

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

TABLE OF CONTENTS

TABLE OF CONTENTS I

PREAMBLE 1

BASIC TERMS 2

 1. TERM 2

 2. CONSIDERATION AND COSTS 2

 3. CORRESPONDENCE 3

 4. ACCESS 3

 5. TERMINATION 5

 6. DEFAULT 6

OPERATION OF THE PREMISES 7

 7. CONDITION OF PREMISES 7

 8. PROTECTION OF PREMISES 7

 9. AIR FORCE PROPERTY 7

 10. RESTORATION OF PREMISES 8

 11. ALTERATION OF PREMISES 9

 12. COSTS OF SERVICES 10

ENVIRONMENT 10

 13. ENVIRONMENTAL COMPLIANCE 10

 14. ASBESTOS AND LEAD-BASED PAINT 10

 15. SAFETY AND HAZARDOUS WASTE DISPOSAL 11

 16. HISTORIC PRESERVATION 12

 17. INSTALLATION RESTORATION PROGRAM 12

 18. ACCESS FOR RESTORATION 12

 19. ENVIRONMENTAL BASELINE 13

CHANGES IN OWNERSHIP OR CONTROL 14

 20. TRANSFER, ASSIGNMENT, LEASING, OR DISPOSAL 14

 21. LIENS AND MORTGAGES 15

 22. OTHER GRANTS OF ACCESS 15

 23. REAL PROPERTY ACCOUNTABILITY 16

 24. REPORTING 16

GENERAL PROVISIONS 16

 25. COMPLIANCE WITH LAWS 16

 26. AVAILABILITY OF FUNDS 16

 27. AMENDMENTS 17

 28. LIABILITY 17

 29. INSURANCE 17

 30. ENTIRE AGREEMENT 19

 31. CONDITION AND PARAGRAPH HEADINGS 19

 32. RESERVED 19

ATTACHMENTS 21

 ATTACHMENT 1 21

 A. *Personnel* 21

B. Work Standards 21
C. Excavations 21
D. Communications Equipment and Foreign Object Damage 22
E. Dust Control..... 22
F. Lawn Areas..... 22
G. Plant Control 22
H. Cleanup..... 22

EXHIBITS..... **23**

EXHIBIT A—MAP OF PREMISES 23
EXHIBIT B—DESCRIPTION OF PREMISES 24
 B.1. General Description of the Utility System, Lateral Extent of the Right-of-Way, and Points of Demarcation: 24
 B.2. General Description of the Areal Extent of the Utility System:..... 25
 B.3. Description of Restricted Access Areas Under Condition 22.2: 29
EXHIBIT C—ENVIRONMENTAL BASELINE SURVEY 30

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

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 Florida, a Right-of-Way for operation of a utility system for the supply of natural gas at MacDill AFB, FL (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 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 6 ARW/CC, 8208 Hangar Loop Drive, Suite 1, MacDill AFB, FL 36112-6334, 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 Florida, 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.

Right-of-Way No. _____

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

The map or maps attached as this Exhibit A 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.

Maps are available, by request to the Government, in Microstation format on CD. The following files are included on the CD entitled “*MacDill Air Force Base Natural Gas Utility System plans*”

g-06-01.dgn Natural Gas System

G-06 G-Tab for Natural Gas System for MacDill AFB

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:

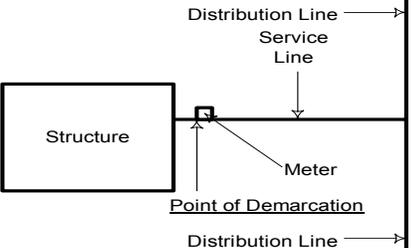
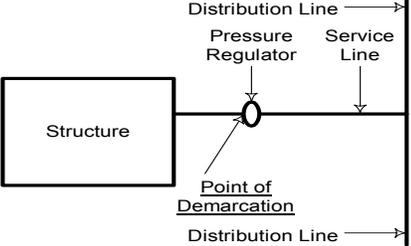
The utility system may be composed of, without limitation, the district regulator stations, distribution mains, valves, valve boxes, service lines, regulators, cathodic protection system components including but not limited to anodes and test stations, service lines, and meters used to deliver natural gas to end users on the Installation.

