

DEPARTMENT OF THE AIR FORCE GRANT OF RIGHT-OF-WAY TO *(Name Of Grantee)* FOR PROPERTY
LOCATED ON *Scott Air Force Base*

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DEPARTMENT OF THE AIR FORCE
GRANT OF RIGHT-OF-WAY
To *(Name Of Grantee)*
FOR PROPERTY LOCATED ON
Scott Air Force Base

PREAMBLE

THE SECRETARY OF THE AIR FORCE, hereinafter referred to as “Grantor”, acting under the authority of 10 U.S.C. § 2688, hereby grants to *(name of Grantee)*, hereinafter referred to as “Grantee”, a corporation organized and doing business under the laws of the State of *Illinois*, a Right-of-Way for operation of a utility system for the treatment and supply of water at *Scott Air Force Base* (hereinafter referred to as “Installation”), the areal extent of which Right-of-Way is identified in **EXHIBITS A and B**, both attached hereto and made a part hereof, hereinafter referred to as the “Premises”. While the Premises contain the utility system, the utility system is not part of the Premises; the utility system is the property of Grantee. Grantor and Grantee, when referred to together, are hereinafter referred to as the “Parties”, and may be referred to in the singular as a “Party”. For purposes of this Right-of-Way, Grantor includes the United States Government and the Department of the Air Force. This Right-of-Way grants to

Grantee the right and privilege to operate its utility system located on the Installation, including construction, installation, repair, and maintenance of its system.

THIS RIGHT-OF-WAY is granted subject to the following conditions.

BASIC TERMS

1. TERM

1.0. This Right-of-Way shall be effective beginning on _____, 200_, and shall remain in effect for a period of *fifty (50)* years, unless sooner terminated by Grantor or by abandonment. At the end of its full term, this Right-of-Way may, upon the written request of Grantee and at the discretion of Grantor, be renewed for an additional period, not to exceed its original term, subject to agreement between the Parties on the payment of consideration at least equal to the consideration required by law at the time of renewal. Grantor has complete discretion in granting a renewal and can consider, by way of example and not by way of limitation, the past practices of Grantee on the Installation, the timeliness of Grantee's request for renewal relative to requests by other entities for similar Rights-of-Way, and the changing utilities requirements of the Government. The obligations of Grantee, including those regarding remediation of environmental contamination and removal of structures, facilities, and equipment installed or owned by Grantee, shall remain in effect after the expiration, termination, or abandonment of this Right-of-Way unless otherwise agreed to by the Parties; Grantor shall allow Grantee reasonable access to the Premises to fulfill these obligations.

2. CONSIDERATION AND COSTS

2.1. Grantee shall pay to Grantor consideration at least equal to the fair market value of this Right-of-Way; that consideration is included in the Bill of Sale for the utility system of even date with this Right-of-Way.

2.2. The use, operation, and occupation of the Premises pursuant to this Right-of-Way shall be without cost or expense to the Department of the Air Force, except as may

be specifically provided otherwise herein. To the extent such recovery is independent of this Right-of-Way, nothing in this Condition 2.2 abrogates any right to recover costs or expenses that arise pursuant to other contractual relationships between Grantor and Grantee, in their capacities under such independent contractual relationships.

3. CORRESPONDENCE

3.0. All correspondence to be sent and notices to be given pursuant to this Right-of-Way shall be addressed, if to Grantor, to *375 CE/CEO, 701 Hanger Road, Scott AFB, IL, 62225*, and, if to Grantee, to *(insert Grantee's address)*, 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.

4. ACCESS

4.1. The use, operation, and occupation of the Premises are subject to the general supervision and control of the Installation's 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 operation, construction, installation, repair, and maintenance of a utility system and the provision of utility services 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 Right-of-

Way 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 Right-of-Way. Violation of any such regulations, orders, or conditions may result in the termination of this Right-of-Way. 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 Right-of-Way.

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 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 ninety (90) days after any aforesaid notice, the Grantor may cause the same to be done. Condition 2.2 notwithstanding, any removal or relocation of Grantee's property at the direction of the Grantor under this Condition 4.3 shall be at Grantor's expense.

4.4. Grantee further recognizes that the operation, construction, installation, repair, and maintenance of the utility system on the Installation may be subject to requirements and approvals not ordinarily imposed by civilian authorities, including, but not limited to, compliance with the National Environmental Policy Act of 1969, as implemented. Grantee agrees to abide by all applicable regulations and to obtain all required approvals as specified in this Right-of-Way or as directed by said officer.

4.5. Utility poles, buried conduits, pipes, tubes, wires, and other utility systems and pieces of equipment on the Installation may be the property of a non-federal entity. In that case, use of those poles, conduits, pipes, tubes, wires, or other utility systems and pieces of equipment will be subject to separate agreement between Grantee and the owner of the poles, conduits, pipes, tubes, wires, or other utility systems and pieces of

equipment. Access will still be governed by this Right-of-Way but may also be subject to conditions, including payment of a fee, required by the owner of the poles, conduits, pipes, tubes, wires, or other utility systems and pieces of equipment.

4.6. Grantor may, during the term of this Right-of-Way, sell existing poles, conduits, pipes, tubes, wires, or other utility systems and pieces of equipment to a private or public entity. In such an event, Grantee's rights under this Right-of-Way will not extend to disturbing or damaging the property of other entities who also hold grants of rights-of-way on the Installation, and any operation, construction, installation, repair, or maintenance by Grantee that disturbs or damages the property of such other entities shall be the responsibility of Grantee and Grantee shall be liable to such other entities for any disturbance or damage to their property caused by Grantee's actions.

5. TERMINATION

5.1. This Right-of-Way may be terminated, in whole or in part, by the Grantor for (1) failure to comply with the terms of the Right-of-Way as determined under Condition 6, or (2) abandonment. This Right-of-Way shall terminate without further action or notice on the part of the Parties if Grantee abandons its rights and privileges under this Right-of-Way; abandonment shall occur if Grantee fails to utilize the Premises, or any part of them, to provide services to customers for a period of one year; given good cause, Grantor may, on a case by case basis, extend this one year period. Abandonment of a part of the Premises shall only apply to that part of the Premises abandoned. Subject to Condition 2.2, any termination in accordance with this Condition 5 shall not create any liability on the part of Grantor for Grantee's capital costs, anticipated profits or fees, and costs of construction, installation, maintenance, upgrade, and removal of facilities, and such costs and anticipated profits or fees will not be recoverable from Grantor under this Right-of-Way.

5.2. This Right-of-Way does not guarantee that the Installation will remain open or active at its current level. The number of potential customers may change from time to time depending on military requirements. Such change is part of the risk Grantee assumes. Subject to Condition 2.2, this Right-of-Way is not exclusive in that Grantor

may also grant like rights and privileges to others, including Grantee's competitors. Closure of the Installation, reduction in the level of activity at the Installation, change in the number of potential customers, Grantor's granting like rights and privileges to others including Grantee's competitors, and Grantor's allowing alternative forms of utility service will not constitute termination of this Right-of-Way for convenience of the Grantor and, subject to Condition 2.2, creates absolutely no obligation on the part of Grantor under this Right-of-Way to reimburse Grantee for any capital costs, anticipated profits or fees, or costs of operation, construction, installation, maintenance, upgrade, and removal of facilities. Grantee acknowledges that it is solely responsible for all such costs and anticipated profits or fees and that such costs and anticipated profits or fees will not be recoverable from Grantor under this Right-of-Way.

