

**DEPARTMENT OF THE AIR FORCE**  
**GRANT OF EASEMENT**  
**FOR**  
**LOWNDES COUNTY, GEORGIA**  
**ON**  
**MOODY AIR FORCE BASE, GEORGIA**

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## DEPARTMENT OF THE AIR FORCE

### GRANT OF EASEMENT

#### PREAMBLE

**THE UNITED STATES OF AMERICA**, acting by and through the Secretary of the Air Force (the "Government"), under and pursuant to the authority granted in 10 U.S.C. § 2668, the Secretary of the Air Force having determined that no more land than needed for the Easement is included herein, and the granting of this Easement is not against the public interest; does hereby grant and convey to Lowndes County, a municipality of the state of Georgia, duly incorporated in the State of Georgia and authorized to do business in this State Grantee an exclusive Easement to to expand and pave a road around and on parts of Moody AFB, Georgia, as described in Exhibit A and depicted on Exhibit B (the "Easement Area"). The Grantor and Grantee may be referred to as Parties or separately as a Party.

#### BASIC TERMS

##### 1. TERM

**1.1 Term.** This Grant shall be for a term of 5 years commencing 1 Aug 2021 and ending 31 July 2026 unless sooner terminated.

**1.2 Termination.** The Government may terminate this easement at any time in the event of national emergency as declared by the President or the Congress of the United States, base closure, deactivation or substantial realignment, or in the interest of national defense upon 120 days' written notice to Grantee. If the giving of such notice is impracticable under the circumstances, the Secretary will use good faith efforts to give Grantee such advance written notice as the circumstances permit.

##### 2. RENT

**2.1.** The consideration for the easement shall be the maintenance and protection of the easement area, which consists of approximately 3.038 acres of Government-owned land. The County will expend funds to pave a dirt road located at the north end of the Installation boundary and erect a fence as approved by the Installation Commander. The paving of the road is essential to reduce dust and other debris to avoid potential hazards that could impact the flying mission.

### 3. CORRESPONDENCE

**3.1** Any notices pursuant to this Easement shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) email, in each case addressed as follows:

GOVERNMENT:  
23 CES/CEIAP  
Moody Air Force Base  
3485 Georgia St,  
Moody AFB, GA 31699

GRANTEE:  
Lowndes County  
327 N. Ashley St  
Valdosta, GA 31601

### 4. USE OF EASEMENT AREA

**Permitted Uses.** The Grantee shall use the Easement Area solely for purposes of expanding and paving a road around Moody AFB, Georgia. Grantee's use of the Easement Area shall comply, at Grantee's sole cost and expense, with all Applicable Laws. The Grantee shall not use or occupy the Easement Area in any manner that is unlawful, dangerous, or that results in waste, unreasonable annoyance, or a nuisance to the Government.

**Grantee Access.** Grantee is granted the nonexclusive right the land associated with the road expansion and paving on Moody AFB, Georgia in common with the Grantor and its grantees and licensees for access to and from the Easement Area and the nearest public street or highway.

**4.1 Government's Right of Access And Inspection.** Government shall have the right to enter the Easement Area at any time and shall have the right to reasonably inspect Grantee's use of it and any of Grantee's improvements or property placed thereon, without notice. Government shall have the right to enter the Premises at any time and shall have the right to reasonably inspect the Premises and Grantee's property placed thereon. In accepting the privileges and obligations established hereunder, Grantee recognizes that the Installation serves the national defense and that Government will not permit the Grantee to interfere with the Installation's military mission. This Installation is an operating military Installation which is closed to the public and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. § 797 and of 18 U.S.C. § 1382. Access to the Installation is subject to the control of the Installation Commander and is governed by such regulations and orders. Any access granted to Grantee, its officers, employees, partners, members, contractors of any tier, agents, invitees, others who may be on the Premises at their invitation, or assignees ("Grantee Parties") is subject to such regulations and orders. This Easement 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 Easement. Violation of any such regulations, orders, or conditions may result in

the termination of this Easement. 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 Grantee Parties while on the Installation.

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

**4.3 No Obstructions.** Neither party shall use the property nor construct, erect, or place any objects, buildings, structures, signs, or wells of a permanent nature on, under, or over the Easement Area that will unreasonably interfere with the other Party's use of the premises, as set out in this Easement or its reservations.

**4.4 Limitation Of Grantee Rights.** Except as is reasonably required to affect the purpose of this Easement, the Grantee has no right of use, license, easement, servitude, or usufruct, for any purpose, by necessity or otherwise, express or implied, on, over, across, or under any of the real property of the Government, and the Grantee agrees not to assert any such right or interest by reason of this Easement.

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

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

**5.2 Remedies For Non-Compliance.** In the event the Grantee fails to comply with any obligation under this Easement, the Government may pursue monetary damages, equitable relief, or both, and the Grantee shall reimburse the Government for its attorney fees and costs

## **OPERATION OF THE EASEMENT AREA**

### **6. EASEMENTS AND RIGHTS OF WAY**

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

## 7. CONDITION OF EASEMENT AREA

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

## 8. MAINTENANCE OF EASEMENT AREA

**8.1 Maintenance of Easement Area.** The Grantee, at no expense to the Government, shall at all times preserve, maintain, repair, and manage the Easement Area, Grantee improvements, and Grantee equipment in an acceptable, safe, and sanitary condition in accordance with this Easement.

**8.2 Damage to Government Property.** If the Grantee damages or destroys any real or personal property of the Government, the Grantee shall promptly repair or replace such real or personal property to the reasonable satisfaction of the Government. In lieu of such repair or replacement, the Grantee shall, if so required by the Government, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of damage or destruction of Government property, including natural resources.

## 9. TAXES

9.1 The Grantee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the term of this Easement may be imposed on the Grantee or the Easement Area.

## 10. INSURANCE

**10.1 Risk of Loss.** The Grantee shall in any event and without prejudice to any other rights of the Government bear all risk of loss or damage or destruction to the Easement Area, and any building(s), Easement Area improvements, Grantee equipment, fixtures, or other property thereon, arising from any causes whatsoever, with or without fault by the Government, provided, however, the Government shall not be relieved of responsibility for loss or damage that is solely

the result of the gross negligence or willful misconduct of the Government to the extent such loss or damage is not covered by coverage of insurance required under this Easement.

