

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/27/2022

Contract/Lease Control #: C22-3214-TDD

Procurement#: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: EGLIN AIR FORCE BASE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/12/2022

Expiration Date: 06/11/2027

Description of: CONCRETE STORAGE SITE

Department: TDD

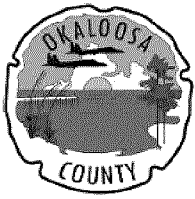
Department Monitor: ADAMS

Monitor's Telephone #: 850-609-5394

Monitor's FAX # or E-mail: [JADAMS@MYOKALOOSA.COM](mailto:JADAMS@MYOKALOOSA.COM)

Closed:

Cc: BCC RECORDS



## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** August 2, 2022  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Jennifer Adams  
**SUBJECT:** Artificial Reef Storage USAF Location USAF-AFMC-FTFA-17-2-0145  
License Holdover Letter  
**DEPARTMENT:** Tourist Development Department  
**BCC DISTRICT:** All

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**STATEMENT OF ISSUE:** Request authorization for Chairman to sign acknowledgement of terms for License #USAF-AFMC-FTFA-17-2-0145 related to concrete storage for reef projects off Roberts Road, Fort Walton Beach on Eglin property for the period from license expiration date of 11 June 2022 until the date on which the new license is fully executed.

**BACKGROUND:** License #USAF-AFMC-FTFA-17-2-0145 providing for land access to store concrete material in support of the Concrete-to-Reef (C2R) Partnership Initiative on Eglin AFB property west of Roberts Road in Fort Walton Beach expired June 11, 2022. The letter included in this Agenda Request will allow for the extension of the license expiration date until the new license is executed. USAF staff indicate the new license is in final coordination and will be executed very soon. There is no cost to this license. This will be the first renewal and there will be no changes to the current license. The renewal will last for a five-year period.

The C2R partnership initiative is a relationship between Okaloosa County and Eglin AFB. Eglin AFB donates used concrete material to the County at no cost to be deployed and create artificial reefs. It is necessary to store these materials in a central, accessible location until enough material has accumulated to justify deployment. To date, four reef sites have been created as a result of the C2R partnership initiative with approximately 2,300 tons of donated material. The next C2R project is set to be deployed in the coming 30 days. These donated materials represent a significant cost savings to the County as well as Eglin AFB.

This license is not considered a contract requiring a TDC recommendation.

**FUNDING SOURCE, (If Applicable):**

N/A

**OPTIONS:** Approve, Deny, or Postpone

**RECOMMENDATION:** Authorize Chairman to sign acknowledgement of terms for License #USAF-AFMC-FTFA-17-2-0145 related to concrete storage for reef projects off Roberts Road, Fort Walton Beach on Eglin property for the period from license expiration date of 11 June 2022 until the date on which the new license is fully executed.

*Jennifer Adams*  
Jennifer Adams, Tourism Development Department Director 7/26/2022

**RECOMMENDED BY:**

  
John Hofstad, County Administrator 7/26/2022

**APPROVED BY:**



**CONTRACT #: C22-3214-TDD**  
**EGLIN AIR FORCE BASE**  
**PECONCRETE STORAGE SITE**  
**EXPIRES: 06/11/2027**

**DEPARTMENT OF THE AIR FORCE**

**LICENSE**

**TO OKALOOSA COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**

**TO USE PROPERTY LOCATED ON**

**EGLIN AIR FORCE BASE, FLORIDA**

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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 “Government”, acting under the authority of 10 U.S.C. § 9013, hereby issues to Okaloosa County Board of County Commissioners, a corporation or business entity organized and doing business under the laws of the State of Florida, hereinafter referred to as “Licensee”, a license (“License”) at will for approximately 5 acres at Eglin Air Force Base (AFB) for storing concrete material in support of the Concrete-to-Reef Partnership Initiative, 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.” The Government and the Licensee, when referred to together, are hereinafter referred to as the “Parties.”

**THIS LICENSE** is issued subject to the following conditions.

#### BASIC TERMS

##### 1. TERM

**1.1.** The term of this License shall be 5 years commencing 12 Jun 2022 (“Commencement Date”) and ending 11 Jun 2027 (“Expiration Date”), unless sooner terminated by Government. The obligations of Licensee (excluding those of Section 2), including those regarding remediation of environmental damage and removal of structures, facilities, and equipment installed by Licensee, shall continue beyond the expiration or earlier termination of this License unless otherwise agreed to by the Parties.

##### 2. LICENSE FEE

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

**2.1.** The use, operation, and occupation of the Premises pursuant to this License shall be without cost or expense to the Government.

### **3. CORRESPONDENCE**

**3.1.** Any notices pursuant to this License shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) email, in each case addressed as follows:

**If to the Government:**

Department of the Air Force  
96 CEG/CEIAP  
501 DeLeon Street, Suite 100  
Eglin AFB FL 32542-5133

**If to the Licensee:**

Okaloosa County Board of County Commissioners  
1250 N. Eglin Parkway  
Shalimar FL 32579

Each notice shall be deemed to have been given either (1) at the time of personal delivery, (2) if sent by expedited delivery service, as of the date of first attempted delivery at the address and in the manner provided herein, (3) if sent by United States Mail, five business days (weekdays, excluding federal holidays) after the date such notice is deposited in the United States Mail or (4) if sent by email transmission, as of the date of the email transmission if an original of such notice is also sent to the intended addressee by means described in clauses (a), (b), or (c) above. Either Party, by written notice to the others in the manner herein provided, may designate (A) an address different from that set forth in this License and (B) an additional address.

