DEPARTMENT OF THE AIR FORCE

PERMIT

TO UNITED STATES FOREST SERVICE

FOR REAL PROPERTY LOCATED ON

UNITED STATES AIR FORCE ACADEMY

Form approved by
SAF/GCN: 6 May 2024
Previous versions are obsolete

TABLE OF CONTENTS

BASIC TERMS 1
1. TERM 1
2. CONSIDERATION AND COSTS. 1
3. CORRESPONDENCE. 2
4. ACCESS. 2
5. TERMINATION AND REVOCATION 3
OPERATION OF THE PREMISES 3
6. CONDITION OF PREMISES 3
7. PROTECTION OF PREMISES 3
8. DAF PROPERTY 4
9. RESTORATION OF PREMISES 4
10. ALTERATIONS OF THE PREMISES 4
11. COSTS OF SERVICES 5
12. SUPPORT AGREEMENTS. 5
13. USES OF THE PREMISES 6
ENVIRONMENT 6
14. ENVIRONMENTAL COMPLIANCE 6
15. ASBESTOS AND LEAD-BASED PAINT 7
16. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT 7
17. HISTORIC PRESERVATION 8
18. ENVIRONMENTAL RESTORATION/ INSTALLATION RESTORATION PROGRAM (IRP) 9
19. ACCESS FOR ENVIRONMENTAL RESTORATION 9
20. ENVIRONMENTAL BASELINE/ENVIRONMENTAL CONDITION OF PROPERTY 10
CHANGES IN OWNERSHIP OR CONTROL 11
21. TRANSFER, ASSIGNMENT, LEASING, OR DISPOSAL 11
22. OTHER GRANTS OF ACCESS 11
23. REAL PROPERTY ACCOUNTABILITY 12
24. REPORTING 12
GENERAL PROVISIONS 12
25. COMPLIANCE WITH APPLICABLE LAWS 12
26. AVAILABILITY OF FUNDS 12
27. AMENDMENTS 13
28. LIABILITY 13
29. INSURANCE 13
30. ENTIRE AGREEMENT 13
31. SECTION AND PARAGRAPH HEADINGS 133
32. STATUTORY AND REGULATORY REFERENCES 14
33. PRIOR PERMITS 14
34. COUNTERPARTS 14

PERMIT

The Secretary of the Air Force, hereinafter referred to as "DAF", acting under the authority of 10 U.S.C. § 9013 hereby issues to US Forest Service**,** hereinafter referred to as "Permittee"**,** a Permit (the Permit) to use the land at **United States Air Force Academy** (Installation) described in **EXHIBIT A** and depicted in **Exhibit B**, both attached to and made a part of this Permit (the Premises). This Permit includes the privilege of appropriate access across the sidewalks and streets on the Installation in accordance with the terms of this Permit. The specific uses to which the Premises may be put are more fully described in Section 13. The DAF and the Permittee, when referred to together, are called the "Parties", and each may be referred to in the singular as a "Party". "Permittee" includes the successors and assigns of the Permittee.

THIS PERMIT is granted subject to the following conditions.

BASIC TERMS

1. TERM

1.1. This Permit shall be effective beginning as of 8 April 2026 and shall expire without further notice on 7 April 2031 (the Term) unless sooner terminated or revoked by the DAF or cancelled by agreement of the Parties. At the end of its Term, this Permit may, upon the written request of the Permittee, and at the sole discretion of the DAF, be renewed for an additional period, not to exceed its original term, subject to agreement between the Parties on the payment of consideration, if any. The Permittee must submit any request for renewal at least ninety (90) days prior to expiration of the term of the Permit. The DAF has complete discretion in granting a renewal and may consider, by way of example and not by way of limitation, the past practices of the Permittee on the Installation, the timeliness of the request of the Permittee for renewal relative to requests by other organizations for similar Permits, and the changing requirements of the DAF. The obligations of the Permittee under this Permit, excluding those of Section 2, but including those regarding remediation of environmental contamination and removal of structures, facilities, and equipment installed or owned by it, shall remain in effect after the expiration, cancellation, evocation, or termination of this Permit unless otherwise agreed to by the Parties.

2. CONSIDERATION AND COSTS.

2.1. The Permittee shall secure, maintain and repair the Premises as consideration for this Permit.

2.2. The DAF will not incur any cost or expense in the operation and occupation of the Premises pursuant to this Permit, except as may be specifically stated in this Permit.

