

**DEPARTMENT OF THE AIR FORCE GRANT OF RIGHT-OF-WAY TO *(Name Of Grantee)* FOR PROPERTY
LOCATED ON HANSCOM AFB**

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DEPARTMENT OF THE AIR FORCE
GRANT OF RIGHT-OF-WAY
To *(Name Of Grantee)*
FOR PROPERTY LOCATED ON
HANSCOM AFB

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 Massachusetts, a Right-of-Way for operation of a utility system for the treatment and supply of water at Hanscom AFB (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. Some or all of the Premises are not the property of the United States, but are leased by the United States from the: Department of the Navy, Department of the Army and the Department of the Interior, hereinafter referred to as “Lessor”. Any grant under this Right-of-Way made by Grantor extends no further than Grantor’s rights in the Premises.

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 co-extensive with the Department of the Air Force land lease, Numbers: DA19-016-ENG-5482, DACA 33-4-70-92, and National Park Service Special use permit, between Lessor and the United States of America, dated _____, as it may be amended from time to time, unless sooner terminated by Grantor or by abandonment. At the end of its full term, if the Lessor and the United States renew, extend, or replace the expiring lease with a new lease not inconsistent with the terms of this Right-of-Way, this Right-of-Way shall be renewed for an additional period, co-extensive with the renewed, extended, or replaced lease, 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. 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; to the extent it has authority to do so, 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. All correspondence to be sent and notices to be given pursuant to this Right-of-Way shall be addressed, if to Grantor, to:

66MSG/CEK
120 Grenier Street
Hanscom AFB, MA 01731-1910

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 22.2, 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. In regard to that portion of the Premises subject to the lease referred to in Condition 1, in the event that the United States terminates its activities on the Premises due to the expiration or other termination of the lease referred to in Condition 1, Grantee may, subject to the consent of Lessor, retain its property in place and continue its use under such terms as it and Lessor may agree; Provided, however, that such terms and such continued use shall be at no cost to the United States and shall not keep in effect this Right-of-Way.

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 Massachusetts, 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

Exhibit A maps shall be provided on request. These maps 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.

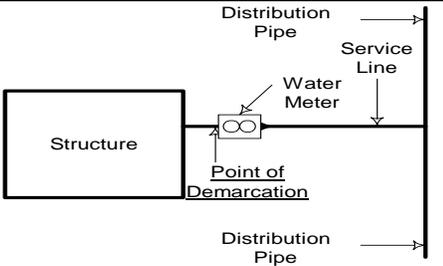
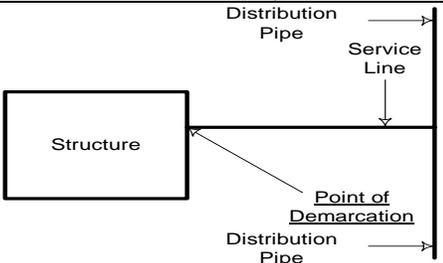
LATERAL EXTENT OF UTILITY SYSTEM RIGHT-OF-WAY:

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

For pipe sizes greater than 24 inches in diameter, 50-feet-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 service line, there is a circular symbol representing a water meter. An arrow points to this symbol with the label 'Water Meter'. Below the water meter, the text 'Point of Demarcation' is written. To the right of the water meter, the line continues as a 'Service Line' and then turns vertically to the right, labeled 'Service Line'. To the left of the water meter, the line is labeled 'Distribution Pipe'.</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. At the point where the service line enters the structure, an arrow points to it with the label 'Point of Demarcation'. To the right of the structure, the line continues as a 'Service Line' and then turns vertically to the right, labeled 'Service Line'. To the left of the structure, the line is labeled 'Distribution Pipe'.</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 ballfields 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 and the can. 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.</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 Description
Wood Street Meter	Water connection to the Town of Lexington. Point of demarcation is on the downstream side of the Lexington-owned meter.
Wood Street Meter (emergency)	Water connection to the town of Lexington. Point of demarcation is on the downstream side of the Lexington-owned meter.
Gate 4 Meter at Hartwell Avenue	Water Connection to the town of Lexington. Point of demarcation is on the downstream side of the Lexington-owned meter.