6. DEFAULT

6.1. The following shall constitute a default and breach of this Right-of-Way by the Grantee: The failure to comply with any provision of this Right-of-Way, where such failure to comply continues for ten (10) days after delivery of written notice thereof by the Grantor to the Grantee. If, however, the time required to return to compliance exceeds the ten (10) day period, the Grantee shall not be deemed to be in default or breach if the Grantee within such period shall begin the actions necessary to bring it into compliance with the Right-of-Way in accordance with a compliance schedule acceptable to the Grantor.

6.2. In the event of any default or breach of this Right-of-Way by the Grantee, the Secretary of the Air Force may terminate this Right-of-Way at any time after expiration of the time required to return to compliance provided for in Condition 6.1 upon written notice of the termination to the Grantee. The termination notice shall be effective as of a day to be specified therein, which shall be at least seven (7) but not more than thirty (30) days after its receipt by the Grantee.

6.3 Termination for default under this Condition 6 extends only to termination of this Right-of-Way and does not constitute cancellation of the Bill of Sale for the utility

system of even date with this Right-of-Way, except to the extent this Right-of-Way is a part of said Bill of Sale.

OPERATION OF THE PREMISES

7. CONDITION OF PREMISES

7.0. Grantee has inspected and knows the condition of the Premises. Subject to Condition 15, 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 Right-of-Way.

8. PROTECTION OF PREMISES

8.0. As regards 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. AIR FORCE PROPERTY

9.1. Any interference with the use of or damage to property under control of the Department of the Air Force, including uses described in Condition 9.2, 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.

9.2. Grantor has property installed on or attached to the property of Grantee, including Grantee's poles, conduits, pipes, ductbanks, tubes, towers, buildings, structures, or other utility systems and pieces of equipment. Grantor retains and reserves the right, at no cost to itself, to continue to use the property of Grantee, without damaging it, to support such installed or attached property, including the right of Grantor, at no cost to Grantee, to maintain, repair, operate, upgrade, and replace such installed or attached property. Grantor shall provide reasonable notice to Grantee before engaging in any such maintenance, repair, upgrade, or replacement. Any upgrade or replacement of such installed or attached property shall comply with any safety regulations imposed by public authority upon Grantee and applicable to Grantee's property upon which Grantor's property is installed or attached. In the case of multiple use ductbanks, those ducts identified by Grantor in **EXHIBIT B** as being reserved for current or future Grantor use shall remain for the use of Grantor in accordance with this Condition 9.

10. RESTORATION OF PREMISES

10.0. Condition 9.2 notwithstanding, on or before (or, in the case of abandonment, after) the date of expiration of this Right-of-Way or its cancellation by agreement of Grantor and Grantee or its termination by the Secretary of the Air Force, Grantee shall vacate the Premises, remove its property therefrom, and restore the Premises to their original condition without expense to the United States. Such restoration shall include, if applicable, removal of contamination caused by Grantee. Grantor may, in its sole and absolute discretion, consent to Grantee abandoning all or part of its utility system on the Installation, but such consent must be unequivocal and in

writing: Provided, however, that any buried conduits, pipes, ductbanks, tubes, or wires, the nature, location, and depth of which are known to Grantee and shown on Grantee's records in accordance with Condition 11.4, and which neither contain an environmental contaminant nor pose an environmental or safety hazard, may be abandoned with Grantor's consent, which consent shall not be unreasonably withheld.

11. ALTERATION OF PREMISES

11.1. No additions to or alterations of the Premises shall be made without the prior written approval of said officer. Approval by Grantor will not be unreasonably withheld. Said officer may in his discretion grant blanket approvals in advance for certain specified categories of work. Any and all operations, construction, installation, repair, and maintenance activity of any type whatsoever must comply with this Right-of-Way and with its **Attachment 1**, attached hereto and made a part hereof.

11.1.1. Grantee may, after obtaining prior written approval of said officer, change the capacity of the utility system on the Premises but such change must be solely to better serve the Installation.

11.1.2. Should Grantee desire to change the capacity of the utility system on the Premises other than for the sole purpose of better serving the Installation, or to extend the utility system on the Installation but off the Premises, Grantor must first consent through an amendment of this Right-of-Way in accordance with Condition 27. Grantor has no obligation to consent to such an amendment and may require, in addition to other requirements, additional consideration.

11.2. Grantee shall neither place nor display advertising of any kind whatsoever on the Premises nor on its property located on the Premises, nor suffer any advertising of any kind whatsoever to be placed on its property located on the Premises. Reasonable markings on Grantee's property, including vehicles, for the purpose of identifying it as Grantee's property are not prohibited.

11.3. If Grantee's property located on the Premises intrudes into airspace subject to regulation under the Federal Aviation Regulations or their Air Force counterparts, such

property shall be operated, constructed, installed, repaired, and maintained in conformance with such regulations.

11.4. Grantee shall maintain records showing the locations and nature of its property on the Premises. Such records shall be kept current by Grantee. Grantee shall, at no cost to the Grantor, provide Grantor a copy of these records, as well as current updates upon request of said officer. For purposes of work upon the Premises by other than Grantee, upon request by Grantor, Grantee shall mark the actual location of its property within a time and in a manner acceptable to said officer. The time specified by said officer will be reasonable given the circumstances of the need of Grantor.

12. COSTS OF SERVICES

12.0. As regards 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. The Air Force may, if its capabilities permit, consent to provide certain of these services to Grantee on a reimbursable basis.

ENVIRONMENT

13. ENVIRONMENTAL COMPLIANCE

13.0. In its activities under this Right-of-Way, 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.

14. ASBESTOS AND LEAD-BASED PAINT

14.1. Grantee will not make any improvements or engage in any construction on the Premises which contain asbestos-containing material (ACM), without prior approval of said officer; any such improvements or construction shall be done in compliance with all applicable Federal, state, interstate, and local laws and regulations governing ACM. Grantee is responsible for monitoring the condition of its property containing ACM on any portion of the Premises for deterioration or damage. Grantee is responsible, at its expense, for remediation of any ACM contained on or in its property which is disturbed or damaged by Grantee or is deteriorated and of any ACM on the Premises which is disturbed or damaged by Grantee during the term of this Right-of-Way.

14.2. Grantee will test any painted surface to be affected by any of its operation, construction, installation, repair, or maintenance activities to determine if the paint is lead-based and will handle that surface in compliance with all applicable laws and regulations and at Grantee's expense.

15. SAFETY AND HAZARDOUS WASTE DISPOSAL

15.1. 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. As between the Parties, 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.

15.2. 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.

16. HISTORIC PRESERVATION

16.0. 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.

17. INSTALLATION RESTORATION PROGRAM

17.1. If the Installation has not been listed on the National Priorities List (NPL) under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, at the time this Right-of-Way is granted, but is listed subsequent to the granting of this Right-of-Way, Grantor will provide Grantee with a copy of any Federal Facility Agreement (FFA) that is entered into between Grantor and the U.S. Environmental Protection Agency (USEPA), along with any amendments to the FFA when they become effective.

17.2. If the Installation has been listed on the NPL at the time this Right-of-Way is granted but no FFA has been entered into, Grantor will provide Grantee with a copy of any FFA subsequently entered into along with any amendments to the FFA when they become effective.