**10.2 Grantee Insurance Coverage.** During the entire Easement Term, the Grantee, at no expense to the Government, shall carry and maintain the following types of insurance;

10.2.1 Commercial general liability insurance, on an occurrence basis, insuring against claims for bodily injury, death and property damage, occurring upon, in or about the Easement Area, including any building thereon and sidewalks, streets, passageways and interior space used to access the Easement Area. Such insurance must be effective throughout the Easement Term, with limits of not less than \$1,000,000 per occurrence, general aggregate and products and completed operations aggregate, and include coverage for fire, legal liability, and medical payments. This coverage may be provided under primary liability and umbrella excess liability policies and shall include business auto liability insurance that insures against claims for bodily injury and property damage arising from the use of “any auto” with a combined single limit of \$1,000,000 per accident. All liability policies shall be primary and non-contributory to any insurance maintained by the Government

10.2.1.1 The insurance carried and maintained by the Grantee pursuant to Paragraph 10.2.1 shall provide coverage to protect the Government from any damage and liability for which the Grantee is liable or responsible or agrees to hold harmless and indemnify the Government under this Easement.

10.2.1.2 Commercial general liability and business auto liability insurance required pursuant to Paragraph 10.2.1 shall be maintained for the limits specified and shall provide coverage for the mutual benefit of the Grantee and the Government as an additional insured with equal standing with the named insured for purposes of submitting claims directly with the insurer

10.2.2 Workers’ compensation or similar insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against the Government or the Grantee, in form and amounts required by law (statutory limits), and employers’ liability, with limits of \$1,000,000 each coverage and policy limit.

**10.3 General Requirements.** All insurance required by this Easement shall be: (i) effected under valid and enforceable policies, in such forms and amounts required under this Easement, (ii) issued by Qualified Insurers defined for purposes of this paragraph as insurers authorized to do business and to issue the insurance policies required under this Paragraph 10 in the State of Georgia; (iii) provide that no reduction in amount or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by the Government of written notice thereof; (iv) provide that any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon ten (10) days’ written notice to the Government; (v) provide that the insurer shall have no right of subrogation against the Government; and (vi) be reasonably satisfactory to the Government in all other respects. Proceeds under all policies of insurance carried and maintained to provide coverage required by this Paragraph 10 shall be available only for the stated purposes of the insurance. Under no circumstances will the Grantee be entitled to

assign to any third-party rights of action that the Grantee may have against the Government in connection with any insurance carried pursuant to this Paragraph.

**10.4 Evidence of Insurance.** The Grantee shall deliver or cause to be delivered upon execution of this Easement (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Paragraph 10), at the Government's option, a certified copy of each policy of insurance required by this Easement, or a certificate of insurance evidencing the insurance and conditions relating thereto required by this Easement, in a form acceptable to the Government, and including such endorsements necessary to afford additional insured status.

**10.5 Damage or Destruction of Easement Area.** In the event all or part of the Easement Area is damaged (except de minimis damage) or destroyed, the risk of which is assumed by the Grantee under Paragraph 10.1, the Grantee shall promptly give notice thereof to the Government and the Parties shall proceed as follows:

10.5.1 In the event that the Government, in consultation with the Grantee, determines that the magnitude of damage is so extensive that the Easement Area cannot be used by the Grantee for its operations and the repairs, rebuilding, or replacement of the Easement Area cannot reasonably be expected to be substantially completed within three (3) months of the occurrence of the casualty ("Extensive Damage or Destruction of Easement Area"), either Party may terminate this Easement as provided in Paragraph 5.1. If this Easement is terminated pursuant to Paragraph 5.1, any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied to the restoration of the Easement Area in accordance with Paragraph 13.

10.5.2 In the event that the Government, in consultation with the Grantee, shall determine that Extensive Damage or Destruction of the Easement Area has not occurred, then neither Party shall have the right to terminate this Easement. The Grantee shall, as soon as reasonably practicable after the casualty, restore the Easement Area as nearly as possible to the condition that existed immediately prior to such loss or damage. Any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied first, to restoring the damaged area and removing any related debris to the reasonable satisfaction of the Government and second, to repairing, rebuilding, and/or replacing the Easement Area to the reasonable satisfaction of the Government.

## 11. ALTERATIONS

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



**11.2 Airfield Construction.** Any new construction or alteration at the end of the runway, or within lateral clear zones for the runway, shall comply with any applicable DAF requirements, such as those contained in Unified Facilities Criteria (UFC) 3-260-01 titled "Airfield and Heliport Planning and Design," dated 4 February 2019, as amended.

**11.3** The Grantee shall be responsible for grounds maintenance of the Easement Area without cost to the Government.

## **12. COSTS OF UTILITIES/SERVICES**

**12.1** The Grantee shall be responsible for all utilities, janitorial services, refuse collection and building and grounds maintenance of the Easement Area without cost to the Government.

## **13. RESTORATION**

**13.1 Grantee's Removal Obligation.** Upon the expiration, abandonment, or termination of the Easement, Government may elect, in its sole discretion, to require Grantee to remove all its improvements and other property from the Easement Area and restore the Easement Area at Grantee's sole expense to substantially the same condition that existed immediately before the grant, all to Government's satisfaction. Government shall give notice to Grantee of such election within a reasonable time after learning of Grantee's abandonment, or together with Government's notice of termination. Alternatively, at those same times, Government may elect and give written notice to Grantee that some or all of Grantee's easement improvements and any other property Grantee may leave on the Easement Area will revert or be transferred to Government. Such reversion or transfer in lieu of Grantee's removal and restoration obligation shall be automatic and at no cost to Government and shall be effective on the Easement Expiration Date or the effective date of any abandonment or termination, without additional consideration, therefore. Grantee shall execute any documentation reasonably requested by the Government to confirm any transfer or conveyance.

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

## **CHANGES IN OWNERSHIP OR CONTROL**

### **14. ASSIGNMENT**

**14.1** The Grantee may not assign this Easement without the prior written consent of the Government.

## **15. LIENS AND MORTGAGES**

**15.1 Prohibition Against Liens and Mortgages on the Easement Area.** The Grantee shall not: (i) engage in any financing or other transaction creating any mortgage or security interest upon the Easement Area; (ii) place or suffer to be placed upon the Easement Area any lien or other encumbrance; (iii) suffer any levy or attachment to be made on the Grantee's interests in the Easement Area; or (iv) pledge, mortgage, assign, encumber, or otherwise grant a security interest in the Easement Area or the rents, issues, profits, or other income of the Easement Area.

## **ENVIRONMENT**

### **16. ENVIRONMENTAL PROTECTION**

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

**16.2 Environmental Permits.** The Grantee shall obtain at its sole cost and expense any environmental and other necessary permits required for its operations under this Easement, independent of any existing permits.

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

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

**16.5 Records Maintenance and Accessibility.** The Government's rights under this Easement specifically include the right for Government officials to inspect the Easement Area, upon reasonable notice as provided under Paragraph 4.3, for compliance with Applicable Laws, including environmental laws, rules, regulations, and standards. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Violations identified by the Government will be reported to the Grantee and to appropriate regulatory agencies, as required by Applicable Laws. The Grantee will be liable for the payment of any fines and penalties that may be imposed as a result of the actions or omissions of the Grantee.