3. CORRESPONDENCE.

3.1. All correspondence to be sent and notices required or desired to be given under this Permit must be addressed, if to the DAF, to **10 CES/CEIAP, 8120 Edgerton Drive, USAF Academy, CO 80840**, and, if to the Permittee, to 601 South Weber Street, Colorado Springs, CO 80903 or as may from time to time otherwise be directed by the Parties. Notice shall be given in writing via email and enclosed in a sealed envelope to the address of the receiving Party, and either hand-delivered, or sent by United States Postal Service or by recognized overnight courier. The notice will be deemed given when received by the addressee.

4. ACCESS.

4.1. The use, operation, and occupation of the Premises is subject to the general supervision and control of the Installation Commander**,** or the duly authorized representative of the Commander, who is referred to as the "Representative" in this Permit.

4.2. In accepting the privileges and obligations established of this Permit, the Permittee recognizes that the Installation serves the national defense, and that the DAF will not permit the use, operation, and occupation of the Premises to interfere with the military mission of the Installation. This Installation is an operating military installation that is closed to the public and is subject to the provisions of Section 21 of the Internal Security Act of 1950, 50 U.S.C. § 797, and 18 U.S.C. § 1382. Access to the Installation is subject to the control of the Installation Commander and is governed by regulations and orders that have been lawfully promulgated or approved by the Secretary of Defense or by any designated military commander. Any access granted to the Permittee, its officers, employees, contractors of any tier, agents, and invitees are subject to those regulations and orders. This Permit 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 Permit. Violation of any of those regulations, orders, or conditions may result in the termination of this Permit. Those 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. The Permittee is responsible for the actions of its officers, employees, contractors of any tier, agents, and invitees while on the Installation and acting under this Permit. The Permittee shall be solely responsible for any liability resulting from the actions or omissions of the employees, agents, contractors of any tier, agents, and invitees of the Permittee when acting under this Permit. The Permittee is also solely responsible for the costs of complying with these regulations and orders, including, if necessary, background investigations of its employees required to obtain a security clearance.

4.3. The Representative may enter upon and into the Premises with or without notice for the purpose of ensuring compliance with the terms and conditions of this Permit.

4.4. This Permit does not guarantee that the Installation will remain open or active at its current level, and the Permittee assumes all risks of any closure or size reduction of the Installation.

5. TERMINATION AND REVOCATION

5.1. This Permit may be terminated, in whole or in part, by the DAF for failure by the Permittee to comply with its terms. Termination in accordance with this Section 5 shall create no liability on the part of the DAF for the capital costs, costs of construction, installation, maintenance, upgrade, and removal of facilities, transportation, or relocation, of the Permittee, and the Permittee agrees that none of those costs will be recoverable from the DAF.

5.2. This Permit may be revoked at will by the DAF. Such revocation may only be directed by the Secretary of the Air Force who may delegate the authority to the Under Secretary of the Air Force, the Assistant Secretary of the Air Force (Installations, Environment and Energy), and the Principal Deputy Assistant Secretary of the Air Force (Installations, Environment and Logistics), but to no other person.

OPERATION OF THE PREMISES

6. CONDITION OF PREMISES

6.1. The Permittee has inspected and knows the condition of the Premises. It is understood that the Premises are granted in an "as is, where is" condition without any warranty, representation, or obligation on the part of the DAF to make any alterations (defined below), 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 Permit term to document the condition of the Premises. This report will be made a part of this Permit as **EXHIBIT C.**

7. PROTECTION OF PREMISES

7.1. The Permittee shall protect, repair, and maintain the Premises in good order and condition at its own expense and without cost or expense to the DAF. The Permittee shall exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft, weather, contamination, or other causes. Any property on the Installation damaged or destroyed by the Permittee incident to the exercise of the privileges set forth in this Permit shall be promptly repaired or replaced by the Permittee to the satisfaction of the Representative. To the extent that the property damaged or destroyed by the Permittee is the property of the Permittee, the Representative may, if the Representative determines there to be no detriment to the DAF, consent to the Permittee restoring the underlying property without repairing or replacing the damaged or destroyed property.

8. DAF PROPERTY

8.1. Any interference with the use of, or damage to, or destruction of property under the jurisdiction, custody, or control of the DAF incident to the exercise of privileges of the Permittee set forth in this Permit shall be promptly corrected by the Permittee to the satisfaction of the Representative. If the Permittee fails to promptly repair or replace any such property, the Representative may repair or replace such property and the Permittee shall be liable for the costs of such repair or replacement. The Permittee agrees to reimburse the DAF for actual costs of the DAF resulting from the inability of the DAF to utilize such property during the repair or replacement period.