Military Family Housing POD #1 (Near Building 1630)	Military Family Housing POD #1 is at the downstream connection to main water valve (MWV) 46A , this is the connection of the Military Family Housing 8-inch main with the Hanscom AFB main. This is located at the center of Vandenburg Drive, near Building 1630.
Military Family Housing POD #2	Military Family Housing POD #2 is at the connection to MWV 133, this is the connection of the 10" Hanscom AFB main from Marrett Road with the Military Family Housing main on Offut Road. This is located between Building 2021 and Building 2020, approximately 690 linear feet southeasterly along Offut Road from the intersection of Patterson Road and Offut Road. Ownership does not include the valve.
Military Family Housing POD #3	Military Family Housing POD #3 is where the service lateral for Building 2001 leaves the Hanscom AFB main. This is located on Ent Road approximately 150 linear feet northeast of the intersection of Ent Road with Patterson Road.
Military Family Housing POD #4	Military Family Housing POD #4 is at MWV 93B, located at the southeast corner of the intersection of Patterson Road and Ent Road. Ownership does not include the valve.
Military Family Housing POD #5	Military Family Housing POD #5 is at MWV 93A, located on Ent Road near the intersection with Patterson Road. Ownership does not include the valve.
Military Family Housing POD #6	Military Family Housing POD #6 is at MWV 8-12, located near the intersection of Adams Road and Colonial Place. This POD is located to the south of Building 1994. Ownership includes the valve.
Family Camp	Water connection to the town of Lexington. Point of demarcation is the upstream side of the Hanscom AFB-owned meter.
Trailer Park	Water connection to the town of Bedford. Point of demarcation is the upstream side of the Hanscom AFB-owned meter located on Hartwell Road.

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

The Town of Lexington provides 95 percent of the potable water supply to Hanscom AFB through three metered connections. The Wright Street connection is located where the Hanscom AFB 10-inch main, located within a 50-foot-wide easement through an off-Base housing development, connects to the Air Force-owned meter near Katahdin Hill on Wood Street. The Hartwell Avenue connection is located where the Air Force-owned 8-inch compound meter connects to the Town of Lexington main on Hartwell Avenue. The Wood Street connection, which an emergency connection, is made through a normally closed valve at the 8-inch main on Wood Street, to a Town of Lexington meter which is approximately 100 feet southeast of its intersection with Hartwell Avenue.

The remaining 5 percent of potable water supplied to the Base serves the trailer park and Family Camp area located north of the Massport L.G. Hanscom Airport. The Town of Bedford serves the trailer park through an Air Force-owned meter located to the northeast of the trailer park. The Town of Lexington serves the Family Camp area through an Air Force-owned meter on the north side of Forest Road. The military family housing areas are not a part of the system to be privatized. Military family housing connects to the Hanscom AFB installation main at six locations.

Excluded from the privatization project are:

Approximately 6,800 linear feet of cast iron piping owned by the U.S. Navy.

Hanscom AFB Military Family Housing water distribution.

The intent of this areal description is to give a general flow pattern of the water distribution system. Every line may not be mentioned and normal lateral connections are not normally described. This description is based on drawings provided by the base civil engineer office. Title of the drawing set is "Department of the Air Force, Air Force Materiel Command, Base Comprehensive Plan, Hanscom AFB MA, Composite Utilities Water Distribution System", Tab G-01. The areal description is intended to stand-alone but due to the multiple references to valves, streets and buildings access to the drawings or the AutoCAD file will facilitate in following the general distribution pattern.

The water distribution system begins at the Katahdin Hill connection and runs southwest to a connection point, near Building 1114, to a line that runs to the north on the east side of Wright Street. This line on Wright Street begins at a fire hydrant near the northeast corner of Building 1122 and runs east to Wright Street where it turns to the south and runs to the intersection of Patrick Loop where a line from the south side of Buildings 1123 and 1124 connects. The line then continues south along the east side of Wright Street to the north side of the water tank, Facility 12002. The line continues southwest, along the south side of Wright Street to the west side of Patrick Loop, where a line from the southeast corner of Building 1121 connects from the north. The line then continues a short distance farther on the south side of Wright Street to a point north of Building 1119 where a line from the north side of that building connects. The line then crosses to the north side of Wright Street and continues to the southwest to the northwest side of the Tinker Road intersection where a line from north of Building 1103 connects from the south. The line on Wright Street continues to the east side of Grenier Street where a connecting line runs a short distance north before turning west and running parallel to Wright Street to a point north of Gate 1. It then turns to the southwest, crossing the curved section of road connecting Wright Street and Randolph Road, then crossing Marrett Street southeast of the bus shelter before turning northwest and then west to the point of demarcation to the housing area at valve MWV133, on the east side of Offutt Road.