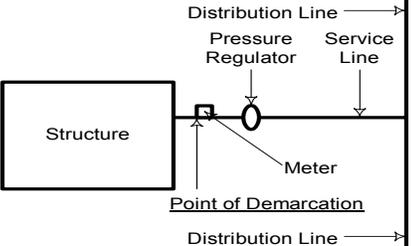
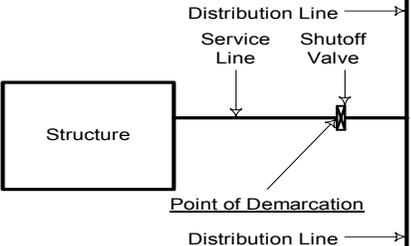
LATERAL EXTENT OF UTILITY SYSTEM RIGHT-OF-WAY:

26-feet-wide, extending 13 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 the down stream side of the natural gas meter.	Natural gas service to the building is metered.	 <p>The sketch shows a rectangular box labeled 'Structure' on the left. A horizontal line representing the 'Distribution Line' runs from the structure to the right. A vertical line labeled 'Service Line' connects the 'Distribution Line' to the structure. A 'Meter' is located on the 'Service Line' between the structure and the 'Distribution Line'. An arrow points to the meter with the label 'Point of Demarcation'. The 'Distribution Line' continues to the right, ending in an arrowhead. Labels 'Distribution Line' and 'Service Line' are placed above and below the line respectively.</p>
POD is the down stream side of the pressure regulator.	Natural gas service to the building is regulated but not metered.	 <p>The sketch shows a rectangular box labeled 'Structure' on the left. A horizontal line representing the 'Distribution Line' runs from the structure to the right. A vertical line labeled 'Service Line' connects the 'Distribution Line' to the structure. A 'Pressure Regulator' is located on the 'Service Line' between the structure and the 'Distribution Line'. An arrow points to the pressure regulator with the label 'Point of Demarcation'. The 'Distribution Line' continues to the right, ending in an arrowhead. Labels 'Distribution Line' and 'Service Line' are placed above and below the line respectively.</p>

Point of Demarcation (POD)	Applicable Scenario	Sketch
POD is the down stream side of the closest apparatus to the exterior of the facility.	More than one apparatus is connected to the service line feeding the facility.	
POD is the closest shutoff valve to the exterior of the building.	No meter or regulator exists at the facility.	

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
Base Entry Point	Down side of the TECO pipe manifold as it enters the ground at Bldg 23
Housing – Staff Circle	Downstream side of valve number 107
Housing – Seacord, Bridge, Kenwere	Downstream side of valve number 104 and upstream of valve number 141
Housing - Chevron and McClland	No natural gas service

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

**FINAL
MACDILL AFB FL
AREAL EXTENT DESCRIPTION
NATURAL GAS DISTRIBUTION
2 MAY 03**

Tampa Electric Company – Peoples Gas (TECO) supplies natural gas to MacDill Air Force Base. Service is provided to the base from TECO at a pressure of 10 pounds per square inch gauge (psig). The gas main passes through a manifold and valve station

presently housed within a 385 SF structure (Building No. 23). This facility is owned by the USAF and is used to protect the natural gas equipment from the elements and allow ease of maintenance during inclement weather. All equipment downstream of the manifold is presently owned, operated and maintained by MacDill AFB personnel. The gas is distributed to 624 buildings on base through underground pipelines. In some areas the steel line has polypropylene pipe inserted inside the steel pipe. In areas where it was necessary to replace lines, polypropylene pipe has been installed in place of steel.

Beginning points of demarcation (POD) are the first piping connection downstream (load side) of the TECO master meter. Ending PODs are where the gas line enters a building beyond a regulator or meter. The intent of this areal description is to give a general flow pattern of the natural gas distribution system. Every line on every street may not be mentioned. This description is based on drawings provided by the base civil engineer office. Title of the drawing set is "MacDill AFB FL, 6th CES, Natural Gas Distribution. Basic date is 27 June 2000. Tab reference is G-06-01.dgn. 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.

Excluded from the privatization process are the TECO owned equipment on base. This includes lines along the north fence line and the meter and associated equipment at the entry point, building 23. Abandoned lines are also excluded.

The TECO main distribution line enters the base from the west along the north fence line. The TECO pipeline is inside the base perimeter. The line terminates at a manifold and valve station in building 23 located near the MacDill Gate on the north fence line. The gas station is located near the TECO electric substation. The base owns the building and TECO owns the line and meter. Three distribution lines exit the manifold building. One going south along the side of MacDill Avenue is a four-inch line. The other two distribution lines are six-inch lines in parallel on the north side of North Boundary Blvd.

