

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: JUNE 20, 2013

Contract/Lease Control #: C13-2045-PW

Bid #: NA

Contract/Lease Type: EASEMENT

Award To/Lessee: DEPARTMENT OF THE AIR FORCE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/21/2013

Term: 05/21/2037

Description of Contract/Lease: GRANT OF EASEMENT FOR NICEVILLE LANDFILL

Department: PW

Department Monitor: JOHN HOFSTAD

Monitor's Telephone #: 850-689-5772

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

Date Closed: \_\_\_\_\_

cc: Finance Department Contracts & Grants Office



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

9 January 2013

Allan A. Daly  
Real Property Officer  
96th Civil Engineer Group  
501 DeLeon Street, Suite 100  
Eglin AFB FL 32542-5133

Mr. Scott R. Hanson  
Public Works Project Manager  
Okaloosa County  
1759 South Ferdon Blvd  
Crestview FL 32536

**CONTRACT # C13-2045-PW  
DEPARTMENT OF THE AIR FORCE  
GRANT OF EASEMENT FOR NICEVILLE LANDFILL  
EXPIRES: 05/21/2037**

Dear Mr. Hanson

Enclosed please find an original Easement #FTFA-EG-2-13-002. Please have your authorized representative sign at **Page 10 on all three originals.**

Please return the entire package to the address above. Once signed by the commander, a final executed original will be mailed to you.

If you have any questions or need additional information, please contact Jodi Georgulis at (850) 882-1350 or email her at [jodi.georgulis2@eglin.af.mil](mailto:jodi.georgulis2@eglin.af.mil).

Sincerely

A handwritten signature in black ink, appearing to read "Allan A. Daly".

ALLAN A. DALY, Civ, USAF

Attachment:  
Easement #FTFA-EG-2-13-002

FILE # 2851168 RCD: 04/30/2013 @ 08:31 AM, BK: 3092 PG: 3886 RECORDING:  
\$145.50 RECORDING ARTICLE V: \$128.00 DEED DOCSTAMPS \$0.70 DEPUTY CLERK  
PDUNN DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

FTFA-EG-2-13-002

CONTRACT # C13-2045-PW  
DEPARTMENT OF THE AIR FORCE  
GRANT OF EASEMENT FOR NICEVILLE LANDFILL  
EXPIRES: 05/21/2037

**DEPARTMENT OF THE AIR FORCE**  
**GRANT OF EASEMENT**  
**FOR**  
**EGLIN AIR FORCE BASE, FL**

DEPARTMENT OF THE AIR FORCE

GRANT OF EASEMENT

FOR

EGLIN AIR FORCE BASE, FL

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**DEPARTMENT OF THE AIR FORCE****GRANT OF EASEMENT****I. PARTIES AND PURPOSE**

**THE UNITED STATES OF AMERICA**, acting by and through the Secretary of the Air Force (the "Grantor"), under and pursuant to the authority granted in 10 U.S.C. § 2668, the Secretary of the Air Force having determined that no more land than needed for the easement is included herein, and the granting of this easement is not against the public interest; does hereby GRANT and CONVEY to Okaloosa County Board of County Commissioners, a (Grantee), a nonexclusive easement to access the Niceville Sanitary Landfill site to inspect, monitor and maintain pollution monitoring wells on, over, under, and across the property on Eglin Air Force Base (AFB), FL, as described in **EXHIBIT A** and depicted on **EXHIBITS B-1 and B2** (the "Easement Area"). The Grantor and Grantee may be referred to as Parties or separately as a Party.

**II. CONSIDERATION**

A. The sum of \$1.00 and the provision of maintenance, repair, and security of the Easement Area, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

B. The Grantee, at its own expense, shall record this executed easement (including **EXHIBITS A, B-1 and B-2**) in the public records of the county within which the easement site is located within fourteen (14) days after receipt, and shall provide to the Grantor within ten (10) days following the recordation a copy of the recorded easement (including **EXHIBITS A and B-1 and B-2**) which contains the O. R. Book and pages at which the easement is recorded."

**III. TERM**

This Grant shall be for a term of 25 years, beginning on 22 May 2012 through 21 May 2037.

**IV. GRANTEE ACCESS**

Grantee is granted the nonexclusive right to use the walkways, streets, and roads on Eglin AFB FL in common with the Grantor and its lessees and licensees for access to and from the Easement Area and the nearest public street or highway.

**V. GRANTOR'S RIGHT OF ACCESS AND INSPECTION**

Grantor shall have the right to enter the Easement Area at any time and shall have the right to reasonably inspect Grantee's use of it and any of Grantee's improvements or property placed thereon, without notice.

## VI. GRANTOR'S RIGHT OF ACCESS FOR ENVIRONMENTAL PURPOSES

Grantor reserves for itself and for the benefit of those local, state and federal governmental agencies that have responsibility for environmental regulatory compliance (the "Environmental Agencies") and their respective officials, agents, employees, and contractors, and subcontractors, the right of access to the Easement Area for the following purposes, either on the Easement Area or on other lands, and for such other purposes,

A. to conduct site investigations and surveys, including, where necessary, drilling, soil and water sampling, test-pitting, testing soil borings, and other activities related to the base Environmental Restoration Program (ERP);

B. to inspect field activities of the Grantor and its contractors and subcontractors in implementing the ERP;

C. to conduct any test or survey required by the Environmental Agencies relating to the implementation of the ERP, or environmental conditions on the Easement Area, or to verify any data submitted to the Environmental Agencies by the Grantor relating to such conditions;

D. to conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the ERP, including, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities; and

E. to monitor any environmental restrictive use covenants and the effectiveness of any other land use or institutional control established by the Grantor on the Easement Area, either by itself, by its contractor, by any public entity, including the state, or by a private entity registered in the state to monitor environmental covenants.

