not limited to, insurance against contractual liability assumed under this License by the Grantee, with respect to claims or causes of action arising in connection with use of the Premises and improvements thereon as an airfield or airport, affording protection with limits of liability of \$100 million.

10.2.4. If and to the extent required by law, Workers' compensation or similar insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against the Government or the Grantee, in form and amounts required by law (statutory limits), and employers' liability, with limits of \$5 million each coverage and policy limit.

10.3. General Requirements. All insurance required by this License shall be: (i) effected under valid and enforceable policies, in such forms and amounts required under this License; (ii) underwritten by insurers authorized to underwrite insurance in the State where the Premises are located, and must have a rating of at least B+ by the most recent edition of *Best's Key Rating Guide*; (iii) provide that no reduction in amount or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by the Government of written notice thereof; (iv) provide that any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon ten (10) days' written notice to the Government; (v) provide that the insurer shall have no right of subrogation against the Government; and (vi) be reasonably satisfactory to the Government in all other respects. The Government shall appear in all policies as

USAF, 501 Deleon Street, Suite 100, Eglin AFB, FL 32542. In no circumstance will the Grantee be entitled to assign to any third party rights of action that the Grantee may have against the Government. The Grantee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by the Grantee or contractor under this License will constitute a failure to comply with the terms of the License, and the Government shall have the right to terminate the License upon receipt of any such cancellation notice, but only if the Grantee fails to cure such noncompliance to the extent allowed.

10.4. Commercial general liability and business auto liability insurance required pursuant to this agreement shall be maintained for the limits specified, and shall provide coverage for the mutual benefit of the Grantee and the Government as an additional insured with equal standing with the named insured for purposes of submitting claims directly with the insurer. Property policies will provide for the Government as a loss payee to the same coverage as the named insured.

10.5. Evidence of Insurance. The Grantee shall deliver or cause to be delivered upon execution of this License (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this License), at the Government's option, a certified copy of each policy of insurance required by this License, or a certificate of insurance evidencing the insurance and conditions relating thereto required by this License, in a form acceptable to the Government, and including such endorsements necessary.

10.6. Damage or Destruction of Premises. In the event all or part of the Premises is damaged (except *de minimis* damage) or destroyed, the Grantee shall promptly give notice thereof to the Government and the Parties shall proceed as follows:

10.6.1. In the event that the Government in consultation with the Grantee determines that the magnitude of damage is so extensive that the Premises cannot be used by the Grantee for its operations and the repairs, rebuilding, or replacement of the Premises cannot reasonably be expected to be substantially completed within three (3) months of the occurrence of the casualty ("Extensive Damage or Destruction of Premises"), either Party may terminate this License as provided herein. If this License is terminated, any insurance proceeds received as a result of any casualty loss to the Premises shall be applied to the restoration of the Premises prior to being afforded to the Grantee.

10.6.2. In the event that the Government in consultation with the Grantee shall determine that Extensive Damage or Destruction of the Premises has not occurred, neither Party shall have the right to terminate this License. The Grantee shall, as soon as reasonably practicable after the casualty, restore the Premises as nearly as possible to the condition that existed immediately prior to such loss or damage. Any insurance proceeds received as a result of any casualty loss to the Premises shall be applied first to restoring the damaged area and removing any related debris to the reasonable satisfaction of the Government and second, to repairing, rebuilding, and/or replacing the Premises to the

reasonable satisfaction of the Government.

10.6.3. Notwithstanding any other provision of this License, the Grantee may, with the prior consent of the Government, self-insure any risk for which insurance coverage is required under this License; provided, however, that if the Grantee's statutory limits of liability or other impediments to the assumption of liability are less than the limits of insurance required in this License, the Grantee shall obtain commercial coverage which is sufficient in amount and nature to satisfy the insurance requirements of this License when added to any such self-insurance. In order to obtain the consent of the Government to self-insure, the Grantee shall provide the Government with a writing setting forth the limitations and impediments, if any, to which the Grantee's self-insurance is subject, the Grantee's source of funds to pay any claim from any risk for which insurance is required under this License, and any other information which the Government may require to assess the Grantee's request. If commercial insurance is required for any purpose, the total amount of commercial insurance and self-insurance shall meet the dollar limitations provided in this License.