The four-inch line on MacDill Avenue has a junction tee at a point south of the intersection with Sea Swallow Avenue. From this point a line goes west to building 925 on Royal Tern Avenue and around building 925 and south on Blackbird Street. It goes west across Blackbird Street to Kingfisher Street. The line crosses Kingfisher Street and goes north to building 924 where it ends at building 930. The line goes south along the east side of Kingfisher Street to building 1056 on Great Egret Avenue. The gas line goes east at the rear of building 1056 and across Blackbird Street. At the rear of building 1058 there is a piece of abandoned line where a new line was installed. The line continues east along the rear of building 1069 on Great Egret Avenue and turns north at MacDill Avenue to complete the loop to the junction tee at building 925. A line goes east from the junction tee and turns south along the east side of MacDill Avenue. It continues to a point near the end of MacDill Avenue and turns southwest and ends at building 1071.

Two six-inch lines from the manifold station go east on the north side of North Boundary Blvd to the northwest corner of the static display park where both lines go southeast. At valves V012 and V013 the lines turn east and southeast on the west side of Bay Shore Blvd. At a point northwest of building 499 the two lines separate with a line on each side of Tampa Point Blvd.

The line to the east side of the street has a junction tee at the intersection with Hangar Loop Blvd. An eight-inch line goes west from valve V021 to join the line on the west side of the street at V017. Continuing south on the east side of Tampa Point Blvd the six-inch line follows the route of the street bearing southeast at building 501. At Florida Keys Avenue a line branches east at the southwest corner of building 366. It crosses Florida Keys Avenue and goes southeast to Turnstone Avenue. At V086 a line goes SW-NE along the south side of Turnstone Avenue. It reaches to V108 at building 398 where it joins a NW-SE line. The northwest reach of this line is to building 397. A branch goes northeast along Staff Circle and ends at V115. The southeast reach of this line near the tennis courts turns northeast along Staff Circle and ends at valve V112.

The line going southwest from valve V108 has a branch line south to building 395. The gas line continues along the south side of Turnstone Avenue to valve V088 where it joins the NW-SE line on Tampa Point Blvd. This is the line previously described on the east side of Tampa Point Blvd. Continuing southeast on Tampa Point Blvd. There is a branch line to the west at Hillsborough Loop Drive and a NE-SW line at V103 at the intersection with Hangar Loop Drive. A two-inch line on the north side of Hangar Loop Drive goes northeast and ends in the parking lot for buildings 381 and 382. A six-inch line on the south side of Hangar Loop Drive goes northeast with gas service to buildings 8612, 8704, and 7903. It turns south on the east side of Paul Smith Drive. It crosses Tampa Point Blvd at building 7913 and turns east at building 769. (Notice the drawing has two buildings labeled as 7913.) At building 2015 a branch line goes north to building 8011. There are south branches to buildings on the north side of Bridges Drive. At building 8023 the gas line turns south along the west side of Bay Shore Blvd. At valve V130 a line goes southwest to buildings on Bridges Place. Within the Bridges Place circle there is a four-inch line going southwest to building 2014. The two-inch line ends at building 2018.

Going back to valve V131 on Bay Shore Blvd, the gas line on the west side of the street continues southeast. A branch line goes southwest to building 2037. At valve V132 a line goes southwest to buildings on the north part of Kenwere Drive. At building 1921 the line turns southwest. It turns south at V140 near building 2003 and back east near building 2004. At building 1927 the line turns northeast into the circle of buildings on Kenwere Place extending in the north to building 1926 and to the south to building 1924. At building 1927 on Carthy Drive the gas line continues southeast then east to supply gas to buildings on Kenwere Drive. At building 8217 the line turns north on the west side of Bay Shore Blvd to complete the loop at V132 near building 8201.

Going back to V140 near building 2003 on Carthy Court, the gas line goes north to connect to the east west line on Kayvee Avenue. At V141 a six-inch line goes south. It turns southeast at building 2005 and goes cross country towards building 715 on

Emergency Drive where it turns south. It jogs around the west end of building 696 where there is an east branch to building 712. The line continues south and ends at Levitow Street.

Going back to V141 at building 127 on Kayvee Avenue, the gas line goes west then north at building 2025 to join the east west line going to Bridges Place to the east and Secord Avenue to the west. Two lines go north to supply buildings in the 2100 area. These line circle back to V123 on a NE-SW line on Hangar Loop Drive. The northeast portion of this line was described earlier in reference to V103. The southwest portion of the line on Hangar Loop Drive joins the line on Hillsborough Loop Drive at building 376. The northwest reach of this line is to a point beyond building 379 and near building 263.