## VII. GRANTOR'S REASONABLE REGULATION

The use and occupation of the Easement Area and the exercise of the rights herein granted shall be subject to Grantor's reasonable restrictions and regulations regarding ingress, egress, safety, sanitation, and security, as Grantor, or its duly authorized representatives, may from time to time impose.

## VIII. CONDITION OF EASEMENT AREA

The Grantee has inspected and knows the condition of the Easement Area. It is understood that the Easement is granted "as is, where is" without any warranty, representation, or obligation on the part of the Grantor to make any alterations, repairs, improvements, or corrections to conditions or to defects whether patent or latent. The Parties shall jointly perform and sign or otherwise authenticate a Physical Condition Report at the beginning of the Easement term to document the condition of the Easement Area. This report will be made a part of this Grant as **EXHIBIT C**.

**IX. OTHER GRANTS OF ACCESS**

This Grant is subject to all outstanding easements, rights-of-way, rights in the nature of an easement, leases, permits, licenses, and uses (collectively, "Outgrants") for any purpose affecting the Easement Area. The Air Force may make additional Outgrants and make additional uses that may affect the Easement Area. However, any such additional Outgrants shall not be inconsistent with the use of the Easement Area by the Grantee under this Easement.

**X. GRANTEE'S IMPROVEMENTS**

A. At least 30 days before doing any work to repair, build, alter, modify, or demolish any improvements in the Easement Area, Grantee shall give written notice of its plans to the Base Commander through the Base Civil Engineer, who shall have the right to review and approve or reasonably modify the plans and to place reasonable restrictions on Grantee's access, equipment, methods, materials, and manpower related to accomplishing the work, in order to ensure it is done consistent with Grantor's use of the Easement Area and the operation of the base.

B. 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.

**XI. NO OBSTRUCTIONS**

Neither party shall use the property nor construct, erect, or place any objects, buildings, structures, signs, or wells of a permanent nature on, under or over the Easement Area that will unreasonably interfere with the other Party's use of the premises, as set out in this Grant or its reservations.

**XII. GENERAL INDEMNITY**

The Grantee shall, to the extent permitted by law, indemnify the Grantor, its agents and employees, from and against any loss, damage, claim, or liability whatsoever resulting in personal injury or death, or damage of property of the Grantor and others, directly or indirectly due to the negligent exercise by the Grantee of any of the rights granted by the Grant, or any other negligent act or omission of the Grantee, including failure to comply with the obligations of this Grant or of any applicable laws that may be in effect from time to time.

### XIII. LIMITATION OF GRANTEE RIGHTS

Except as is reasonably required to effect the purpose of this Grant, the Grantee has no right of use, license, easement, servitude, or usufruct, for any purpose, by necessity or otherwise, express or implied, on, over, across, or under any of the real property of the Grantor, and the Grantee agrees not to assert any such right or interest by reason of this Grant.

### XIV. INSURANCE

Grantee shall maintain the following insurance coverage on which the Government shall be an Additional Named Insured:

A. Commercial general liability insurance using the most recent occurrence form or its equivalent, covering personal injury, bodily injury, premises, operations, products, completed operations, and independent contractors. That insurance shall provide coverage for the contractual liability assumed by the Grantee and shall afford immediate protection at the time of the Term Beginning Date, and at all times with single limit coverage for each occurrence and aggregate amount no less than as described in the insurance policy period dated 1 October 2012 to 1 October 2013 at **EXHIBIT D**.

B. All policies of insurance which this grant requires the Grantee or any contractor to purchase and maintain, or cause to be purchased and maintained, shall be underwritten by insurers authorized to underwrite insurance in the state where the Easement Area are located, and which have a rating of at least B+ by the most recent edition of *Best's Key Rating Guide*. In all policies, Grantor shall be named as additional insured for its interest in, but not limited to, the Easement Area and any personal property included thereon (under ISO forms CG 2011 and CG 2028 or their equivalents). Grantor shall appear in all policies as "United States of America, c/o Air Force Real Property Agency." All policies shall provide (a) that no cancellation, reduction in amount, or material change in coverage shall be effective until at least sixty (60) days after receipt by the Government of written notice; (b) that the insurer shall have no right of subrogation against the Government; and (c) shall be reasonably satisfactory to Grantor in all other respects, including, without limitation, the amounts of coverages and deductibles from time to time. In no circumstances will Grantee be entitled to assign to any third party rights of action that the Grantee may have against Grantor. Notwithstanding the foregoing, any cancellation of insurance coverage based on nonpayment of the premium shall be effective upon thirty (30) days' written notice to Grantor. Grantee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by Grantee or contractor under this grant will constitute a failure to comply with its terms, and Grantor shall have the right to terminate the easement upon receipt of any such cancellation notice, if Grantee fails to cure such noncompliance promptly.



**XV. AIRFIELD CONSTRUCTION**

Any new construction or alteration at the end of the runway, or within lateral clear zones for the runway, shall comply with any applicable Air Force requirements, such as those contained in Air Force Manual 32-1123(1) entitled "Airfield and Heliport Planning and Design," dated May 1, 1999.

**XVI. PRESERVATION OF CULTURAL AND NATURAL RESOURCES**

A. The Grantee shall comply with the base Cultural Resource Management Plan which calls for preservation of cultural resources, if any, on the installation.

B. The Grantee shall comply with the base Integrated Natural Resources Management Plan which calls for protection of natural resources or endangered species, if any, on the installation.