**16.6 Grantee Response Plan.** The Grantee shall comply with all Installation plans and regulations for responding to hazardous waste, fuel, and other chemical spills

**16.7 Pesticide Management.** Any pesticide use will require prior Government approval.

**16.8 Compliance with Water Conservation Policy.** The Grantee will comply with the Installation water conservation policy, as amended from time to time (to the extent that such policy exists and the Grantee receives copies thereof), from the Commencement Date through the Expiration Date.

**16.9 Protection of Environment and Natural Resources.** The Grantee will use all reasonable means available to protect environmental and natural resources, consistent with Applicable Laws and this Easement. Where damage nevertheless occurs, arising from the Grantee's activities, the Grantee shall be fully liable for any such damage.

**16.10 Pesticides and Pesticide Related Chemicals in Soil.** The Grantee acknowledges that the surface soil on the Easement Area may contain elevated levels of pesticides and pesticide-related chemicals applied in the normal course of maintaining the Easement Area. The Grantee shall manage all such soil on the Easement Area in accordance with the requirements of any Applicable Laws. The Government will not be responsible for the injury or death of any person affected by such soil conditions

## **17. ASBESTOS-CONTAINING MATERIALS (ACM) AND LEAD-BASED PAINT (LBP)**

**17.1 Asbestos-Containing Materials (ACM).** The Grantee is hereby notified that the Easement Area may contain existing and former improvements, such as buildings, facilities, equipment, and pipelines, above and/or below the ground that may contain ACM. The Government is not responsible for any handling, removal or containment of asbestos or ACM, or to the extent consistent with applicable law, for any liability related thereto.

**17.2 Lead-Based Paint (LBP).** The Grantee is hereby notified that LBP materials may be present on exterior and interior surfaces of any facilities within the Easement Area or in the soil. The Grantee will be responsible at its sole cost and expense for the management, maintenance, removal and disposal of all LBP either located in or attributable to the Easement Area or any

improvements located thereon, necessary or required in connection with the use of the Easement Area. Removal and disposal of LBP must be carried out in compliance with all Applicable Laws

## **18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT**

**18.1 Compliance With Health and Safety Plan.** The Grantee agrees to comply with the provisions of any health or safety plan in effect under the Installation Restoration Program (IRP) (to the extent the Grantee has received notice thereof), or any hazardous substance remediation or response agreement of the Government with environmental regulatory authorities (to the extent the Grantee receives notice thereof if the agreement is not of public record) during the course of any of the response or remedial actions described in Paragraph 20.3. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Grantee. The Grantee and any assignees, licensees, or invitees shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof, except to the extent permitted under federal law, including the Federal Tort Claims Act.

**18.2 Occupational Safety and Health.** The Grantee must comply with all Applicable Laws relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes.

## **19. HISTORIC PRESERVATION**

**19.1** 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, as defined in the National Historic Preservation Act, 54 U.S.C. § 300101; Archaeological and Historic Preservation Act, 54 U.S.C. § 312501; Archaeological Resource Protection Act, 16 U.S.C. § 470aa; Antiquities Act, 54 U.S.C. § 320301; and Native American Graves Protection and Repatriation Act, 25 U.S.C. § 3001. In the event such items are discovered on the Easement Area, Grantee shall cease its activities at the site and immediately notify the Government and protect the site and the material from further disturbance until the Government gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Grantee.

## **20. INSTALLATION RESTORATION PROGRAM (IRP)**

**20.1 IRP Records.** On or before the Commencement Date, the Government shall provide the Grantee access to Administrative Record and Information Repository applicable to the Easement Area, if any, and thereafter shall provide to the Grantee a copy of any amendments to or restatements of Administrative Record documents affecting the Easement Area. If the Installation has been listed on the National Priorities List (NPL) at the time this Easement is granted, or is listed subsequent to the granting of this Easement, the Government will provide the Grantee with a copy of any Federal Facility Agreement (FFA) that is entered into between the Government and the U.S. Environmental Protection Agency (USEPA), along with any amendments to the FFA when they become effective. Should any conflict arise between the

terms of the FFA as it may be amended and the provisions of this Easement, the terms of the FFA shall govern.

**20.2 No Liability for Interference.** The Grantee expressly acknowledges that it fully understands the potential for some or all of the IRP response actions to be undertaken with respect to the IRP may impact the Grantee's use of the Easement Area. The Grantee agrees that notwithstanding any other provision of this Easement, the Government shall have no liability to the Grantee should implementation of the IRP or other environmental cleanup requirements, whether imposed by law, regulatory agencies, or the Government or the Department of Defense, interfere with the Grantee's use of the Easement Area. The Grantee shall have no claim or cause of action against the United States, or any officer, agent, employee, contractor, or subcontractor thereof, on account of any such interference, whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the IRP or under this Easement or otherwise.

**20.3 Government Right of Entry.** The Government and its officers, agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to the Grantee, to enter upon the Easement Area for the purposes enumerated in this Paragraph.

20.3.1 To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, testpitting, testing soil borings, and other activities related to the IRP;

20.3.2 To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;

20.3.3 To conduct any test or survey related to the implementation of the IRP or environmental conditions at the Easement Area or to verify any data submitted to the EPA or the State Environmental Office by the Government relating to such conditions; and

20.3.4 To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. Any investigations and surveys, drilling, testpitting, test soil borings, and other activities undertaken pursuant to this Subparagraph 20.2.4 shall be conducted in a manner that is as inconspicuous as practicable. Any monitoring wells, pumping wells, and treatment facilities required pursuant to this Paragraph 20.2.4 shall be designed and installed to be as inconspicuous as practicable. The Government shall attempt to minimize any interference with the Grantee's quiet use and enjoyment of the Easement Area arising as the result of such wells and treatment facilities. The Government shall, subject to the availability of appropriations therefor, repair any damage caused by its exercise of the rights in this Paragraph.

