

NO. USAF-ACC-FXBM-3-07-598

**DEPARTMENT OF THE AIR FORCE**

**LICENSE FOR A WATER SUPPLY LINE**

**ELLSWORTH AIR FORCE BASE, SOUTH DAKOTA**

**THIS LICENSE** is made on behalf of the United States hereinafter referred to as “the Government”, or “Licensor” between the SECRETARY OF THE AIR FORCE, hereinafter referred to as “the Secretary”, acting through the Commander, 28<sup>th</sup> Bomb Wing, hereinafter “the Commander” or “said officer” and THE CITY OF BOX ELDER, SOUTH DAKOTA, having its principal office at The City of Box Elder, 520 North Ellsworth Road, Suite 9C, Box Elder, South Dakota 57719, hereinafter referred to as “the Licensee”.

**WITNESSETH:**

**THE SECRETARY OF THE AIR FORCE**, under and by virtue of the authority vested in the Secretary by Title 10 U.S.C. 8013 and 10 U.S.C. 2667, having found that the granting of this license will be in the public interest and not adverse to the interests of the United States, hereby grants to the City of Box Elder, South Dakota, a license to access, use, operate, maintain and restore an existing water supply line and related equipment, the property identified and described in **Exhibit A** (As-Built Drawings) and in **Exhibit B** (Water Service Map), as well as the easements and licenses referred to in **Exhibit C**, all attached hereto and made a part hereof, hereinafter referred to as “the premises”. The Licensee’s use of the premises shall be for the purpose of providing and delivering water and for the operation and maintenance of the water supply line and related equipment. In particular, the Licensee will provide and deliver water to landowners adjacent to (or east of) Ellsworth Air Force Base (AFB) where groundwater has been impacted by contamination migrating from Ellsworth AFB and to fulfill the Air Force’s obligations as defined in the Federal Facilities Agreement (FFA), Record of Decision (ROD) and Landowner Memoranda of Agreement (Landowner MOAs).

**THIS LICENSE** is pursuant to the Memorandum of Agreement (MOA) (USAF-ACC-FXBM-9-00-469) that was entered into between Ellsworth AFB and the City of Box Elder, signed on 20 March 2000, which was intended to facilitate the transfer of the water supply line from the Government to the City of Box Elder. The intent of this License is to serve as an interim operating agreement to ensure that the City of Box Elder has the ability to operate the water supply line and then accept the transfer of the water supply line and all of the covenants, promises and obligations of the Government under certain Landowner MOAs in an area located east of Ellsworth AFB, South Dakota, identified and described in **Exhibit D**.

**THIS LICENSE** is granted subject to the following conditions.

**1. TERM**

Said premises are hereby licensed for a term of one (1) year, beginning 1 January 2007 and ending 31 December 2007, with additional two (2) consecutive automatic 1-year renewals, but revocable at will by the Secretary of the Air Force.

**2. CONSIDERATION**

Because the Licensee is the City of Box Elder and because the Licensee provides demonstrable benefits to the Government, this license is issued without monetary consideration.

**3. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "said officer" or "Commander" shall refer to the Ellsworth Air Force Base Installation Commander or the 28 Bomb Wing Commander and any reference to "Secretary", "Installation Commander", "Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Licensee" shall refer to the City of Box Elder.

**4. TERMINATION**

a. The completion of the transfer of the premises to the City of Box Elder will terminate this License.

b. This license may be terminated by the Licensee with ninety (90) days written notice.

c. By the issuance of thirty (30) days written notice, the United States may terminate this License at the will of the Secretary. The United States may issue less than thirty (30) days notice in the event of a national emergency or in the event the United States revokes this license, after offering Licensee a reasonable opportunity to cure, for noncompliance with any of the terms, conditions, provisions or paragraphs of this license. In no case shall the Licensee have a claim for damages.

d. If this License is terminated and the Government becomes responsible again for the maintenance and operation of the premises, the Government is only responsible for providing water to those water customers who have MOAs with the Government to supply water, as identified and described in **Exhibits A and D**, and will have no obligation or responsibility to continue providing water to other water customers who may have been added to the premises.