**XVII. GRANTEE PERMITS**

Grantee shall be responsible for and obtain, at its sole expense, any approvals, permits, or licenses which may be necessary to the construction and operation of improvements within the Easement Area, in compliance with applicable law.

**XVIII. ENVIRONMENTAL CONDITIONS**

The Grantor discloses to the Grantee the information described in the attached **EXHIBIT E**. The Grantee acknowledges that it has reviewed, or has been afforded the opportunity to review, these documents and any other representations of the Grantor contained in exhibits attached to this Grant.

**XIX. ENVIRONMENTAL COMPLIANCE**

Grantee shall comply with all applicable federal, state, and local laws, regulations, and standards for environmental protection, including flood plains, wetlands, and pollution control and abatement, as well as for payment of all fines and assessments by regulators for the failure to comply with such standards. Grantee shall also indemnify the Grantor to the full extent permitted by law for any violation of such law, regulation, or standard and shall also reimburse the Grantor for any civil or criminal fines or penalties levied against the Grantor for any environmental, safety, occupational health, or other infractions caused by or resulting from Grantee's action or inaction or that of its officers, agents, employees, contractors, subcontractors, sub-grantees, licensees, or the invitees of any of them. In the event that any actions by Grantee including those of its officers, agents, employees, contractors, subcontractors, sub-grantees, licensees, or invitees cause or contribute to a spill or other release of a substance or material, Grantee shall conduct any required cleanup, abatement, or response action in accordance with all

applicable federal, state and local laws and regulations or, at the discretion of Grantor, indemnify Grantor for all costs of completing such cleanup, abatement, or response action.

## **XX. ENVIRONMENTAL USE RESTRICTIONS**

Grantee will also comply with the terms of the "Environmental Use Restrictions" set out in the attached **EXHIBIT F**.

## **XXI. HAZARDOUS MATERIALS AND HAZARDOUS WASTE**

Grantee shall not bring toxic or hazardous material, hazardous wastes, or hazardous substances upon the Easement Area. The Grantee shall be responsible for the cost of proper disposal of hazardous substances, or solid and hazardous wastes generated by its activities under this Grant. The Grantor may require the Grantee to utilize its on-base centralized systems for the handling, treatment, storage, and disposal of solid and hazardous wastes. Grantee will comply with any applicable Eglin AFB FL spill prevention control and countermeasure plan, and any applicable hazardous materials or hazardous wastes management plan.

## **XXII. GRANTOR ENVIRONMENTAL REMEDIATION**

In the exercise of any rights under this Grant, the Grantee will not conduct, or permit to be conducted, any activities, or allow any condition, that disrupts any environmental remediation activities of the Grantor on the Easement Area, or on any premises adjacent or contiguous to the Easement Area, or that would adversely affect the effectiveness of those remediation activities, including, without limitation,

A. It shall not apply water upon the surface of the Easement Area in any amount or manner that could impact the migration of contaminated ground water;

B. It shall not drill below the surface or use ground water drawn from the upper-most aquifer, unless the Grantor first determines that there will be no adverse impacts on its cleanup process; and

C. It shall not conduct any construction work that would interfere with, negatively impact, or restrict access to, any cleanup work.

## **XXIII. ENVIRONMENTAL INDEMNIFICATION**

The Grantee, to the extent permitted by law, will indemnify the Grantor, and its employees, and agents against, and hold them harmless from, all debts, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, costs, and expenses (including without limitation, costs associated with any remedial action or corrective action, costs associated with any investigation, monitoring, sampling, testing, or removal of hazardous substance(s), costs of attorney and expert fees and expenses, and court costs) in any way relating to, connected with, or arising out of, the discovery of any hazardous substance(s) introduced by the Grantee that may

contaminate, or contribute to any existing contamination of, the Easement Area and contiguous or adjoining premises, after the date of this Grant.

#### **XXIV. ENVIRONMENTAL LIABILITY OF THE GRANTOR**

Grantee does not assume any of Grantor's liability or responsibility for environmental impacts and damage resulting from Grantor's activities; however this provision does not relieve Grantee of any obligation or liability it might have or acquire with regard to third parties or regulatory authorities by operation of law.

#### **XXV. ABANDONMENT OR TERMINATION OF EASEMENT**

This Grant may be terminated in whole or in part by the Grantor for Grantee's failure to comply with the terms of this grant and Grantor may terminate it for any part of the Easement Area that is abandoned or not used by the Grantee for 24 consecutive months. The Grantor shall give written notice of any termination, which shall be effective as of the date of the notice.

#### **XXVI. DAMAGE TO OR REMOVAL OF GOVERNMENT PROPERTY**

If Grantee or any other person acting in its place causes any disturbance or damage to any Government property or improvements in the Easement Area or Grantor's adjacent property, Grantee, its successors and assigns shall promptly restore them as nearly as may be reasonably possible to the same condition as existed prior to such disturbance or damage to the satisfaction of the Grantor; provided, however, that if Grantor confirms in writing that it no longer needs the improvements and Grantee provides for their complete demolition, removal, and restoration of the easement area satisfactory to Grantor, they need not be restored or replaced. If any Air Force property or improvements in the easement area will be removed to accommodate Grantee's use of the easement and Grantor does not waive their replacement, Grantee shall replace them in locations approved by Grantor with facilities having substantially similar design characteristics, being of the same category, construction, size, and capacity as those replaced, located on an appropriately restored site. Grantee shall not remove or excavate soil or paved surfaces without prior written approval of the Grantor and the Grantee shall promptly restore the Easement Area to substantially the same condition that existed immediately before the removal or excavation.