9. RESTORATION OF PREMISES

9.1. In accordance with 10 U.S.C. § 2691, on or before the date of expiration, cancellation, revocation, or termination of this Permit, the Permittee shall vacate the Premises, remove its property therefrom, and restore the Premises to their original condition, less ordinary wear and tear. The DAF may, in its sole and absolute discretion, consent to the Permittee abandoning all or part of its property and improvements on the Installation, but such consent must be unequivocal and in writing. Restoration of the Premises, for purposes of this Section, includes any remedial, removal, or corrective action necessitated by the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), the Solid Waste Disposal Act (SWDA), or similar laws applicable to the Premises, when the Permittee's actions result in releases or contamination as defined under such laws (See Section 18 for environmental restoration requirements). The Representative may, if the Representative determines there to be no detriment to the DAF, consent to the Permittee removing its property and restoring the Premises after the expiration, cancellation, revocation, or termination of this Permit. Notwithstanding the foregoing, if the Permittee fails to perform in a timely manner as determined by the Representative or the DAF considers it in the best interest of the DAF, the DAF may perform the required actions and restoration in place of the Permittee and the Permittee shall reimburse the DAF for its costs as provided in Section 14 and Section 18.

9.2. To the extent that this Permit is a continuation or follow-on Permit to previous Permits or licenses for essentially the same premises and for essentially the same purposes, the term "original condition" as used in Section 9.1 shall apply as though it took effect at the beginning of the original use of the Premises by Permittee.

10. ALTERATIONS OF THE PREMISES

10.1. Any and all alterations, additions, construction, installation, maintenance, and repair ("Alterations") of any type whatsoever must comply with this Permit. The Permittee shall make no Alterations of the Premises without the prior written consent of the Representative. Consent by the DAF will not be unreasonably withheld. The Representative may in the Representative's discretion issue approvals in advance for certain specified categories of work.

10.2. The Representative may, in granting consent to Alterations by the Permittee, impose such additional conditions, as the Representative deems necessary. Such conditions may include, by way of example and not by way of limitation, restrictions on transportation routes, times and requirements to protect or restore transportation routes.

10.3. The Permittee shall neither place nor display advertising of any kind whatsoever on the Premises or on its property located on the Premises, nor allow any advertising of any kind whatsoever to be placed on its property located on the Premises.

10.4. If the property of the Permittee located on the Premises intrudes into airspace subject to regulation under the Federal Aviation Regulations or their DAF counterparts, such property shall be operated, constructed, installed, repaired, and maintained in conformance with such regulations.

10.5. If the Permittee makes Alterations to the Premises, the Permittee shall maintain records showing the locations and nature of its facilities and installed equipment on the Premises. Such records shall be kept current by Permittee. The Permittee shall, at no cost to the DAF, provide the DAF a copy of these records, along with any changes to them when those changes are made.

11. COSTS OF SERVICES

11.1. The Permittee is responsible for the cost of all utilities, janitorial services, building maintenance, environmental services, and grounds maintenance for the Premises without cost to the DAF. The DAF may, if its capabilities permit, consent to provide certain of these services to the Permittee in accordance with the Economy Act, 31 U.S.C. § 1535. In the case of some services, the DAF may, for purposes of Installation-wide contract uniformity and control of access, require the Permittee to use the services of the Installation contractor providing that service.

11.2. If the Permittee qualifies under Department of Defense or the Air Force regulations, some or all of the costs of those services listed in Section 11.1 may be provided by the DAF without reimbursement.

11.3. If the DAF obtains any permit or license wholly or in large part because of activities of the Permittee under this Permit, the Permittee shall reimburse the DAF the proportionate share of the cost of the Permittee to obtain the permit or license.

12. SUPPORT AGREEMENTS

12.1. The DAF and the Permittee may enter into a support agreement under the provisions of Air Force Instruction 25-201, *Intra-Service, Intra-Agency, and Inter-Agency Support Agreements Procedures*, which may supplement this Permit and provide added detail. Nothing in the support agreement may modify or contradict the provisions of this Permit and, if there is any conflict between the provisions of this Permit and any support agreement, the provisions of this Permit shall govern.

13. USES OF THE PREMISES

The National Forest Service has received funds to mitigate vegetation along the Pike National Forest boundary along the west side of the USAFA campus. While the mitigation work will be occurring on NFS managed lands, US Forest Service has requested the ability to improve sections of roads and trails, and to create temporary roads on USAFA to provide access to the NFS lands. The goal of the project is to help protect critical Department of Defense (DOD) infrastructure and assets by creating resilient forested landscapes by thinning unhealthy forests, thus reducing hazardous fuels in areas neighboring these installations. By creating a mosaic of forest conditions adjacent to the installations, this project will create a resilient forested landscape by completing fuel treatments that reduce the amount of standing biomass within forest vegetation types. Such projects will establish strategic fuel breaks and fire potential control lines near these military installations. USAFA's only role in the project will be allowing US Forest Service to use and improve some existing trails and roads and create temporary access roads along the western campus boundary from USAFA roads and trails to afford US Forest Service access to its work areas located in the Pike National Forest.