**5. SUPERVISION BY THE BASE COMMANDER**

The construction, operation, maintenance, repair or replacement of said premises, shall be performed at no cost or expense to the United States and subject to the approval of the Commander. The use and occupation of the premises for the purposes herein granted shall be

subject to such rules and regulations as the Commander may prescribe in writing from time to time due to unforeseen circumstances.

## **6. OPERATION AND MAINTENANCE OF WATER SUPPLY LINE**

The Licensee is responsible for repair and maintenance of the water supply line, any lateral water lines or other related equipment constructed by the Government. The Government shall not be liable for any damages to personal property nor for personal injury caused by the presence of such water supply lines, pipes, or related equipment unless such damage or injury is proximately caused by the negligence of the Government or its agents.

The Licensee shall comply with any laws, regulations, conditions or instructions affecting the operation and maintenance of the waterline if and when issued by any Federal, State, interstate or local government agency with the jurisdiction to promulgate or enforce rules for the operation and maintenance of a public water system.

## **7. MEMORANDA OF AGREEMENT WITH LANDOWNERS (LANDOWNER MOAs)**

The Licensee agrees to assume all of the responsibilities, liabilities and promises of the Government in the Landowner MOAs with respect to the supply of water to landowners and maintenance of the water supply line. Copies of said Landowner MOAs will be provided to the Licensee, and which are incorporated herein as **Exhibit D**. The Licensee's assumption of responsibilities, liabilities and promises of the Government is limited to the scope of the Landowner MOAs and does not extend to the Government's responsibilities or liabilities, if any, for injury to persons or property that may be claimed to result from the alleged contamination of the plume.

The Licensee agrees to continue to operate the water supply line in accordance with the terms of the Landowner MOAs with the Government, until such time as the Landowner MOAs shall terminate by their terms. The Licensee may not enter into separate and independent agreements with landowners who have MOAs with the Government for additional hookups beyond what is allowed under their MOA with the Government, unless the Government approves the additional hookup and modifies the landowner MOA in writing. Additionally, for any landowners located in the "buffer zone", as shown in **Exhibit B**, the Licensee may only allow additional hookups if the landowners are in full compliance with their MOA with the Government and with Government approval.

The Licensee agrees to reserve sufficient capacity of the water supply line to supply water to all landowners in **Exhibit D** in accordance with their entitlements in their MOAs with the Government. In addition, the Licensee agrees to reserve additional capacity to supply 500 gallons of water daily to up to 20 additional residences if needed by the Government, until such time as the Record of Decision for Operable Unit 11, dated April 1997, is fully satisfied and shall be terminated. If the Government modifies any existing Landowner MOAs, or negotiates any new Landowner MOAs, a copy will be provided to the Licensee. The Government shall notify the Licensee of any additional residences to be hooked up to the water supply line, and shall pay all costs associated with the initial hookup to the water supply line related to the April 1997

Record of Decision. Additionally, if the Government is required to provide water to these additional residences pursuant to the April 1997 Record of Decision, then the Licensee shall bill the Government for these costs.

Enforcement of restrictions and limitations contained in the Landowner MOAs shall be the responsibility of the Government. Each calendar year, the Licensee shall provide the Government with a record for each landowner indicating monthly water usage and charges therefore.

## **8. BILLING FOR LANDOWNER MEMORANDA OF AGREEMENT**

The Licensee agrees that the charges for additional water hookups allowed under the Landowner MOAs shall be the same as those charged to other City of Box Elder water customers located with them either inside or outside the city limits for the same service. Additionally, the water rates charged to landowners who are required to pay for their water use pursuant to the Landowner MOAs shall be the same as those charged to other City of Box Elder water customers located with them either inside or outside the city limits for water. The water rates charged for those landowners under the Landowner MOAs that are billed to the Government will also be the same as those charged to other City of Box Elder water customers located with them either inside or outside the city limits for water. Those rates charged to the Government are detailed in a separate billing contract.