#### **XXVII. REMOVAL OF GRANTEE IMPROVEMENTS**

Upon the expiration, abandonment, or termination of the easement, Grantor may elect, in its sole discretion, to require Grantee to remove all its improvements and other property from the premises and restore the Easement Area at Grantee's sole expense to substantially the same condition that existed immediately before the grant, all to Grantor's satisfaction. Grantor shall give notice to Grantee of such election within a reasonable time after learning of Grantee's abandonment, or together with Grantor's notice of termination. Alternatively, at those same times, Grantor may elect and give written notice to Grantee that some or all of Grantee's easement improvements and any other property Grantee may leave on the Easement Area will revert or be transferred to Grantor. Such reversion or transfer in lieu of Grantee's removal and restoration obligation shall be automatic and at no cost to Grantor and shall be effective on the

easement term expiration date or the effective date of any abandonment or termination, without additional consideration therefore. Grantee shall execute any documentation reasonably requested by the Grantor to confirm any transfer or conveyance.

If Grantee fails to timely satisfy its removal and restoration obligations, then at Grantor's option, Grantee's improvements and personal property located on the Easement Area shall either become Grantor's property without compensation therefore or the Government may cause them to be removed or destroyed and the Easement Area to be so restored at the expense of Grantee; and no claim for damages against Grantor, its officers, employees, agents, or contractors shall be created by or made on account of such removal or destruction and restoration work. Grantee shall reimburse Grantor for any expenses it incurs to restore the Easement Area to the condition required by this grant within thirty (30) days after the Government provides written notice to Grantee of the reimbursement amount together with reasonable documentary support of the reimbursement amount.

#### **XXVIII. REMEDIES FOR NON-COMPLIANCE**

In the event the Grantee fails to comply with any obligation under this Grant, the Grantor may pursue monetary damages, equitable relief, or both, and the Grantee shall reimburse the Grantor for its attorney fees and costs.

#### **XXIX. ASSIGNMENT**

The Grantee may not assign this Grant without the prior written consent of the Grantor.

#### **XXX. AUTHORIZED REPRESENTATIVES AND NOTICES**

Any written notices under this instrument shall be made by mailing or hand delivering such notice to the parties at the following addresses.

##### **GRANTOR:**

Brigadier General David A. Harris  
Commander, 96<sup>th</sup> Test Wing  
101 West D Ave Suite 129B  
Eglin AFB FL 32542-5495

##### **GRANTEE:**

Scott R. Henson  
Public Works Project Manager  
Okaloosa County  
1759 South Ferdon Blvd  
Crestview FL 32536

**XXXI. EXHIBITS**

EXHIBIT A – Description

EXHIBIT B – Depiction

EXHIBIT C – Physical Condition Report

EXHIBIT D – Insurance Certificate

EXHIBIT E – Environmental Baseline Survey

EXHIBIT F – Environmental Use Restrictions

FTFA-EG-2-13-002

IN WITNESS WHEREOF, I have hereunto set my hand the 6<sup>TH</sup> day of MARCH, 2013.

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

By: [Signature]  
Brigadier General David A. Harris  
Commander, 96<sup>th</sup> Test Wing

**ACCEPTANCE**

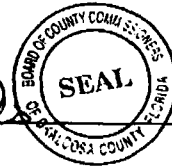
The Grantee hereby accepts this Grant of Easement and agrees to be bound by its terms.

DATED: 22<sup>nd</sup> day of January, 2013.

**GRANTEE:**

Okaloosa County Board of County Commissioners

By: [Signature]  
DON R. AMUNDS  
Chairman of the Board



Attest:

[Signature]  
NAME:  
TITLE:



## DESCRIPTION

Easement area consist of Parcel 1 (70.148 acres±) and Parcel 2 (238.387acres±) and is located off State Road 85. Easement renewal authorizes Okaloosa County Board of County Commissioners continued access to the Niceville Sanitary Landfill located off State Road 85 to inspect, operate and maintain pollution monitoring wells.

**EXHIBIT A**







DEPARTMENT OF THE AIR FORCE  
USE OF PROPERTY ON EGLIN AIR FORCE BASE, FLORIDA

PHYSICAL CONDITION REPORT (PCR)

Date of Report: 9 January 2013

Instrument Type & No: Easement #FTFA-EG-2-13-002

Instrument Start Date: 22 May 2012

Date Possession Taken: Renewal

Activity: Okaloosa County Board of  
County Commissioners

Total Area for New Instrument: 238.387 acres ±

DESCRIPTION, LOCATION, AND CONDITION OF PROPERTY:

Easement area consist of Parcel 1 (70.148 acres±) and Parcel 2 (238.387acres±) and is located off State Road 85. Easement renewal authorizes Okaloosa County Board of County Commissioners continued access to the Niceville Sanitary Landfill located off State Road 85 to inspect, operate and maintain pollution monitoring wells.

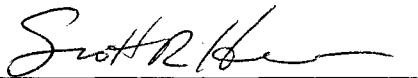
Said land is in excellent /good/ fair / poor condition. Said building(s) is in excellent/good/fair/poor condition.

Remarks:

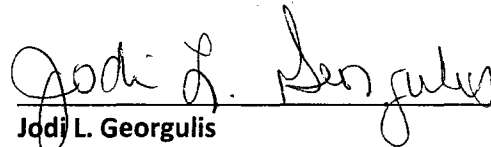
Easement area appears to be in good condition.

JOINT AGREEMENT ON CONDITION OF PROPERTY

We, the undersigned, jointly 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.