17.3. If the Installation has been listed on the NPL at the time this Right-of-Way is granted and an FFA has been entered into, Grantee acknowledges that Grantor has provided it with a copy of the FFA, with current amendments; Grantor will provide Grantee with a copy of any subsequent amendments thereto.

18. ACCESS FOR RESTORATION

18.1. Nothing in this Right-of-Way shall be interpreted as interfering with or otherwise limiting the right of Grantor and its duly authorized officers, employees,

contractors of any tier, agents, and invitees to enter upon the Premises for the purposes enumerated in Condition 18.3 and for such other purposes as are consistent with the provisions of an FFA or required to implement the Installation Restoration Program (IRP) conducted under the provisions of 10 U.S.C. § 2701, et seq. Grantee will provide reasonable assistance to Grantor to ensure Grantor's activities under this Condition 18 do not damage Grantee's property on the Premises.

18.2. The USEPA and State of *Illinois*, including their subordinate political units, and their duly authorized officers, employees, contractors of any tier, and agents have the right, upon reasonable notice to Grantee and with Grantor's consent, to enter upon the Premises for the purposes enumerated in Condition 18.3 and for such other purposes as are consistent with the provisions of an FFA. Grantee will provide reasonable assistance to USEPA and the State to ensure their activities under this Condition 18 do not damage Grantee's property on the Premises.

18.3. Purposes:

18.3.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the IRP or an FFA;

18.3.2. To inspect field activities of the Air Force and its contractors of any tier in implementing the IRP or an FFA;

18.3.3. To conduct any test or survey required by the USEPA or the State relating to the implementation of an FFA or environmental conditions on the Premises or to verify any data submitted to the USEPA or the State by the Air Force relating to such conditions; or,

18.3.4. To conduct, operate, maintain, or undertake any other response or remedial action as required under or necessitated by the IRP or an FFA, including, but not limited to, monitoring wells, pumping wells, and treatment facilities.

19. ENVIRONMENTAL BASELINE

19.0. If Grantor determines that an Environmental Baseline Survey (EBS) is required for this Right-of-Way, in accordance with Grantor's standards and requirements,

it shall prepare an EBS documenting the known history of the property with regard to the storage, release, or disposal of hazardous substances thereon, and that EBS shall be attached hereto, or incorporated by reference, and made a part hereof as **EXHIBIT C**. If such an EBS is prepared, upon expiration, termination, or abandonment of this Right-of-Way, another EBS shall be prepared by Grantor, in accordance with Grantor's standards and requirements, which will document the environmental condition of the property at the end of Grantee's use of the Premises. That EBS shall be attached hereto, or incorporated by reference, and made a part hereof as an Exhibit. The findings of the two EBSs shall be used in settling factual aspects of claims for restoration of the Premises. Grantee is responsible for the costs of any environmental restoration necessitated as a result of its use of the Premises.

CHANGES IN OWNERSHIP OR CONTROL

20. TRANSFER, ASSIGNMENT, LEASING, OR DISPOSAL

20.1. 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 20 as "transfer"), this Right-of-Way or any interest therein or any property on the Premises, or otherwise create any interest therein, without the prior written consent of said officer. Such consent shall not be unreasonably withheld or delayed, subject to the provisions of Conditions 20.2 through 20.4.

20.2. Any transfer by Grantee shall be subject to all of the terms and conditions of this Right-of-Way and shall terminate immediately upon the expiration or any earlier termination of this Right-of-Way, without any liability on the part of Grantor to Grantee or any transferee. Under any transfer made, with or without consent, the transferee shall be deemed to have assumed all of the obligations of Grantee under this Right-of-Way. No transfer shall relieve Grantee of any of its obligations hereunder, except, in the case of an assignment, if Grantor explicitly agrees to relieve Grantee of its obligations

hereunder; provided, however, that in the case of an assignment, Grantor may, in its sole discretion, withhold consent to the assignment.

20.3. Grantee shall furnish said officer, for his prior written consent, a copy of each transfer Grantee proposes to execute. Such consent by said officer may include the requirement to delete, add, or change provisions in the transfer instrument as Grantor shall deem necessary to protect its interests. Consent to or rejection of any transfer shall not be taken or construed to alter, diminish, or enlarge any of the rights or obligations of either of the Parties under this Right-of-Way, nor form a basis for any cause of action against or liability of Grantor.

20.4. Any transfer instrument must expressly provide that—(1) the transfer and transferee are subject to all of the terms and conditions of this Right-of-Way; (2) the transfer shall terminate with the expiration or earlier termination of this Right-of-Way; and (3) in case of any conflict between this Right-of-Way and the transfer instrument, this Right-of-Way shall control. A copy of this Right-of-Way must be attached to the transfer instrument.

21. LIENS AND MORTGAGES

21.0. 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 Right-of-Way. On the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced, any such mortgage, encumbrance, or lien shall be deemed to be a violation of this Condition 21 and constitute a failure to comply with the terms of the Right-of-Way.

22. OTHER GRANTS OF ACCESS

22.1. This Right-of-Way 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. However, any such

additional easements, rights-of-way, leases, permits, licenses, or uses shall not be inconsistent with the Grantee's use of the Premises under this Right-of-Way.

22.2. For those areas identified in **EXHIBIT B.3**, Grantor shall not grant any additional easements, rights-of-way, leases, permits, licenses, or other access. Grantor recognizes that these areas require restricted access and Grantee may take appropriate action to prevent unauthorized access to such areas. This Condition 22.2 will only apply to access by others than Grantor and will not limit any right of access by public authorities charged with the regulation of Grantee's activities or law enforcement.

23. REAL PROPERTY ACCOUNTABILITY

23.0. Grantor may transfer real property accountability for the Premises to another federal agency. In such event, the federal agency assuming real property accountability will stand in the place of and become Grantor without altering, diminishing, or enlarging the rights and obligations of either Grantor or Grantee under this Right-of-Way.

24. REPORTING

24.0. This Right-of-Way is not subject to 10 U.S.C. § 2662.

GENERAL PROVISIONS

25. COMPLIANCE WITH 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 operate its utility system. 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 Right-of-Way shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this Right-of-Way.

27. AMENDMENTS

27.0. This Right-of-Way may only be modified or amended by the written agreement of the Parties, duly signed by their authorized representatives.

28. LIABILITY

28.1. 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 Right-of-Way. Grantee shall, at its expense, pay any settlements of or judgments on claims arising out of its use of the Premises.

28.2. 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, whether tortious, contractual, or other, except to the extent such claim or charge is cognizable under the Federal Tort Claims Act, or, in regard to indemnification, to the extent Grantee is prohibited from doing so by Federal or state law.

29. INSURANCE

29.1. This Condition 29 shall only apply during those periods when Grantee has no service contract to provide utility service to the Installation; provided, however, that such service contract contains essentially the same requirements for insurance as this Condition 29 and such service contract utilizes all the Premises granted by this Right-of-

Way. Self-insurance shall not be permitted under this Right-of-Way during those periods when Grantee has no service contract to provide utility service to the Installation.

29.2. During the entire period this Right-of-Way shall be in effect, the Grantee, at no expense to the Grantor, shall carry and maintain and require its contractors of any tier performing work on the Premises to carry and maintain—

29.2.1. Comprehensive general liability insurance on an “occurrence basis” against claims for “personal injury,” including without limitation, bodily injury, death, or property damage, occurring upon, in, or about the Premises including any buildings thereon and adjoining sidewalks, streets, and passageways, such insurance to afford immediate minimum protection at all times during the term of this Right-of-Way, with limits of liability in amounts approved from time to time by Grantor, but not less than ONE MILLION DOLLARS (\$1,000,000) in the event of bodily injury and death to any one or more persons in one accident, and not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for property damage. Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of Grantee by any invitee or any other person or organization, or involving any owned, non-owned, or hired automotive equipment in connection with Grantee's activities.