11. ALTERATIONS

11.0. No additions to or alterations of the Premises shall be made without the prior written approval of said officer.

12. COSTS OF UTILITIES/SERVICES

12.0. Regarding the Grantee's use of the Premises and its property on the Premises, Grantee is responsible for all utilities, janitorial services, building maintenance, and grounds maintenance for the Premises without cost to the Department of the Air Force.

13. RESTORATION

13.0. On or before (or, in the case of abandonment, after) the date of expiration of this License or its termination by the Grantor, Grantee shall vacate the Premises, remove its property therefrom, and restore the Premises to its original condition without expense to the United States. Such restoration shall include, if applicable, removal of contamination caused by Grantee.

CHANGES IN OWNERSHIP OR CONTROL

14. TRANSFER, ASSIGNMENT, SUBLETS, OR DISPOSAL

14.0. Grantee shall not transfer, permit, license, assign, lease, or dispose of in any way, including, but not limited to, voluntary or involuntary sale, merger, consolidation, receivership, or other means (all referred to in this Condition 14 as "transfer"), this License or any interest therein or any property on the Premises, or otherwise create any interest therein.

15. LIENS AND MORTGAGES

15.0. Grantee shall not engage in any financing or other transaction creating any mortgage upon the Premises, place or suffer to be placed upon the Premises any lien or other encumbrance, or suffer any levy or attachment to be made on Grantee's interest in the Premises under this License. On the date of the execution or filing of record of any such mortgage, encumbrance, or lien, regardless of whether or when it is foreclosed or otherwise enforced, this License shall terminate without further action by Grantor.

ENVIRONMENT

16. ENVIRONMENTAL COMPLIANCE

16.1. In its activities under this License, Grantee shall comply with all applicable environmental requirements and in particular those requirements concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste. Responsibility for compliance with such requirements rests exclusively with Grantee, including liability for any fines, penalties, or other similar enforcement costs.

16.2. The Grantee shall comply with the Eglin Air Force Base spill prevention control and countermeasure plan and hazardous materials/wastes plan, or in the alternative, its own such plans for operations on the Premises, provided the plans have been approved by the appropriate regulatory authorities and are acceptable to the Commander.

17. ASBESTOS-CONTAINING MATERIALS AND LEAD-BASED PAINT

17.1. Asbestos-Containing Materials (ACM). The Grantee is warned that the Leased Premises may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and/or below the ground, that may contain ACM. The Government is not responsible for any handling, removal or containment of asbestos or ACM, or to the extent consistent with applicable law, for any liability related thereto.

17.2. Lead-Based Paint (LBP). The Grantee recognizes and acknowledges that LBP materials may be present on exterior and interior surfaces of facilities within the Premises or in the soil. The Grantee will be responsible at its sole cost and expense for the management, maintenance, removal and disposal of all LBP either located in or attributable to the Premises Improvements. Removal and disposal of LBP must be carried out in compliance with all Applicable Laws.

18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT

18.1. Grantee, at its expense, shall comply with all applicable laws on occupational safety and health, the handling and storage of hazardous materials, and the proper

handling and disposal of hazardous wastes and hazardous substances generated by its activities. Responsibility for the costs of proper handling and disposal of hazardous wastes and hazardous substances discovered on the Premises is governed by applicable law. The terms hazardous materials, hazardous wastes, and hazardous substances are as defined in the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Solid Waste Disposal Act, the Clean Air Act, and the Toxic Substances Control Act, and their implementing regulations, as they have been or may be amended from time to time.

18.2. Any unexploded ordnance, as that term is defined in Title 10, United States Code, discovered on the Premises by Grantee is the responsibility of Grantor and will not be disturbed by Grantee but, upon discovery, shall be immediately reported to said officer.