## **20.4 ACCESS FOR RESTORATION**

20.4.1 Nothing in this Easement shall be interpreted as interfering with or otherwise limiting the right of the DAF and its duly authorized officers, employees, contractors of any tier, agents, and invitees to enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an Federal Facility Agreement (FFA)

or required to implement the IRP conducted under the provisions of 10 U.S.C. §§ 2701-2705. The Grantee shall provide reasonable assistance to the DAF to ensure DAF's activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

20.4.2 The United States Environmental Protection Agency (USEPA) and the state in which the Easement Area is located, including their subordinate political units, and their duly authorized officers, employees, contractors of any tier, and agents may, upon reasonable notice to the Grantee and with DAF's consent, enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an FFA. The Grantee shall provide reasonable assistance to USEPA and the State to ensure their activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

## **21. ENVIRONMENTAL BASELINE SURVEY ENVIRONMENTAL CONDITION OF PROPERTY**

21.1 An Environmental Baseline Survey ("EBS") for the Easement Area dated 25 March 2019 has been delivered to the Grantee and is attached as Exhibit D hereto. The EBS sets forth those environmental conditions and matters on and affecting the Easement Area on the Easement Commencement Date as determined from the records and analyses reflected therein. The EBS is not, and shall not constitute, a representation or warranty on the part of the Government regarding the environmental or physical condition of the Easement Area, and the Government shall have no liability in connection with the accuracy or completeness thereof. In this regard the Grantee acknowledges and agrees that the Grantee has relied, and shall rely, entirely on its own investigation of the Easement Area in determining whether to enter into this Easement. A separate EBS for the Easement Area shall be prepared by the Government, after the expiration or earlier termination of this Easement ("Final EBS"). Such Final EBS shall document the environmental conditions and matters on and affecting the Easement Area on the Expiration Date as determined from the records and analyses reflected therein. The Final EBS will be used by the Government to determine whether the Grantee has fulfilled its obligations to maintain and restore the Easement Area under this Easement including, without limitation, Paragraph 13 and Paragraph 16. A Visual Inspection was performed on 22 Apr 2021 and is attached as Exhibit E.

## **GENERAL PROVISIONS**

### **22. GENERAL PROVISIONS**

22.1 **Covenant Against Contingent Fees.** The Grantee warrants that it has not employed or retained any person or agency to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul this Easement without liability or in its discretion to recover from the Grantee the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Grantee on the Easement secured or made through bona fide established commercial agencies retained by the Grantee for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

**22.2 Officials Not to Benefit.** No Member of, or Delegate to the Congress, or resident commissioner, shall be admitted to any part or share of this Easement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Easement if made with a corporation for its general benefit.

**22.3 Facility Nondiscrimination.** As used only in this Condition, the term "Facility" means lodgings, stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in any building covered by, or built on land covered by, this Easement.

22.3.1 The Grantee agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any Facility, including any and all services, privileges, accommodations, and activities provided on the Easement Area. This does not require the furnishing to the general public the use of any Facility customarily furnished by the Grantee solely for use by any assignees, licensees, or invitees or their guests and invitees.

22.3.2 The Parties agree that in the event of the Grantee's noncompliance, the Government may take appropriate action to enforce compliance, and may terminate this Easement for default and breach as provided in Paragraph 5, or may pursue such other remedies as may be provided by law.

**22.4 Gratuities.**

22.4.1 The Government may, by written notice to the Grantee, terminate this Easement if, after notice and hearing, the Secretary of the Air Force or a designee determines that the Grantee, or any agent or representative of the Grantee, offered or gave a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of the Government and intended, by the gratuity, to obtain an easement or other agreement or favorable treatment under an easement or other agreement, except for gifts or benefits of nominal value offered to tenants of the Easement Area in the ordinary course of business.

22.4.2 The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

22.4.3 If this Easement is terminated under Paragraph 22.4.1, the Government shall be entitled to pursue the same remedies against the Grantee as in a breach of this Easement by the Grantee, and in addition to any other damages provided by law, to exemplary damages of not fewer than three (3), or more than ten (10), times the cost incurred by the Grantee in giving gratuities to the person concerned, as determined by the Government.

22.4.4 The rights and remedies of the Government provided in this Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Easement.

**22.5 No Joint Venture.** Nothing contained in this Easement will make, or shall be construed to make, the Parties' partners or joint venturers with each other, it being understood and agreed that the only relationship between the Government and the Grantee under this Easement is that of landlord and tenant. Nothing in this Easement will render, or be construed to render, either of the Parties liable to any third party for the debts or obligations of the other Party.

**22.6 Records and Books of Account.** The Grantee agrees that the Secretary of the Air Force, the Comptroller General of the United States, or the Auditor General of the United States DAF, or any of their duly authorized representatives, shall, until the expiration of three (3) years after the expiration or earlier termination of this Easement, have access to, and the right to examine, any directly pertinent books, documents, papers, and records of the Grantee involving transactions related to this Easement.

**22.7 Remedies Cumulative; Failure of Government to Insist on Compliance.** The specified remedies to which the Government may resort under the terms of this Easement are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Government may be lawfully entitled in case of any breach or threatened breach by the Grantee of any provisions of this Easement. The failure of the Government to insist on any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Easement shall not be construed as a waiver or a relinquishment of the Government's right to the future performance of any such terms, covenants, or conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect. No waiver by the Government of any provisions of this Easement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the Government.

**22.8 Counterparts.** This Easement may be executed in counterparts, each of which is deemed an original and together will be deemed one and the same agreement. Signatures delivered by facsimile or email, shall be deemed originals unless and until replaced by original signatures.

**22.9 Personal Pronouns.** All personal pronouns used in this Easement, whether used in the masculine, feminine, or neuter gender, will include all other genders.

**22.10 Entire Agreement.** It is expressly agreed that this written instrument, together with the provisions of other documents that are expressly incorporated by reference by the terms of this Easement, embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee. In the event of any inconsistency between the terms of this Easement and of any provision that has been incorporated by reference, the terms of this Easement shall govern. There are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

**22.11 Partial Invalidity.** If any term or provision of this Easement, or the application of the term or provision to any person or circumstance, is, to any extent, invalid or unenforceable, the remainder of this Easement, or the application of the term or provision to persons or circumstances other than those for which the term or provision is held invalid or unenforceable,



will not be affected by the application, and each remaining term or provision of this Easement will be valid and will be enforced to the fullest extent permitted by law.

**22.12 Interpretation of Easement.** The Parties and their legal counsel have participated fully in the negotiation and drafting of this Easement. This Easement has been prepared by the Parties equally, and should be interpreted according to its terms. No inference shall be drawn that this Easement was prepared by, or is the product of, either Party.

**22.13 Identification of Government Agencies, Statutes, Programs, and Forms.** Any reference in this Easement, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor or similar department, agency, statute, regulation, program, or form.

**22.14 Approvals.** Any approval or consent of the Parties required for any matter under this Easement shall be in writing and shall not be unreasonably withheld, conditioned or denied unless otherwise indicated in this Easement.

**22.15 Third-Party Beneficiaries.** There shall be no third-party beneficiaries of this Easement and none of the provisions of this Easement shall be for the benefit of, or enforceable by, any creditors of the Grantee.