29.2.2. If and to the extent required by law, workers' compensation and employer's liability or similar insurance in form and amounts required by law.

29.3. All policies of insurance which this Right-of-Way requires Grantee to carry and maintain or cause to be carried or maintained pursuant to this Condition 29 shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this Right-of-Way, issued by insurers of recognized responsibility. All such policies of insurance shall be for the mutual benefit of Grantor and Grantee. Each such policy shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Grantee or Grantor or any other person; provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by Grantor of written notice thereof; provide that the insurer shall have no right of subrogation against Grantor; and be reasonably satisfactory to Grantor in all other respects. In no circumstances will

Grantee be entitled to assign to any third party rights of action which Grantee may have against Grantor. The foregoing notwithstanding, any cancellation of insurance coverage based on nonpayment of the premium shall be effective after fifteen (15) days written notice to Grantor. Grantee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by Grantee under this Condition 29 will constitute a failure to comply with the terms of the Right-of-Way.

29.4. Grantee shall deliver or cause to be delivered upon execution of this Right-of-Way (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Condition 29) to Grantor a certificate of insurance evidencing the insurance required by this Right-of-Way.

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. Nevertheless, it is understood that the Parties may enter into a utility service contract which will require use of the utility system located on the Premises; while that contract may not address the use of the Premises, it may require Grantee to use the Premises to operate its utility system in order to perform the contract service.

31. CONDITION AND PARAGRAPH HEADINGS

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

32. RESERVED

32.0. Reserved.

IN WITNESS whereof, I have hereunto set my hand by authority of the Secretary of the Air Force, this _____ day of _____, 200_.

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

BY: _____

This Right-of-Way is also executed by Grantee this _____ day of _____, 200_.

(Name of Organization)

(Title)

ATTACHMENTS**ATTACHMENT 1**

Any approval by said officer required by this Attachment may, in said officer's discretion, be granted in advance and on a blanket basis.

A. Personnel

Grantee shall employ, directly or by contract, competent supervisory, administrative, and direct labor personnel to accomplish the work performed on the Premises. Grantee shall not knowingly hire off-duty Air Force engineering personnel or any other person whose employment would result in a conflict of interest or would otherwise violate The Joint Ethics Regulation, DoD Directive 5500.7-R. When speaking, understanding, and reading safety, security, health, and environmental warnings are an integral part of the duties of Grantee's personnel, Grantee shall only utilize personnel on the Premises who can fluently speak, understand, and read the English language. Grantee shall conduct all of its business on the Installation in a professional and courteous manner. Grantee's employees shall present a neat appearance and be readily recognizable as Grantee's employees. All vehicles of Grantee, while on the Installation, shall be readily identifiable as belonging to Grantee.

B. Work Standards

Grantee shall construct, install, repair, and maintain its property, including equipment, in a safe, thorough, and reliable manner and in conformance with applicable federal regulations and national professional codes. If Grantee owns or operates a utility system off the Premises but connected to the utility system on the Premises, it will apply at a minimum the same standards of construction, installation, repair, and maintenance it applies to its system off the Premises to its system on the Premises.

C. Excavations

Grantee shall obtain a written excavation permit from said officer before commencing any digging or excavation on the Installation; the excavation permit will contain requirements normally applied to similar excavation work on the installation. Said officer will notify Grantee as to reasonable time periods for applying for an excavation permit. In close proximity to other utility systems, Grantee shall excavate by hand to preclude accidental interruption of services, equipment damage, and injury to workers. Excavated areas shall be backfilled to the original density and grade. Open excavations shall be barricaded when Grantee's personnel are not present in the immediate vicinity of the work site. Open excavations at the completion of the workday shall be adequately covered to prevent accidents and access by children. When cutting pavements, traffic shall be maintained over at least half the width of the pavement, unless otherwise directed by said officer. Traffic barricades and warning lights to mark the excavation shall be provided by Grantee. The restored pavement shall be equal to or better than the original pavement.

D. Communications Equipment and Foreign Object Damage

Prior to operating communications devices on the Installation, Grantee shall obtain the approval of said officer as to frequency use. Grantee shall comply with the Installation's foreign object damage prevention program whenever it engages in activities on or around the flightlines or runways.

E. Dust Control

Grantee shall maintain all excavations, embankments, stockpiles, access roads, and all other work areas free from excess dust to avoid causing a hazard or nuisance to base personnel and surrounding facilities. Dust control shall be performed as the work proceeds and whenever dust nuisance or hazard occurs.

F. Lawn Areas

Lawn areas rutted by equipment or otherwise damaged shall be leveled by the addition of topsoil or otherwise repaired by tilling and leveling. These areas shall be resodded or seeded and fertilized to match the existing vegetation or the vegetation that existed before damage. Sod, seed, and fertilizer types and mixtures will be approved by said officer.

G. Plant Control

After obtaining the prior permission of said officer, Grantee may trim or remove plants and trees that pose a potential hazard to its utility system. In those areas where the plants or trees contribute to historic or esthetic values and trimming or removing them would be destructive of those values, Grantee may be prohibited from trimming or removing them. In all instances, plants or trees listed as threatened or endangered under applicable federal, state, interstate, or local law will not be harmed by the activities of Grantee.

H. Cleanup

After the work is completed, the work site shall be returned to its original state.

EXHIBITS**EXHIBIT A—MAP OF PREMISES**

Maps of the utility system are available at Scott AFB in the technical library set up for this procurement. Copies of appropriate drawings will be provided during the site visit. The map or maps are to be considered as this Exhibit A, and show the known locations of the utility system. Portions of the utility system may not be fully shown on the map or maps. Any such failure to show the complete utility system on the map or maps shall not be interpreted as that part of the utility system being outside the Premises. The Premises are co-extensive with the entire linear extent of the utility system sold to Grantee, whether or not precisely shown on the map or maps attached hereto as this Exhibit A.

EXHIBIT B—DESCRIPTION OF PREMISES

B.1. General Description of the Utility System, Lateral Extent of the Right-of-Way, and Points of Demarcation:

UTILITY SYSTEM DESCRIPTION:

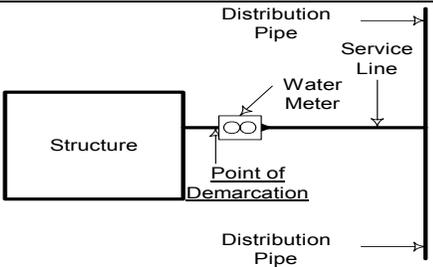
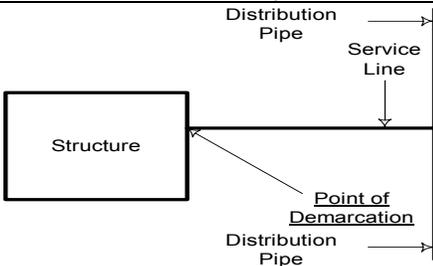
The utility system may be composed of, without limitation, wells, well pumps, supporting emergency generator sets, water treatment equipment, valves, fire hydrants, water distribution mains, meters, booster station pumps, storage tanks, reservoirs, all related electrical controls, and computer hardware and software used to operate and control the production and delivery of water to end users on the Installation.