19. HISTORIC PRESERVATION

19.0. Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the Premises, Grantee shall cease its activities at the site and immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Grantee.

20. INSTALLATION RESTORATION PROGRAM (IRP)

20.1. IRP Records. On or before the Term Beginning Date, the Government shall provide the Grantee access to the IRP records applicable to the Premises, if any, and thereafter shall provide to the Grantee a copy of any amendments to or restatements of the IRP records affecting the Premises. If the Installation has been listed on the National Priorities List (NPL) at the time this License is granted, or is listed subsequent to the granting of this License, the Air Force will provide the Grantee with a copy of any Federal Facility Agreement (FFA) that is entered into between the Air Force and the U.S. Environmental Protection Agency (USEPA), along with any amendments to the FFA when they become effective. Should any conflict arise between the terms of the FFA as it may be amended and the provisions of this License, the terms of the FFA shall govern.

20.2. No Liability for Interference. The Grantee expressly acknowledges that it fully understands the potential for some or all of the response actions to be undertaken with respect to the IRP may impact the Grantee's quiet use and enjoyment of the Premises. The Grantee agrees that notwithstanding any other provision of this License, the Government shall have no liability to the Grantee should implementation of the IRP or other hazardous waste cleanup requirements, whether imposed by law, regulatory agencies, or the Government or the Department of Defense, interfere with the Grantee's use of the Premises. The Grantee shall have no claim or cause of action against the United States, or any officer, agent, employee, contractor, or subcontractor thereof, on account of any such interference, whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the IRP or under this

License or otherwise.

20.3. Government Right of Entry. The Government and its officers, agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to the Grantee, to enter upon the Premises for the purposes enumerated in this Condition.

20.3.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, test pitting, testing soil borings, and other activities related to the IRP;

20.3.2. To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;

20.3.3. To conduct any test or survey related to the implementation of the IRP or environmental conditions at the Premises or to verify any data submitted to the United States Environmental Protection Agency (EPA) or the State environmental department by the Government relating to such conditions; and

20.3.4. To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. Any investigations and surveys, drilling, test pitting, test soil borings, and other activities undertaken pursuant to this Subparagraph 20.3.4 shall be conducted in a manner that is as inconspicuous as practicable. Any monitoring wells, pumping wells, and treatment facilities required pursuant to this Paragraph 20.3.4 shall be designed and installed to be as inconspicuous as practicable. The Government shall attempt to minimize any interference with the Grantee's quiet use and enjoyment of the Premises arising as the result of such wells and treatment facilities. The Government shall, subject to the availability of appropriations therefor, repair any damage caused by its exercise of the rights in this Paragraph.

20.4. Response or Remedial Actions. The Grantee agrees to comply with the provisions of any health or safety plan in effect under the IRP or any hazardous substance remediation or response agreement with environmental regulatory authorities during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Grantee. The Grantee or its invitees shall have no claim arising from such entries against the Government or any of its officers, agents, employees, contractors, or subcontractors. In addition, the Grantee shall comply with all applicable Federal, state, and local occupational safety and health regulations.

20.5. Alterations and Environmental Cleanup. The Grantee further agrees that it shall deliver to the Government prior written notice accompanied by a detailed written description of all proposals for any Alterations (as defined in Condition 12) that may impede or impair any activities under the IRP, or the FFA if applicable, or are to be undertaken in certain areas of the Premises identified as "Areas of Special Notice" on

