

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/12/2017

Contract/Lease Control #: L17-0459-TDD

Bid #: N/A

Contract/Lease Type: LEASE

Award To/Lessee: OKALOOSA COUNTY

Owner/Lessor: EGLIN AIR FORCE BASE

Effective Date: 06/12/2017

Expiration Date: 06/11/2022

Description of Contract/Lease: STORE CONCRETE MATERIAL IN SUPPORT OF THE CONCRETE-TO-REEF PARTNERSHIP INITIATIVE

Department: TDD

Department Monitor: HOLLEY

Monitor's Telephone #: 850-651-7131

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

Closed:

Cc: Finance Department Contracts & Grants Office



CA#27

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: April 18, 2017
TO: Honorable Chairman and Members of the Board
FROM: Darrel Jones
SUBJECT: Eglin License USAF-AFMC-FTFA-17-2-0145
DEPARTMENT: Tourist Development Department
BCC DISTRICT: 2,4,5

STATEMENT OF ISSUE: Request approval for the Chairman to sign Department of the Air Force License #USAF-AFMC-FTFA-17-2-0145 for the purpose of storing concrete material in support of the concrete-to-reef partnership initiative.

BACKGROUND: In June 2015, the Board approved a Memorandum of Understanding establishing a Public-Public Partnership to reduce the amount of funding necessary for the Air Force to dispose of waste concrete and reduce Okaloosa County's costs associated with obtaining material for the artificial reef program. This program is now known as the "Concrete to Reefs Initiative" and has become an important part of Eglin's Community Partnership Initiative and the Tri-County Community Partnership Initiative.

This license grants the County approximately five acres of property located on Eglin AFB to store concrete material in support of the concrete-to-reef partnership initiative for a term of five years. The original copy of Exhibit D is already on file with Eglin AFB officials.

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

OPTIONS: Approve or Deny

RECOMMENDATION: Authorize the Chairman to sign Department of the Air Force License #USAF-AFMC-FTFA-17-2-0145 for the purpose of storing concrete material in support of the concrete-to-reef partnership initiative.



Darrel Jones, Interim Director

4/6/2017

RECOMMENDED BY:

APPROVED BY:

John Hofstad, County Administrator

0145

License No. USAF-AFMC-FTFA-17-2-

L17-0459-TDD
Eglin Air Force Base
Store Concrete Material in Support of the
Concrete-to-Reef Partnership Initiative
Expires: 6/11/2022