LATERAL EXTENT OF UTILITY SYSTEM RIGHT-OF-WAY:

For pipe sizes of 24 inches in diameter or less, 26-foot-wide, extending 13 feet on each side of the utility system, as installed.
 For pipe sizes greater than 24 inches in diameter, 50-foot-wide, extending 25 feet on each side of the utility system, as installed.

UTILITY SYSTEM POINTS OF DEMARCATION:

The point of demarcation is defined as the point on the utility system where ownership changes from the utility system owner to the facility owner. The table below identifies the type and general location of the point of demarcation with respect to the facility for each scenario.

Point of Demarcation (POD)	Applicable Scenario	Sketch
POD is at the water meter, backflow device, or valve (closest apparatus to the exterior of the structure).	Water meter, backflow device, or valve is located on the service line entering the structure within 25 feet of the exterior of the structure.	 <p>The sketch shows a rectangular structure on the left. A horizontal line representing the service line extends from the structure to the right. On this line, there is a circular symbol representing a water meter. A vertical line representing the distribution pipe is on the far right. Arrows point to the 'Distribution Pipe', 'Service Line', 'Water Meter', and 'Point of Demarcation' (located at the water meter).</p>
POD is where the service line enters the structure.	No water meter, backflow device, or valve exists on the service line entering the structure. Service valve may be within 25 feet of the structure at any time. Down stream side of the service valve will become the new point of demarcation.	 <p>The sketch shows a rectangular structure on the left. A horizontal line representing the service line extends from the structure to the right. On the far right, a vertical line represents the distribution pipe. An arrow points to the 'Point of Demarcation' at the junction where the service line enters the structure.</p>

Point of Demarcation (POD)	Applicable Scenario	Sketch
<p>If the fire suppression system has a storage tank, then the POD is located on the inlet side of the isolation valve or backflow prevention device closest to the storage tank. If no storage tank is present, the POD is located on the inlet side of the PIV or isolation valve closest to the fire suppression pumps.</p>	<p>Fire suppression system is provided flow and/or pressure by the potable water distribution system. These systems are typically dedicated to serving one facility or a small cluster of facilities.</p>	<p>None</p>
<p>POD is located on the inlet side of the PIV, isolation valve, or backflow prevention device closest to the fire suppression system.</p>	<p>Fire suppression system is connected to the potable water distribution system.</p>	<p>None</p>
<p>POD for irrigation systems is the inlet side of the backflow prevention device or isolation valve closest to the irrigation system.</p>	<p>Irrigation system is fed directly from potable water distribution system.</p>	<p>None</p>
<p>POD is the inlet side of the hose bib or water fountain assembly's connection to the service lateral.</p> <p>Note: A service valve may be installed within 25 feet of the hose bib or water fountain at any time. Once installed, the inlet side of the service valve becomes the new POD.</p>	<p>Drinking Fountains and Hose Bibs connected to the water distribution system (typically found at ball fields and outdoor recreation areas). <u>No valve is located on the lateral</u> providing water service to the drinking fountain or hose bib within 25 feet of these connections.</p>	<p>None</p>
<p>POD is the inlet side of the service valve.</p>	<p>Drinking Fountains and Hose Bibs connected to the water distribution system (typically found at ball fields and outdoor recreation areas). <u>Service valve is located on the lateral</u> providing water service to the drinking fountain or hose bib within 25 feet of these water use devices.</p>	<p>None</p>

Point of Demarcation (POD)	Applicable Scenario	Sketch
<p>POD is at the overhead service line's connection to the service entrance mast.</p> <p>Note: If an electric meter is present, or is to be installed, the owner of the electric distribution system on the installation is the owner and maintainer of the electric meter. The POD for the electric meter is at the water utility owner's conductors to the electric utility owner's conductors. This meter POD applies regardless of the location of the electric utility owner's meter. The water utility owner will own the service entrance mast, including the can.</p>	<p>Electric power is provided to a water facility via an <u>overhead</u> service drop. This configuration could be found at facilities dedicated to the water utility such as a water well, pump station, or water tower.</p>	<p>None</p>
<p>POD is at the transformer secondary terminal spade.</p> <p>Note: If an electric meter is present, or is to be installed, the owner of the electric distribution system on the installation is the owner and maintainer of the electric meter. The POD for the meter is at the water utility owner's conductors to the electric utility owner's conductors. This meter POD applies regardless of the location of the electric meters and transformers.</p>	<p>Electric power is provided to a water facility via an <u>underground</u> service connection. This configuration could be found at facilities dedicated to the water utility such as a water well, pump station, or water tower.</p>	<p>None</p>

UNIQUE POINTS OF DEMARCATION:

The following table lists anomalous points of demarcation that do not fit any of the above scenarios.

Building No.	Point of Demarcation (POD) Description
<p>12-inch transmission main feeding Scott AFB</p>	<p>The POD is the point where the pipe exits (downstream side) the Illinois-American meter vault located in the right-of-way on the east side of the Old Hwy 158, just outside Scott AFB's Belleville Gate and near the off-base VFW post, at the southwest corner of the base.</p>
<p>Mid American Pump Station Building 3167</p>	<p>This structure is to be disconnected from the water distribution system. It will not be privatized. The POD for this facility is the water service line (as shown above) that connects the structure to the distribution system. Note, however, this line shall be cut by the New Contractor and capped as noted under Section J3 of the RFP.</p>

16 inch Transmission Main feeding Scott AFB	The POD is the downstream side of the 16 inch valve on the tee from the 20 inch diameter Illinois American owned line beneath Hwy 161 approximately 5 to 6 miles west of the base. The valve is located on the north side of the highway.
Pump Station 39	The POD is the downstream side of the valve on the pump intake lines. The valve is located inside the pump station.
12 inch service lateral to the School located south west of the base on the east side of Highway 158.	The POD is the downstream side of the valve at the tap from the 20 inch line. The tap is on the south side of the 20 inch line and is located on the east side of Hwy 158.
Patriots' Landing meter vault connected to 16-inch transmission main feeding Scott AFB	The POD is the point where the 10-inch pipe enters (upstream side) the Scott AFB-owned meter vault. The 10-inch pipe taps off of the 16-inch transmission main entering the Base in the northwest corner of Patriots' Landing and running east and then north.
Patriots' Landing meter vault connected to 12-inch transmission main feeding Scott AFB	The POD is the point where the 10-inch pipe taps into the Illinois-American owned 12-inch transmission main that parallels Old Hwy 158. This point is located south of the Illinois-American meter vault located in the right-of-way on the east side of the Old Hwy 158, just outside Scott AFB's Belleville Gate and near the off-base VFW post.

B.2. General Description of the Areal Extent of the Utility System:

SCOTT AFB IL
AREAL EXTENT DESCRIPTION
WATER DISTRIBUTION
FINAL

The intent of this areal description is to give a general flow pattern of the potable water distribution system. Every line may not be mentioned. This description is based on drawings and other information provided by the base civil engineer office. Title of the primary drawing is used is: "AIR MOBILITY COMMAND, COMPREHENSIVE PLAN, BASE LAYOUT, TAB NO. C-1, 10 OCT 96, REV. 6 MAR 02". The areal description is intended to stand-alone but due to the multiple references to streets and buildings, access to the drawings or the AutoCAD file will facilitate in following the general distribution pattern.