Exhibit D to this License. These Areas of Special Notice consist of either "Operable Units" (as defined in the National Contingency Plan) or other areas of concern because of the potential for environmental contamination and include buffer areas as shown on **Exhibit D**. The notice and accompanying written description of such proposals shall be provided to the Government sixty (60) days in advance of the commencement of any such Alterations. In addition, Alterations shall not commence until Grantee has complied with the provisions of Condition 12. The detailed written description must include the effect such planned work may have on site soil and groundwater conditions and the cleanup efforts contemplated under the IRP and the FFA, if applicable. Notwithstanding the preceding three sentences, the Grantee shall be under no obligation to provide advance written notice of any Alterations that will be undertaken totally within any structure located on the Premises, provided that such work will not impede or impair any activities under the IRP or the FFA, if applicable. However, any work below the floor of any such structure within any Area of Special Notice that will involve excavating in and/or disturbing concrete flooring, soil and/or groundwater, or will impede or impair any activities under the IRP or the FFA, if applicable, will be subject to the sixty (60) day notice requirement imposed by this Condition 20.5.

21. ENVIRONMENTAL BASELINE SURVEY/ CONDITION OF PROPERTY

21.0. An Environmental Baseline Survey (EBS) or EBS waiver for the Premises dated 28 Jan 2015 has been delivered to the Grantee and is attached as **Exhibit E** hereto. If provided, the EBS sets forth those environmental conditions and matters on and affecting the Premises on the Term Beginning Date as determined from the records and analyses reflected therein. The EBS is not, and shall not constitute, a representation or warranty on the part of the Government regarding the environmental or physical condition of the Premises, and the Government shall have no liability in connection with the accuracy or completeness thereof. In this regard the Grantee acknowledges and agrees that the Grantee has relied, and shall rely, entirely on its own investigation of the Premises in determining whether to enter into this License. A separate EBS for the Premises shall be prepared by the Government, after the expiration or earlier termination of this License ("Final EBS"). Such Final EBS shall document the environmental conditions and matters on and affecting the Premises on the Term Expiration Date as determined from the records and analyses reflected therein. The Final EBS will be used by the Government to determine whether the Grantee has fulfilled its obligations to maintain and restore the Premises under this License including, without limitation, Paragraphs 13 and 16.

GENERAL PROVISIONS

22. GENERAL PROVISIONS (AIR FORCE PROPERTY)

22.0. Any interference with the use of or damage to property under control of the Department of the Air Force, incident to the exercise of the rights and privileges herein

granted shall be promptly corrected by Grantee to the satisfaction of said officer. If Grantee fails to promptly repair or replace any such property after being notified to do so by said officer, said officer may repair or replace such property and Grantee shall be liable for the costs of such repair or replacement.

23. SPECIAL PROVISIONS

23.0. RESERVED.

24. RIGHTS NOT IMPAIRED

24.1. Rights Not Impaired. Nothing contained in this License shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Government over the Premises relating to the security or mission of the Installation, the health, welfare, safety, or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.

24.2. Installation Access. The Grantee acknowledges that it understands that the Installation is an operating military Installation that could remain closed to the public and accepts that the Grantee's operations may from time to time be restricted temporarily or permanently due to the needs of national defense. Access on the Installation may also be restricted due to inclement weather and natural disasters. The Grantee further acknowledges that the Government strictly enforces Federal laws and Air Force regulations concerning controlled substances (drugs) and that personnel, vehicles, supplies, and equipment entering the Installation are subject to search and seizure under 18 U.S.C. § 1382. The Government will use reasonable diligence in permitting the Grantee access to the Premises at all times, subject to the provisions of this paragraph. Notwithstanding the foregoing, the Grantee agrees the Government will not be responsible for lost time or costs incurred due to interference, delays in entry, temporary loss of access, barring of individual employees from the base under Federal laws authorizing such actions, limitation, or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to, or unavailable at, their work stations, or delay arrival of parts and supplies. The Government retains the right to refuse access to the Premises by the Grantee Parties. The Grantee, its assignees, employees, and invitees fully agree to abide with all access restrictions imposed by the Government in the interest of national defense.

24.3. Permanent Removal and Barment. Notwithstanding anything contained in this License to the contrary, the Government has the right at all times to order the permanent removal and barment of anyone from the Installation, including but not limited to Grantee's officers, employees, contractors of any tier, agents, and invitees, if it believes, in its sole discretion, that the continued presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation, or compromises good order and/or discipline on the Installation.