The Wright Street line then runs to the center of Grenier Street where a line from a fire hydrant on the west side of Building 1103 connects. The line then runs to the west side of Grenier Street where a line from the north connects. This line runs north on the west side of Grenier Street, crossing to the east side as it crosses Randolph Road, and then follows the east side of the street to connect to a line on the north side of Barksdale Street. The Wright Street line then runs to a point south of Building 1102D where a line from the south side of that building connects. The line then continues around the curve from Wright Street to Randolph Road and continues to follow the inside of the curves on Randolph Road to the north and east to connect to the line on Grenier Street.

The line on Randolph Road continues northeast from a connection to the Grenier Street line at the northeast quadrant of the intersection and runs to the intersection of Tinker Street where a line from the southeast connects. This line runs southeast to the north end of Scott Road and then follows Scott Road to the south to the driveway at the north end of Building 1138 before turning and following that driveway to the east to a point west of Building 1141. The line then turns south and runs between Buildings 1140 and 1141 to a fire hydrant located west of Building 1146. Connected to this line at the southeast corner of Building 1140 is a line from Fire Hydrant 4-67 at the northeast corner of Building 1128.

The Randolph Road changes to Bestic Drive as the line continues northeast from Tinker Street to a “T” connection at the intersection Schilling Circle. The northwest branch from this connection runs between Building 1201 and the storage tanks and then turns northeast to the northwest side of the tanks. The branch from the “T” connection to the southeast runs across Bestic Drive and follows Schilling Circle to the entrance to the parking area to the southwest of the South Lab. It then runs to the north edge of the parking area and turns east to a connection point near the southwest corner of the South Lab and turns south, to the interior portion of the parking area, before turning back to the east and running parallel to the south side of the South Lab to a point near the east end of the parking area. The line then turns to the southeast and runs to Schilling Circle. It then turns northeast and generally follows the road to around the east end of South Lab to the northeast corner of Building 1302E where a connecting line runs east to the northwest corner of Building 1310 and then turns north to the meter connecting to the municipal system at Wood Street. The Schilling Circle line then continues around the northeast corner of Building 1302E and follows Schilling Circle to the northwest corner of Building 1302E where it turns south to the southwest corner of that building. Where a line connecting line runs across the south side of Building 1302E to connect back to the system at the southeast corner of the building. From the southwest corner of Building 1302E the line continues south, to the north side of Building 1302D, and turns west to the northwest corner of that building. It then turns to the southwest, to the north side of Building 1302C and follows the north side of that building to the west and south to the southwest corner of the building. It then turns south, to the corner of Building 1302J, and follows the south side of the building to the west to the southwest corner of Building 1302J, where connecting lines run both north and south. The line to the north runs along the west side of the building before turning east to a fire hydrant on the north side of the building. The line running south from the southwest corner of Building 1302J runs to a connection point on a line that runs parallel to and north of the Parking Garage. The line to the east from this point runs along the south side of Building 1302A and then turns south between the Parking Garage and South Lab to connect back to the system near the southwest corner of South Lab. The line to the west runs to the northwest corner of the Parking Garage then turns south along the west end of the Parking Garage before veering to the southwest and connecting back to the system at the Schilling Circle line to the southwest of the Bestic Drive intersection.

From the meter at the municipal connection lines run both northwest and south. The line to the south runs to the north side of Barksdale Street at Gate 4 and then follows the north

side of the street to the west to a “T” connection to a line on the west side of Eglin Street near the southeast corner of the credit union.