### **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 Government.

**4.2. Government Right of Access and Inspection.** Government shall have the right to enter the Premises at any time and shall have the right to reasonably inspect the Premises and Licensee's property placed thereon.

**4.3.** In accepting the privileges and obligations established hereunder, Licensee recognizes that the Installation serves the national defense and that Government will not permit the Licensee 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 the Installation Commander and is governed by such regulations and orders. Any access granted to Licensee, its officers, employees, partners, members, contractors of any tier, agents, invitees, others who may be on the Premises at their invitation, or assignees ("Licensee Parties")



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. Licensee is responsible for the actions of Licensee Parties while on the Installation.

**4.4.** In the event all or any portion of the Premises shall be needed by the Government or in the event the presence of Licensee's property shall be considered detrimental to governmental activities, Licensee shall, from time to time and at Licensee's expense, upon notice to do so, remove or relocate its property to such other location or locations on the Premises (or substitute land of Government which shall then become part of the Premises) as may be designated by the Government in writing and by amendment to this License. In the event Licensee's property shall not be removed or relocated within thirty (30) days after any such notice, or such shorter time as may be designated in the notice as necessary under the circumstances, the Government may remove or relocate the Licensee's property at the expense of the Licensee.

## **5. DEFAULT, REMEDIES, AND TERMINATION**

**5.1.** This License may be terminated at will by the Government and such termination shall not create any liability on the part of Government for any reason, including, without limitation, Licensee'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 Government.

## **OPERATION OF THE PREMISES**

### **6. EASEMENTS AND RIGHTS OF WAY**

**6.1.** This License is subject to all outstanding easements, rights of way, leases, permits, licenses, and uses for any purpose with respect to the Premises. The Government 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**

**7.1.** The Licensee 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 the Government to make any alterations, repairs, improvements, or corrections to defects whether patent or latent. The Parties have signed a Physical Condition Report ("PCR"), attached hereto as Exhibit C, to document the condition of the Premises prior to use and occupancy of the Premises by the Licensee.

## 8. MAINTENANCE OF THE PREMISES

**8.1.** The Licensee 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 the Government. The Licensee shall exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft, weather, or other causes related to the Licensee's activities on the Premises. Any property on the Premises damaged or destroyed by the Licensee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Licensee to the satisfaction of the Government.

## 9. TAXES

**9.1. Payment of Taxes.** The Licensee 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 Licensee or the Premises.

## 10. INSURANCE

**10.1. Risk of Loss.** The Licensee 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, if such loss or damage is not covered by insurance required under this License 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.

**10.2. License Insurance Coverage.** During the entire period this License is in effect, the Licensee, 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, 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 Section shall contain a "Replacement Cost Endorsement." Such full replacement cost shall be determined from time to time, upon the written request of the Government, 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 Licensee 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 \$1 million each occurrence 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 \$1 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 Licensee, 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 Licensee, in form and amounts required by law (statutory limits), and employers’ liability, with limits of \$1 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 **Department of the Air Force, 96 CEG/CEIAP, 501 DeLeon St., Ste. 100, Eglin AFB FL 32542**. In no circumstance will the Licensee be entitled to assign to any third party rights of action that the Licensee may have against the Government. The Licensee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by the Licensee 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 Licensee 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 Licensee 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 Licensee 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 Licensee 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 Licensee determines that the magnitude of damage is so extensive that the Premises cannot be used by the Licensee 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 Licensee.

**10.6.2.** In the event that the Government, in consultation with the Licensee, shall determine that Extensive Damage or Destruction of the Premises has not occurred, neither Party shall have the right to terminate this License. The Licensee 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 Licensee 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 Licensee'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 Licensee 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 Licensee shall provide the Government with a writing setting forth the limitations and impediments, if any, to which the Licensee's self-insurance is subject, the Licensee'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 Licensee'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**

**11.1.** No additions to or alterations of the Premises (“Alterations”) shall be made without the prior written approval of the Government.

## **12. COSTS OF UTILITIES/SERVICES**

**12.1.** Regarding the Licensee’s use of the Premises and its property on the Premises, the Licensee is responsible for all utilities, janitorial services, building maintenance, and grounds maintenance for the Premises without cost to the Government.

## **13. RESTORATION**

**13.1.** Upon the expiration or earlier termination of this License, the Licensee shall vacate the Premises, remove its property therefrom, and restore the Premises to its original condition, as documented by the PCR, subject to reasonable wear and tear, without expense to the United States. Such restoration shall include, if applicable, removal of environmental contamination caused by or attributable to Licensee and replacement of removed soils with clean fill in accordance with Applicable Laws (defined in Section 25.1 below). In the event Licensee fails to restore or commence restoration of the Premises as required under this Section 13.1 within thirty (30) days after the expiration or earlier termination of this License, the Government may remove Licensee’s property and restore the Premises at the expense of the Licensee.

## **CHANGES IN OWNERSHIP OR CONTROL**

### **14. TRANSFER, ASSIGNMENT, SUBLETS, OR DISPOSAL**

**14.1.** Licensee 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 Section 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**

**15.1.** The Licensee 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 the Licensee's interest in the Premises under this License. This License shall terminate without further action or notice by the Government on the date of the execution, attachment or filing of record of any such mortgage, lien, encumbrance, levy, or attachment, regardless of whether or when it is foreclosed or otherwise enforced.