DEPARTMENT OF THE AIR FORCE

LICENSE

TO OKALOOSA COUNTY

TO USE PROPERTY LOCATED ON EGLIN AFB

CERTIFIED A TRUE
AND CORRECT COPY

JD PEACOCK II
CLERK CIRCUIT COURT

BY *Mary S. Caven*
DEPUTY CLERK

DATE *June 13, 2017*



TABLE OF CONTENTS

TABLE OF CONTENTS.....**ii**

PREAMBLE **1**

BASIC TERMS **1**

 1. TERM 1

 2. RENT 2

 3. CORRESPONDENCE..... 2

 4. USE OF THE PREMISES..... 2

 5. DEFAULT, REMEDIES, AND TERMINATION..... 3

OPERATION OF THE PREMISES **3**

 6. EASEMENTS AND RIGHTS OF WAY 3

 7. CONDITION OF PREMISES..... 3

 8. MAINTENANCE OF THE PREMISES 3

 9. TAXES 4

 10. INSURANCE..... 4

 11. ALTERATIONS 7

 12. COSTS OF UTILITIES/SERVICES..... 7

 13. RESTORATION..... 7

CHANGES IN OWNERSHIP OR CONTROL **7**

 14. TRANSFER, ASSIGNMENT, SUBLETS, OR DISPOSAL..... 7

 15. LIENS AND MORTGAGES 7

ENVIRONMENT **8**

 16. ENVIRONMENTAL COMPLIANCE 8

 17. ASBESTOS-CONTAINING MATERIALS AND LEAD-BASED PAINT 8

 18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT 8

 19. HISTORIC PRESERVATION 9

 20. INSTALLATION RESTORATION PROGRAM (IRP) 9

 21. ENVIRONMENTAL BASELINE SURVEY/ CONDITION OF PROPERTY 11

GENERAL PROVISIONS **11**

 22. GENERAL PROVISIONS (AIR FORCE PROPERTY)..... 11

 23. SPECIAL PROVISIONS 11

 24. RIGHTS NOT IMPAIRED 12

 25. COMPLIANCE WITH APPLICABLE LAWS 13

 26. AVAILABILITY OF FUNDS 13

 27. CONGRESSIONAL REPORTING 13

 28. AMENDMENTS 13

 29. GENERAL INDEMNIFICATION 13

 30. ENTIRE AGREEMENT 13

 31. CONDITION AND PARAGRAPH HEADINGS 14

 32. STATUTORY AND REGULATORY REFERENCES..... 14

 33. PRIOR AGREEMENTS 14

 EXHIBIT A—MAP OF PREMISES 16

 EXHIBIT B—DESCRIPTION OF PREMISES..... 17

 EXHIBIT C—AREAS OF SPECIAL NOTICE 18

 EXHIBIT D—ENVIRONMENTAL BASELINE SURVEY/ENVIRONMENTAL CONDITION OF THE PREMISES 19

DEPARTMENT OF THE AIR FORCE

LICENSE

TO OKALOOSA COUNTY

TO USE PROPERTY LOCATED ON EGLIN AFB

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*, a corporation or business entity organized and doing business under the laws of the State of *Florida*, hereinafter referred to as "Grantee", a License at will for *approximately 5 acres* at **Eglin AFB**, 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 *store concrete material in support of the Concrete-to-Reef Partnership Initiative*.

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 12 June 2017 ("Term Beginning Date") and ending 11 June 2017 ("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 St., Ste. 100, Eglin AFB, FL 32542*, and, if to Grantee, to *Okaloosa County, 1250 N. Eglin Parkway, Shalimar, FL 32579* 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 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 **96 CEG/CEIAP, 501 DeLeon St., Ste. 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 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 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 C** 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 C**. 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 _____ has been delivered to the Grantee and is attached as **Exhibit D** 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

23.1. 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.

23.2. 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.

23.3. 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.

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. Three 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 – AREAS OF SPECIAL NOTICE/PHYSICAL CONDITION REPORT

Exhibit D – 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 12 day of JUNE, 2017

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

BY: E C Dertie

EVAN C. DERTIEN
Brigadier General, USAF
Commander, 96th Test Wing

This License is also executed by Grantee this 18th day of April, 2017

(NAME OF ORGANIZATION)
Okaloosa County
Board of County Commissioners

Carolyn N. Ketchel

(Name and Title)
Carolyn N. Ketchel, Chairman



ATTEST:

Sam J. Stanford
J.D. Peacock II
Clerk of Circuit Court

EXHIBIT A—MAP OF PREMISES

The map or maps attached as this Exhibit A show the Premises.

EXHIBIT B—DESCRIPTION OF PREMISES

(The Exhibit should provide a description of the Premises.)