The line to the northwest from the meter at Gate 4 runs between Buildings 1435 and 1436 to a connection point south of Fire Hydrant 6-118. The connecting line runs in an irregular path to the northeast, along the southeast side of Building 1444, to the end of Hunter Street, near Building 1885. It then follows the south side of Hunter Street to the west to a connection point southeast of the intersection of Hunter and Dow Streets. From this connection point, a line runs a short distance northwest and connects to a line on Dow Street. This same line also extends to the southeast to valve MWV 168, east of Building 1825.

From the connection point on Dow Street, west of the Hunter Street intersection, lines run in both directions along Dow Street. One line follows the curve of Dow Street to the northeast, to the intersection of Dow and Greiner Streets, and connects at a “T” connection to a line on Grenier Street near the northeast corner of Building 1830, before continuing northeast to Fire Hydrant 6-130A.

The other line runs west along the north side of Dow Street to a point southeast of Building 1810 and then turns north to a “T” connection on Grenier Street to the south of Building 1803. From this connection south of Building 1803, a line runs east, on the south side of Grenier Street, through the “T” connection at Dow Street, to the west side of Building 1834. It then loops around the south side of that building and follows the pavement to the east side of the road that runs along the east side of Facility 1847. It then follows the edge of the road to a connection on the Hunter Street line, to the southeast of Facility 1847. From the connection on the Grenier Street line, south of Building 1803, a line runs west, to a point south of Building 1805, and then follows the outside of the Grenier Street curve to the southwest and south to the north side of Chennault Street. The line then follows the north side of Chennault Street to an end point south of the west end of Building 1723.

Beginning at a connection to the Chennault Street line, near fire hydrant 7-158 and the access driveway to Building 1642, a line runs southeast to the north side of that building and turns to the southwest and runs to the sidewalk that runs along the southwest side of the building. It then follows the sidewalk to the southeast to a point southwest of Building 1642 and turns to the northeast for a short distance, to a connection point south of the southwest corner of Building 1642, before continuing to the middle of the southeast side of the building. From the connection point south of the southwest corner of Building 1642, a line runs southeast to a point north of Barksdale Street and north of the east end of Building 1530. It then runs a short distance to both the west and south to connect to the Barksdale Street line at a point to the north of the center part of Building 1530.

Beginning at a connection to the Grenier Street line, about mid-way between Dow and Chennault Streets, a line runs in an irregular path to the west and connects to a north-south line just to the west of the southeast corner of the airfield pavement, north of Building 1729. The north branch of this line extends to Fire Hydrant 91, near the point

where Taxiway Charlie enters the aircraft-parking apron. The south branch of the line runs to the Building 1729 fence line and then follows the fence to the west, continuing to a point under the pavement to the northwest of Building 1729. It then turns south and connects to the Chennault Street line at a point to the southeast of Building 1728.

From a connection to the Chennault Street line on the east side of Forbes Street, a line runs north, to a connection point on the north side of Robins Street, and then continues north to the south edge of the airfield pavement. From a connection to the Chennault Street line on the west side of Forbes Street, a line runs south to a point northeast of Building 1614 and then turns west, along the south side of Westover Street, to the north side of Building 1614, south of Fire Hydrant 7-165, and turns north to connect to a line on the north side of the street. The line on the north side of Westover Street begins in the east at the east entrance to the parking lot, south of Building 1723, and runs west to connect to a north-south line on the west side of Eglin Street.

The north branch of the Eglin Street line begins at a connection to the Forbes Street line, north of Robins Street, and runs west on the north side of Robins Street to the southwest corner of Building 1722. It then turns to the north for a short distance before turning back to the west and running along the south side of Building 1721 to the east side of Eglin Street. It then turns to the southwest, to a connection point at the south side of the north entrance to the parking lot across Eglin Street from Building 1725. The line connecting at this point begins at Fire Hydrant 7-171 near the northwest corner of Building 1715 and runs east to the east side of the access taxiway to the Building 1715 parking ramp, northwest of Building 1721 before turning southeast and connecting to the line on Eglin Street. The line on the west side of Eglin Street then runs south to connect at the Westover Street intersection. The south branch from this intersection continues along the west side of Eglin to the connection at Barksdale Street and continues south to a connection point on the north side of Griffiss Street. From the Griffiss Street connection the line runs across to the east side of Eglin Street and then follows the side of the street to the southeast to a connection point at the north side of the Arnold Street intersection. From the intersection of Eglin and Arnold Streets, a line runs northeast on the north side of Arnold Street to the west side of the intersection of Forbes Street before turning north to connect back to the system at the intersection of Barksdale Street.