ENVIRONMENT

14. ENVIRONMENTAL COMPLIANCE

14.1. In its activities under this Permit, the Permittee shall comply with all applicable environmental requirements, and in particular those requirements concerning the protection and enhancement of environmental quality, pest management, natural resources management, pollution control and abatement, safe drinking water, wastewater, air quality, and solid and hazardous waste. Responsibility for compliance with such requirements rests exclusively with Permittee, including liability for any fines, penalties, or other similar enforcement costs.

14.2. The Permittee shall comply with all permits issued to the Installation for those actions of the Permittee covered by said permits. Any fines, penalties, or charges of any kind levied against the DAF which are based on the violation of a permit shall, if such violation is the result of actions of Permittee, be paid by Permittee. In those cases where a fine, penalty, or charge is attributable to the actions of other entities besides Permittee, the DAF shall apportion the liability for the fine, penalty, or charge between those entities whose actions generated the fine, penalty, or charge. The apportionment of the DAF shall be final and conclusive on Permittee. The DAF may pay any fine, penalty, or charge levied against the DAF based on such violation in order to meet mandatory response times but the Permittee shall reimburse the DAF for such payment to the extent the Permittee is responsible under this Section 14.2.

14.3. To the extent its activities require one, the Permittee shall obtain its own United States Environmental Protection Agency (USEPA) generator identification number, unless the Representative directs the Permittee to use the Installation's identification number.

14.4. The DAF is the focal point for communications with regulatory authorities for all activities on the Installation. The Permittee shall, in complying with applicable environmental requirements, coordinate with the DAF and communicate with regulatory agencies and the public through the DAF.

14.5. Proposed or ongoing work, to include all modifications of previously completed projects, in the out-grant area and at facilities included in the Outgrant, require compliance with the National Environmental Policy Act (NEPA) prior to obligation of resources. Proposed work/actions include but are not limited to ground-disturbing activities, construction actions, and repairs/modifications to AF structures. The Air Force complies with NEPA through the Environmental Impact Analysis Process (EIAP). The out-grant lessee or proponent shall be responsible for compliance with the EIAP, which should be initiated as early in the planning/design/Real Property instrument process as possible.

EIAP for proposed work/actions is initiated with the submittal of form AF IMT 332 (Base Civil Engineer Work Request), which will be reviewed by CE to determine the level of EIAP (CATEX memo, AF Form 813, Environmental Analysis, Environmental Impact Statement) required to comply with NEPA. AF IMT 332s should be submitted to USAFA Production Control. Non-USAFA proponents should contact Real Property staff for further information regarding procedures to initiate EIAP for on-base construction/repair/maintenance activities.

15. ASBESTOS AND LEAD-BASED PAINT

15.1. The Permittee shall make no additions to or alternations of those parts of the Premises which contain asbestos-containing material (ACM), without prior consent of the Representative; any such improvements or construction shall be done in compliance with all applicable Federal, state, interstate, and local laws and regulations governing ACM. The Permittee is responsible for monitoring the condition of ACM on any portion of the Premises for deterioration or damage. The Permittee is responsible, at its expense, for remediation of any ACM on the Premises which is disturbed or damaged by the Permittee or which becomes friable during the term of this Permit.

15.2. The Permittee shall test any painted surface to be affected by any of its operational, construction, installation, repair, or maintenance activities to determine if the paint is lead-based and shall handle that surface in compliance with all Applicable Laws, as defined below, and at the expense of Permittee.

16. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT

16.1. Permittee, at its expense, shall comply with all Applicable Laws, including, without limitation, those pertaining to occupational safety and health, the handling and storage of hazardous materials, and the proper handling and disposal of solid and hazardous wastes and hazardous substances generated by its activities. Nothing in this Permit supersedes the requirements of 10 U.S.C. § 2692, *Storage, treatment, and disposal of nondefense toxic and hazardous materials.*

16.2. The Permittee shall not bring solid or hazardous wastes or hazardous substances upon the Premises. The Permittee shall be responsible for the cost of proper disposal of solid and hazardous wastes generated by its activities under this Permit. The DAF may require the Permittee to utilize centralized systems of the DAF for the handling, treatment, storage, and disposal of solid and hazardous wastes. The DAF may require the Permittee to participate in DAF's pollution prevention and recycling programs.

16.3. Upon discovery of previously unknown hazardous wastes or hazardous substances or of a spill of hazardous materials or wastes on the Premises, the Permittee shall immediately notify the Representative of such discovery and cease activities at the site of the discovery, except such activities as may be directed at containing a spill.