A line goes northeast at building 379 to building 262 where it goes east and north around the building and northeast across Red Hibiscus Place. It goes around building 355 to the east and joins a NW-SE line at V089. At V094 on the southwest corner of building 355 a line goes southeast and joins the line on Hillsborough Loop Drive near the southeast corner of building 373. The southeast line at V089 and building 355 goes to the intersection with Turnstone Avenue to join the line previously described.

At the intersection of Tampa Point Blvd and Administration Avenue a gas line goes southwest from V083 at the northeast corner of building 355. This line goes west along the south side of Administration Avenue. A south branch at V069 west of building 250 has a west branch at V068 near building 263. The line goes west to Condor Street. West of building 2002 the line on Administration Avenue splits to a northwest line that joins a north south line on Condor Street at V052. The southeast portion of the split goes around the east end of building 252 and joins the line on Hillsborough Loop Drive.

Going north on Condor Street the gas line crosses Administration Avenue and becomes two north lines on either side of buildings 143 and 147 where they join a SW-NE line on Hillsborough Loop Drive. The north south line at the east side of building 147 continues northwest to Hangar Loop Drive where it turns west at V030 and follows the east side of the street. This line continues on Hangar Loop Drive. The line east of building 8430 at the soccer field has been described.

Going back to building 147 off Pink Flamingo Avenue the line extending northeast goes to Tampa Point Blvd where it joins two lines going south. At Gull Place a line goes from V151 northwest to Hangar Loop Drive and southwest to Brown Pelican Avenue where it turns south to the parking lot for building 500. The line turns southwest to Pink Flamingo Avenue. The line going southwest from building 147 turns south on Seminole Indian Place and southeast at Hillsborough Loop Drive to building 299. The line turns north to Administration Avenue. A west branch off this line begins at V068 east of building 2020. It goes to Condor Street. The line on Condor Street goes NE-SW past the pool, building 47. There is a north south line at the west of building 299 from V074 in the north to V062 in the south at Hangar Loop Drive.

A north south line on the east side of Cypress Stand Street begins at a point northeast of building 300. The line follows the route of Cypress Strand Street turning southeast at building 303 and south between buildings 49 and 847 where it joins the line on Marina Bay Drive at V204. The north reach of the line on Marina Bay Drive is to building 52. The south extent follows the route of Marina Bay Drive turning south and southwest. At Longhorn Trail it turns south and ends at buildings 1885 and 1886. This is the southwest extent of the line off Marina Bay Drive. A north branch off Marina Bay Drive at V201 is to buildings 861 and 862. This completes the description of the natural gas distribution system at MacDill AFB.

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

Description	Facility #	State Coordinates	Other Information
NONE			

EXHIBIT C—ENVIRONMENTAL BASELINE SURVEY

In accordance with Condition 19, the EBS titled “Environmental Baseline Survey, MacDill Air Force Base” and dated March 2000 is hereby incorporated by this reference. The Executive summary of the survey is provided below and the full report will be available in the technical library.

EXECUTIVE SUMMARY

This Environmental Baseline Survey (EBS) for Utility Privatization has been prepared to document the physical condition of specific properties at MacDill Air Force Base (MacDill AFB), Florida. The surveyed properties include the electric, potable water, natural gas, and wastewater utility corridors and the adjacent properties. The subject properties were surveyed to determine if there were any environmental concerns resulting from the storage, use, release, and disposal of hazardous substances and petroleum products and their derivatives. The EBS establishes a baseline for use by the Air Force in making decisions concerning privatization of the specified utilities. The preparation of an EBS is required by the *Environmental Baseline Surveys in Real Estate Transactions* (25 April 1994) Air Force Instruction (AFI) 32-7066 whenever any real estate within the United States, its territories, and its possessions have been identified for acquisition, out-grant, or disposal by the Air Force. The subject property addressed in this EBS is proposed for transfer by privatization. Although primarily a management tool, this EBS assists the Air Force in meeting its obligations under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 United States Code Section 9620(h)(1), as amended by the Community Environmental Response Facilitation Act (CERFA) (Public Law 102-426).

This EBS was based on information obtained through a records search, interviews, and visual inspections. The records search included a review of available Air Force and other agency records. The EBS also includes an assessment of the environmental conditions of properties immediately adjacent to or relatively near the subject parcels that could pose environmental concerns and/or affect the subject properties.