Beginning at a connection point to the Barksdale Street line at the west side of Kirtland Street, a line runs north along Kirtland Street to the east side of Building 1425 and then turns northeast to the west corner of Building before turning southeast, along the southwest end of that building to a point northwest of Building 1423. It then turns east and runs along the north side of Building 1423 to the northeast corner of the building. After running a short distance to the northeast, to water valve SWV7, it continues northeast to a point northwest of the abandoned underground storage tanks and turns to the northwest to a point east of the north end of Building 1426. It then turns to the southwest and connects back to the system at the connection point to the southwest of Building 1427. From the connection point at valve SWV7, a line runs southeast and connects back to the system at the connection point near fire hydrant 6-118.

Beginning from a connection to the Kirtland Street line, east of Building 1425, a line runs southwest to the south corner of Building 1425 and then turns to the northwest to a point east of Building 1420. The line then runs southwest to a “T” intersection south of Building 1420. From this intersection one line runs northwest to a fire hydrant on the southwest side of Building 1420 and the other line runs southeast, between Buildings 1412 and 1414, to a point northeast of Building 1240 before turning south to connect to the line on Barksdale Street.

Beginning at a connection to the Barksdale Street line, southwest of Building 1646, a line runs south, between Buildings 1520 and 1521, to the north side of the pavement on the south of those buildings. It then runs east, to the end of the pavement, and turns south to an end point at the east side of the baseball field, Facility 15006. Also from a connect to the Barksdale Street line at Kirtland Street, a line runs south to a connection point at the west corner of Building 1218 then turns southeast, parallel to Kirtland Street, to a fire hydrant between Buildings 1218 and 1219. From the connection point at Building 1812, a line runs southwest, across Kirtland Street, to the northwest end of Building 1217.

Beginning at a connection to the Grenier Street line, south of Otis Street, a line runs northeast along the south side of Otis Street to a point south of Building 1210 and turns north to a fire hydrant near the southwest corner of that building. The line then continues northeast to a fire hydrant near the southeast corner of Building 1212. Also beginning at a connection to the Grenier Street line, south of Otis Street, a line runs southwest to the east side of Building 1503.

From a connection to the Barksdale Street line northwest of Building 1530, a line runs south to a point northeast of Building 1531 and turns west, along the north side of Building 1531 to the edge of the airfield pavement. It then takes an irregular path to the west-northwest, across the paved area and connects to a north-south line on the east side of Building 1538. This line on the east side of Building 1538 begins in the north at a connection to the Barksdale Street line and runs to the southeast corner of Building 1535 where it turns to the southeast and runs to the northeast corner of Building 1548. It then runs to the southwest, along the northwest side of the building, and continues to the west side of the intersection of Marrett Street and Vandenberg Drive. It then follows the north side of Vandenberg Drive to the west and connects at the point of Demarcation to the housing area system at the east side of Gate 1.

From a connection point at the southeast corner of Building 1538, a line runs west to Building 1540 and then turns northwest to the southeast side of Building 1539. From a connection point near the northwest corner of Building 1548, a line runs southeast along the northeast side of Marrett Street, to Fire Hydrant 8-185, west of baseball field, Facility 15004, where it turns to the southwest and crosses to the southwest side of Marrett Street. It then turns south to valve MWV61, at the edge of the pavement and turns to the southeast and follows the roadway along the west side of Building 1999 to the intersection of Ent and Patterson Roads where it connects to the housing area water system through two points of demarcation. The line then turns to the northeast, along the southeast side of Ent Road, to the point of demarcation connection for Building 2001 and

continues to the west side of Marrett Street. It then turns to the northwest along Marrett Street to the northwest corner of Building 1549.

Beginning from a connection to the Eglin Street line on the north side of Chennault Street, a line runs west to the south side of Chennault Street at the east side of Griffiss Street, near the northwest corner of Building 1712. It then turns north, generally parallel to Griffiss Street to a point north of valve MWV43 and turns east to Fire Hydrant 112. Connected to the Chennault Street line at valve MWV40 is a line that runs north-northwest to Fire Hydrant 109.

