

**Florida Department of Environmental Protection, Division of State Lands**

Land Management Plan Amendment Request  
For  
Canaveral Marshes Conservation Area  
February 2021

**REQUEST**

The St. Johns River Water Management District would like to request to amend the Land Management Plan (LMP) for Canaveral Marshes Conservation Area allowing the addition of a lease to the United States Air Force (USAF) for a lightning detection system at Canaveral Marshes Conservation Area (CMCA).

**BACKGROUND**

The management of District-owned lands is addressed in the process of developing site-specific LMPs. Following District Governing Board – and in this case Acquisition and Restoration Council (Council) – approval, LMPs guide management activities for the next ten years. Some older plans did not fully include the potential role of agreements, leases and special use authorizations.

Chapter 373.1391 Florida Statutes authorizes and encourages the District to enter into cooperative land management agreements with state agencies or local governments to provide for the coordinated and cost-effective management of lands to which the water management districts, the Board of Trustees of the Internal Improvement Trust Fund, or local governments hold title. District Policy #90-16, promotes the District entering into agreements with other agencies and private parties for cooperation and coordination of management of the District’s lands. In addition, the District is authorized to enter into Cooperative Agreements, Cooperative Management Leases, Leases, Easements and Special Use Authorizations (SUA) to protect the District’s water management interests and to enhance the management and public value of the land. Leases can be a useful tool to accomplish land management objectives and will be evaluated and implemented where appropriate. Common examples include cattle grazing and apiaries, and the District remains open to considering other types of leases which help achieve management goals.

CMCA comprises approximately 11,055 acres and is located in northern Brevard County; south of S.R. 50 and north of C.R. 520 on the east side of the St. Johns River, approximately 10 miles southwest of Titusville. Within CMCA, the District and the Board of Trustees of the Internal Improvement Trust Fund have 50/50 ownership interest in the Canaveral Industrial Park parcel, totaling approximately 2,349 acres. A July 13, 2009 letter (page 3) from the Bureau of Public Land Administration to District staff indicates that a lease from the BOT to the District was not necessary for District management of this parcel. The lightning detection lease site is within the Canaveral Industrial Park parcel and includes approximately 0.5 acre of improved pasture (pages 4-5). The USAF lightning detection system lease serves Cape Canaveral Naval Air Station and the Kennedy Space Center.

The USAF lightning detection lease at CMCA commenced in 2006 as a license agreement. In February 2016, after the approval of the 2015 CMCA LMP, the lightning detection system use was converted to a five-year lease which expired January 31, 2021. Consistent with the Lease, an expiration reminder notice was sent to USAF on September 15, 2020 and on September 17, 2020, USAF emailed their desire to continue the lease. USAF is required to utilize their federal template and a five-year lease term.

The only change in the new lease (page 6) is the access route to the lightning detection system site. The District notified USAF that the access route in the current lease would change due to the District's acquisition of an access easement from the adjacent neighbor (Townsend) that could also be used as access for the lightning detection system site. USAF included the access description in their new lease. The District received USAF lease template for review on January 12, 2021.

## **DISCUSSION**

District staff has received approval from the District Governing Board for a lightning detection lease to the USAF in the CMCA. When the CMCA LMP was last updated in 2015, this use was not specifically mentioned. At the time, the lightning detection system was being allowed as a license agreement. SUAs and license agreements are not listed in management plans – just leases and proprietary encumbrances. District Staff interprets Section 3.3 “Single or Multiple-Use Management” (see LMP excerpt attached on page 4) as including this use. At this time, District staff requests that the District Governing Board and the Council approve an amendment to the LMP specifically including this lease as consistent. District Staff are requesting an amendment to the LMP for CMCA to include the lightning detection system in the “Title Interest & Encumbrances” section that reads.

Leases can be a useful tool to accomplish land management objectives and will be evaluated and implemented where appropriate. Common examples include cattle grazing and apiaries, and the District remains open to considering other types of leases which are compatible with management of CMCA. The United States Air Force has operated a roughly 0.5-acre lightning detection system site at CMCA since 2006. In 2016, the agreement for this site was converted to a lease. The lease was renewed in 2021 for another five-year term.

Concurrent with this request, staff is working with the District Governing Board to receive Governing Board approval of this amendment. A full update to the CMCA LMP is due in 2025. The scope of the updated LMP will include language referencing leasing, as well as information on the approved lightning detection system lease.



# Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

July 13, 2009

Ms. Terri Mashour  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, FL 32178-1429



RE: Canaveral Industrial Park

Dear Ms. Mashour,

This letter is to inform the St. Johns River Water Management District (District) of our legal staff's position on whether or not a lease needs to be granted to the District for the management of the above mentioned property. The District and the Board of Trustees of the Internal Improvement Trust Fund (BOT) have 50/50 ownership interest in the property.