## ENVIRONMENT

### 16. ENVIRONMENTAL COMPLIANCE

**16.1.** The general rule is that a Licensee is prohibited by 10 U.S.C. § 2692 from storing, using or disposing of non-DOD owned toxic or hazardous materials on Air Force owned Installations. If an exception to this statutory prohibition exists as an exemption from 10 U.S.C. § 2692 or within guidance provided by AFI 32-9003, the Licensee shall abide by all applicable installation management plans and permit requirements governing the proper storage and use of all hazardous materials. Further, the Licensee is responsible for complying with all installation plans and permit requirements governing the proper recycling or transport and disposal of hazardous waste. Responsibility for compliance with such requirements rests exclusively with licensee, including liability for any fines, penalties, or other similar enforcement costs.

**16.2.** In its activities under this License, Licensee 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 Licensee, including liability for any fines, penalties, or other similar enforcement costs.

**16.3.** The Licensee shall comply with the Eglin AFB 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 Government.

### 17. ASBESTOS-CONTAINING MATERIALS AND LEAD-BASED PAINT

**17.1. Asbestos-Containing Materials (ACM).** The Licensee is hereby notified that the Premises may contain existing 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 Licensee is hereby notified that LBP materials may be present on exterior and interior surfaces of facilities within the Premises or in the soil. The Licensee 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 or any improvements located thereon, necessary or required in connection with the use and occupancy of the Premises. Removal and disposal of LBP must be carried out in compliance with all Applicable Laws (defined below).

### 18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT

**18.1.** Licensee, 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 Licensee is the responsibility of Government and will not be disturbed by Licensee but, upon discovery, shall be immediately reported to the Government.

## **19. HISTORIC PRESERVATION**

**19.1.** Licensee 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, as defined in the National Historic Preservation Act, 54 U.S.C. § 300101; Archaeological and Historic Preservation Act, 54 U.S.C. § 312501; Archaeological Resource Protection Act, 16 U.S.C. § 470a; Antiquities Act, 54 U.S.C. § 320301; and Native American Graves Protection and Repatriation Act, 25 U.S.C. § 3001. In the event such items are discovered on the Premises, Licensee shall cease its activities at the site and immediately notify the Government and protect the site and the material from further disturbance until the Government gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Licensee.

## **20. INSTALLATION RESTORATION PROGRAM (IRP)**

**20.1. IRP Records.** On or before the Commencement Date, the Government shall provide the Licensee access to Administrative Record and Information Repository applicable to the Premises, if any, and thereafter shall provide to the Licensee a copy of any amendments to or restatements of Administrative Record documents 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 Licensee 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 Licensee expressly acknowledges that it fully understands the potential for some or all of the IRP response actions to be undertaken with respect to the IRP may impact the Licensee's use of the Premises. The Licensee agrees that notwithstanding any other provision of this License, the Government shall have no liability to the Licensee should implementation of the IRP or other environmental cleanup requirements, whether imposed by law, regulatory agencies, or the Government or the Department of Defense, interfere with the Licensee's use of the Premises. The Licensee 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 Licensee, to enter upon the Premises for the following purposes:

**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 Section 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 Section 20.3.4 shall be designed and installed to be as inconspicuous as practicable. The Government shall attempt to minimize any interference with the Licensee'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 Section.

**20.4. Response or Remedial Actions.** The Licensee 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 response or remedial actions described in Section 20. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Licensee. The Licensee 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 Licensee shall comply with all Applicable Laws.

**20.5. Alterations and Environmental Cleanup.** The Licensee 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 Section 11) 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, 40 C.F.R. Part 300) 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 Licensee has complied with the provisions of Section 11. 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. For the avoidance of doubt, 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 also be subject to the sixty (60) day notice requirement imposed by this Section 20.5.

## **21. ENVIRONMENTAL BASELINE SURVEY/ CONDITION OF PROPERTY**

**21.1.** An Environmental Baseline Survey (EBS) or EBS waiver for the Premises dated 26 October 2021 has been delivered to the Licensee 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 Commencement 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 Licensee acknowledges and agrees that the Licensee 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 Expiration Date as determined from the records and analyses reflected therein. The Final EBS will be used by the Government to determine whether the Licensee has fulfilled its obligations to maintain and restore the Premises under this License including, without limitation, Sections 13 and 16.

## **GENERAL PROVISIONS**

### **22. GENERAL PROVISIONS (AIR FORCE PROPERTY)**

**22.1.** Any interference with the use of or damage to property under control of the Government, incident to the exercise of the privileges herein granted shall be promptly corrected by Licensee to the satisfaction of the Government. If Licensee fails to promptly repair or replace any such property after being notified to do so by the Government, the Government may repair or replace such property and Licensee shall be liable for the costs of such repair or replacement.

### **23. SPECIAL PROVISIONS**

**23.1. EBS.** A Waiver of Environmental Baseline Survey, RCS 21-310, dated 26 Oct 2021 was completed on this area and addresses the pertinent environmental issues. The Grantee for this action is responsible for implementing all applicable management requirements identified in the above-referenced waiver and additional documents at Exhibit E.

**23.2. CATEX.** Due to changing environmental conditions and/or regulations, the assigned Categorical Exclusion (CATEX 19) for this proposed action will expire 22 Jul 2026; 5 years

from the date that this AF Form 813 was signed. If proposed action is not implemented within 5 years (22 Jul 2026), a new AF Form 813 must be submitted. An EBS or Waiver may be required.