Beginning from a connection to the Eglin Street line on the north side of Griffiss Street, near the southeast corner of building 1609, a line runs along the side of Griffiss Street and connects back to the system at the Chennault Street line near the northwest corner of Building 1712. From a connection point on the Griffiss Street line at valve MWV40A, about mid-way between Buildings 1712 and 1707, a line runs east to Fire Hydrant 1-77 and turns north to connect to the Chennault Street line between Buildings 1712 and 1716. From a connection point to the Griffiss Street line south of Building 1718, a line runs south to Fire Hydrant 8-197A, at the west corner of Building 1607.

Beginning from a connection point on the Griffiss Street line to the west of Building 1710, a line runs to the southwest, through a meter, to Fire Hydrant 79 and then turns south to Fire Hydrants 80 and 81. From a connection at Fire Hydrant 80, a line runs west to Fire Hydrant 82 before turning southwest to an end point at Fire Hydrant 83.

Beginning at a connection to the Eglin Street Line at valve MWV 150, a line runs southwest to the northwest corner of Building 1606 and turns southeast, along the southwest side of that building to the southwest corner. It then turns northeast, along the southeast side of the building to the south side of Eglin Street and then turns in a generally north direction to connect to system at the north side of the intersection of Eglin and Arnold Streets. From a connection at the southwest corner of Building 1606, a line runs to the south side of Building 1618 and follows the side of that building to the west to Fire Hydrant 8-194 before turning to the north to Fire Hydrant 8-194A. From Fire Hydrant 8-194A the line runs east to valve MWV68, on the north side of Building 1618 and then runs in an irregular path to the northeast and northwest to Fire Hydrant 8-195, near the northwest corner of Building 1606. It then runs a short distance to the northeast and connects back to the system at the northwest corner of Building 1606.

From a connection on the Vandenberg Drive line, at the west access road to Building 1900, a line runs southeast, along the west side of the access road to the northwest corner of Building 1900 and turns east to the northeast corner of that building. It then runs south and east, across Eglin Street and joins a line that begins at a connection to the Vandenberg Drive line at the northeast side of the Eglin Street intersection. The line then continues to the south on Eglin Street to a point north of Building 1994 and then runs around the west side of Building 1994 and along the west side of the playground to connect to the housing system point of demarcation at the intersection of Adams Road and Colonial Drive.

Beginning from a connection to Town of Bedford system at a meter on Hartwell Road to the northeast of the trailer park, a line follows Hartwell Road to the southwest to an air relief valve before following the road as it curves to the west to a connection at the intersection of Shaw Circle. The Hartwell Road line then continues west to MacDill Road where it turns north, along the west side of the road, and connects to the line on Shaw Circle. The Shaw Circle line begins in the east at the connection to the line at the intersection of Hartwell Road and follows the curving alignment of Shaw Circle the complete length of that street, eventually connecting back to itself. From a connection to the most southern point on the loop at the west end of Shaw Circle, a line runs south, to the south side of Hartwell Road, and then turns to the southwest to valve MWVT16 on Independence Court. The line then continues along the street to the west and follows the curve to the south at the end of the street. The line on Independence Court runs to the curve at the northwest end of the street and follows the curve to the northeast, crossing Hartwell Road and running in back of two residences, before turning east and southeast to connect to the northwest curve in the Shaw Circle loop.

The line to the Family Camp area begins at a meter to the Town of Lexington system located on the north side of Forest Road a short distance east of the access road to Building T214. This line runs to the north end of the access road to some camp sites and turns east to the north end of the third row of camp sites where it turns to follow the road on the east side of the Family Camp area to the north of the camp sites, east of Building T804. The line then turns to the west to the road on the west side of Building T1060 where it turns south and follows the road to the southeast corner of Building T214. It then makes a loop to the west-northwest through a number of connection points for camp sites before crossing back to the east side of the Building T214 access road and connecting back to the system at the north end of the first row of camp sites.

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

Description	Facility #	State Coordinates	Other Information
Pressure Reducing Station #1			
Pressure Reducing Station #2			
Water Tank — 1-million gallon	12002		

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.