Exhibit B

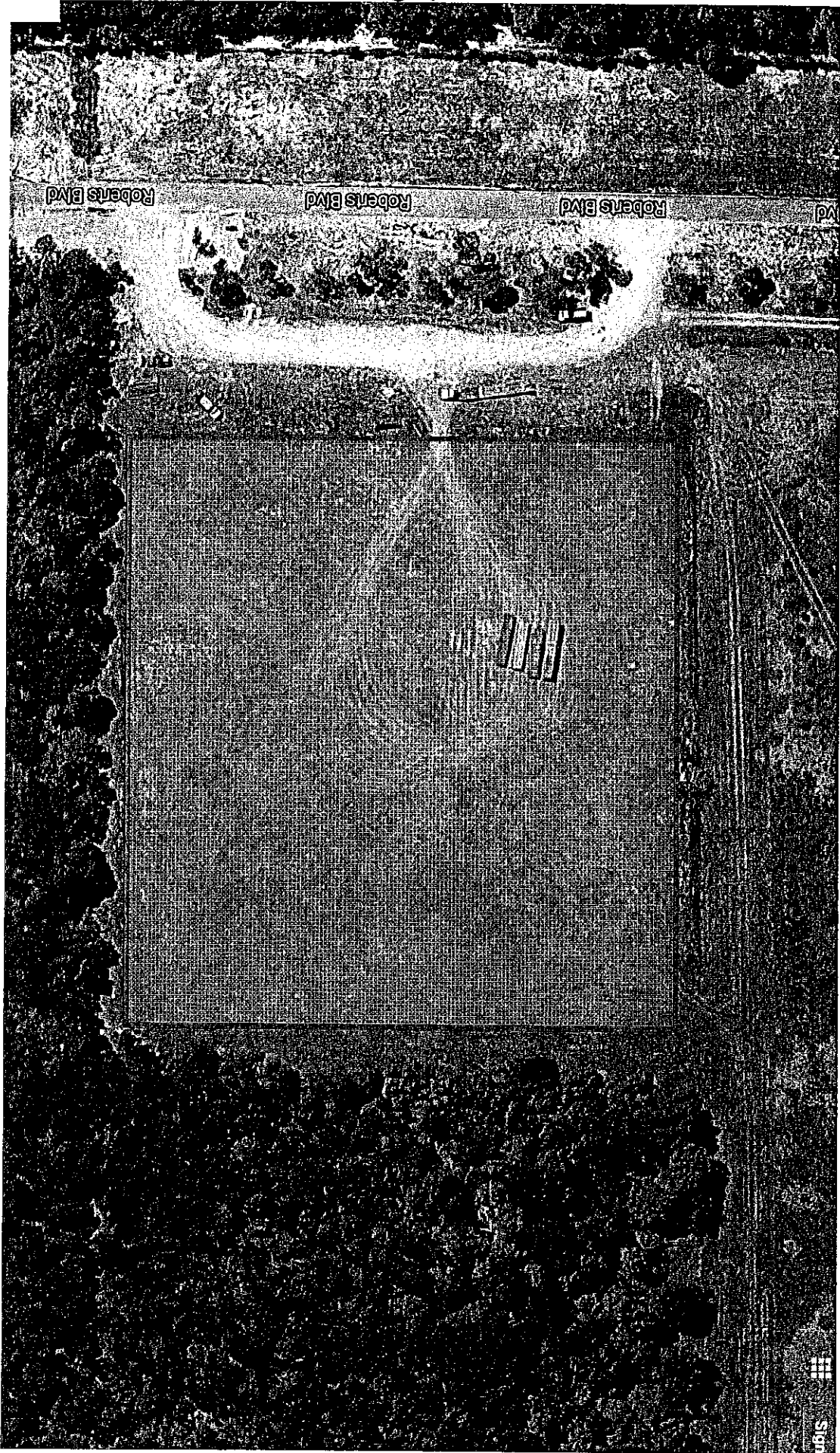


EXHIBIT C—AREAS OF SPECIAL NOTICE

None

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

SUPPLEMENTAL ENVIRONMENTAL BASELINE SURVEY
Concrete Storage license to Okaloosa County
RCS 16-520

Site Visitation/Environmental Conditions Report


The 96th Civil Engineer Group Real Property Office, 96 CEG/CEIAP proposes to issue a license to Okaloosa County in order to store concrete material. This license will allow Okaloosa County to store concrete material on a 5.5 acre parcel on Roberts Road in Fort Walton Beach Florida. Okaloosa County will collect concrete material from Eglin Air Force Base and other locations around the county. The collected material will be stockpiled on the 5.5 acre parcel, and removed when enough has been collected for the construction of an artificial reef. The 96th Civil Engineer Group Environmental Planning Office, 96 CEG/CEIEA conducted an Environmental Impact Analysis Process (AF Form 813) review, initial records review, and a visual site inspection (VSI) of the subject location.

On 21 Nov 16, Mr. James Brooks 96 CEG/CEIEA, conducted a records search and review which identified the Environmental Baseline Survey (EBS) *Okaloosa County Spray Field at Eglin Air Force Base*, RCS 10-374 (Oct 2010). The EBS classified the subject property as a Category 3 site. This categorization is still applicable as defined in AFI 32-7066 *Environmental Baseline Surveys in Real Property Transactions* paragraph 3.5.3.1.1 (26 Jan 15), "An area or real property where no storage, release, or disposal of hazardous substances or petroleum products or their derivatives has occurred into the environment or structures or disposed on the subject property (including no migration of these substances from adjacent properties). To the best of our knowledge, the site condition has not changed from the conditions described in the EBS referenced above.

On 22 Nov 16, Mr. James Brooks and Wendell Thompson 96 CEG/CEIEA, conducted a VSI of the site. This 5.5 acre parcel of land consist of open field with dormant grasses, hardwood trees are along the east and south boundary. Roberts Road runs along the west boundary line and Arbennie Pritchett water treatment plant is located to the north.

Okaloosa County may refuse to accept and adopt the conclusions of the abovementioned EBS and this supplemental EBS; however they will be obligated to provide their own study in accordance with AFI 32-7066 *Environmental Baseline Surveys In Real Estate Transactions* (26 Jan 15).