SUBJECT PROPERTY CATAGORIZATION

All individual utility lines are classified as **Category 1**. Based on an analysis of the available data, the majority of the electric, potable water, natural gas, and wastewater utility corridors are classified as **Category 1**. Category 1 is defined as: areas where no release or disposal of hazardous substances or petroleum substances has occurred (including no migration of these substances from adjacent areas).

The electric, potable water, natural gas, and wastewater utility corridors in the vicinity of Installation Restoration Program (IRP) sites ST016, ST022, FT023, SS032, ST038, ST039, ST052, ST054, ST056, SSO65, and AOC83 are classified as **Category 2**. Category 2 is defined as: areas where only release or disposal of petroleum substances has occurred. This category is applied since petroleum substances releases have been reported in the corridor.

The electric, potable water, natural gas, and wastewater utility corridors in the vicinity of IRP sites LF004, WP013, SS021, OT029, SSO31, and SS034 are classified as **Category 3**. Category 3 is defined as: areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response. IRP studies have been completed, and No Further Action is required at these facilities.

There are no utility corridors classified as **Category 4**. Category 4 is defined as: areas where release, disposal, and/or migration of hazardous substances has occurred, and removal or remedial actions have been taken.

The electric, potable water, natural gas, and wastewater utility corridors in the vicinity of IRP sites LF002, SS017, OT024, SD026, OT028, ST057, and SS061 are classified as **Category 5** since interim source removal measures are on going but have not been completed. Category 5 is defined as: areas where release, disposal, and/or migration of hazardous substances has occurred, and removal or remedial actions are under way, but not yet taken.

The electric, potable water, natural gas, and wastewater utility corridors in the vicinity of IRP sites LF003, LF005, LF006, LF007, LF008, LF009, LF010, LF011, LF012, WP014, SS018, SS020 SS076, ST025, ST037, and AOC82 are classified as **Category 6**. Category 6 is defined as: areas where release, disposal, and/or migration of hazardous substances has occurred and evaluation is complete, but remedial actions have not been implemented.

There are no utility systems classified as **Category 7**. Category 7 is defined as: areas that have not been evaluated or require additional evaluation. The RCRA Facility Investigation (RFI) has not been initiated at these facilities.

SUBJECT PROPERTY FINDINGS

The findings for the various environmental factors considered in this EBS for the subject properties are described below. With the exception of the property contained within the boundaries of United States Special Operations Command (USSOCOM) compound, all properties were visually inspected on Base. Interviews were conducted for properties that may store hazardous materials, wastes, or petroleum products.

Hazardous Substances. There are numerous facilities at MacDill AFB that use hazardous materials and generate hazardous wastes. There are fifteen hazardous waste accumulation areas associated with Installation Restoration Program (IRP) site ST037. With the exception of IRP sites, there are no other known releases of hazardous substances documented in Base files. There was no visible evidence of contamination found in the subject properties during the May and August 1999 Visual Site Inspections (VSI).

Petroleum Substances. The types of petroleum substances used at MacDill AFB include JP-8, diesel fuel, gasoline, heating oil, and hydraulic fluid. These petroleum substances are typically stored in 55-gallon drums, underground storage tanks (USTs), or aboveground storage tanks (ASTs) that are near their point of use. There are seven Florida Administrative Code (FAC) 62-777 petroleum compliance sites identified in the electric, potable water, and wastewater utility corridors.

Spill records for the past four years were reviewed to identify petroleum substance spills within the utility corridors. There was a release of JP-8 at Building 75 (Pumphouse X). A valve broke while pressure testing a line, and fuel was released into a grassy area and a valve pit. The grassy area is an IRP site (formerly ST019, now incorporated into ST057), and the spill will be included in the cleanup of the site.

Storage Tanks and Related Systems. Thirty-one ASTs and eight USTs were identified in the utility corridors. No environmental concerns regarding these tanks were noted in the VSI or in the Base file review.

Treatment Systems and Components. There are no oil/water separators in the utility corridors.