Mr. Scott R. Henson  
Public Works Project Manager  
Okaloosa County  
1759 South Ferdon Blvd  
Crestview FL 32536



Jodi L. Georgulis  
Realty Specialist  
96 CEG/CEAR  
501 DeLeon Street Suite 100  
Eglin AFB FL 32542-5133

EXHIBIT C



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

November 13, 2012

MEMORANDUM FOR 96 CEG/CEAR

FROM: 96 CEG/CEVSP

SUBJECT: Environmental Baseline Survey for Okaloosa County RCS 12-669

1. Attached is a certified Environmental Baseline Survey of the property required for Okaloosa County Board of Commissioners continued use of the Niceville Sanitary Landfill. This easement renewal authorizes inspection, operation and maintenance of the site and the monitoring wells. The site is located off the western shoulder of SR 85 just north of College Blvd in Niceville. This EBS is necessary for Okaloosa County to continue to utilize the requested property.

2. The Environmental Baseline Survey was approved by 96 CEG/CC on 9 November 2012. If you have any questions or need additional information, please contact Terry Perkins, 96 CEG/CEVSP, at 882-9906, or [terry.perkins@eglin.af.mil](mailto:terry.perkins@eglin.af.mil).



TERESA A. JORDAN, GS-12  
Acting Chief, Environmental Analysis Section

Attachment:  
Certified/Approved Environmental Baseline Survey

**EXHIBIT D**

**WAIVER OF ENVIRONMENTAL BASELINE SURVEY**  
**Grant a 25-Year Easement Renewal to Okaloosa County**  
**RCS 12-669**

**CERTIFICATION**

The 96 CEG/CEAR proposes to grant an easement renewal to Okaloosa County Board of Commissioners for continued use of the county's easement which provides access to the Niceville Sanitary Landfill. This landfill is located off Highway 85, and access is granted for inspections, operation, installation and maintaining pollution monitoring wells. The original parcel (parcel 1), consist of 70.148 acres. Parcel 2 consist of 168.239 acres and is combined with Parcel 1 to meet the requirements of this new easement. The easement was last surveyed in 1985. The survey results and the increase in acreage of this site will be included in this 25 year easement renewal. The granting of this easement renewal/addition is recommended for a waiver of an Environmental Baseline Survey (EBS). This action will allow Okaloosa County the continued use of this important section of property that provides road access and use of the landfill site for Okaloosa County.

No changes in land use have occurred since the last instrument was issued. The granting of this waiver of EBS should be allowed as there are no known changes or land use restrictions on the subject parcel.

96 CEG/CEVSP has conducted an initial record review, personnel interviews, and a site inspection to determine there are no potential sources of contamination. Also, the proposed land area has been examined to determine the following:

1. The condition of the property will not create health or safety risks when used as intended.
2. The allowable activities will not introduce hazardous material or petroleum products on the property.
3. No material alteration or change in the physical condition of the property will occur if the property is held by the Air Force, such that the Air Force could be deemed an owner/operator of the facility under the *Comprehensive Environmental Response, Compensation, and Liability Act*.

The above described property use meets the conditions identified in Section 1.5.2 of the *Air Force Instruction 32-7066* (25 April 1994) and thereby qualifies for this waiver of EBS. 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 7 Nov 2012.

CERTIFIED BY: Terry L. Perkins DATE: 7 Nov 2012  
TERRY L. PERKINS, GS-09  
Environmental Protection Specialist

APPROVED BY: Anthony A. Haddon DATE: 9 Nov 12  
ANTHONY A. HADDON, Colonel, USAF  
Commander, 96th Civil Engineer Group

**ENVIRONMENTAL CONDITIONS REPORT**  
**Grant a 25-Year Easement Renewal to Okaloosa County**  
**RCS 12-669**

**Site Visitation Report**

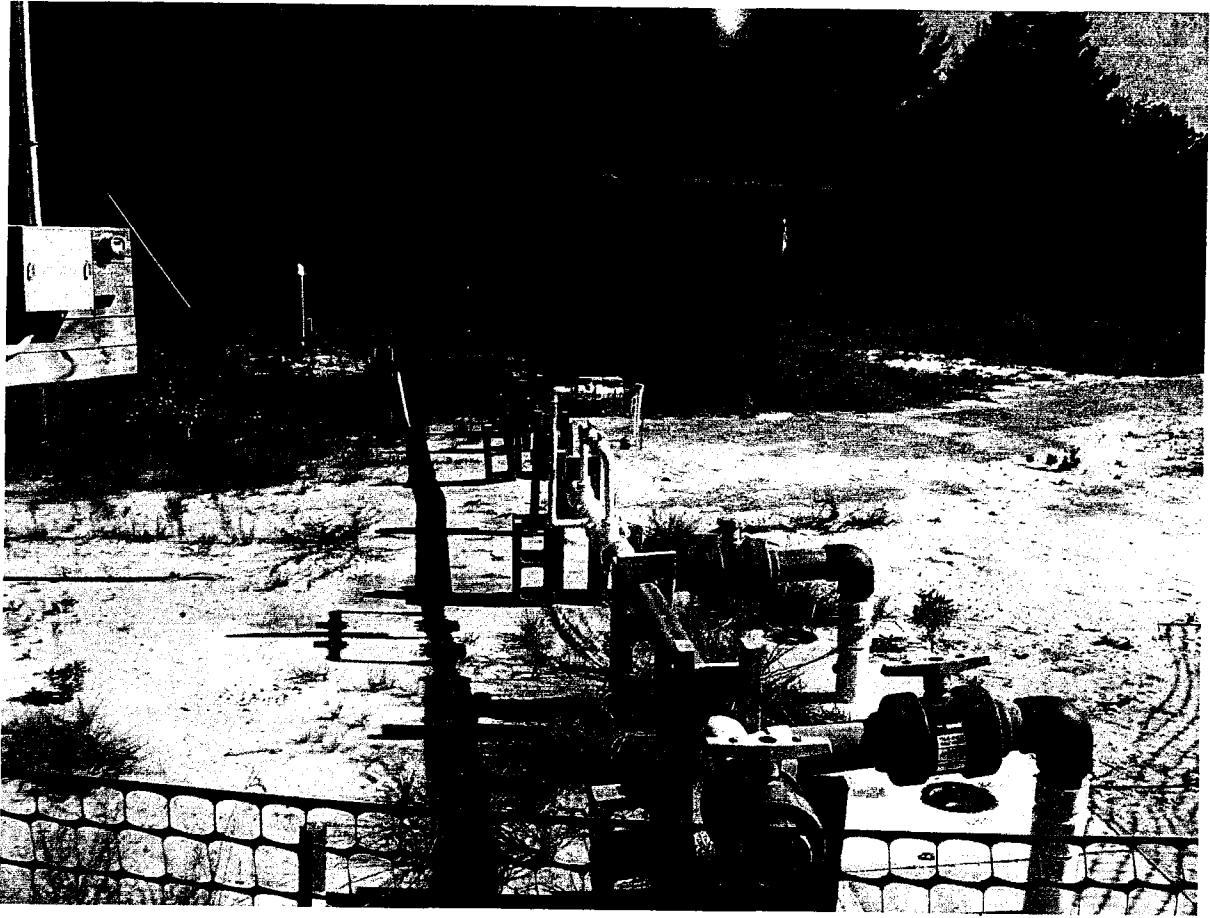
On 16 October 2012, a team consisting of Terry Perkins and April Lawrence (96 CEG/CEVSP) conducted a site inspection of the Niceville Landfill easement along the west side SR 85 in Niceville. A thorough inspection of the parcels and adjacent areas was conducted.