**22.16 No Individual Liability of Government Officials.** No covenant or agreement contained in this Easement shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Government, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Easement, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

**22.17 Excusable Delays.** The Government and Grantee shall be excused from performing an obligation or undertaking provided for in this Easement, and the period for the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of such delay, so long as such performance is prevented or unavoidably delayed, retarded, or hindered by an act of God; fire; earthquake; flood; explosion; war; invasion; insurrection; riot; mob; violence; sabotage; act of terrorism; inability to procure or a general shortage of, labor, equipment, facilities, materials, or supplies in the open market; failure or unavailability of transportation, strike, lockout, action of labor unions; a taking by eminent domain, requisition, laws, orders of government, or of civil, military, or naval authorities (but only such orders of a general nature pertaining to the Easement Area and comparable properties in the state in which the Easement Area is located; governmental restrictions (including, without limitation, access restrictions imposed by the Government and arising without fault or negligence on the part of the Grantee that significantly hinder the Grantee's ability to access the Easement Area and perform its obligations under the Development Plan in a timely manner); required environmental remediation; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control, and without the fault or negligence of, the Government or the Grantee, as the case may be, and/or any of their respective officers, agents, servants, employees, and/or any others who may be on the Easement Area at the invitation of the Grantee, or the invitation of any

of the aforementioned persons, specifically excluding, however, delays for adjustments of insurance and delays due to shortage or unavailability of funds (collectively, "Excusable Delays"). Nothing contained in this Paragraph 22.17 shall excuse the Grantee from the performance or satisfaction of an obligation under this Easement that is not prevented or delayed by the act or occurrence giving rise to an Excusable Delay.

### **23. SPECIAL PROVISIONS**

Reserved

### **24. RIGHTS NOT IMPAIRED**

**24.1 Rights Not Impaired.** Nothing contained in this Easement shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Government over the Easement Area relating to the security or mission of the Installation, the health, welfare, safety, or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.

**24.2 Installation Access.** The Grantee acknowledges that it understands that the Installation is an operating military Installation that could remain closed to the public and accepts that the Grantee's operations may from time to time be restricted temporarily or permanently due to the needs of national defense. Access on the Installation may also be restricted due to inclement weather and natural disasters. The Grantee further acknowledges that the Government strictly enforces federal laws and DAF regulations concerning controlled substances (drugs) and that personnel, vehicles, supplies, and equipment entering the Installation are subject to search and seizure pursuant to Applicable Laws and regulations. The Government will use reasonable diligence in permitting the Grantee access to the Easement Area at all times, subject to the provisions of this paragraph. Notwithstanding the foregoing, the Grantee agrees the Government will not be responsible for lost time or costs incurred due to interference, delays in entry, temporary loss of access, barring of individual employees from the Installation under federal laws authorizing such actions, limitation, or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to, or unavailable at, their work stations, or delay arrival of parts and supplies. The Government retains the right to refuse access to the Easement Area by the Grantee's parties. The Grantee, its assignees, employees, and invitees fully agree to abide with all access restrictions imposed by the Government in the interest of national defense.

**24.3 Permanent Removal and Barment.** Notwithstanding anything contained in this Easement to the contrary, pursuant to Applicable Laws and regulations, the Government has the right at all times to order the permanent removal and barment of anyone from the Installation, including but not limited to assignees, if it believes, in its sole discretion, that the continued presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation, or compromises good order and/or discipline on the Installation.

**24.4 No Diminishment of Rights.** Except as provided in Paragraph 24.1, nothing in this Easement shall be construed to diminish, limit, or restrict any right of the Grantee under this Easement, or the rights of any assignees, licensees, or invitees as prescribed under their easements or Applicable Laws.

## **25. APPLICABLE LAWS**

**25.1 Compliance With Applicable Laws.** The Grantee shall comply, at its sole cost and expense (except for matters for which the Government remains obligated hereunder pursuant to Paragraph 16), with all Applicable Laws including without limitation, those regarding construction, demolition, maintenance, operation, sanitation, licenses, or permits to do business, protection of the environment, pollution control and abatement, occupational safety and health, and all other related matters. The Grantee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable.

25.1.1 “Applicable Laws” means, collectively, all present and future laws, ordinances, rules, requirements, regulations, and orders of the United States, the State where the Easement Area is located and any other public or quasi-public federal, State, or local authority, and/or any department or agency thereof, having jurisdiction over the Project (“Project” means, collectively, the Easement Area and the Easement Area Improvements) and relating to the Project or imposing any duty upon the Grantee with respect to the use, occupation, or alteration of the Project during the Easement Term.

**25.2 Permits, Licenses, and Approvals.** The Grantee will be responsible for and obtain, at its sole expense, prior to the commencement of construction and demolition, and upon completion of the building of Easement Area improvements, any approvals, permits, or licenses that may be necessary to construct, occupy, and operate the Grantee improvements and Grantee equipment in compliance with all Applicable Laws.

**25.3 No Waiver of Sovereign Immunity.** Nothing in this Easement shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity. Only laws and regulations applicable to the Easement Area under the Constitution and statutes of the United States are covered by this Paragraph. The United States presently exercises perpetual federal legislative jurisdiction over the Easement Area.

**25.4 Grantee Responsibility for Compliance.** Responsibility for compliance as specified in this Paragraph 25 rests exclusively with the Grantee. The Government assumes no enforcement or supervisory responsibility, except with respect to matters committed to its jurisdiction and authority. The Grantee shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to the Grantee’s use and occupation of the Easement Area.

**25.5 Grantee Right to Contest.** The Grantee shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to the Government, the validity or application of any law, ordinance, order, rule, regulation, or requirement of the nature

referred to in this Paragraph 25. The Government shall not be required to join in or assist the Grantee in any such proceedings.

**24.6 Compliance with Executive Order (EO) No. 13658.** The parties expressly stipulate this easement is subject to Executive Order 13658 and the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order. Thereby, "Appendix A of 29 CFR Part 10-Contract Clause" is incorporated by reference herein.

## **26. AVAILABILITY OF FUNDS**

**26.1** The obligations of any Party to this Easement or of any transferee of the Easement shall be subject to the availability of appropriated funds for any such obligation, unless such Party or transferee is a non-appropriated fund instrumentality of the United States. No appropriated funds are obligated by this Easement.

## **27. CONGRESSIONAL REPORTING**

**26.1** This Easement is not subject to 10 U.S.C. § 2662.

## **28. AMENDMENTS**

**28.1** This Easement may be amended at any time by mutual agreement of the Parties in writing and signed by a duly authorized representative of each of the respective Parties.