**23.3. Environmental Management.** During the existence of the applicable real estate instrument, if personnel from Eglin Environmental Branch observe evidence that the Grantee has acted outside its legally-described limits and/or adversely affected the environment the Grantee will be held responsible to implement any corrective actions as determined by Eglin Environmental Branch. These corrective actions are in addition to any punitive actions also required by regulators.

**23.4. Natural Resources/Gopher Tortoise.** A gopher tortoise survey is required no more than 30 days prior to placement of concrete debris. If tortoise burrows are found to conflict with the proposed project site, and cannot be avoided, the tortoise(s) must be relocated. The proponent is responsible for funding wildlife related efforts (i.e. surveys, habitat protection, monitoring, or reports) required by law. Proponent must obtain their own qualified contractor (authorized gopher tortoise agent) and execute according to FWC gopher tortoise permitting guidelines. Proponent must provide gopher tortoise survey results and any tortoise relocation must be coordinated through Eglin Natural Resources. POC: Mr. Jeremy Preston, 96 CEG/CEIEA, (850) 883-1155, or Mr. Rodney Felix, 96 CEG/CEIEA, (850) 883-1153.

**23.5. Coastal Zone Management.** In accordance with the Coastal Zone Management Act (CZMA), determination of the consistency of the proposed action with the Florida Coastal Management Program must be reviewed by the Florida Department of Environmental Protection (FDEP). Proponent must prepare a negative CZMA determination in coordination with Eglin Natural Resources and then coordinate consultation with the State Clearinghouse for review of proposed action. POC: Mr. Rodney Felix, 96 CEG/CEIEA, (850) 883-1153.

**23.6. Cultural Resources.** There are no cultural resources concerns with this project. However, if unexpected discoveries, such as Native American graves or lost historic cemeteries are encountered, guidelines set forth in Chapter 872, Florida Statute (Florida's Unmarked Burial Law) must be followed. If human remains or archaeological materials are encountered during construction, work should cease immediately and the area secured. Contact the Eglin AFB Cultural Resources office within 24 hours: Ms. Catherine Nolan, catherine.nolan.3@us.af.mil, Mr. Alex DeCaro, alexander.decaro@us.af.mil, Ms. Jessica Higley, jessica.higley.1@us.af.mil.

**23.7. Hazardous Materials.** Reviewed current license. Provided same requirements apply and all hazardous materials to be used, including those used by contract activities, are approved, documented, and tracked in the installation hazardous materials management program (POC: Mr. Tom Prier, 96 CEG/CEIEC, thomas.prier@us.af.mil, (850) 882-5929), no issues.

**23.8. Environmental Compliance.** Only approved for concrete rubble, no asphalt or other construction materials. Ensure appropriate best management practices (silt fences, hay bales, sod, etc.) are used to eliminate soil erosion and sedimentation caused by storm water runoff. Please contact Mr. Tim Langley, 96 CEG/CEIEC, (850) 882-7658, (850) 699-9149.

**23.9. Work Clearance/ Work Request.** 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. 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.

**23.10. Range Control.** 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.

**23.11. Burns.** When conducting any land clearing operations on Eglin, all vegetative debris must be disposed of in one of the following methods: mulching and spreading on site, hauling to a landfill, or burning using an air curtain incinerator. If burning with an air curtain incinerator, all Florida laws must be adhered to and Eglin's Natural Resources Section, Fire Management Element at (850) 882-6233 must be notified each day that burning is being conducted.

**23.12. Relocation.** 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 United States may cause the same to be done at the expense of the Grantee.

## **24. GOVERNMENT RIGHTS NOT IMPAIRED**

**24.1. General.** 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 Licensee acknowledges that it understands that the Installation is an operating military Installation that could remain closed to the public and accepts that the Licensee'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 Licensee 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 pursuant to applicable laws and regulations. The Government will use reasonable diligence in permitting the Licensee access to the Premises at all times, subject to the provisions of this Section. Notwithstanding the foregoing, the Licensee 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 Licensee. The Licensee and Licensee Parties 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, pursuant to applicable laws and regulations, security laws and regulations, and installation commander authority, 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 Licensee or Licensee Parties, 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 Privileges.** Except as provided in Section 24.1, nothing in this License shall be construed to diminish, limit, or restrict any privilege of the Licensee under this License.

## **25. COMPLIANCE WITH APPLICABLE LAWS**

**25.1.** Licensee shall comply with all applicable Federal, state, interstate, and local laws, regulations, instructions, directives, requirements, and policy memorandums (“Applicable Laws”). This may include the need for Licensee to obtain permits to engage in its activity. Government is not responsible for obtaining permits for Licensee. Licensee is not authorized to use permits obtained by Government for any Licensee activities.

**25.2 Compliance with Executive Order (EO) No. 13658.** Compliance with Executive Order (EO) No. 13658. The parties expressly stipulate this License is subject to Executive Order 13658 and the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order. Thereby, “Appendix A of 29 CFR Part 10-Contract Clause” is incorporated by reference herein.

## **26. AVAILABILITY OF FUNDS**

**26.1.** The obligations of Government under this License shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this License.

## **27. CONGRESSIONAL REPORTING**

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

## **28. AMENDMENTS**

**28.1.** 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.** Government 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 Licensee. Licensee agrees that it assumes all risks of loss or damage to property and injury or death to persons, whether to Licensee Parties or others, by reason of or incident to Licensee's use of the Premises, and its activities conducted under this License. Licensee shall, at its expense, pay any settlements of or judgments on claims arising out of its use of the Premises.