The site inspections revealed no visible evidence of any stained soil, contamination, or suspected contamination. There was no visible evidence of petroleum substances used or released near the subject parcels. To the best of my knowledge, the site conditions have not changed since the previous site visit when license instruments were issued.

### Interviews and Records Reviews

**Note:** All interviews were conducted by e-mail.

1. 96 CEG/CEVSNW (Bruce Hagedorn, 26 Oct 12). No comments.
2. 96 CEG/CEVCP (Stephen Kauffman, 18 Oct 12). Mr. Kauffman said he had no records of any hazardous substance or petroleum spills on the subject property.
3. 96 CEG/CEVCE (Bruce Stippich, 24 Oct 12). Mr. Stippich had no concerns with the subject parcel.
4. 96 CEG/CEVSH (Lynn Shreve, 26 Oct 12). CEVSH has no concerns with combining the two easements into one real estate lease agreement.
5. 96 TW/SEG (Bradley Bien, 19 Oct 12). There were no known safety concerns with the subject parcel.
6. 96 CEG/CEVCE (Timothy Langley, 24 Oct 12). Mr. Langley had no concerns with the subject parcel.
7. 96 CEG/CEVR (Leon Johnson, 29 Oct 12). Mr. Johnson said he had no concerns with the subject parcel.
8. 96 CEG/CEVCE (Russell Brown, 24 Oct 12). Mr. Brown had no concerns with the subject parcel.