## **29. GENERAL INDEMNIFICATION BY GRANTEE**

**29.1 No Government Liability.** Except as otherwise provided in this Easement, the Government shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Easement Area, or the use and occupation of the Easement Area, or for damages to the property of the Grantee, or injuries or death of the Grantee's officers, agents, servants, employees, or others who may be on the Easement Area at their invitation or the invitation of any one of them.

**29.2 Grantee Liability.** Except as otherwise provided in this Easement, the Grantee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Easement Area by the Grantee, the Grantee's officers, agents, servants, employees, or others (excluding those employees or agents of the Government who are on the Easement Area for the purpose of performing official duties) who may be on the Easement Area at their invitation or the invitation of any one of them (the "Grantee Parties"), or the activities conducted by or on behalf of the Grantee Parties under this Easement. The Grantee expressly waives all claims against the Government for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession and/or use of the Easement Area by the Grantee Parties, or the conduct of activities or the performance of responsibilities under this Easement. The Grantee further agrees, to the extent permitted by Applicable Laws, to indemnify, save, and hold harmless the Government, its officers, agents, and employees, from and against all suits, claims, demands or actions, liabilities,

judgments, costs, and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon bodily injury, death, or property damage resulting from, related to, caused by, or arising out of the possession and/or use of any portion of the Easement Area, or any activities conducted or services furnished by or on behalf of the Grantee Parties in connection with, or pursuant, to this Easement, and all claims for damages against the Government arising out of, or related to, the Easement. The agreements of Grantee contained in this Paragraph 29.2 do not extend to claims caused by the gross negligence or willful misconduct of officers, agents, contractors, or employees of the United States without contributory fault on the part of any other person, firm, or corporation. The Government will give the Grantee notice of any claim against it covered by this indemnity as soon as practicable after learning of it.

### **30. ENTIRE AGREEMENT**

**30.1** It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

### **31. CONDITION AND PARAGRAPH HEADINGS**

**31.1** The brief headings or titles preceding each Paragraph are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction and interpretation of this Easement.

### **32. STATUTORY AND REGULATORY REFERENCES**

**32.1** Any reference to a statute or regulation in this Easement shall be interpreted as being a reference to the statute or regulation as it has been or may be amended from time to time.

### **33. PRIOR AGREEMENT**

**33.1** This Easement supersedes all prior agreements, if any, to the Grantee for the Easement Area, but does not terminate any obligations of the Grantee under such prior Easements that may by their terms survive the termination or expiration of those Easements, except to the extent such obligations are inconsistent with this Easement. In the event that any prior license or other agreement between the Parties, or their predecessors in interest, for the use and occupancy of the Easement Area has expired prior to the execution of this Easement, the Parties acknowledge that the Grantee, either directly or through its predecessors in interest, has had continuous use and occupancy of the Easement Area pursuant to the prior agreement since the expiration of the prior agreement.

### **34. EXHIBITS**

Four (4) exhibits are attached to and made a part of this Grant, as follows:

Exhibit A - Description of Premises

- Exhibit B - Map of Premises
- Exhibit C - Physical Condition Report
- Exhibit D – Environmental Baseline Survey

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

By: \_\_\_\_\_  
DAVID K. WALTERSCHEID, GS-15, DAF  
Chief, Real Property Management Division  
Installation Directorate

State of \_\_\_\_\_

ss

County of \_\_\_\_\_

This document was acknowledged before me, the undersigned Notary Public, by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Unofficial Witness

ACCEPTANCE

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

DATED: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

GRANTEE: Lowndes County

By: \_\_\_\_\_  
BILL SLAUGHTER  
Chairman, Board of Commissioner  
Lowndes County

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(AFFIX SEAL)

Attest:

\_\_\_\_\_  
Belinda C. Lovern  
County Clerk



## EXHIBIT A

Parcel 2 - A strip of land, variable in width and bounded by the following Stations and Offsets from the new centerline: From Sta. 12+15.04 (9.52' Left) to Sta. 19+60.95 (30.69' Left) to Sta. 33+78.39 (30.00' Left) to Sta. 35+09.06 (10.47' Right) to Sta. 35+09.06 (30.00' Right) to Sta. 34+28.86 (30.00' Right) to Sta. 33+49.52 (30.00' Right) to Sta. 19+88.80 (30.00' Right) to Sta. 19+33.10 (30.00' Right) to Sta. 12+90.95 (30.00' Right) to Sta. 12+85.72 (38.79' Right) to Sta. 12+68.13 (48.33' Right) to Sta. 12+15.04 (9.52' Left)

Parcel 7 - A strip of land, variable in width and bounded by the following Stations and Offsets from the new centerline: From Sta. 60+70.22 (18.49' Left) to Sta. 64+50.39 (18.49' Left) to Sta. 64+50.38 (16.20' Left) to Sta. 60+70.23 (16.26' Left) to Sta. 60+70.22 (18.49' Left).

Parcel 35 - A strip of land, variable in width and bounded by the following Stations and Offsets from the new centerline: From Sta. 36+85.78 (10.47' Right) to Sta. 39+91.29 (10.47' Right) to Sta. 40+19.41 (30.00' Right) to Sta. 36+85.78 (30.00' Right) to Sta. 36+85.78 (10.47' Right).

Parcel 36 - A strip of land, variable in width and bounded by the following Stations and Offsets from the new centerline: From Sta. 35+09.06 (10.47' Right) to Sta. 36+85.78 (10.47' Right) to Sta. 36+85.78(30.00' Right) to Sta. 35+09.06 (30.00' Right) to Sta. 35+09.06 (10.47' Right).

(see attached)

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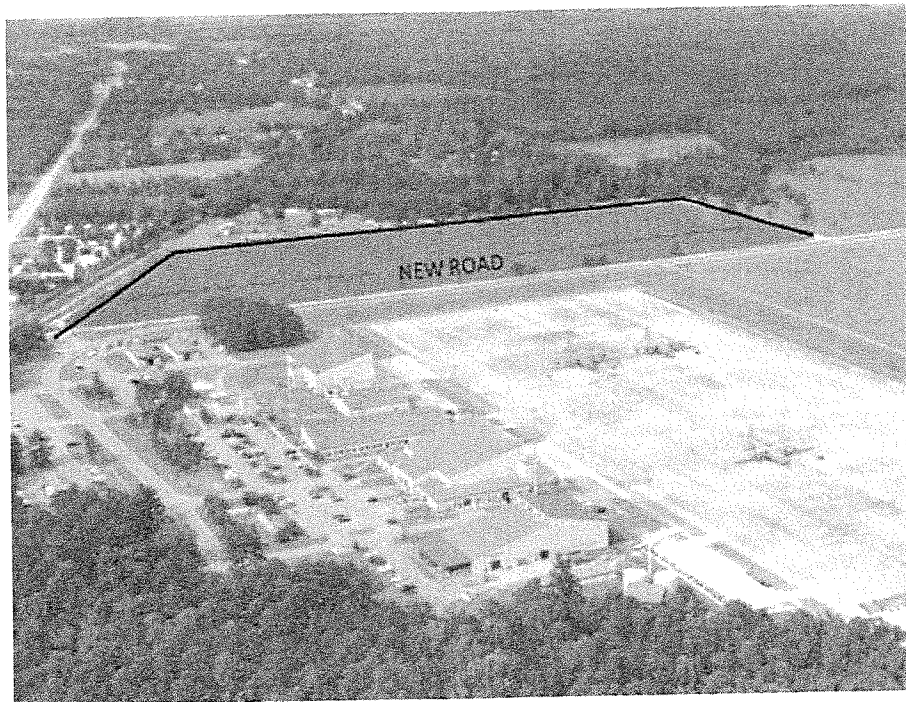
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Parcel 2 revised.pdf Parcel 36 revised.pdf Parcel 35 revised.pdf Parcel 7 revised.pdf