**29.2.** Licensee shall indemnify and hold Government 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 Licensee 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 Government.

## **30. ENTIRE AGREEMENT**

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

## **31. SECTION HEADINGS**

**31.1.** 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**

**32.1.** 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**

**33.1.** This License supersedes all prior agreements, if any, to the Licensee for the Premises, but does not terminate any obligations of the Licensee 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. In the event that any prior license or other agreement between the Parties, or their predecessors in interest, for the use and occupancy of the Premises has expired prior to the execution of this License, the Parties acknowledge that the Licensee, either directly or through its predecessors in interest, has had continuous use and occupancy of the Premises pursuant to the prior agreement since the expiration of the prior agreement.

### **34. EXHIBITS**

**34.1.** 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 (“PCR”)

EXHIBIT D — AREAS OF SPECIAL NOTICE

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

**[Signatures on Following Pages]**

IN WITNESS whereof, I have herunto set my hand by authority of the Secretary of the Air Force, this 11 day of July, 20 22

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

TEPPERMAN, JUDI  
Digitally signed by  
TEPPERMAN, JUDI  
TH.HYMAN.125189  
261891946  
Date: 2022.07.11 16:36:03 -0500

JUDITH H. TEPPERMAN, GS-15, DAF  
Chief, Real Property Management Division  
Installations Directorate

This License is also executed by Licensee this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Okaloosa County  
Board of County Commissioners

  
CAROLYN KETCHEL  
Chairman

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Carolyn Ketchel, Chairman, OK BOCC,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Name typed, printed or stamped



## EXHIBIT A

### MAP OF PREMISES

Approximately 5 acres off Roberts Road, Fort Walton Beach, Florida on Eglin AFB property for storing concrete material in support of the Concrete-to-Reef Partnership Initiative



## **EXHIBIT B**

### **DESCRIPTION OF PREMISES**

A parcel of approximately 5 acres on Eglin AFB property directly west of Roberts Road in Fort Walton Beach, Florida. Licensed parcel is the area inside of the wood/wire fence for storing concrete material in support of the Concrete-to-Reef Partnership Initiative

EXHIBIT C

PHYSICAL CONDITION REPORT (“PCR”)

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

**Date of Report:** 13 August 2021

**Instrument Type & No:** License – Instrument #: USAF-AFMC-FTFA-21-2-0417 replaces Instrument # USAF-AFMC-FTFA-17-2-0145

**Instrument Start Date:** 12 June 2022

**Activity:** Okaloosa County – 5 Acres Concrete Storage

**Total Area for New Instrument:** +/- 5 acres west of Roberts Rd, Fort Walton Beach, FL

**DESCRIPTION, LOCATION, AND CONDITION OF PROPERTY:**

License grants Okaloosa County use of a 5.5 acre parcel to store concrete materials between collection around Eglin and the county and deployment into next artificial reef project. Project may involve improvements to the fence around the area. It also involves use of Roberts Rd from Lewis Turner Blvd to access the site.

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

**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.

  
\_\_\_\_\_  
Alex Fogg  
Okaloosa County

  
\_\_\_\_\_  
Julie Farrand  
Realty Specialist, Eglin AFB

## EXHIBIT D

### AREAS OF SPECIAL NOTICE

A Waiver of Environmental Baseline Survey, RCS 21-310, dated 26 Oct 2021 was completed on this area and addresses the pertinent environmental issues. The Grantee for this action is responsible for implementing all applicable management requirements identified in the above-referenced waiver and additional documents at Exhibit E.

Due to changing environmental conditions and/or regulations, the assigned Categorical Exclusion (CATEX 19) for this proposed action will expire 22 Jul 2026; 5 years from the date that this AF Form 813 was signed. If proposed action is not implemented within 5 years (22 Jul 2026), a new AF Form 813 must be submitted. An EBS or Waiver may be required.

During the existence of the applicable real estate instrument, if personnel from Eglin Environmental Branch observe evidence that the Grantee has acted outside its legally-described limits and/or adversely affected the environment the Grantee will be held responsible to implement any corrective actions as determined by Eglin Environmental Branch. These corrective actions are in addition to any punitive actions also required by regulators.

A gopher tortoise survey is required no more than 30 days prior to placement of concrete debris. If tortoise burrows are found to conflict with the proposed project site, and cannot be avoided, the tortoise(s) must be relocated. The proponent is responsible for funding wildlife related efforts (i.e. surveys, habitat protection, monitoring, or reports) required by law. Proponent must obtain their own qualified contractor (authorized gopher tortoise agent) and execute according to FWC gopher tortoise permitting guidelines. Proponent must provide gopher tortoise survey results and any tortoise relocation must be coordinated through Eglin Natural Resources. POC: Mr. Jeremy Preston, 96 CEG/CEIEA, (850) 883-1155, or Mr. Rodney Felix, 96 CEG/CEIEA, (850) 883-1153.

In accordance with the Coastal Zone Management Act (CZMA), determination of the consistency of the proposed action with the Florida Coastal Management Program must be reviewed by the Florida Department of Environmental Protection (FDEP). Proponent must prepare a negative CZMA determination in coordination with Eglin Natural Resources and then coordinate consultation with the State Clearinghouse for review of proposed action. POC: Mr. Rodney Felix, 96 CEG/CEIEA, (850) 883-1153.