**Monitoring Station at Entrance of Landfill**

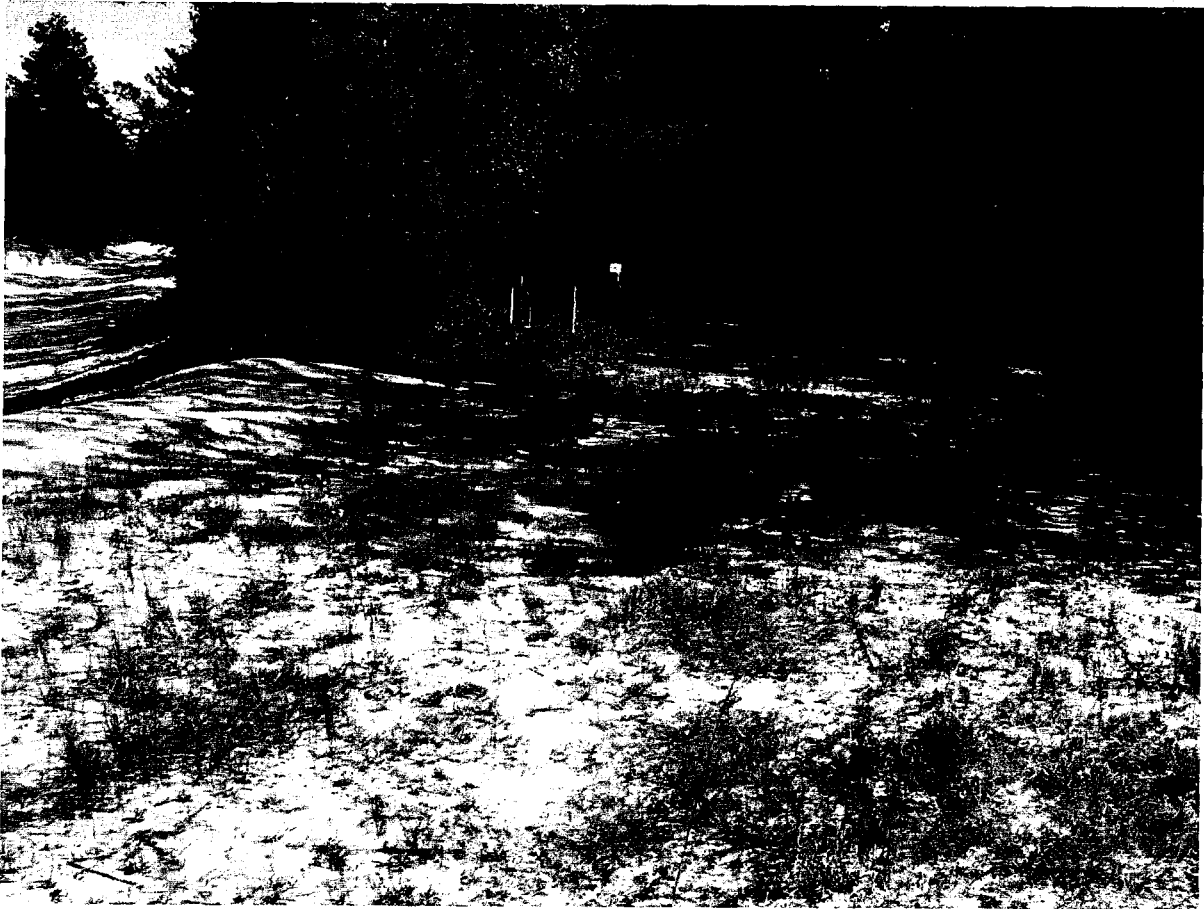


**North Entrance of Landfill**





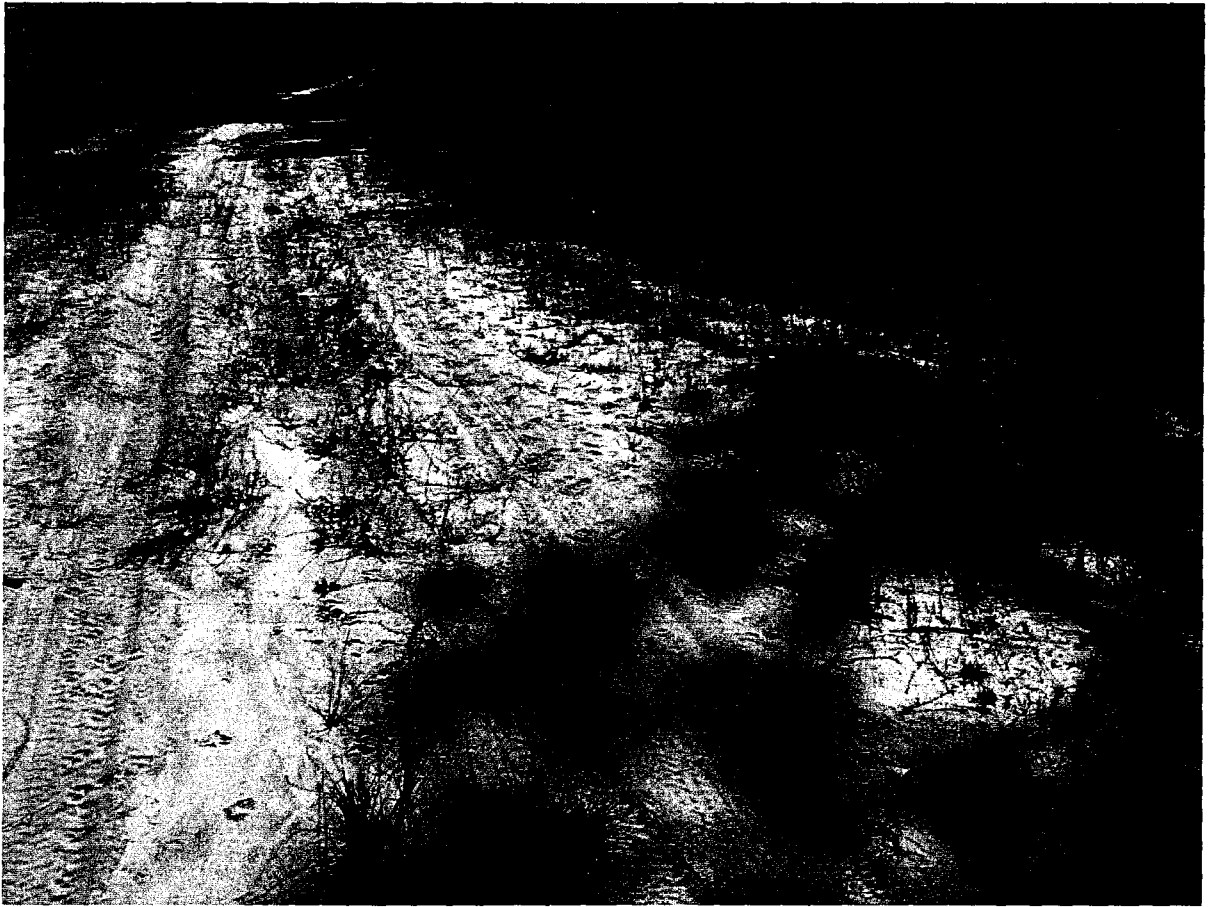
**East Side of Entrance**



**West Side of Landfill 1**



**West Side of Landfill 2**



**South Side of Landfill 1**



**South Side of Landfill 2**



**Southeast Corner of Landfill**

**CERTIFICATE OF COVERAGE**

ISSUED ON: 10/4/2012

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: **PX FL1 0461046 12-03**

COVERAGE PERIOD: **10/1/2012 TO 10/1/2013 12:01 AM**

**COVERAGES:** This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder  
**The United States of America acting by and through the Secretary of the Air Force**  
 Department of the Air Force 96th Civil Engineering Squadron  
 501 DeLeon Street, Suite 101  
 Eglin, AFB, FL 32542