Excluded from privatization are the American-Illinois owned lines and meters. Also excluded are irrigation lines, fire suppression lines, non-potable water lines and abandoned lines.

Potable water is provided to Scott AFB through two connection points from the American-Illinois water system. The primary connection point is the downstream side of

the valve on the American-Illinois water system at the water storage and pumping complex at Building 36. From this complex a line runs to the south along the west side of Hangar Road to the north side of Building 502. This line also extends to the north of the storage and pumping complex to a point northwest of the athletic field and east of Taxiway "A". This line then turns to the northwest, parallel to Taxiway "A", to a point directly east of Building 1088 where it turns to the west and runs to a point west of the LOX Storage Area and east of Building 1088, then turns south to Valve 631, southeast of Building 1089, and turns west to Ward Drive and then south to connect to a line on the north side of 16th Street. This line runs parallel to 16th Street from Golf Course Drive to Ward Avenue. There two additional lines running north from 16th Street and connecting to the line west of Building 1088. The first is west of the LOX Storage Area along Beech Street. The second runs parallel to the west side of Golf Course Drive. From the midpoint of this line a line runs south and connects to the 16th Street line. From the "T" intersection at the east end of 16th Street, a line runs south, parallel to the base boundary, to Building 1022. From Building 1022 this line turns west and then south along the east side of the hospital and connects to a line on the north side of Bucher Street near the southeast corner of Building 1400. This line runs to the west along Bucher Street and connects to the distribution system in the Galaxy Housing Area. It also runs to the east and connects to a 10-inch line on the east side of Scott Drive and continues east connecting to another line at the north end of Symington Drive where it turns north along with Bucher Street and connects to the system at a line along the north side of Golf Course Drive. Beginning at the water valve vault on the east side of Scott Drive, south of the base between the railroad tracks and the VFW building, a line runs north along the east side of Scott Drive to a point south of Facility 9020, then turns east to the north end of the running track where it turns then runs in an irregular line to the northeast crossing the north end of the runway and then to the Golf Course Clubhouse. From a connection point on this line at the north end of the runway, a line runs to the east and north, south of the golf course pump house, Building 1199, and connects to the west side of the Wherry Housing system at the Ware Avenue. This line turns south along Hesse Avenue, across the intersection with Gunn Avenue, to a point north of Building 5000 and turns southeast to a point southwest of Building 5002 and then runs east to connect at Pryor Drive, northeast of Building 510. A north-south line connects the line at Building 5002 with the line south of Building 3689.

From the intersection of Hesse and Gunn Avenues a line runs along Gunn Avenue to the east and north to the FAMCAMP area and then continues north to the base boundary and then west to connect to connect with the line on Pryor Drive. There are two lines from the Gunn Avenue line that provide service to the Scott Lake Housing Area. The first runs south to service the units west of Cardinal Lake. The second runs north, around the curve in Ware Avenue, to the intersection with Pryor Drive. From this point, the line turns north to the base boundary.

A line from Buildings 5484 and 5485 runs directly south along the general alignment of Hesse Avenue to connect at intersection of Ware and Hesse Avenues. A line along the south side of Gray Plaza connects the lines on Pryor Drive and Hesse Avenue.

From the intersection of Pryor Road and Golf Course Road, line then runs to the east to a point south of Building 5713 and connects to lines running both north and south.

The line to the north ends at a fire hydrant on the northeast side of this building. The line to the south to a point east-southeast of Building 3600 and continues east and north along the east side of the building to the northwest corner of Building 3650. This line then runs to the east to the curve in Golf Course Road before turning south to a point southeast of Building 3652 and turns to the southeast to connect to the system northeast side of Building 5024. From this point a line runs northwest, on the northeast side of Building 5022 and connects back to the system at the intersection of Pryor Drive and Golf Course Road. From a connection point near the north corner of Building 5024, a line runs southwest and along the southeast side of Building 5026 to connect to the line running on the southwest side of that building. Connecting to this line on the northeast side of Building 5024, a line runs southeast to a point past the corner of the building, then turns southwest to connect to the 10-inch line that runs southwest of Building 5026. A line connected to this line south of Building 5020 runs northeast, connecting to the line North of Building 5020, then turns east and southeast before connecting to the system north of Building 5024.

From its connection point to the line on Hangar Road west of the athletic field, a line runs directly east, across Taxiway A and the runway, continues parallel to and north of Taxiway E, before connecting to a line running north near the southwest corner of Building 3689. It then continues west to Area B and turns to the southwest, running between Buildings 5026 and 5022, and connects to the line on the southeast side of Building 5022. Connecting at the north corner of Building 5026 a line runs southwest to the west corner of the building and then turns southeast along the southwest side of the building and crosses Taxiway C and continues along the north side of East Drive finally connecting to a line at the intersection of South Drive. From this point, there is a loop around the warehouse buildings that begins by running northeast along the north side of South Drive then turning southeast along East Warehouse Drive, then southwest along South Warehouse Drive, then northwest along West Warehouse Drive and then back to the starting point on South Drive. There is a second line running along the north side of South Drive. It begins at the northwest intersection of South Drive and East Drive, runs southwest along South Drive to West Warehouse Drive then turns northwest along West Warehouse Drive to the intersection with Garfield Street then turns to the east, runs along the north side of Garfield Street to East Drive then turns to the southeast and connects back to the starting point at the intersection of East Drive and South Drive.

A line on Maple Street begins at Garfield Street and connects to a line from the south side of the runway near Hydrant H3-53 in Area B. The line from the south side of the runway begins at a connection point on Outer Drive and heads northeast across the runway, then crossing Maple Street to Locust Street, north of the Fire Training Area, then it turns southeast along the south side of Locust Street to Vanburen Street and then southwest on the north side of Vanburen Street to connect to the Maple Street line. Lines along Harrison Street and Pierce Street also connect between Maple Street and East Drive. A line on Willow Street connects between Pierce Street and Harrison Street. East Drive is connected to Willow Street by lines along Tyler Street and Polk Street.

There are two lines around the south end of the runway. The first begins southeast of the intersection of Garfield Street and Maple Street and runs in an irregular line to the west around the end of the runway and connects to the system at the northwest corner of the intersection of Outer Drive and South Drive. The other line begins

northeast of the intersection of West Warehouse Drive and South Drive and runs west, across Outer Drive and south of Building 700 to the second intersection with Outer Drive where it then crosses to the south side of South Drive and continues along South Drive to Building 512.

There is a loop the complete length of Outer Drive, beginning near the railroad tracks east of Building 879, then running north across South Drive to a point south of Taxiway and from there follows the south side of Outer Drive back to a connection point on the South Drive line to the west of Building 861. There is also a loop around the inside of Chapman Circle beginning at a connection point on the South Drive line west of Building 861 and ending southeast of Building 877 near the railroad tracks. From this point, a line runs to the east, parallel to the railroad tracks, to connect to the beginning of the Outer Drive line. There are lines connecting the Outer Drive and the Chapman Circle loops along Jackson and Madison Streets. A line connected to the Chapman Circle line southeast of Building 751 runs southeast to Buchanan Street and then runs east, on the south side of the street, to the northeast corner of Building 700 where it turns south to connect to the line on South Drive.