There are no cultural resources concerns with this project. However, if unexpected discoveries, such as Native American graves or lost historic cemeteries are encountered, guidelines set forth in Chapter 872, Florida Statute (Florida's Unmarked Burial Law) must be followed. If human remains or archaeological materials are encountered during construction, work should cease immediately and the area secured. Contact the Eglin AFB Cultural Resources office within 24 hours: Ms. Catherine Nolan, catherine.nolan.3@us.af.mil, Mr. Alex DeCaro, alexander.decaro@us.af.mil, Ms. Jessica Higley, jessica.higley.1@us.af.mil.

Reviewed current license. Provided same requirements apply and all hazardous materials to be used, including those used by contract activities, are approved, documented, and tracked in the

installation hazardous materials management program (POC: Mr. Tom Prier, 96 CEG/CEIEC, thomas.prier@us.af.mil, (850) 882-5929), no issues.

Only approved for concrete rubble, no asphalt or other construction materials. Ensure appropriate best management practices (silt fences, hay bales, sod, etc.) are used to eliminate soil erosion and sedimentation caused by storm water runoff. Please contact Mr. Tim Langley, 96 CEG/CEIEC, (850) 882-7658, (850) 699-9149.

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. 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.

When conducting any land clearing operations on Eglin, all vegetative debris must be disposed of in one of the following methods: mulching and spreading on site, hauling to a landfill, or burning using an air curtain incinerator. If burning with an air curtain incinerator, all Florida laws must be adhered to and Eglin's Natural Resources Section, Fire Management Element at (850) 882-6233 must be notified each day that burning is being conducted.

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 United States may cause the same to be done at the expense of the Grantee.

**EXHIBIT E**

**ENVIRONMENTAL BASELINE SURVEY/ENVIRONMENTAL CONDITION OF THE PREMISES**

Environmental Baseline Survey Waiver, RCS 21-310, dated 26 Oct 21, Okaloosa County, 5.5 Acres of Roberts Road, Eglin Air Force Base, Florida

AF 813, Request for Environmental Impact Analysis, RCS 21-310, dated 14 Jul 21

(Please see attached)



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

26 Oct 21

MEMORANDUM FOR: 96 CEG/CEIAP

FROM: 96 CEG/CEIEA

SUBJECT: Environmental Baseline Survey Waiver (RCS 21-310)

1. Attached is an Environmental Baseline Survey Waiver with Conditions Report necessary to renew a permit for the Okaloosa County of 5.5 acres on Roberts Rd., Eglin Air Force Base (AFB), Florida.
2. The Environmental Baseline Survey Waiver was approved by 96 CEG/CEIEA on 25 Oct 21. If you have any questions or need additional information, please contact Mr. Wendell Thompson, 96 CEG/CEIEA, at 850-882-4436, or [wendell.thompson@us.af.mil](mailto:wendell.thompson@us.af.mil).

ROGERS.MELIN  
DA.A.1040249032

Digitally signed by  
ROGERS.MELINDA.A.1040249032  
Date: 2021.10.26 10:49:14 -05'00'

MELINDA A. ROGERS, NH-03  
Chief, Environmental Assets

Attachment:  
Certified/Approved Waiver of Environmental Baseline Survey

**WAIVER OF ENVIRONMENTAL BASELINE SURVEY  
License Renewal for the Okaloosa County Concrete Storage Site  
RCS 21-310**

**Certification**

The 96th Civil Engineer Group (96 CEG) Real Property Office (96 CEG/CEIAP) plans to renew a permit to Okaloosa County of 5.5 acres on Roberts Rd., Eglin Air Force Base (AFB), Florida. In accordance with the Department of the Air Force Instruction (DAFI) 32-7020, Environmental Restoration Program (15 Dec 20), this transaction is eligible for an Environmental Baseline Survey (EBS) Waiver.

The 96 CEG Environmental Planning Office (96 CEG/CEIEA) has conducted an initial records review, interviews and a site inspection to determine there are no potential sources, releases, or disposal of environmental contamination on the property. No changes in land use have occurred since the last instrument was issued. The proposed land area has been examined to determine the following:

1. The condition of the property will not create unacceptable human health and safety risks from usage of the property allowed under the real property transaction documents.
2. The allowable use of the property will not introduce any hazardous substances or petroleum products in quantities greater than the minimum levels.
3. The allowable use of the property is consistent with environmental compliance requirements (such as those pertaining to wetlands, historic preservation, etc.).

The property use described above meets the conditions identified in Section A3.3.3 of DAFI 32-7020 (15 Dec 20), and thereby qualifies for an EBS Waiver. The information contained within this waiver is based on records made available and to the best of my knowledge is correct and current as of 20 Sep 21.

CERTIFIED BY: **THOMPSON.WENDE** Digitally signed by THOMPSON.WENDELL.J.JR.150448351  
**LL.J.JR.1504483513** 3 Date: 2021.10.25 14:58:26 -05'00' **DATE:** \_\_\_\_\_  
**WENDELL J. THOMPSON JR., GS-12**  
**Environmental Planning Office, 96 CEG/CEIEA**

APPROVED BY: **ROWLAND.RANDALL.D.** Digitally signed by ROWLAND.RANDALL.D.1229999610  
**1229999610** Date: 2021.10.26 08:41:20 -05'00' **DATE:** \_\_\_\_\_  
**RANDALL D. ROWLAND, NH-04**  
**Chief, Installation Management Division**



**ENVIRONMENTAL CONDITIONS REPORT**  
**License Renewal for the Okaloosa County Concrete Storage Site**  
**RCS 21-310**

The 96th Civil Engineer Group (96 CEG) Real Property Office (96 CEG/CEIAP) plans to renew a permit to Okaloosa County. This Environmental Conditions Report is specific for the use of 5.5 acres on Roberts Rd., located on Eglin Air Force Base, Florida. The 96 CEG Environmental Planning Office (96 CEG/CEIEA) completed an Environmental Impact Analysis Process review (copy of Air Force [AF] Form 813 attached), initial records review, interviews and a visual site inspection (VSI) of the subject location.