## EXHIBIT B

### Map of Premises



Property is located directly north of the C-130 Parking Ramp on Moody AFB proper. Lowndes County will pave a 2 lane road around the eastern, northern and western base boundary above the Red Line (county road). Moody proper and the northern property are not contiguous, they are separated by the county road. A new fenceline around all of the Moody property will be accomplished after the paving project is complete.

(see attached)




Hightower Road  
and 24 acres with rc

**PHYSICAL CONDITION REPORT**

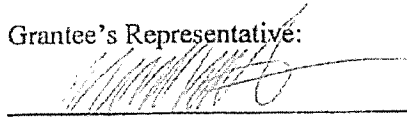
The property identified in Exhibit A, Description of Premises, and Exhibit B, Map of Premises, as shown as part of USAF-ACC-QSEU-21-2-0318 on Moody AFB has been inspected and found to be satisfactory by the Moody AFB Real Property Accountable Officer and a representative from Lowndes County. Pictures of the property location are on file with the Moody AFB Real Property Office for reference if applicable. All locations are free from obstructions and not located within the boundaries of future consideration. The Easement site is located on Federal property at Moody AFB.

RPO's Representative:

  
\_\_\_\_\_  
RONALD L. DURBIN  
Real Property Accountable Officer  
23d Civil Engineer Squadron

DATE: 20 MAY 2021

Grantee's Representative:

  
\_\_\_\_\_  
MICHAEL FLETCHER, P.E.  
Lowndes County Engineer

DATE: 26 May 2021

(see attached)

EXHIBIT D

ENVIRONMENTAL BASELINE SURVEY

Tab 1 Moody AFB Final Hightower Rd EBS 25 Mar 2019

Tab 2 Supplemental Moody Hightower Rd EBS 6 Sep 2019

Tab 3 20210422 signed VSI

The Environmental Baseline Survey and Supplement is on file for review with the Air Force and in the Office of the Lowndes County Engineer.

(see attached)



Phase 1 EBS.pdf



Supplement to  
EBS.pdf



2021\_04\_22\_signed  
VSI.pdf

## EXHIBIT D

### 1.0 EXECUTIVE SUMMARY

This Phase I Environmental Baseline Survey (EBS) was conducted for the 24.45-acre United States Air Force (Air Force)-owned parcel and for a portion of Hightower Road located north of the C-130 parking ramp between Yate Lane and Barretts Road. The site is bounded to the east by Barretts Road; to the west by Yate Lane, the Georgia Southern Railroad, and Bemiss Road; to the north by Runway Lane; and to the south by Moody Air Force Base (AFB). The Air Force-owned portion of the Subject Site is listed in Lowndes County Assessor documents as owned by the federal government (Moody AFB). Except for Hightower Road, the Subject Site is undeveloped and was historically used as agricultural land. The Subject Site is planned to be used by the Air Force to meet force protection and security recommendations for the C-130 parking ramp located immediately south and adjacent to the Subject Site. Relocation of Hightower Road is being considered to allow continued access around the site.

The Lowndes County Board of Assessor's office (2018) identifies the Air Force-owned portion of the Subject Site as two parcels—parcel number 0179 040A, consisting of approximately 23.45 acres, and parcel number 0179 040, consisting of 1 acre. Surrounding development includes Moody AFB to the south and rural housing to north and west of the Subject Site. To the east are undeveloped agricultural properties. According to the Assessor's records, the Subject Site is currently undeveloped. Lowndes County Board of Assessor's records can be found in Appendix D.

No significant concerns were noted during the site visit on 10 and 11 November 2018. There are no Environmental Restoration Program (ERP) sites located on the C-130 parking ramp, under Hightower Road, or on the 24.45-acre Air Force-owned property. Findings and conclusions discussed in this Phase I EBS are based on a site reconnaissance, an off-site reconnaissance of nearby properties, a regulatory records review, and a review of ownership/land use history. Based on the findings of this Phase I EBS, there was no Recognized Environmental Condition (REC) identified in connection with the Subject Site.

Based on an analysis of the available data, the property was classified into one of seven categories:

- Category 1 – Areas where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas)
- Category 2 – Areas where only release or disposal of petroleum products has occurred
- Category 3 – Areas where release, disposal, and/or migration of hazardous substances have occurred, but at concentrations that do not require a removal or remedial response
- Category 4 – Areas where release, disposal, and/or migration of hazardous substances have occurred, and all removal or remedial actions have been taken
- Category 5 – Areas where release, disposal, and/or migration of hazardous substances have occurred, and all removal or remedial actions are under way, but have not yet been completed

- Category 6 – Areas where release, disposal, and/or migration of hazardous substances has occurred, but remedial actions have not been implemented
- Category 7 – Areas that are not evaluated or require additional evaluation

Air Force Instruction (AFI) 32-7066, *Environmental Baseline Surveys in Real Estate Transactions*, states recommendations for real estate transactions based on these categories. Any planned real estate transaction may occur if the property falls into Categories 1 through 4. If the property falls in Categories 5 or 6, disposal or other disposition by deed should not occur, but temporary transactions may occur if the procedures listed in Section 2.3 of AFI 32-7066 are followed. For a property falling in Category 7, no real estate transaction should occur until the property is evaluated further and can be placed into one of the other categories.