Form a connection point on the South Drive line, west of the hardstand, a line runs south, across the railroad tracks, to the north end of Hudson Street where it is connected to a line on Missouri Street. The line continues south, following the alignment of Hudson Street to the south side of Kentucky Street where it turns west to a point west of Nebraska Street. From this point it runs southwest to the east end of Arkansas Street and turns north and connects to the line on Missouri Street. From the intersection of Hudson and Missouri Streets, two lines run to the west, past the west end of Missouri Street and connect to a line northwest of Building 4001. This line runs south, to the southwest corner of Building 4001, and turns west to a north-south line at the east edge of the paved access area for the building. This north-south line begins at Missouri Street and runs south to the southeast corner of Building 4010 where it turns west and then north to a point northeast of Building 4006. From here it runs east and connects to a line that runs along the east side of Building 4001. This line begins from a connection point on the Missouri Street line, north of Building 4000, and runs south to the south side of Building 4010 where it turns east and connects to a line on Nebraska Street, just south of Indiana Street. The line on the west side of Nebraska Street runs the entire length of the street, connecting at the Missouri and Arkansas Street lines. A line connected to the Missouri Street line at the east end of the playground flows to the south side of Illinois Street and turns west to connect to the Nebraska Street line. Lines on the south sides of both Iowa and Minnesota Streets run the complete length of these streets from Nebraska Street on the east to the north-south line at their west ends. A line on the south side of Illinois Street connects between Hudson and Nebraska Streets. A line on the east side of Superior Street and a line between Superior and Nebraska Streets connect the Illinois and Kentucky Street lines. Lines on the south sides of Georgia and Tennessee Streets connect the Superior and Hudson Street lines. A north-south line west of Building 4157 connects the Missouri and Illinois Street lines.

A line begins at the south end of Symington Drive, near Building 656 in the Georgian Housing, and runs north on the east side of the street to a connection point at the east end of the Bucher Street line. From the Symington Street line, a line runs east and then south on East Clay Street and connects to a line on East Losey Street. From a

connection point on East Clay Street west of Building 163, a line runs north between Buildings 171 and 173 then turns east, south of the tennis courts, to service the Little League Complex. There are east-west lines connecting Symington Street with Hangar Road on East Losey Street, Gottler Street, East Birchard Street and Heritage Drive. Beginning at the southeast corner of the intersection of East Clay Street and POW/MIA Drive a line runs to the south along the east side of POW/MIA Drive and connects to the system at the northeast corner of the intersection of POW/MIA Drive and King Street near Building 670. From this location, a line runs southwest and connects to the end of the Symington Drive line at Building 656 and to the northeast connecting to a line on the south side of the street near the east corner of Building 528. There are several east-west lines connecting the Symington Drive and POW/MIA Drive lines. They are located on both the north and south sides of Heritage Drive, the south side of McClelland Street, the north side of East Winters Street, the north side of Pitsenbarger Street and the south side of King Street. Also connecting these two lines, but extending additionally to the east and/or west are a line on the north side of East Martin Street which extends to the west and connects at the northwest corner of the intersection of West Martin Street and Scott Drive and a line on the south side of East Winters Street that extends west to a connection point south of Building 1900 and east to connect to the line on the west side of Hangar Road. From this point a 10-inch line runs to the east, across Taxiway G and connects to the Outer Drive loop at Lexington Street.

A 10-inch line begins at Hangar Road and runs east, between Buildings 460 and 462, to the edge of the airfield pavement and then turns south to and connects to the system east of Building 505. From this point an 8-inch line runs to the southeast and connects to the system at the west intersection of South and Outer Drives. Another line running to the east from the Hangar Road line begins north of Losey Street connects to the line at the edge of the airfield pavement.

From the east corner of Building 528 a line runs northeast and loops around Building 504 and connects at the south corner of Building 528 to a line that runs along the southwest side of the building and continues on an irregular path between Buildings 516 and 517 to a point north of Building where it turns north, across South Drive and then northwest along the north side of South Drive to a "T" intersection at the south corner of Building 509. From this "T" intersection a line runs southwest connecting back to the system east of Building 514 and to the northwest to Buildings 505 and 506. From a connection point north of Building 507, a line runs northeast to connect to the north-south line along the edge of the airfield pavement.

A line that begins at a connection point southeast of Building 661 runs to the south along the edge of the Building 548 paved area then turns east along the south side of the paved area to the south side of Building 548 where it turns to the north and connects to a line west of building 530. This line connects to the system on the south side of King Street, south of Building 657 on the west and runs northeast to connect to the system at the edge of the airfield pavement north of Building 507.

From a connection point at northwest of the intersection of Bucher and Beech Streets, a line runs south along the west side of Beech Street and extends to the south side of West Losey Street where it turns west and connects at the southeast corner of the intersection with Ward Drive. A line beginning at the southeast corner of Ward Drive and West Clay Street runs south to the southwest corner of Building 1980 then turns east,

to the southeast corner of the building. It then runs to the northeast corner of the building and turns west to connect to a line on the west edge of Beech Street. The Beech Street line runs north to the northeast corner of Building 1600 and northwest to hydrant H-46, on the south side of West Birchard Street, and then west to connect to a north-south line between Buildings 1700 and 1575 that connects West Losey Street and West Martin Street.

From a connection southwest of the intersection of West Clay Street and Beech Street, a line runs to the west end of West Clay Street and then forms a loop following the general alignment of the driveway to the 1500 Area parking lots. From the north side of this loop there is a short line running to the north connecting to the distribution system in the Galaxy Housing Area south of Building 1455. A north-south line running along the driveway on the west side of Building 1512 connects Bucher Street and West Clay Street. Connecting to this line near the northwest corner of Building 1512 is a line that runs to the west and connects to the Galaxy Housing Area distribution system at the intersection of Cedarwood Lane and Cloverwood Lane.

A 6-inch line is connected to the system northwest of Building 1509 and runs west to connect with the Beech Street line. A line beginning with a connection to the Beech Street line southwest of the intersection with West Martin Street runs west to a point west of the end of West Martin Street and north of Facility 9030 before turning northwest and connecting to the Galaxy Housing system north of Enlisted Drive and southeast of building 2239.

A line on the north side of West Winters Street connects the lines on Beech Street and Ward Drive. From a connection point on West Winters Street a line runs north between Buildings 1899 and 1912, then turns west and finally southwest between Buildings 1911 and 1912 before connecting to the system on Ward Drive east of Building 1850.

A line beginning at the elevated storage tank, Facility 8045 runs to the north side of West Birchard Street, turns east to Building 1635, then north to the east side of Building 1630 and then east again along the south side of Building 1620 and connects to the Ward Drive line. From the storage tank a line runs south and connects to the 16-inch supply line on the south side of West Winters Street and north of Building 1984. Also beginning at the elevated tank, a 10-inch line runs in an irregular path to the southwest to the north side of West Winters Street where it turns west and runs to the east side of North Drive, then turns north to the south side of Enlisted Drive. It then follows the south side of Enlisted Drive as it runs to the east to connect to the system south of Facility 9080. A north-south line running between buildings 1820 and 1830 connects Enlisted Drive with West Winters Street.