During the timeframe of 30 Sep through 8 Oct 21, Mr. Wendell Thompson, 96 CEG/CEIEA, conducted a records search and interviews pertaining to the location of the property. Records search found a previous SEBS regarding the site: *RCS 16-520 Concrete Storage License to Okaloosa County*. This EBS waiver will update and precede all previous documents.

On 13 Aug 21, Ms. Julie Farrand, 96 CEG/CEIAP, and Mr. Wendell Thompson, 96 CEG/CEIEA, inspected the site. Location of the concrete storage site is indicated in Figure 1. The area currently utilized is 5.5 acres. A VSI of the area was conducted and observations revealed no visible evidence of any stained soil, contamination, or suspected contamination; no distressed vegetation was noted (Figures 2 and 3). There was no evidence of hazardous substances being used, stored, recycled or released in the vicinity. There are no known spills in the area. No concerns were noted during the VSI.

### **Interviews and Records Reviews**

Please note that all interviews were conducted by e-mail, unless otherwise indicated below.

1. 96 CEG/CEIEA Cultural Resources Program (Mr. Alex DeCaro (14 Jul 21). “No comments or concerns.”
2. 96 CEG/CEIEA Natural Resources Program (Mr. Rodney Felix, 14 Jul 21). “A gopher tortoise survey is required prior to placement of concrete debris.”
3. 96 CEG/CEIEC Special Waste Program (Mr. Stephen Kauffman, 16 Jul 21). “No comments or concerns provided the concrete stored does not contain asbestos.”
4. 96 CEG/CEIEC Spill Response Program (Mr. Stephen Kauffman, 23 Jul 21). “No comments or concerns.”
5. 96 CEG/CEIEC Tanks Program (Mr. Michael Vannoy, 14 Jul 21). “No comments or issues.”
6. 96 CEG/CEIEC Water Quality Program (Mr. Tim Langley, 21 Jul 21). “Only approved for concrete rubble, no asphalt or other construction materials.”
7. 96 TW/SEG Safety Program (96 TW/SEG Personnel, 21 Jul 21). “96 TW/SEG has reviewed with no occupational safety concerns.”
8. AFCEC/CZO Installation Restoration Project Manager (Mr. George Cole 21 Jul 21). “No comments or concerns.”
9. 96 AMDS/SGPB Bioenvironmental Program (Mr. Craig Bennett, 14 Jul 21). “No comments or concerns.”
10. 96 CEG/CEIEC Solid Waste Program (Ms. Ailie Csaszar, 22 Jul 21). “Provided same requirements apply and all hazardous materials to be used, including those used by contract activities, are approved, documented, and tracked in the installation hazardous materials management program (POC: Mr. Tom Prier, 96 CEG/CEIEC, thomas.prier@us.af.mil, 882-5929), no issues.”
11. 96 CEG/CEIEC Air Quality Program Manager (Mr. Kevin Doyle, 14 Jul 21). “No comments or concerns.”



**Figure 1. Location of 5.5 Acre Site on Roberts Rd**



**Figure 2. Concrete Storage**



**Figure 3. Concrete Storage**

**Copy of AF Form 813 (page 1):**

**REQUEST FOR ENVIRONMENTAL IMPACT ANALYSIS**

Report Control Symbol

RCS: 21-310

INSTRUCTIONS: Section I to be completed by Proponent. Sections II and III to be completed by Environmental Planning Function. Continue on separate sheets as necessary. Reference appropriate item number(s).

**SECTION I – PROPONENT INFORMATION**

1. TO (Environmental Planning Function)	2. FROM (Proponent Organization and functional address symbol)	2a. TELEPHONE NO.
96 CEG/CEVSP	Civ Julie Farrand 96 CEG/CEIAP	883-4450

3. TITLE OF PROPOSED ACTION

Concrete Storage license to Okaloosa County

4. PURPOSE AND NEED FOR ACTION (Identify decision to be made and need date)

(see attached)

5. DESCRIPTION OF ACTION AND ALTERNATIVES (DOPAA) (Provide sufficient details for evaluation of the total action)

(see attached)

6. UNIT ENVIRONMENTAL COORDINATOR (Name and Grade)	6a. SIGNATURE	6b. DATE
UNKNOWN	\\ ELECTRONICALLY SIGNED \\	7/14/2021

**SECTION II – PRELIMINARY ENVIRONMENTAL SURVEY** (Check appropriate box and describe potential environmental effects including cumulative effects) (+=positive effect; 0=no effect; - = adverse effect; U=unknown effect)