The Government will pay Box Elder for a certain quantity of water per year for each landowner according to the landowners' Memoranda of Agreement, up but not to exceed the amount specified in each MOA. The annual water quantity shall be calculated by multiplying the daily average in each MOA by 365 (days per year). The cumulative annual use shall begin 1 January of each calendar year. The Government shall provide Box Elder a list of landowners and the maximum annual quantity of water it will pay for. If at any time during the calendar year the landowner cumulative water use exceeds the maximum annual water quantity specified, the government will cease payment for water used and Box Elder will bill the landowner directly for the additional quantity of water used for the remainder of the calendar year.

## **9. ADDITIONAL HOOKUPS**

The Licensee may allow other landowners who do not have Landowner MOAs with the Government to access the premises with prior approval from the Government to insure that the system is capable of handling additional hookups. An engineering study conducted by a licensed professional engineer will be required to support a proposal for additional hookups. Several hookups may be grouped together for the purposes of an engineering study and a request for approval. The Licensee may allow additional hookups provided that they do not affect the Licensee's ability to meet the terms and conditions contained in the Landowner MOAs in **Exhibit D**, and those set forth in the paragraphs on **MEMORANDA OF AGREEMENT WITH LANDOWNERS** in this License Agreement. Requests for additional hookups should be submitted to the Deputy Base Civil Engineer, Attention Realty Officer, 2116 Scott Drive, Suite 1, Ellsworth Air Force Base, South Dakota 57706-4709.

## **10. APPLICABLE LAWS AND REGULATIONS**

The Licensee shall comply with all applicable Federal, State, County and Municipal laws, ordinances and regulations wherein the premises are located.

## **11. LABOR, MATERIALS, EQUIPMENT AND SUPPLIES**

The Licensee shall bear the sole responsibility for furnishing and paying for all labor, materials, equipment and supplies used in conjunction with the exercise by the Licensee of any right granted hereunder, unless specifically absolved from said responsibilities elsewhere within this agreement. If the facilities require maintenance or repair which the Licensee has herein or elsewhere agreed to provide and yet fails to provide, after the United States has offered the Licensee reasonable notice to cure, the United States may, at the discretion of the Commander, undertake such maintenance and repair, and the Licensee shall then reimburse the United States for any and all costs incurred by the United States in maintaining and repairing the facilities or the premises to the satisfaction of the Commander.

## **12. SUB-CONTRACTORS AND AGENTS FOR LICENSEE**

All construction, repair or maintenance work must be performed by skilled tradesmen who are accomplished at their craft and bonded against loss due to damages resulting directly or indirectly from work performed.

## **13. COORDINATION OF WATERLINE CONNECTION, ETC.**

Installation of any waterline hookups, extensions, or connections of any type and related equipment shall be done in accordance with existing Federal, State and Municipal codes, including any codes that directly relate to the issues of waterlines; in any case in which the codes differ, the more stringent codes, rules or regulations shall prevail. In addition to the requirements of the paragraph on **SUBCONTRACTORS AND AGENTS FOR LICENSEE** in this License Agreement, all work shall be done by personnel who are bonded and licensed trades people. The Licensee is required to coordinate installation of all waterline hookups, extensions, and connections that tie into the premises. Nothing in this paragraph shall be construed as diminishing the right of the Government to review and approve all such work in accordance with the paragraph on **SUPERVISION BY THE INSTALLATION COMMANDER** in this License Agreement, and compliance with the most stringent code, rule or regulation does not absolve Licensee from its obligation to obtain the Commander's review and approval prior to construction. The Licensee shall maintain records and as-built drawings of all waterline repairs, hookups, extensions, or connections of any type and shall provide a copy of such records or drawings to the Government annually or upon request.

## **14. CONDITION OF PREMISES**

The waterline was designed and constructed to meet the Licensee's requirements at the time of installation. The Licensee acknowledges that it has inspected the premises, knows its condition, and understands that the use of the same is granted without any representations or warranties

whatsoever and without obligation on the part of the United States to make any alterations, repairs or additions thereto.