Installation Restoration Program (IRP) Sites. There are 41 IRP sites located in the electric, potable water, natural gas, and wastewater utility corridors. Two have remedial action plans, fifteen are undergoing investigations under Resource Recovery and Conservation Act (RCRA), and two sites are undergoing confirmation sampling. Eleven sites are either still under study or are being remediated. Two sites are undergoing long-term monitoring. Six sites require no further action, one site is closed, and one site has land use control restrictions. One site is currently awaiting closure pending a decision by the Florida Department of Environmental Protection (FDEP). Two sites (STO19 and SS027) have no status because they have been integrated into STO57. While they are listed separately in the IRP table, they are not counted as part of the total number of IRP sites on MacDill AFB.

An area of suspected contamination in the electric, potable water, natural gas, and wastewater utility corridors was identified at the construction site for the new Junior Non-Commissioned Officer's (NCO) Housing Project-Phase I. The IRP

site designation is AOC83. Approximately 1,600 tons of soil was removed for offsite disposal in May 1999. Further excavation and removal will be necessary.

Air Quality. MacDill AFB has been issued an air emissions permit by the Environmental Protection Commission of Hillsborough County. The regulated emissions at MacDill AFB include JP-8 tanks, an additive storage tank, steam-generating boilers, liquid oxygen/nitrogen generators, spray paint booths, and a bead-blasting booth. Air quality issues should not affect the utility corridors.

Asbestos Containing Materials (ACM). Several buildings in the utility corridors tested positive for ACM. These include an electrical power substation, two sanitary sewer lift stations, a wastewater treatment facility, and a utility vault. ACM was found in the samples from some of these buildings. Some potable water and wastewater pipelines are made of asbestos cement. Procedures for ACM abatement are contained in the MacDill AFB "Asbestos Management and Operations Plan" (USAF, 1996c).

Drinking Water Quality. Drinking water is supplied to MacDill AFB by the City of Tampa. The supply is routinely tested and consistently reported to meet Primary and Secondary Drinking Water Standards.

Lead-Based Paint (LBP). A majority of buildings that are associated with the electric, potable water, natural gas, and wastewater utilities have not been sampled for LBP. However, due to the age of the buildings, there is a potential for LBP. Positive results for LBP were obtained for two electrical substations, a water pump station, and two sanitary sewer lift stations. Procedures for handling LBP contaminated surfaces are contained in the MacDill AFB Lead-Based Paint Management Plan.

Medical/Biohazardous Waste. Medical or biohazardous waste is stored in Building 686 located behind the hospital. It is collected and disposed of by an off-site contractor.

Ordnance. Munitions are stored in storage igloos in the 800 series buildings, and they are all in the electric utility corridor. The land surrounding these buildings is included in IRP site ST037 and include the electric, potable water, and wastewater utility corridor. Chemical warfare storage and training took place at the southern end of the Base. Mustard gas and other unknown agents were stored at the toxic gas yard, and used at the gas obstacle course. The electric, potable water, and wastewater utility corridors are affected. IRP site LF011 is a Chemical Munitions Landfill, and the electrical utility is present at this location. The area is restricted, and no admittance is allowed. The small arms firing range is located at Building 801, and the potable water utility is associated with this site.

Pesticides. Pesticides are used around the buildings, fence lines, and on the golf course at MacDill AFB in accordance with manufacturer's instructions.

Chlordane was used prior to 1982 on grasses, and around and under structures according to manufacturers' instructions.

Polychlorinated Biphenyls (PCBs). The majority of the transformers at MacDill AFB that contained PCB oil were removed and replaced with transformers containing non-PCB oil. A transformer located inside Building 501 was retrofilled in place, and no spills were reported. The removed transformers were stored at area 1075 for ultimate off-site disposal. Installation-wide sampling for PCBs was completed in 1988. Based on the survey several PCB containing transformers were found and replaced. Currently, all transformers and switchstations are reported to be PCB-free.

Radon. A radon survey conducted in 1987 determined that radon is not a concern at MacDill AFB (USAF, 1987).

Radiological Substances. No radioactive waste is generated or stored on the Base according to an interview with 6 AMDS/SGPB. There are several facilities that use instrumentation that contain radioactive materials. There have been no reported spills of radioactive substances in the utility corridors.

Cultural Resources. There are 45 significant historic sites (facilities) that are eligible as a district in the National Register of Historic Places (NRHP) within the electric, potable water, natural gas, and wastewater utility corridors at MacDill AFB. There are two identified prehistoric sites in the electric, potable water, and wastewater utility corridors. Both are eligible for listing in the NRHP.

Threatened and Endangered Species and Critical Habitats. The southeastern American kestrel, burrowing owl, and gopher tortoise have previously been observed on the Base. The majority of the wildlife species are located in or around the mangrove or forested upland communities at MacDill AFB.