24.4. No Diminishment of Rights. Except as provided in Paragraph 24.1, nothing in this License shall be construed to diminish, limit, or restrict any right of the Grantee under this License.

25. COMPLIANCE WITH APPLICABLE LAWS

25.0. Grantee shall comply with all applicable Federal, state, interstate, and local laws, regulations, and requirements. This may include the need for Grantee to obtain permits to engage in its activity. Grantor is not responsible for obtaining permits for Grantee nor for allowing Grantee to use permits obtained by Grantor.

26. AVAILABILITY OF FUNDS

26.0. The obligations of Grantor under this License shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this License.

27. CONGRESSIONAL REPORTING

27.0. This License is not subject to 10 U.S.C. § 2662.

28. AMENDMENTS

28.0. This License may only be modified or amended by the written agreement of the Parties, duly signed by their authorized representatives.

29. GENERAL INDEMNIFICATION

29.1. Grantor shall not be responsible for damage to property or injuries to persons which may arise from, or be attributable or incident to, the condition or state of repair of the Premises, due to its use and occupation by Grantee. Grantee agrees that it assumes all risks of loss or damage to property and injury or death to persons, whether to its officers, employees, contractors of any tier, agents, invitees, or others, by reason of or incident to Grantee's use of the Premises, and its activities conducted under this License. Grantee shall, at its expense, pay any settlements of or judgments on claims arising out of its use of the Premises.

29.2. Grantee shall indemnify and hold Grantor harmless against any and all judgments, expenses, taxes, liabilities, claims, and charges of whatever kind or nature that may arise as a result of the activities of Grantee under this License, whether tortious, contractual, or other, except to the extent such damage is the result of gross negligence or willful misconduct on the part of the Grantor.

30. ENTIRE AGREEMENT

30.0. It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Premises by the Grantee,

and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth herein.

31. CONDITION AND PARAGRAPH HEADINGS

31.0. The headings contained in this License, its Attachments, and Exhibits are to facilitate reference only and shall not in any way affect the construction or interpretation hereof.

32. STATUTORY AND REGULATORY REFERENCES

32.0. Any reference to a statute or regulation in this License shall be interpreted as being a reference to the statute or regulation as it has been or may be amended from time to time.

33. PRIOR AGREEMENTS

33.0. This License supersedes all prior agreements, if any, to the Grantee for the Premises, but does not terminate any obligations of the Grantee under such prior Licenses that may by their terms survive the termination or expiration of those Licenses, except to the extent such obligations are inconsistent with this License.

34. EXHIBITS

34.0. Five exhibits are attached to and made a part of this License, as follows:

Exhibit A – MAP OF PREMISES

Exhibit B – DESCRIPTION OF PREMISES


Exhibit C – PHYSICAL CONDITION REPORT

Exhibit D – AREAS OF SPECIAL NOTICE

Exhibit E – ENVIRONMENTAL BASELINE SURVEY/ENVIRONMENTAL
CONDITION OF THE PROPERTY

IN WITNESS whereof, I have hereunto set my hand by authority of the Secretary
of the Air Force, this 28 day of January, 2016.

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

BY: 
CHRISTOPHER P. AZZANO
Brigadier General, USAF
Commander, 96th Test Wing

License No. USAF-AFMC-FTFA-15-2-0194

This License is also executed by Grantee this 19th day of Aug 2015.

BY:

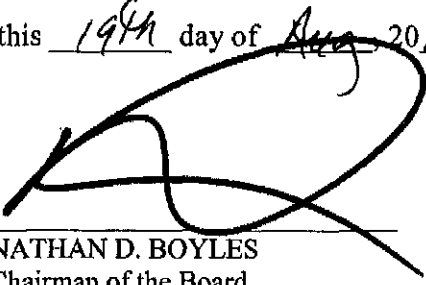

NATHAN D. BOYLES
Chairman of the Board
Board of County Commissioners, Okaloosa
County



EXHIBIT A—MAP OF PREMISES

The map attached as this Exhibit A show the Premises.