16.4. The terms 'hazardous materials,' 'solid wastes,' 'hazardous wastes,' and 'hazardous substances' are as defined in the Federal Water Pollution Control Act, CERCLA, SWDA, the Clean Air Act, and the Toxic Substances Control Act, and their implementing regulations.

17. HISTORIC PRESERVATION

17.1. The Permittee 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 Nation 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 Premises, the Permittee shall cease its activities at the site and immediately notify the Representative and protect the site and the material from further disturbance until the Representative gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Permittee.

17.2. Permittee shall not conduct or ask to be conducted on their behalf any type of facility modification/repair/addition (including, but not limited to, building repair/maintenance, additional storage sheds, etc.) within their lease area (regardless of the size of said modification) without submitting the proposed work to USAFA 10 CES on an AF332 form for approval. Facility modifications have the potential to unknowingly remove or disturb historic resources (archaeological, architectural, or other cultural artifacts) and must not be conducted without proper approvals. Any costs resulting from any required compliance with the National Historic Preservation Act (NHPA) or due to delays associated with compliance shall be the responsibility of Permittee.

17.3. Permittee shall not conduct or ask to be conducted on their behalf any type of landscape modification (including, but not limited to, vegetation clearing and/or landscaping, erosion control, trail/path creation and/or maintenance, etc.) within their lease area (regardless of the size of said modification) without submitting the proposed work to USAFA 10 CES on an AF332 form for approval. Landscape modifications have the potential to unknowingly remove or disturb historic resources (archaeological, architectural, or other cultural artifacts) and must not be conducted without proper approvals. Any costs resulting from any required compliance with the National Historic Preservation Act (NHPA) or due to delays associated with compliance shall be the responsibility of Permittee.

17.4. If the normal operating procedures of the Permittee change from what was originally disclosed during the original permit, Permittee shall notify USAFA 10 CES in order to evaluate any potential new compliance requirements in lieu of said changes. Similarly, if uses change based upon the needs of specific events held at the location, any deviation from normal operating procedures will need to be evaluated for potential new compliance requirements. Any costs resulting from any required compliance with the National Historic Preservation Act (NHPA) or due to delays associated with compliance with NHPA shall be the responsibility of Permittee.

18. ENVIRONMENTAL RESTORATION/INSTALLATION RESTORATION PROGRAM (IRP)

18.1. The Permittee shall cooperate with DAF environmental restoration activities pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA, 42 U.S.C. §§ 9601-9675), the Solid Waste Disposal Act (SWDA, 42 U.S.C. §§ 6901-6992k), the Defense Environmental Restoration Program (DERP, 10 U.S.C. §§ 2701-2711), or other environmental cleanup laws applicable to the Premises.

18.2. The Permittee shall pay for or reimburse the DAF for environmental restoration work it becomes responsible to perform or pay for because of spills, releases, or other actions caused by or attributable to the Permittee.

18.3. If the Installation is listed on the National Priorities List (NPL), or becomes listed on the NPL, during the Permit term, the DAF will provide the Permittee with a copy of the Federal Facilities Agreement (FFA) the DAF enters with the USEPA regarding environmental restoration of NPL sites on the Installation. Regardless, the DAF will advise the Permittee of environmental restoration sites and activities that may impact Permittee's use of the Premises.

19. ACCESS FOR ENVIRONMENTAL RESTORATION

19.1. Nothing in this Permit 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 Condition 19.3 and for such other purposes as are consistent with the provisions of an FFA or required to implement environmental restoration work conducted under the provisions of the DERP, 10 U.S.C. §§ 2701-2711. The Permittee shall provide reasonable assistance to the DAF to ensure DAF's activities under this Section 19 do not damage property of the Permittee on the Premises.

19.2. The USEPA and State of Colorado, including their subordinate political units, and their duly authorized officers, employees, contractors of any tier, and agents may, upon reasonable notice to the Permittee and with DAF's consent, enter upon the Premises for the purposes enumerated in Section 19.3 and for such other purposes as are consistent with the provisions of an FFA. The Permittee shall provide reasonable assistance to USEPA and the State to ensure their activities under this Section 19 do not damage property of the Permittee on the Premises.

19.3. Purposes.

19.3.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test-pitting, testing soil borings, and other activities related to the environmental restoration work/IRP;

19.3.2. To inspect field activities of the DAF and its contractors of any tier in implementing the environmental restoration work/IRP;

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

19.3.4. To conduct, operate, maintain, or undertake any other response or remedial action as required under or necessitated by environmental restoration work/IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities.