	+	0	-	U
7. AIR INSTALLATION COMPATIBLE USE ZONE/LAND USE (Noise, accident potential, encroachment, etc.)		X		
8. AIR QUALITY (Emissions, attainment status, state implementation plan, etc.)		X		
9. WATER RESOURCES (Quality, quantity, source, etc.)		X		
10. SAFETY AND OCCUPATIONAL HEALTH (Asbestos/radiation/chemical exposure, explosives safety quantity distance, bird/wildlife aircraft hazard, etc.)		X		
11. HAZARDOUS MATERIALS/WASTE (Use/storage/generation, solid waste, etc.)		X		
12. BIOLOGICAL RESOURCES (Wetlands/floodplains, threatened or endangered species, etc.)		X		
13. CULTURAL RESOURCES (Native American burial sites, archaeological, historical, etc.)		X		
14. GEOLOGY AND SOILS (Topography, minerals, geothermal, Installation Restoration Program, seismicity, etc.)		X		
15. SOCIOECONOMIC (Employment/population projections, school and local fiscal impacts, etc.)		X		
16. OTHER (Potential impacts not addressed above.)		X		

**SECTION III – ENVIRONMENTAL ANALYSIS DETERMINATION**

17.	X	PROPOSED ACTION QUALIFIES FOR CATEGORICAL EXCLUSION (CATEX): 19 (see attached for description); OR
		PROPOSED ACTION DOES NOT QUALIFY FOR A CATEX; FURTHER ENVIRONMENTAL ANALYSIS IS REQUIRED.

18. REMARKS

(see attached)

19. ENVIRONMENTAL PLANNING FUNCTION CERTIFICATION (Name and Grade)	19 a. SIGNATURE	19 b. DATE
Wendell J. Thompson, GS-12	\\ ELECTRONICALLY SIGNED \\	7/22/2021

**AF FORM 813, 19990901 (EF-V1)**

**THIS FORM CONSOLIDATES AF FORMS 813 AND 814.**

PAGE OF PAGE(S)

#### 4.0 PURPOSE AND NEED FOR ACTION

Requesting environmental analysis for license renewal to Okaloosa County to allow them to store concrete materials on 5.5 acre parcel. Okaloosa county will pick up concrete materials from Eglin AFB and other locations around County and hold them here until they stockpile enough for another artificial reef project.

#### 5.0 DESCRIPTION OF PROPOSED ACTION AND ALTERNATIVES

##### 5.1 Description of the Proposed Action

Okaloosa county will use the parcel to store concrete materials between collection around Eglin and the county and deployment into next artificial reef project. Project may involve improvements to the fence around the area. It also involves use of Roberts Rd from Lewis Turner Blvd to access the site.

##### 5.2 Description of Alternatives

No action.

#### 17.0 CATEX DESCRIPTION (if any)

A2.3.19 Granting easements, leases, licenses, rights of entry, and permits to use Air Force controlled property for activities that, if conducted by the Air Force, could be categorically excluded in accordance with this attachment. The EPF must document application of this CATEX on AF Form 813.

#### 18.0 REMARKS

CATEX 19 provided that: (1) Due to changing environmental conditions and/or regulations, the assigned Categorical Exclusion for this proposed action will expire 5 years from the date that this AF Form 813 was signed. If proposed action is not implemented within 5 years, a new AF Form 813 must be submitted. (2) An EBS or Waiver may be required. During the existence of the applicable real estate instrument, if personnel from Eglin Environmental Branch observe evidence that the lessee has acted outside its legally-described limits and/or adversely affected the environment the lessee will be held responsible to implement any corrective actions as determined by Eglin Environmental Branch. These corrective actions are in addition to any punitive actions also required by regulators. (3) A gopher tortoise survey is required no more than 30 days prior to placement of concrete debris. If tortoise burrows are found to conflict with the proposed project site, and cannot be avoided, the tortoise(s) must be relocated. The proponent is responsible for funding wildlife related efforts (i.e. surveys, habitat protection, monitoring, or reports) required by law. Proponent must obtain their own qualified contractor (authorized gopher tortoise agent) and execute according to FWC gopher tortoise permitting guidelines. Proponent must provide gopher tortoise survey results and any tortoise relocation must be coordinated through Eglin Natural Resources. POC: Jeremy Preston, 96 CEG/CEIEA, 883-1155, or Rodney Felix, 96 CEG/CEIEA, 883-1153. (4) In accordance with the Coastal Zone Management Act (CZMA), determination of the consistency of the proposed action with the Florida Coastal Management Program must be reviewed by the Florida Department of Environmental Protection (FDEP). Proponent must prepare a negative CZMA determination in coordination with Eglin Natural Resources and then coordinate consultation with the State Clearinghouse for review of proposed action. POC: Rodney Felix, 96 CEG/CEIEA, 883-1153. (5) There are no cultural resources concerns with this project. However, if unexpected discoveries, such as Native American graves or lost historic cemeteries are encountered, guidelines set forth in Chapter 872, Florida Statute (Florida's Unmarked Burial Law) must be followed. If human remains or archaeological materials are encountered during construction, work should cease immediately and the area secured. Contact the Eglin AFB Cultural Resources office within 24 hours: Catherine Nolan, catherine.nolan.3@us.af.mil., Alex DeCaro (alexander.decaro@us.af.mil), Jessica Higley (jessica.higley.1@us.af.mil). (6) Reviewed current license. Provided same requirements apply and all hazardous materials to be used, including those used by contract activities, are approved, documented, and tracked in the installation hazardous materials management program (POC: Mr. Tom Prier, 96 CEG/CEIEC, thomas.prier@us.af.mil, 882-5929), no issues. (7) Only approved for concrete rubble, no asphalt or other construction materials. Ensure appropriate best management practices (silt fences, hay bales, sod, etc.) are used to eliminate soil erosion and sedimentation caused by stormwater runoff. POC Tim Langley, 96 CEG/CEIEC, 882-7658, 850-699-9149.