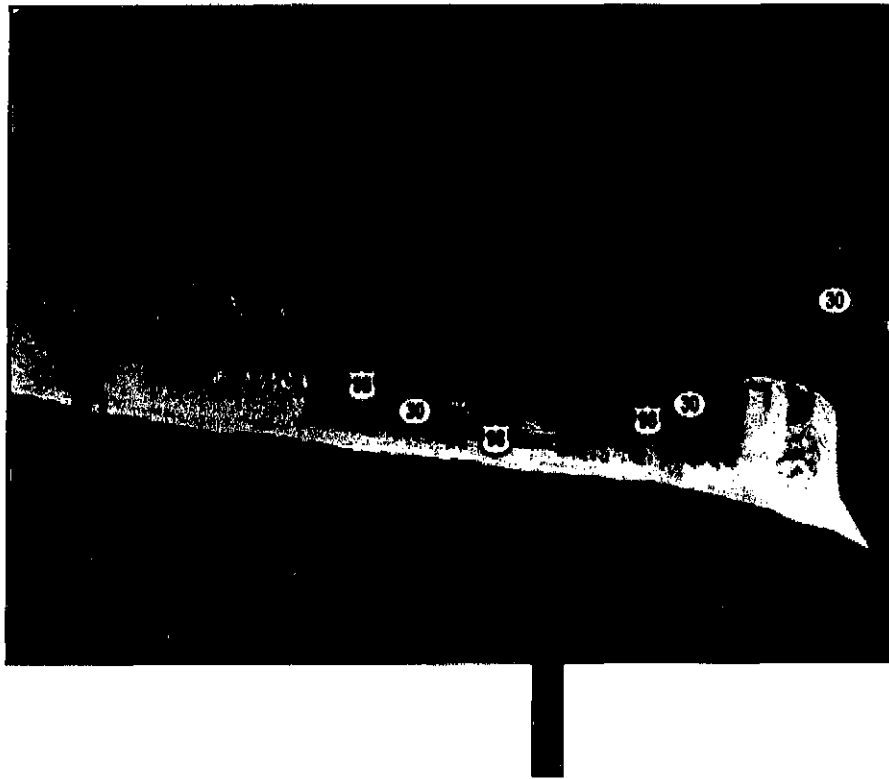


EXHIBIT B—DESCRIPTION OF PREMISES

The property consists of +/- 13.77 acres of land owned by Eglin Air Force Base.
Property is located on Okaloosa Island, Eglin Air Force Base, Okaloosa County, Florida.

EXHIBIT C—PHYSICAL CONDITION REPORT

DEPARTMENT OF THE AIR FORCE
USE OF PROPERTY ON EGLIN AIR FORCE BASE, FLORIDA
PHYSICAL CONDITION REPORT (PCR)

Date of Report:

Instrument Type & No: License: USAF-AFMC-FTFA-15-2-0194

Instrument Start Date: 1 Mar 2015

Activity: Okaloosa County ~ East Pass Dredging

Total Area for New Instrument: +/- 13.77 Acres

DESCRIPTION, LOCATION, AND CONDITION OF PROPERTY:

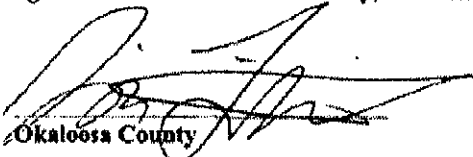
The property consists of +/- 13.77 acres of land owned by Eglin Air Force Base. Property is located on Okaloosa Island, Eglin Air Force Base, Okaloosa County, Florida.

Said land/property is in excellent /good/ fair / poor condition.
Said building(s) is in excellent/good/fair/poor condition. N/A

Remarks:

JOINT AGREEMENT ON CONDITION OF PROPERTY

We, the undersigned, surveyed and inspected the condition of the property identified above. We agree that as of the date of survey, the condition of said property is as described herein.