Galaxy Housing

Beginning from the connection point on Enlisted Drive south of Building 2239, a 10-inch line runs to the north side of Ash Creek Drive southwest of Building 1535. It then follows the road to the northwest to a point northwest of Building 2302 just south of the base boundary. From here it turns east, across the creek to the east side of Cedarwood Drive at Building 2112. It then turns south, following the east side of the street back to a connection point at the intersection with Ash Creek Drive. Another line begins at the connection point on Enlisted Drive south of Building 2239 and runs northwest to the west side of Bridlewood Place east of Building 2335, then follows the

pavement around the curve to a connection point at the intersection with Ash Creek Drive. Beginning with a connection to the Bridlewood Place line, a line runs to the northwest, between Buildings 2233 and 2235 and then between Buildings 2207 and 2209 to the west side of Cherry Street then follows the street to connect to the Ash Creek Drive line and continues north to the north end of Cherry near Building 2187. Beginning from a connection to the Ash Creek Drive line, a line runs south along the east side of Cumberland Road to the end of the road. It then runs south, behind Building 2563, and west between Buildings 2531 and 2529 and connects to a line on the outside of Garfield Circle. The Garfield Circle line begins at Cumberland Road and follows the outside of the road around to a connection on Ash Creek Drive. A short line connects to Garfield Circle and runs the end of a short cul-de-sac near Building 2517. From the intersection of Garfield Circle a line runs north along the east side of Pinebridge Manor, to Building 2540. A line connects to the Pinebridge Manor line near Building 2542 and runs southwest, between Buildings 2532 and 2534 before turning to the north between Buildings 2579 and 2580 to the south end of Foxhall Manor. It then follows the west side of Foxhall Manor to a connection at the intersection with Ash Creek Drive. From a connection point on the Garfield Circle line, a line runs northwest, between Buildings 2505 and 2507, before turning north, then northeast, between Buildings 2486 and 2487, to the end of Montego Place. It then follows Montego Place to a connection at the intersection of Ash Creek Drive.

A line runs around Oakgrove Circle, connecting to Ash Creek Drive on each end. Beginning at a connection point southeast of the intersection on Ash Creek Drive and Roselawn Place, a line runs along Roselawn Place to a point off the the northwest corner of Building 2429 near the base boundary. It then runs east and then southeast, between Buildings 2405 and 2407 to the north side of Vista Manor. It then follows Vista Manor to a connection point on the Ash Creek Drive line.

From a connection to the Ash Creek Drive line southeast of the intersection, a line runs to the north along the east side and to the end of Firtree, then past the east end of Building 2499 and between Buildings 2453 and 2417 before connecting to a line on Morningside Circle between Buildings 2452 and 2414. The loop around the inside of Morningside Circle connects to the Ash Creek Drive line at both ends. Connecting to the Morningside Circle line, a line runs between Buildings 2410 and 2416, then between Buildings 2431 and 2433 to a short cul-de-sac and then follows the cul-de-sac to a connection at the intersection of Ash Creek Drive.

From a connection on the Cedarwood Drive line southwest of Building 2192, a line runs east and then north, between Buildings 2192 and 2194 and connects back to the system at the west end of Cloverwood Lane. A line connecting at the intersection of Cedarwood Drive runs to the west along the south side and to the end of Cloverwood Lane and extends between Buildings 2165 and 2167 before turning north and running between Buildings 2143 and 2145 and then along the west side of Ivywood Terrace to a connection at the intersection with Cedarwood Drive. A line beginning at Cedarwood Drive near Building 2156 runs west between Buildings 2043 and 2045 and connects to the line along Ivywood Terrace in front of Building 2143. From a connection on the Cedarwood Drive line by Building 2156, a line runs east along the south side of a short cul-de-sac to a fire hydrant at the end of the cul-de-sac. From about the mid-point of this line, a connecting line runs north between Buildings 2042 and 2152 to the west side of

the south end of Willowwood Lane, in front of Building 2135, and follows the edge of the street to a connection point at the intersection with Cedarwood Drive. There is a line on the south side of Rockwood Road that connects the lines on Cedarwood Drive and Willowwood Lane.

A line connected to the Willowwood Lane line at the northeast corner of Building 2135 runs east between Buildings 2130 and 2132 to the north end of Galaxy Avenue by Building 1481. It then runs southeast along Galaxy Avenue to Building 1441 and then loops back along the north portion of the Galaxy Avenue loop to connect back with itself at the intersection north of Building 1458. From this line, short lines run to fire hydrants on Starlifter Circle and two points on Nightingale Avenue. A short line from Galaxy Avenue runs between Buildings 1451 and 1453 and connects back to the base distribution system at the line running on the south side of these two buildings.

Off-base Pipeline

The Air Force owns a substantial quantity of transmission pipeline outside the base boundary. The water line consists of a 16" welded steel supply pipe. The Rights of Ways are generally 20 feet wide and run through state road right-of-ways, railroad right-of-ways and privately owned land. This line begins approximately 1/3 mile west of Illinois Route 159 on the north side of Illinois Route 161. The line runs in an easterly direction along Route 161, Southern Railroad line and East "B" Street Road in St. Clair Township; and Southern Railroad line and Shiloh Station Road in Shiloh Valley Township to the west boundary of Scott Air Force base. The total length of the line is approximately 6.6 miles. There are approximately 3,915 linear feet on the westerly end of the line that are not being utilized, but the Rights of Ways have not been abandoned. There is one small section on the west of approximately 100 linear feet, at the intersection of Routes 159 and 161, which remains in service.

Approximately 2,300 linear feet of the 16-inch line was cut and abandoned in order to make way for the MetroLink rail system. A 20-inch ductile iron pipe replaced that section. This 20-inch portion of rerouted line extends approximately 1,300± linear feet east of Route 158 and approximately 1,000 linear feet west of Route 158 and about 100 feet south of the now abandoned 16" line.

B.3. Description of Restricted Access Areas Under Condition 22.2:

Description	Facility #	State Coordinates	Other Information
Water Treatment	36	The Restricted Access Area for Building 36 is defined by the outer limits of this structure plus a 13 foot ROW extension.	The extension noted in the ROW is to allow space for excavations as needed for access to the foundations.
Chlorination Building	4566	The Restricted Access Area for the Chlorination Building is defined by the chain link security fence surrounding this building.	None
200,000-gal, Elevated, Steel tank	8010	The Restricted Access Area for this elevated water tank is defined by straight lines 13	The extension noted in the ROW is to allow space for excavations as

Description	Facility #	State Coordinates	Other Information
		feet outside and parallel to straight lines connecting the outer most portion of the foundations supporting the legs of this structure.	needed for access to the foundations.
300,000-gal, Elevated, Steel Tank	8020	The Restricted Access Area for this elevated water tank is defined by straight lines 13 feet outside and parallel to straight lines connecting the outer most portion of the foundations supporting the legs of this structure.	The extension noted in the ROW is to allow space for excavations as needed for access to the foundations.
500,000-gal, Elevated, Steel Tank	8045	The Restricted Access Area for this elevated water tank is defined by straight lines 13 feet outside and parallel to straight lines connecting the outer most portion of the foundations supporting the legs of this structure.	The extension noted in the ROW is to allow space for excavations as needed for access to the foundations.
200,000-gal, Elevated, Steel Tank	8050	The Restricted Access Area for this elevated water tank is defined by straight lines 13 feet outside and parallel to straight lines connecting the outer most portion of the foundations supporting the legs of this structure.	The extension noted in the ROW is to allow space for excavations as needed for access to the foundations.

EXHIBIT C—ENVIRONMENTAL BASELINE SURVEY

The Air Force has determined that it is not required to conduct an EBS in regard to the sale of this utility system.