There are two bald eagle's nests located on the Base. The electrical, potable water, natural gas, and wastewater utility corridors all transect the clear zones around the nests. Construction and maintenance to the lines is required to take place outside the nesting season that runs from May 15 to October 1. Emergency repairs during those times must be coordinated with the United States Fish and Wildlife Service (USFWS).

Wetlands. An United States Army Corps of Engineers (USACE) certified wetland delineator indicated wetlands at MacDill AFB cover approximately 1,195 acres around the southern and western perimeter of the Base (USAF, 1998d). The potable water utility corridor was observed transecting the mangrove wetlands at Catfish Point Place and Marina Bay Drive. The utility corridors for electric, natural gas, and wastewater all transect portions of the wetlands on Base. An Environmental Resource Permit (ERP) will be needed for any new utility construction in a wetland. Routine line maintenance does not require a permit.

Floodplain. The 100-year floodplain at MacDill AFB covers 80 percent of the Base. Large portions of all of the utility corridors at MacDill AFB are in the floodplain.

Landslide/Sinkholes. Landslides are not a concern at MacDill AFB due to the incremental change in elevation at the Base. According to a report provided by MacDill AFB, sinkhole activity is minimal with only one identified during a 1985 study (Beck et al., 1985; USAF, 1995a).

Seismic Conditions. According to the Florida Geological Survey (1991), the State of Florida is in a region that is classified as stable.

Water Rights. There are no water rights issues identified regarding the privatization of the utilities at MacDill AFB.

Prime and Unique Farmlands, Timberlands, or Mineral Resources. There are no prime and unique farmlands, timberlands, or mineral resources identified at MacDill AFB.

ADJACENT PROPERTY FINDINGS

The majority of the properties adjacent to the subject properties consist of industrial, commercial, residential, open land, and the airfield at MacDill AFB. With the exception of United States Special Operations Command (USSOCOM), all properties were visually inspected within Base boundaries and interviews were conducted for properties that may store hazardous materials and/or petroleum products, or waste.

The VSI found visual evidence of storage of hazardous substances and petroleum and its derivatives on adjacent properties on MacDill AFB. A review of Base records also located several IRP sites adjacent to the utility corridors at MacDill AFB.

Hazardous Substances. Hazardous materials commonly used at MacDill AFB include organic solvents, chlorine, freon, paints, thinners, oils, lubricants, adhesives, compressed gases, pesticides, herbicides, nitrates, and chromates. Types of hazardous waste generated at MacDill AFB include spent batteries, solvents, waste oil, waste fuels, and paint wastes. There are 49 locations considered adjacent properties where hazardous materials are stored, and 46 locations where hazardous waste is stored at MacDill AFB. There were no environmental concerns regarding hazardous materials or waste storage noted during the VSI.

Petroleum Substances. The types of petroleum substances used at MacDill AFB in the adjacent properties include JP-8, diesel fuel, gasoline, heating oil, and

hydraulic oil. These petroleum substances are typically stored in 55-gallon drums, USTs, or ASTs that are near their point of use.

There are 12 petroleum compliance sites administered under FAC 62-777, and they are adjacent to the electric, potable water, natural gas, and wastewater utility corridors. Also, there are five adjacent used oil collection sites.

Storage Tanks and Related Systems. According to the 6 CES/CEV, there are 48 USTs and 40 ASTs located in adjacent properties. No documented problems with these tanks were identified in Base files.

Treatment Systems and Components. There are 19 active oil/water separators adjacent to the utility corridors. These oil/water separators discharge to the sanitary sewer system. There are environmental concerns relating to some of the oil/water separator locations. Sixteen of the oil/water separators are included in IRP site SS035. There are a total of 42 oil/water separators in SS035, and they occur adjacent to the electric, potable water, natural gas, and wastewater utility corridors.

There are some local septic tanks, drainfields, and on-site systems in the remote areas of the Base to buildings without wastewater utility service.

Installation Restoration Program (IRP) Sites. There are 17 IRP sites located in properties adjacent to the electric, potable water, natural gas, and wastewater utility corridors. Ten sites are undergoing either confirmation sampling, investigation, or assessment. Four sites require no further action, one site is in long-term monitoring, and two sites are closed. Due to the remoteness of these sites with respect to each of the utility corridors, the potential is low that they could pose an environmental concern.

Air Quality. Air quality issues at adjacent properties would not pose a concern to the utility corridors.