Okaloosa County



David Branscome
Realty Specialist, Eglin AFB

EXHIBIT D—AREAS OF SPECIAL NOTICE

Emergency dredging must be coordinated through Eglin Natural Resources. Proponent (Okaloosa County and Army Corp of Engineers) will be responsible for all consultations/permits required through the USFWS/NMFS for emergency dredging operations and must provide copies to Eglin Natural Resources. Deposit areas of dredged material will need to be coordinated through Eglin Natural Resources. POC: Jeremy Preston, 96 CEG/CEIEA, (850) 883-1153 or Kelly Knight, 96 CEG/CEIEA, (850) 883-1154.

CATEX 7 and 19 provided that: An EBS or EBS Waiver may be required.

Due to changing environmental conditions and/or regulations, the assigned Categorical Exclusion for this proposed action will expire 5 years from 4 Aug 2014. If proposed action is not implemented within 4 Aug 2019, a new AF Form 813 must be submitted.

Grantee is required to obtain an approved AF IMT 103, Base Civil Engineering Work Clearance Request (also known as a Dig Permit), prior to performing any digging or ground disturbing activities on Eglin AFB. Please contact the Civil Engineering Customer Service Desk at (850) 882-8347.

Grantee is required to obtain an approved AF Form 332, Base Civil Engineering Work Request, prior to performing work on Eglin AFB. Please contact the Civil Engineering Customer Service Desk at (850) 882-8347.

Grantee is required to contact the Eglin Joint Test & Training Operations Control Center at (850) 882-5800 and obtain a Z Number prior to entering Eglin ranges.

A UXO survey/study is required and must be conducted by active duty EOD or UXO qualified personnel prior to any ground intrusive activity on property known or suspected to contain Munitions and Explosives of Concern (MEC), UXO or Discarded Military Munitions (DMM). Contact 96 TW/SEU (Range Safety), Ronald Cofer, (850) 882-7347 and 96 TW/SEG (Ground Safety), Tommy Salter, (850) 882-7385.

**EXHIBIT E—ENVIRONMENTAL BASELINE SURVEY/ENVIRONMENTAL CONDITION OF
THE PREMISES**

Supplemental Environmental Baseline Survey for the License Renewal for Okaloosa
County Board of Commissioners, RCS 14-281, Dated 28 January 2015



DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 96TH TEST WING (AFMC)
EGLIN AIR FORCE BASE FLORIDA

28 Jan 15

MEMORANDUM FOR 96 CEG/CEAR

FROM: 96 CEG/CEIEA

SUBJECT: Supplemental Environmental Baseline Survey for the License Renewal for Okaloosa County Board of Commissioners, RCS 14-281

1. Please find attached a certified Supplemental Environmental Baseline Survey (EBS) for Okaloosa County Board of Commissioners to renew their license to utilize the property on Santa Rosa Island near the Eglin Beach Club to dispose of Eglin Destin Pass from dredging operations as part of mutually beneficial beach enrichment. Headquarters requires that EBS documents be recertified if the certification signature date of the original EBS exceeds six months.
2. The Supplemental EBS was certified by 96 CEG/CEIEA on 28 January 2015. If you have any questions or need additional information, please contact April Lawrence, 96 CEG/CEIEA at 882-3016, or zekiye.lawrence@us.af.mil.


THOMAS L. CHAVERS, GS-13
Chief, Environmental Assets Section

Attachment:
Supplemental EBS

SUPPLEMENTAL ENVIRONMENTAL BASELINE SURVEY
Grant of Easement for Okaloosa County Board of Commissioners License Renewal
RCS 14-281

CERTIFICATION

The 96 CEG/CEIAP proposes to grant a license which allows Army Corp of Engineers on behalf of the Okaloosa County Board Commissioners to conduct emergency dredging in the East Pass navigation channel due to erosion from hurricanes. The operation is seen as mutually beneficial as the dredging is of clean white beach quality sand and it replaces sand lost to storms. The dredged sand is pumped and piped along the beach front for up to 6000' from the pass and allowed to accumulate at the USAF beach club area. The most recent Environmental Baseline Survey (EBS) on file that captures the current property conditions is RCS 10-216 (Eglin-Destin Pass Dredging Operations). The described property use meets the conditions identified in paragraph 2.2.1 of the Air Force Instruction 32-7066, 25 April 1994 to qualify as Category 1, which means there were no release or disposal of hazardous or petroleum substance has occurred. The information contained within is based on records made available and to the best of knowledge is correct and current.