20. ENVIRONMENTAL BASELINE/ENVIRONMENTAL CONDITION OF PROPERTY

20.1. An environmental baseline survey (EBS) waiver has been prepared documenting the known history of the property with regard to the storage, release, or disposal of hazardous substances thereon; that EBS waiver is attached hereto, or incorporated by reference, and made a part hereof as **EXHIBIT D**. Upon expiration, cancellation, revocation, or termination of this Permit, Permittee, shall prepare another EBS in accordance with standards and requirements of the DAF, which shall document the environmental condition of the property at the end of use of the Premises by Permittee. That EBS waiver shall be attached hereto, or incorporated by reference, and made a part

hereof as **EXHIBIT D**. The findings of the EBS waiver shall be used in settling factual aspects of claims for environmental restoration of the Premises.

CHANGES IN OWNERSHIP OR CONTROL

21. TRANSFER, ASSIGNMENT, LEASING, OR DISPOSAL.

21.1. The Permittee shall not transfer, permit, license, assign, lease, or dispose of in any way, including, but not limited to, voluntary or involuntary sale, merger, consolidation, receivership, or other means (all referred to in this Section 21 as "Transfer"), this Permit or any interest in it or any property on the Premises, or otherwise create any interest in the Premises, without the prior written consent of the Representative. Transfers may only be made to agencies or instrumentalities of the United States.

21.2. Any Transfer by the Permittee shall be subject to all of the terms and conditions of this Permit and shall terminate immediately upon the expiration, cancellation, revocation, or termination of this Permit, without any liability on the part of the DAF to the Permittee or to any transferee. Under any Transfer made, whether with consent or without consent in violation of Section 21.1 above, the transferee shall be deemed to have assumed all of the obligations of the Permittee under this Permit. No Transfer shall relieve the Permittee of any of its obligations under this Permit.

21.3. The Permittee shall deliver to the Representative, for his or her prior written consent, a copy of each Transfer the Permittee proposes to execute. The consent by the Representative may include the requirement to delete, add, or change provisions in the Transfer instrument, as the DAF shall deem necessary to protect its interests. Consent to, or rejection of, any Transfer shall neither be taken or construed to alter, diminish, or enlarge any of the rights or obligations of either of the Parties under this Permit, nor form a basis for any cause of action against or liability of DAF.

21.4. Any Transfer instrument must expressly provide that: (1) the Transfer and transferee are subject to all of the terms and conditions of this Permit; (2) the Transfer shall terminate with the expiration, cancellation, revocation, or termination of this Permit; and, (3) in case of any conflict between this Permit and the Transfer instrument, this Permit shall govern. A copy of this Permit must be attached to the Transfer instrument.

22. OTHER GRANTS OF ACCESS

22.1. This Permit 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 Premises. The DAF may make additional Outgrants and make additional uses that may affect the Premises. However, any such additional Outgrants shall not be inconsistent with the use of the Premises by Permittee under this Permit.

22.2. For those areas identified in **EXHIBIT B.1**, the DAF shall not make any additional Outgrants that would interfere with requirements of the Permittee to restrict access. The DAF recognizes that these areas require restricted access. This Section 22.2 shall only apply to access by others than the DAF and shall not limit any right of access by public authorities charged with the regulation of activities of the Permittee or with law enforcement

23. REAL PROPERTY ACCOUNTABILITY

23.1. The DAF may transfer real property accountability for all or any part of the Premises to another agency or instrumentality of the United States. In that event, the agency or instrumentality assuming real property accountability shall stand in the place of and assume the rights and obligations of the DAF hereunder without altering, diminishing, or enlarging the rights and obligations of either the DAF or the Permittee under this Permit.

24. REPORTING

24.1. This Permit is not subject to 10 U.S.C. § 2662.

GENERAL PROVISIONS

25. COMPLIANCE WITH APPLICABLE LAWS

25.1. The Permittee shall comply with all applicable Federal, state, interstate, and local laws, regulations, instructions, directives, requirements, and policy memorandums ("Applicable Laws"). This may include the need for the Permittee to obtain permits to engage in its activity. The DAF is not responsible for obtaining permits for Permittee nor for allowing Permittee to use permits obtained by the DAF.

25.2. Compliance with Executive Orders 13658 or 14026. The Parties expressly stipulate this Lease is subject to Executive Order 13658 or Executive Order 14026 and the regulations issued by the Secretary of Labor in 29 CFR Part 10 or 29 CFR Part 23 pursuant to the Executive Orders. Thereby, "Appendix A of [29 CFR Part 10-Contract Clause"] *or* [29 CFR Part 23-Contract Clause"] is incorporated by reference herein. The Lessee agrees to determine if such Executive Order applies based upon its intended use or actions on the Lease Premises; and stipulates and agrees to indemnify and hold the Government harmless against any claims from covered employees related to failure to comply with such Executive Orders and implementing regulations.