#### **15. DISCLAIMER**

The license is effective only insofar as the rights of the United States in the premises are concerned; and the Licensee shall obtain any permit or license which may be required by Federal, State or local statute in connection with the use of the premises.

#### **16. PROTECTION OF PROPERTY**

The Licensee shall at all times exercise due diligence in the protection of the premises against damage or destruction and shall keep the premises in good order and in a clean, safe condition by and at the expense of the Licensee. Additionally, the Licensee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Licensee. Any property of the United States damaged or destroyed by the Licensee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Licensee to a condition satisfactory to the Commander, or at the election of the Commander, reimbursement made therefore by the Licensee in an amount necessary to restore or replace the property to a condition satisfactory to the Commander.

#### **17. INSURANCE**

The Licensee agrees to keep liability insurance in force, as evidenced by the copy of the South Dakota Public Assurance Alliance Certificate of Coverage, attached hereto and made a part hereof as **Exhibit E**.

#### **18. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Licensee, or for damages to the property or injuries to the person of the Licensee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Licensee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

#### **19. ENVIRONMENTAL BASELINE SURVEY**

An Environmental Baseline Survey (EBS) is attached hereto and made a part hereof as **Exhibit F**. If this license expires, or is terminated, revoked or relinquished and is supplanted by another license, lease, easement or similar agreement with the same Licensee upon the same premises, the terms of that agreement with respect to the EBS conducted under this license shall acknowledge, accept and continue the findings of the original EBS. Alternatively, in the event this license expires, terminates or is revoked or relinquished and is not supplanted by another agreement with the same Licensee upon the same premises, upon expiration, termination,

revocation or relinquishment of this License another EBS may be prepared to document the environmental condition of the property at that time. In this event, a comparison of the two surveys will assist the Commander in determining any environmental restoration requirements and any such requirements will be completed by the Licensee in accordance with the conditions in the paragraph on **RESTORATION** in this License Agreement.

## **20. ENVIRONMENTAL PROTECTION**

Within the limits of their respective legal powers, the parties to this agreement shall protect the premises against pollution of its air, ground and water and shall take all measures necessary to ensure the protection of the environment. Specifically, the Licensee shall comply with any laws, regulations, conditions or instructions affecting the authorized activity if and when issued by the Environmental Protection Agency, the Army Corps of Engineers, or any Federal, State, interstate or local government agency with the jurisdiction to promulgate or enforce rules for the protection of the environment. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, State, interstate or local government agency are hereby made a condition of this license. The Licensee's protection of the premises shall include, but not be limited to, the following:

a. The Licensee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The disposal of any toxic or hazardous materials within the premises is specifically prohibited.

c. The use of any pesticides or herbicides within the premises shall be in conformance with all Federal, State, interstate and local laws and regulations promulgated or enforced by an agency with the authority to do so, as defined above. The Licensee must obtain approval in writing from the Installation Commander, or his designated representative, before any pesticides or herbicides are applied to the premises.

d. The Licensee will use all reasonable means available to protect the environment and natural resources, including but not limited to the protection of endangered species, wetlands, and floodplains, which may be affected by the Licensee's activities, the Licensee shall be liable to restore or rehabilitate the damaged resources to a condition satisfactory to the Commander.

## **21. HISTORIC PRESERVATION**

The Licensee shall not remove or disturb, or cause, allow or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Licensee shall immediately notify the Base Natural and Cultural Resources Manager at (605) 385-2680 and protect the site and the material from further disturbance until the Commander gives clearance to proceed.

## **22. NATURAL RESOURCES**

The Licensee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises except as authorized herein or otherwise in writing by the Commander.

## **23. SOIL AND WATER CONSERVATION**

The Licensee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed during the term of this license and the Licensee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Licensee shall be corrected by the Licensee as directed by the said officer.