*Designated Member*  
**Okaloosa County BOCC**  
 601-A North Pearl Street  
 Crestview, FL 32526

**LIABILITY COVERAGE**  
**X Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury**  
 Limit \$1,000,000 / N/A \$100,000 SIR  
**Public Officials Liability**  
 Limit  
**Employment Practices Liability**  
 Limit  
**X Employee Benefits Liability**  
 Limit \$1,000,000 / N/A \$100,000 SIR  
**X Law Enforcement Liability**  
 Limit \$1,000,000 \$100,000 SIR

**WORKERS' COMPENSATION COVERAGE**  
**X Self Insured Workers' Compensation**  
 \$350,000 Self Insured Retention  
**X Statutory Workers' Compensation**  
**X Employers Liability**  
 \$1,000,000 Each Accident  
 \$1,000,000 By Disease  
 \$1,000,000 Aggregate Disease

**PROPERTY COVERAGE**  
**Buildings & Personal Property**  
 Limit  
*Note: See coverage agreement for details on wind, flood, and other deductibles.*  
**Rented, Borrowed and Leased Equipment**  
 Limit  
**All other Inland Marine**  
 Limit

**AUTOMOBILE COVERAGE**  
**Automobile Liability**  
 Limit \$1,000,000 \$50,000 SIR  
**X All Owned**  
 Specifically Described Autos  
**X Hired Autos**  
**X Non-Owned Autos**  
**Automobile Physical Damage**  
**X Comprehensive See Schedule for Deductible**  
**X Collision See Schedule for Deductible**  
**X Hired Auto with limit of \$35,000**  
**Garage Keepers**  
 Liability Limit  
 Liability Deductible  
 Comprehensive Deductible  
 Collision Deductible

NOTE: The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of the loss.

**Description of Operations/ Locations/ Vehicles/Special items:**

Auto Liability coverages is provided on an "any auto" basis. Waiver of subrogation is granted with regard to Certificate Holder for the lease agreement. Certificate Holder is Additional Covered party per the attached PGIT 902 as respects to this lease agreement.

*This section completed by member's agent, who bears complete responsibility and liability for its accuracy.*

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator  
**Public Risk Underwriters@**  
**P.O. Box 958455**  
**Lake Mary, FL 32795-8455**

Producer  
**Public Risk Insurance Agency**  
**P. O. Box 2416**  
**Daytona Beach, FL 32115**

CANCELLATIONS SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

*William Zimm*

AUTHOR

# PUBLIC ENTITY

## AUTOMATIC ADDITIONAL COVERED PARTIES

**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.**

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT 300**, the **GENERAL LIABILITY COVERAGE FORM, PGIT 200** and the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT 104**

Where indicated by (x) below, coverage applies to the person(s) or organization(s) as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

X **ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT**  
**SECTION I - WHO IS A COVERED PARTY**

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written "insured contract" to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of your operations, "your work" or facilities owned or used by you.

The coverage afforded to the Additional Covered Party does not apply:

- (1) Unless the written "insured contract", agreement or permit was executed prior to the "bodily injury," "property damage," "personal injury" or "advertising injury;"
- (2) To any person(s) or organization(s) included as a Covered Party under this coverage agreement or by an endorsement made part of this coverage agreement.

X **ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT**  
**SECTION II - WHO IS A COVERED PARTY**

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written equipment lease or rental agreement to name as a Covered Party, but only with respect to liability arising out of the sole negligence of the Covered Party, and only while such equipment is in the care, custody or control of the Covered Party, or any employee or agent of the Covered Party.

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to lease or rent the equipment;
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
  - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
  - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.



X

**ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES  
SECTION II - WHO IS A COVERED PARTY**

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written agreement to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of the "premises" leased to you by such person(s) or organization(s).

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to be a tenant in that "premises";
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
  - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
  - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

**Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of the Covered Party's sovereign immunity nor shall any provision of this agreement increase the liability of the covered party, or the sums for which the covered party may be liable, beyond the limits provided in §768.28, Florida Statutes.**

## ENVIRONMENTAL USE RESTRICTIONS

Due to changing environmental conditions and/or regulations, the assigned Categorical Exclusion (CATEX) 19 for this proposed action will expire 24 September 2017 (five years from the AF Form 813 signature date). If the proposed action is not implemented within five years, a new AF Form 813 must be submitted.

Grantee must coordinate with Eglin Natural Resources prior to any ground disturbing activities (i.e. new well) for protected species surveys. Contact Kathy Gault, 96 CEG/CEVSN, (850) 883-1145 or Bruce Hagedorn, 96 CEG/CEVSN, (850) 882-8421.

Grantee must coordinate with Eglin Natural Resources Forestry Section prior to any tree removal as trees may be merchantable. Contact Al Sutsko, 96 CEG/CEVSNF, (850) 883-1129 or Scott Hassell, 96 CEG/CEVSNF, (850) 883-1126.

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

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. Contact the Civil Engineering Customer Service Desk at (850) 882-8347. Grantee must coordinate Dig Permit through AAC/SEU, Range Safety, (850) 882-7358.

Grantee is required to obtain approval from the Installation Spectrum Manager prior to the installation and use of all remote monitoring equipment or potential sources of radio frequency. Contact Joseph Giangrosso, 96 CS/SCXF, (850) 882-4416.

Grantee is required to obtain a Northwest Florida Water Management District permit in the event wells are abandoned and no longer needed for assessment purposes.

Grantee is required to repair any damage done in accessing and drilling new wells and maintenance of any infrastructure needed for future access.

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