26. AVAILABILITY OF FUNDS

26.1. The obligations of any Party to this Permit or of any transferee of the permit 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 Permit.

27. AMENDMENTS

27.1. This Permit may only be modified or amended by a written agreement of the Parties, duly signed by their authorized representatives.

28. LIABILITY

28.1. The DAF is not responsible for loss of or damage to property or injury or death to persons that may arise from, or be attributable or incident to, the condition or state of repair of the Premises, due to its use or occupation by Permittee. The Permittee assumes all risks of loss or damage to property and injury or death to persons, whether to its officers, employees, contractors of any tier, agents, invitees, or others, by reason of or incident to use of the Premises by Permittee, and its activities conducted under this Permit. The Permittee shall, at its expense, pay any settlements of or judgments on claims arising out of its use of the Premises. The Permittee shall, at its expense, either settle and pay any claims arising out of the use and occupancy of the Premises or retain administrative responsibility for any litigation resulting from such claims, including reimbursement of the Judgment Fund, 31 U.S.C. § 1304; provided, however, that the DAF or another agency of the Government may, as a matter of its internal policy, assume responsibility for certain claims of that agency's personnel while assigned or detailed to the Permittee, or otherwise present on the Premises.

29. INSURANCE

29.1. If the Permittee is a non-appropriated fund instrumentality of the United States, or is authorized to and does maintain insurance coverage, it shall continue to maintain insurance coverage of the types and in the amounts typically carried for its operations. The Permittee shall require its contractors of any tier performing work on the Premises to carry and maintain insurance coverage of the types and in the amounts specified by the Representative.

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 Premises by the Permittee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Permit.

31. SECTION AND PARAGRAPH HEADINGS

31.1. The headings contained in this Permit and its Attachments exist to facilitate reference only, and they shall not in any way affect the construction or interpretation of this Permit.

32. STATUTORY AND REGULATORY REFERENCES

32.1. Any reference to Federal, state, interstate, or local laws, regulations, instructions, directives, requirements, or policy memoranda in this Permit shall be interpreted as being a reference to such Federal, state, interstate, or local laws, regulations, instructions, directives, requirements, or policy memoranda as amended from time to time.

33. PRIOR PERMITS

33.1. This Permit supersedes all prior Permits and licenses, if any, to the Permittee for the Premises, but does not terminate any obligations of the Permittee under such prior Permits or licenses that may by their terms survive the termination or expiration of those prior Permits or licenses, except to the extent such obligations are inconsistent with this Permit. In the event that any prior permit or license between the Parties for the use and occupancy of the Premises has expired prior to the execution of this Permit, the Parties acknowledge that the Permittee has had continuous use and occupancy of the Premises pursuant to the prior agreement since the expiration of the prior agreement.

34. COUNTERPARTS

34.1. This Permit may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Permit by facsimile or other electronic means shall be effective as the delivery of a manually executed counterpart of this Permit. The Parties agree that such electronically exchanged or stored copies will be enforceable as original documents.

IN WITNESS whereof, I have hereunto set my hand by authority of the Secretary of the Air Force, this _____ day of _____, 2026.

[Signatures on following pages]

DAF SIGNATURE PAGE TO PERMIT

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

BY:_____
Name: BRENDA L. ROESCH, NH-4, DAF
Title: Director, Installations Directorate

PERMITEE SIGNATURE PAGE TO PERMIT

This Permit is also executed by the Permittee this ___13_ day of _April__, 2026.

Pikes Peak Ranger District
Pike-San Isable National Forests & Cimarron and Comanche National Grasslands

Carl R Bauer Digitally signed by CARL BAUER
Date: 2026.04.13 11:05:50 -06'00'

Carl R. Bauer
District Ranger, Pikes Peak Ranger District

EXHIBIT A

Legal Description of Premises

Sections of USAFA roads and trails on the western boundary provide access to The National Forest Service (NFS) land outside USAFA's boundary.