Asbestos Containing Materials (ACM). ACM in adjacent properties would not pose a concern to the utility corridors. Procedures for ACM abatement are contained in the MacDill AFB “Asbestos Management and Operations Plan” (USAF, 1996c).

Drinking Water Quality. The City of Tampa supplies drinking water to MacDill AFB. Water quality meets the standards of the Safe Drinking Water Act.

Lead-Based Paint (LBP). LBP in adjacent properties would not pose a concern to the utility corridors. Procedures for handling LBP containing materials are included in the MacDill AFB “Lead-Based Paint Management Plan” (USAF, 1995d).

Medical/Biohazardous Waste. Medical waste is generated at the MacDill AFB Hospital and Dental Clinic (Building 711). All medical/biohazardous waste is picked up monthly by a contractor for off-site disposal.

Ordnance. There is one case of suspected unexploded ordnance at MacDill AFB. A 500-pound mustard gas bomb may potentially be in the mangroves at the south end of the Base. Efforts to find the bomb have been unsuccessful. Also, the Skeet Range is located in the vicinity of Building 907 adjacent to the electric and wastewater utility corridors.

Pesticides. Pesticides are used only in structures and on the golf course; however, herbicides and mosquito control pesticides are used base-wide. There were no reported incidences of releases of pesticides. There is a record of chlordane use prior to 1982 on the Base.

Polychlorinated Biphenyls (PCBs). With the possible exception of light ballasts, there are no PCBs in adjacent properties. Therefore, PCBs would not pose a concern to the utility corridors.

Radon. Radon test results indicate that it is not a concern at MacDill AFB (USAF, 1987).

Radiological Substances. According to an interview with 6 AMDS/SGPB, Bioenvironmental Engineering, there are no radioactive wastes created or stored on MacDill AFB. Therefore, radiological substances would not pose a concern to the utility corridors.

Cultural Resources. Historic sites/buildings in adjacent properties would not pose a concern to the utility corridors.

Threatened and Endangered Species and Critical Habitats. State- and federally-listed threatened or endangered species or species of special concern may potentially occupy MacDill AFB. The majority of these species occupy the mangrove and forested upland communities. The southeastern American kestrel, burrowing owl, and gopher tortoise have previously been observed on the Base.

There are two bald eagle's nests located on the Base. Portions of the clear zones around the nests are adjacent to the electric, potable water, natural gas, and wastewater utility corridors. Any construction activities in the clear zones must take place outside the nesting season that runs from May 15 through October 1. Coordination with the USFWS must occur prior to any activities within the clear zones.

Wetlands. A jurisdictional delineation performed by an USACE certified wetland delineator indicated that wetlands cover approximately 1,195 acres around the southern and western perimeter of the Base. Parts of the electrical,

potable water, natural gas and wastewater utility corridors transect small portions of the wetlands along Bayshore Boulevard and other areas of the Base. However, most of the wetlands are considered adjacent to the utility corridors. Future construction plans for the utility systems should include a specific jurisdictional wetland survey to identify all potential wetland impacts to the adjacent property.

Floodplain. Eighty percent of the land at MacDill AFB is located in the floodplain. However, floodplains in adjacent properties would not pose a concern to the utility corridors.

Landslide/Sinkholes. Landslides are not a concern at MacDill AFB or the adjacent properties due to the incremental change in elevation at the Base and surrounding area. According to a report provided by MacDill AFB, sinkhole activity is minimal (USAF, 1995a).

Seismic Conditions. According to the Florida Geological Survey (1991), the state of Florida is in a region that is classified as stable.

Water Rights. Water rights issues in the adjacent properties would not pose a concern to the utility corridors.

Prime and Unique Farmlands, Timberlands, or Mineral Resources. There are no identified prime and unique farmlands, timberlands, or mineral resources in properties adjacent to the utility corridors.

PROPERTY CATEGORIZATION

As previously described, the majority of the electric, potable water, natural gas, and sanitary sewer utility corridors are classified as Category 1. However, a number of areas are ranked in higher categories. Areas in the vicinity of eleven IRP sites are classified as Category 2, and areas in the vicinity of six IRP sites are classified as Category 3. There are no utility systems classified as Category 4. Areas in the vicinity of seven IRP sites are classified as Category 5, and areas in the vicinity of sixteen IRP sites are classified as Category 6. There are no utility systems classified as Category 7 at MacDill AFB. Properties classified as Categories 1 through 4 are eligible for transfer.