An EBS is the formal process by which the USAF documents any known contamination, the extent of the contamination and nature on any contamination on real property under USAF control. Property to be transferred, sold, purchased or easements to USAF property are to be examined in accordance with Air Force Instruction 32-7066, Environmental Baseline Surveys in Real Estate Transactions, 25 April 1994, ASTM E 1527-05 and ASTM E 1528-06. 96 CEG/CEIEA has conducted an initial record review, personnel interviews, and a site inspection and determined that there are no potential sources of contamination.

CERTIFIED BY: April Lawrence DATE: 28 Jan 15
April Lawrence, GS-12
Environmental Engineer

APPROVED BY: Thomas L. Chavers DATE: 28 Jan 15
THOMAS L. CHAVERS, GS-13
Chief, Environmental Assets

ENVIRONMENTAL CONDITIONS REPORT

**Grant of Easement for Okaloosa County Board of Commissioners License Renewal
RCS 14-281**

Site Visit Report

Site visited on January 22, 2015 by April Lawrence and Wendell Thompson, 96 CEG/CEIEA. The area is beach sand, dunes and natural and artificially maintained beach. The island is crossed by US 98 and a bridge over the pass joining to Destin. The USAF maintains the area as test area A1 for use as a beach assault training area. The area has wetlands, a US Coast Guard station and the city of Destin on the east side of the pass. The area is popular with vacationing families and tourists. The wetlands are protected as they harbor threatened or endangered species. The proposed use is not in or through the protected wetlands.

The 96 CEG/CEIEA has reviewed all appropriate records made available, and conducted visual site inspection of the area captured in the recent EBS (RCS 10-216 Eglin-Destin Pass Dredging Operations), June 2010.

Observations revealed no visible evidence of any stained soil, contamination, or suspected contamination. There was no evidence of hazardous substances being used, stored, recycled, or released in the vicinity other than what was captured in the aforementioned EBS.

Interviews and Records Reviews

96 CEG/CEIEC (Mr. Steve Kauffman, 29 Jul 14) No comments or concerns.

96 CEG/CEIEA (Ms. Kelly Knight, 25 Jul 14) Emergency dredging must be coordinated through Eglin Natural Resources. Proponent (Okaloosa County and Army Corp of Engineers) will be responsible for all consultations/permits required through the USFWS/NMFS for emergency dredging operations and must provide copies to Eglin Natural Resources. Deposit areas of dredged material will need to be coordinated through Jeremy Preston, 883-1153 or Kelly Knight, 882-8433.

96 TW/SEG (Mr. Bradley Bies, 31 Jul 14) No comments or concerns.

96 CEG/CEIEC (Mr. Timothy Langley, 25 Jul 14) No comments or concerns.

96 CEG/CEIEC (Mr. Russell Brown, 29 Jul 14) No comments or concerns.

96 CEG/CEIEC (Mr. Dale Whittington, 24 Jul 14) No comments or concerns.

96 CEG/CEIEA (Ms. Lynn Shreve, 4 Aug 14) No comments or concerns.

96 CEG/CEIER (Mr. Leon Johnson, 25 Jul 14) No comments or concerns.

Site Map/Aerial Photos:

100' wide assessment area extending west from the permanent easement to 6,000' west of the job. Required to accommodate the 24" pipeline and support equipment for the transfer of feed to the pipeline from the Federal navigation channel at East Pass.



EXHIBIT A