## **24. RESTORATION**

On or before the expiration of this license or its termination by the Licensee, the Licensee shall vacate the premises, remove the property of the Licensee, and restore the premises to a condition satisfactory to said officer with consideration for reasonable wear and tear. If, however, this license is terminated or revoked by the Secretary or said officer, the Licensee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the said officer may designate. In either event, if the Licensee shall fail or neglect to remove said property and restore the premises within the specified time, then, at the option of the said officer, the property shall either become the property of the United States without compensation therefore, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Licensee shall also pay the United States on demand any sum which may be expended by the United States in restoring the premises after the expiration or termination of this license by the Licensee or after the time designated by the Commander for restoration, where the United States has terminated or revoked the license.

## **25. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents and employees to enter upon the premises at any time deemed necessary or convenient in connection with government purposes; to make inspections, to remove material except property of the Licensee, and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Licensee shall have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.

## **26. AIR INSTALLATION COMPATIBILITY USE ZONE (AICUZ)**

The Licensee agrees to continue to cooperate with the Government to work toward compliance with the requirements of the Ellsworth Air Force Base Air Installation Compatibility Use Zone.

## **27. CONVENANT AGAINST CONTINGENT FEES**

The Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this license upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to terminate this license without liability or, in its discretion, to require the Licensee to pay, the full amount of such commission, percentage, brokerage, or contingent fee.

## **28. OFFICIALS NOT TO BENEFIT**

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this license is for the general benefit of such corporation or company.

To the best of their knowledge and belief, no personnel of the Air Force who are responsible for this agreement have any present or anticipated personal or financial interest in such agreement and no such personnel have received any gift or gratuity in connection with this agreement.

## **29. NOTICES**

All correspondence and notices to be given pursuant to this license shall be addressed, if to the Licensee, to The City of Box Elder, 520 North Ellsworth Road, Suite 9C, Box Elder, South Dakota 57719; and if to the United States, to the Deputy Base Civil Engineer, Attention Realty Officer, 2116 Scott Drive, Suite 1, Ellsworth Air Force Base, South Dakota 57706-4709; 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 addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

## **30. TRANSFERS AND ASSIGNMENTS**

The Licensee shall neither transfer nor assign this license nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this license except as authorized herein or otherwise in writing by the approval of the Commander.

## **31. NON-DISCRIMINATION**

The Licensee shall not discriminate against any person or persons or exclude any persons from participation in the Licensee's operations, programs or activities conducted on the premises because of race, color, age, sex, handicap, national origin or religion.

The Licensee, by accepting this license, hereby assures the United States that the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102) and the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794) shall be met. This assurance shall be binding on the Licensee, its agents, successors, transferees and assignees.

### **32. SUBJECT TO REAL ESTATE INTERESTS**

This license is subject to all existing real estate interests and those subsequently granted, as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new real property interest will be coordinated with the Licensee, and such interests will not be granted which will, in the absolute discretion of the Commander, interfere with the use of the premises by the Licensee.

### **33. SUBJECT TO MINERAL INTERESTS**

This license is subject to all outstanding mineral interests.

### **34. DISPUTES CLAUSE**

a. All disputes arising under or relating to this License shall be resolved under this clause.

b. "Claim", as used in this clause, means a written demand or written assertion by the United States or the Licensee seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of license terms, or other relief arising under or relating to this license. However, a written demand or written assertion by the Licensee seeking the payment of money exceeding \$100,000 is not a claim until certified as required by subparagraph c(2) below.

c. Procedure:

(1) A claim by the Licensee shall be made in writing and submitted to the Commander for a written decision. A claim by the Government against the Licensee shall be subject to a written decision by the Commander.

(2) For Licensee claims exceeding \$100,000, the Licensee shall submit with the claim a certification that—

(i) the claim is made in good faith; and

(ii) supporting data are accurate and complete to the best of the Licensee's knowledge and belief

(iii) and the amount requested accurately reflects the license adjustment for which the Licensee believes the Government is liable.