CERTIFIED BY:


 JAMES T. BROOKS, GS-12
 Biological Scientist, 96 CEG/CEIEA

DATE:

16 Dec 16

APPROVED BY:


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

DATE:

16 Dec 16

Interviews and Records Reviews

Note: All interviews were conducted by e-mail, unless otherwise noted.

1. 96 AMDS/SGPB Bioenvironmental Program (Mr. Craig Bennett, 28 Nov 16). No issues or concerns from Bioenvironmental on this project.
2. 96 CEG/CEIEA Cultural Resources Program (Ms. Sandra Nelson, 29 Nov 16). There are no cultural resources concerns with this project.
3. 96 CEG/CEIEA Natural Resources Program (Mr. Rodney Felix, 28 Nov 16). Only biological concern, we will need to survey for gopher tortoises before action commences.
4. 96 CEG/CEIEC Special Waste Program (Mr. Steven Kauffman, 29 Nov 16). No comments or concerns.
5. 96 CEG/CEIEC Spill Response Program (Mr. Robert Stippich, 28 Nov 16). All is good for that area, I have no records of any spills.
6. 96 CEG/CEIEC Tanks Program (Mr. Timothy Langley, 29 Nov 16). No known tanks in area.
7. 96 CEG/CEIEC Water Quality Program (Mr. Russell Brown, 5 Dec 16). I do not have any specific water quality issues with the subject location, but as stated in the 813, "Proponent must consider storm water permitting requirements if either more than an acre of soil is disturbed (NPDES - FAC 62-621) or more than 9000 sq. ft. of impervious surfaces are created (ERP - FAC 62-330).
8. 96 TW/SE Safety Program (Ms. Elizabeth Quintana Cuevas, 28 Nov 16). No comments or concerns.
9. AFCEC/CZO Installation Restoration Program (Mr. Ralph Armstrong, 28 Nov 16). IRP has no issues or concerns with this project.