Property Categorization Factor	Area 1 Category
Hazardous Materials	Category 1
Hazardous Waste	Category 1
Petroleum Products	Category 1
Storage Tanks and Related Systems	Category 1
Treatment Systems and Related Components	Category 1
CERCLA and RCRA Cleanup Sites	Category 1
Medical/Biohazardous Waste	Category 1
Pesticides	Category 1
Radiological Materials and Mixed Waste	Category 1

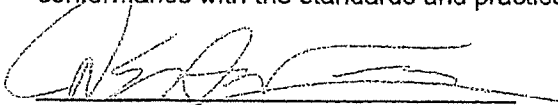
CERCLA – Comprehensive Environmental Response, Compensation, and Liability Act; RCRA – Resource Conservation and Recovery Act

A summary of findings for the Phase I EBS is presented in Section 7.0.

### 13.0 SIGNATURE(S) OF ENVIRONMENTAL PROFESSIONALS

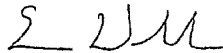
#### ASTM Standard E 1527-13 Statement of Environmental Professional

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 312.10 of 40 CFR 312. I have the specific qualifications based on education, training, and experience to assess a Subject Site of the nature, history, and setting of the Subject Site. I have developed and conducted the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



Dean E. Alford, PG, PMP, CEM  
Project Geologist

Reviewed and Approved By:



Eric Webb, Ph.D.  
Vice President

**EXHIBIT D**

**EXECUTIVE SUMMARY**

**E-1. Property Identification**

Address: Hightower Road, Lowndes County, Georgia

Parcel Nos.:      0179 040A (23.45 acres)  
                         0179 040 (1.0 acre)

This Phase I Environmental Baseline Survey (EBS) was conducted for the 24.45-acre United States Air Force (Air Force)-owned parcel and for a portion of Hightower Road located north of the C-130 parking ramp between Yate Lane and Barretts Road. The site is bounded to the east by Barretts Road; to the west by Yate Lane, the Georgia Southern Railroad, and Bemiss Road; to the north by Runway Lane; and to the south by Moody Air Force Base (AFB). The Air Force-owned portion of the Subject Site is listed in Lowndes County Assessor documents as owned by the federal government (Moody AFB).

The Lowndes County Board of Assessor's office identifies the Air Force-owned portion of the Subject Site as two parcels—parcel number 0179 040A, consisting of approximately 23.45 acres, and parcel number 0179 040, consisting of 1 acre. Surrounding development includes Moody AFB to the south and rural housing to north and west of the Subject Site. To the east are undeveloped agricultural properties.

**E-2. Site History and Operations**

Except for Hightower Road, the Subject Site is undeveloped and was historically used as agricultural land. According to the Assessor's records, the Subject Site is currently undeveloped.

**E-3. Proposed Future Use**

The Subject Site is planned to be used by the Air Force to meet force protection and security recommendations for the C-130 parking ramp located immediately south and adjacent to the Subject Site. Relocation of Hightower Road is being considered to allow continued access around the site.

**E-4 Factors Evaluated**

The following factors were evaluated, as outlined in Section 5.0 of Attachment 2 of Air Force Instruction (AFI) 32-7066, *Environmental Baseline Surveys in Real Estate Transactions*:

- Visual Site Inspection (VSI)
- Hazardous Substances Notification
  - Storage of Hazardous Substances
  - Hazardous Substances Released
  - Hazardous and Petroleum Waste
- Petroleum Products and Derivatives
- Environmental Restoration
  - Environmental Restoration Program (ERP) Sites
  - Military Munitions Response Program (MMRP) Sites
- Areas of Concern (AOC)



- Storage Tank(s)
  - Aboveground Storage Tanks (ASTs)
  - Underground Storage Tanks (USTs)
  - Pipelines, Hydrant Fueling, and Transfer Systems
- Oil/Water Separator(s)
- Grease Trap(s)
- Wash Rack(s)
- Waste Tank(s)
- Pesticides
- Military Munitions/Ordnance
- Medical or Biohazardous Waste
- Radioactive Waste
- Solid/Municipal Waste
- Indoor Air Quality
- Groundwater
- Wastewater Treatment, Collection and Disposal/Discharge
  - Storm Water
  - Septic Tanks and Leach Fields
- Drinking Water Quality
- Utilities (Energy)
- Asbestos
- Polychlorinated Biphenyls (PCBs)
- Radon
- Lead-Based Paint
- Cultural Resources
  - Prehistoric Resources
  - Historic Structures and Resources
  - Paleontological Resources
- Floodplains
- Natural/Biological Resources
  - Sensitive Habitat
  - Threatened and Endangered Species
  - Wetlands
  - Floodplains

#### **E-5. Property Categorization**

Based on an analysis of the available data, the property was classified into one of seven categories:

- Category 1 – Areas where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas).
- Category 2 – Areas where only release or disposal of petroleum products has occurred.

- Category 3 – Areas where release, disposal, and/or migration of hazardous substances have occurred, but at concentrations that do not require a removal or remedial response.
- Category 4 – Areas where release, disposal, and/or migration of hazardous substances have occurred, and all removal or remedial actions have been taken.
- Category 5 – Areas where release, disposal, and/or migration of hazardous substances have occurred, and all removal or remedial actions are under way, but have not yet been completed.
- Category 6 – Areas where release, disposal, and/or migration of hazardous substances has occurred, but remedial actions have not been implemented.
- Category 7 – Areas that are not evaluated or require additional evaluation.

AFI 32-7066, *Environmental Baseline Surveys in Real Estate Transactions*, states recommendations for real estate transactions based on these categories. Any planned real estate transaction may occur if the property falls into Categories 1 through 4. If any portion of the property falls into category 5, 6 or 7, the Air Force may not proceed with the transaction until it has the concurrence of its attorneys in Air Force Legal Operations Agency, Environmental Law and Litigation and General Counsel of the Air Force.

A summary of findings for the Phase I EBS is presented in Section 7.0 of the EBS.

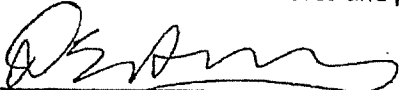
#### **E-6. Findings and Recommendations**

No significant concerns were noted during the site visit on 10 and 11 November 2018. Findings and conclusions discussed in this Phase I EBS are based on a site reconnaissance, an offsite reconnaissance of nearby properties, a regulatory records review, and a review of ownership/land use history. Based on findings of this Phase I EBS, it is concluded that no Recognized Environmental Conditions are identified on the Air Force-owned portion of the Subject Site. Based on the data reviewed, the Subject Site is considered Category 1, an area where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas).

**SIGNATURES(S) OF ENVIRONMENTAL PROFESSIONALS**

**ASTM Standard E 1527-13 Statement of Environmental Professional**

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 312.10 of 40 CFR 312. I have the specific qualifications based on education, training, and experience to assess a Subject Site of the nature, history, and setting of the Subject Site. I have developed and conducted the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



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Project Geologist

Reviewed and Approved By:



Eric Webb, PhD  
Vice President  
Vernadero Group Inc.