(3) If the Licensee is an individual, that individual shall execute the certificate. If the Licensee is not an individual, the certification shall be executed by—

(i) a senior company official in charge of the Licensee's location involved; or

(ii) an officer or general partner of the Licensee having overall responsibility of the conduct of the Licensee's affairs.

d. For Licensee claims of \$100,000 or less, the Commander must, if requested in writing by the Licensee, render a decision within 60 days of the request. For Licensee-certified claims over \$100,000, the Commander must, within 60 days, decide the claim or notify the Licensee of the date by which the decision will be made.

e. The Commander's decision shall be final unless the Licensee appeals or files suit.

f. At the time a claim by the Licensee is submitted to the Commander or a claim by the Government is presented to the Licensee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c (2) of this clause, and executed in accordance with paragraph c (3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the Commander received the claim (properly certified if required), or (2) if later, the date payment otherwise would be due, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, which is applicable to the period during which the Commander receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Licensee will have interest and penalties as set out in the Debt Collection Act of 1982, (31 U.S.C. Section 3717).

h. The Licensee, pending final resolution of any request for relief, claim, or action arising under the license shall continue to comply with all other provisions of this agreement.

### **35. PRIOR APPROVALS AND PARTICULAR ENVIRONMENTAL CONSIDERATIONS**

a. The Licensee shall not construct, landscape or place any structure, improvement or advertising sign or allow or permit such construction or placement, except as provided herein, without prior written approval of the Commander.

b. Prior to initiating any activities that may affect the environment of the premises in any manner including, but not limited to, the removal of vegetation, digging, drilling, grading,

trenching, dumping, bush hogging, construction or demolition of any sort, operation of off-road vehicles or heavy equipment except as provided herein, the Licensee will provide the Deputy Base Civil Engineer, Attention Realty Officer, 2116 Scott Drive, Suite 1, Ellsworth AFB, SD 57706, a written description of the location, method, magnitude and dates of the proposed activity. In situations involving emergency repairs to reinstate service, the Deputy Base Civil Engineer will be notified at 605-385-2658, at the earliest practical time. In situations where wetlands or endangered species could be impacted, an Environmental Impact Analysis (AF Form 813) will be required. Upon completion of the environmental and aesthetics reviews, the Deputy Base Civil Engineer will notify the requestor of the results of the evaluations.

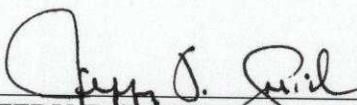
c. Nothing in this paragraph shall be construed to limit in any way the Licensee's responsibilities and obligations under any other provisions of this agreement.

### 36. OTHER STIPULATIONS

See 10 U.S.C. 2667, AFI 32-1061, AFI 32-9007, and AFI 32-9003.

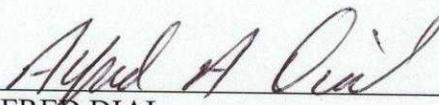
**THIS LICENSE** is not subject to Title 10, United State Code, Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Air Force, this 19<sup>TH</sup> day of OCTOBER, 2006.

  
\_\_\_\_\_  
JEFFRY F. SMITH, Colonel, USAF  
Commander, 28th Bomb Wing

**THIS LICENSE** is also executed by the Licensee this 13 day of October, 2006.

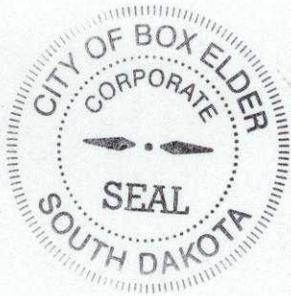
CITY OF BOX ELDER

  
\_\_\_\_\_  
ALFRED DIAL  
Mayor, City of Box Elder, South Dakota

**CERTIFICATE OF AUTHORITY**

I, **KIRSTINA IVANS**, hereby certify that I am the **FINANCE OFFICER** of the City of Box Elder, the entity described in and which executed the foregoing agreement with the United States of America; that said City is organized under the laws of the State of South Dakota; that **ALFRED DIAL**, who executed said agreement as **MAYOR** of said City was then **MAYOR** of said City and has been duly authorized to execute said agreement on behalf of said City; that I know the signature of said **MAYOR**; and that the signature affixed to subject agreement is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said entity this 13 day of October, 2006.



Kirstina Ivans  
Finance Officer, City of Box Elder, SD