Photos of location

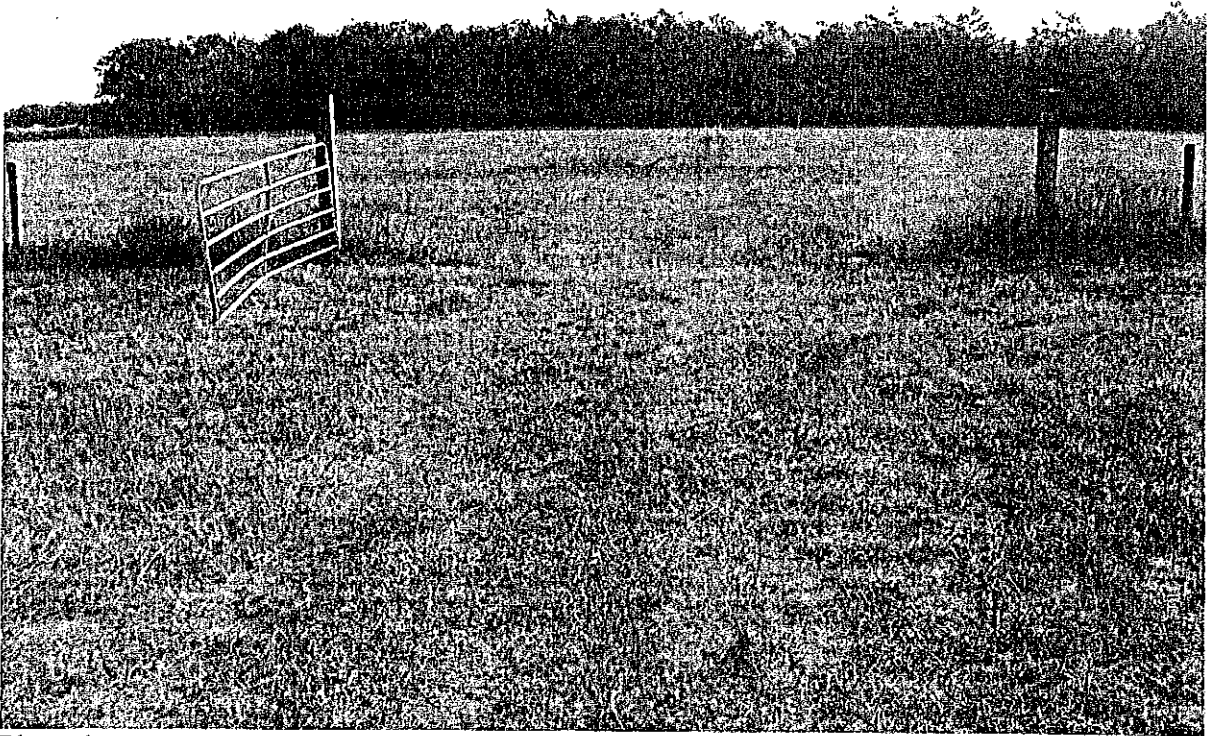


Photo 1



Photo 2



Photo 3

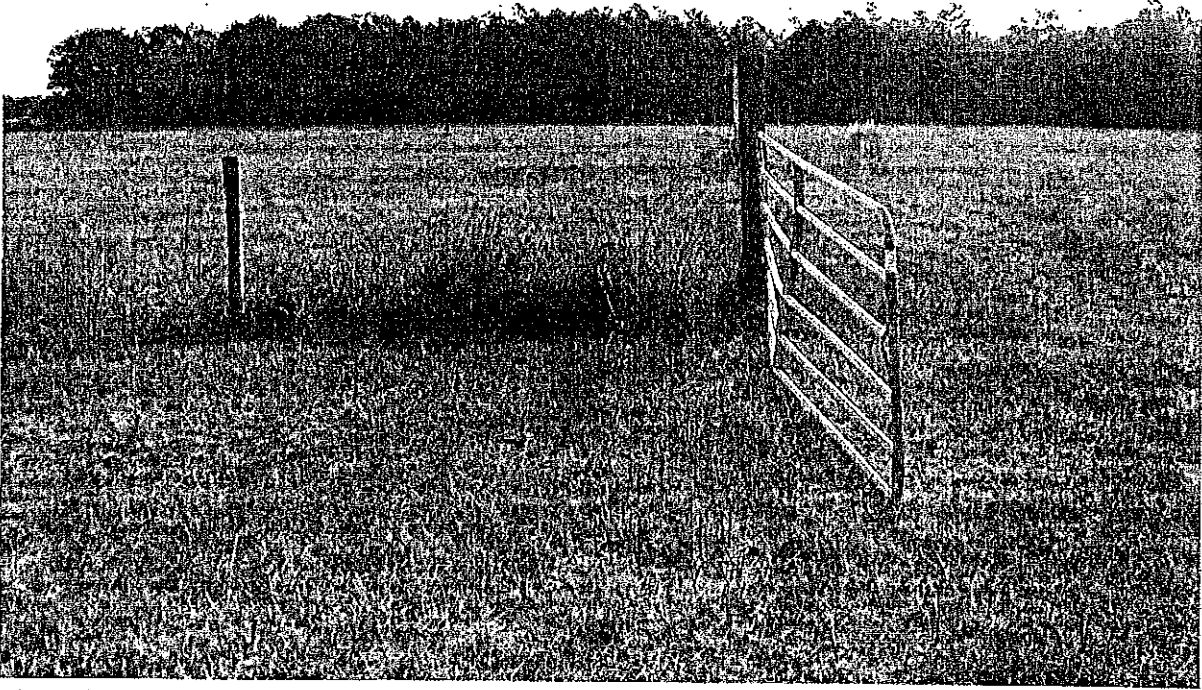


Photo 4

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

Date of Report: 9 Jan 2017

Instrument Type & No: License # USAF-AFMC-FTFA-17-2-0145

Instrument Start Date: TBD

Activity: Okaloosa County-Concrete Storage License on Roberts Road

Total Area for New Instrument: +/- 5 acres

DESCRIPTION, LOCATION, AND CONDITION OF PROPERTY:

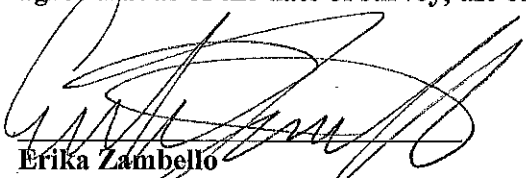
The property consists of +/- 5 acres located along Roberts Rd., south of Arbennie Pritchett Water Reclamation Facility, owned by Eglin Air Force Base. Property is located on Eglin Air Force Base, Okaloosa County, Florida.

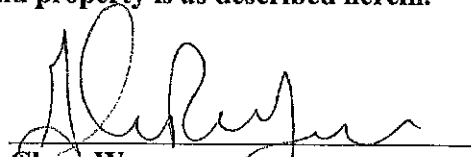
Said land/property is in excellent /good/ fair / poor condition.
Said building(s) is in excellent/good/fair/poor condition.

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.


Erika Zambello
Coordinator, Tourist Development Council


Glenn Wagner
Realty Specialist, Eglin AFB