EXHIBIT B

Depiction of Premises

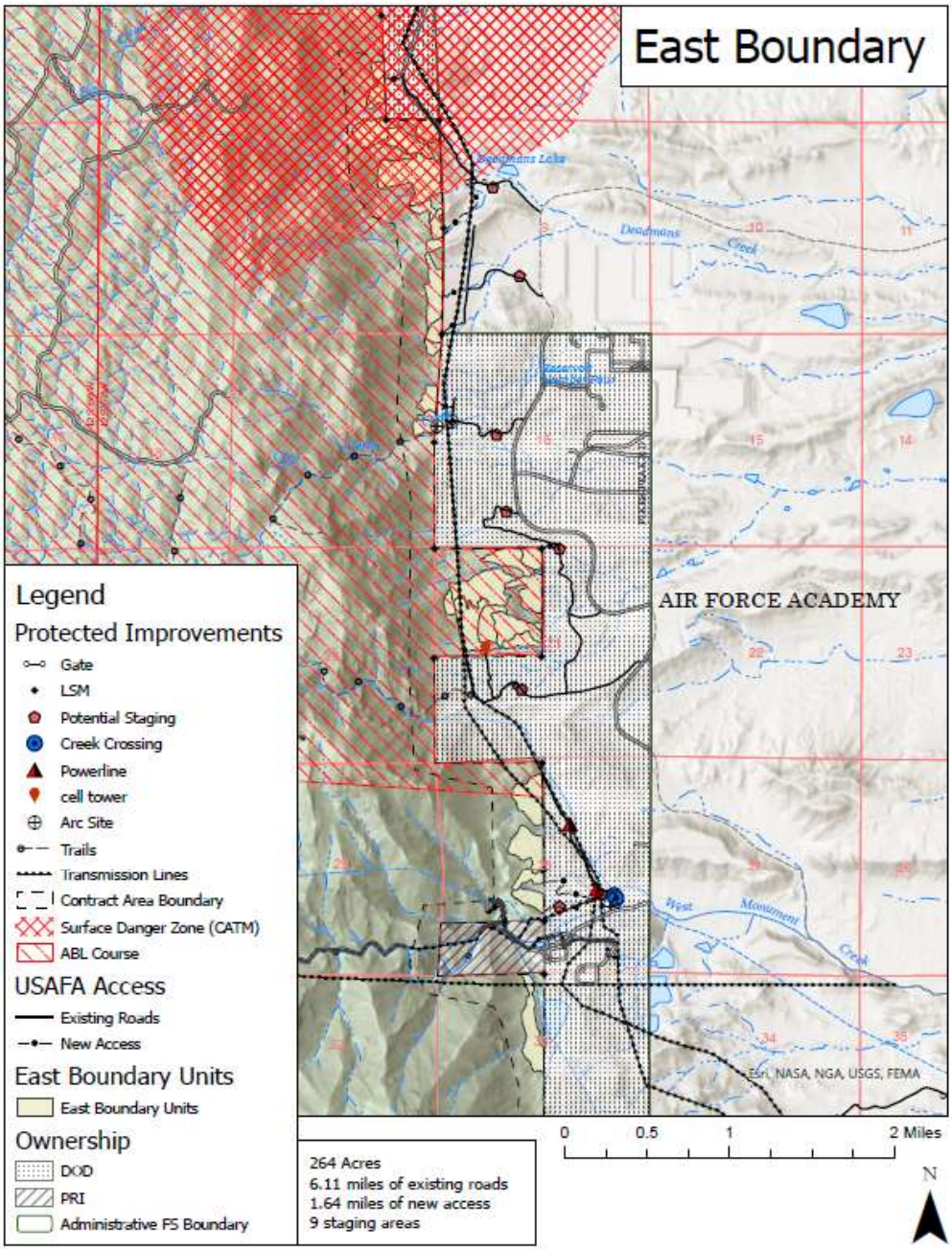

EXHIBIT B-1

Restricted Access Areas Under Section 22.2: N/A

EXHIBIT C

Physical Condition Report

The property identified in Exhibit A, Legal Description of Premises, and Exhibit B, Depiction of Premises, as shown as part of this Permit No. USAF-AFA-XQPZ-26-2-0193 on US Air Force Academy has been inspected and found to be satisfactory by the US Air Force Academy Real Property Accountable Officer (RPAO) and a representative of US Forest Service. Pictures of the property location are references in the attached EBS with Exhibit D. All locations are free of obstructions and not located within boundaries of known future construction. The Permit site is located on Federal property at US Air Force Academy.

RPO's Representative:

_____ DATE: _____

Christopher H. Skilbred
Real Property Accountable Officer

Grantee's Representative:

Carl R Bauer Digitally signed by CARL BAUER
Date: 2026.04.13 13:38:01 -06'00'

_____ DATE: _____

Carl R. Bauer
District Ranger, Pikes Peak Ranger District

Form approved by
SAF/GCN: 6 May 2024
Previous versions are obsolete

EXHIBIT D

Environmental Baseline Survey

In accordance with Section 20, the EBS waiver titled Environmental Baseline Survey (EBS) Waiver for Outgrant Permit to the National Forest Service (NFS) and dated 19 February 2026 is hereby incorporated by this reference.