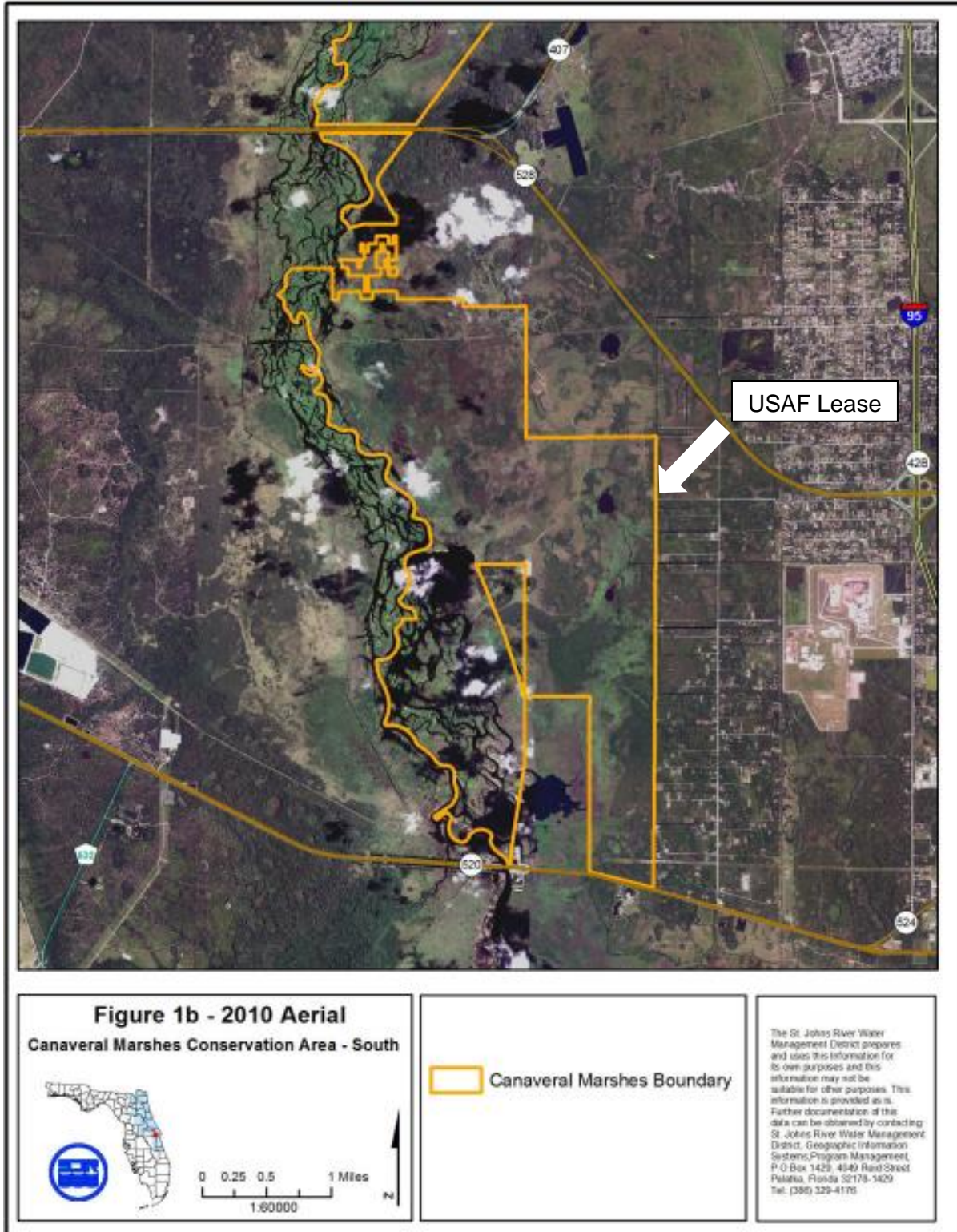
The District, as co-owner, has the right to possess the property. A lease is not required for the District to police and manage the property as long as best management practices are used.

If you have any questions about this matter, you may call me at 850.245.2720.

Sincerely,

Kime Landes  
Bureau of Public Land Administration  
Mail Station 130

Canaveral Marshes Conservation Area – Lightning Detection System Lease





Aerial Image of Leased Area



Excerpt from 2015 Land Management Plan

3.3 Single or Multiple-Use Management

CMCA is managed under the multiple-use concept. The property provides numerous public outdoor recreational and educational opportunities all the while maintaining three cattle leases.

All of the current uses and activities within CMCA are considered to be in accordance with the purposes of acquisition, SJRWMD's agency mission, and the Conceptual State Lands Management Plan. During the planning process for this plan, it was determined that no additional uses and activities would be considered at this time.

**LEASE TO**  
**DEPARTMENT OF THE AIR FORCE**  
**FROM**  
**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**  
**PALATKA, FLORIDA**  
**FOR**  
**4D LIGHTNING**  
**DETECTION SYSTEM**  
**SITE, STLB**

Form approved by  
SAF/GCN 3 Mar 15  
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THIS LEASE is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between River Water Management District, a Public body, existing under Chapter 373, Florida Statutes (the "Lessor") and The United States of America, acting by its Secretary of the Air Force (the "Government" or the "Air Force"). The Lessor and the Government may sometimes be referred to jointly as the "Parties," and each separately as a "Party." The term "Lessor" includes its successors and assigns, if any. Lessee includes its assigns, if any.

The Government is entering into the Lease under the authority contained in 10 U.S.C. § 2663.

WHEREAS, the Lessor and the Air Force have entered into Lease, USAF-ASPC-STLB-16-1-0394, to use and occupy the Licensed Premises (defined below), which by its terms expire on 31 January 2021.

WHEREAS, this Lease continues to grant the Air Force use of Premises in accordance with the terms hereof.

NOW, THEREFORE, the Lessor, for the consideration set forth below, hereby leases to the Government the Leased Premises (identified below), for the purpose of weather surveillance, subject to the following conditions:

Leased Premises includes the real property described on **Exhibit A** and depicted on **Exhibit B** together with the right of the Government and its officers, employees, invitees, licensees, agents and contractors to use the streets, common driving areas, sidewalks, and walkways around the real property for access to and from public streets and highways (the "Leased Premises"), and certain personal property, if any, identified in **Exhibit A** (the "Personal Property"). The Personal Property is an integral part of the Leased Premises and may be used by the Government in connection with its use of the real property included in the Leased Premises.

## BASIC TERMS

### 1. TERM

**1.0. Term.** One (1) year, beginning on 1 February 2021, (Term Beginning Date) and ending on 31 January 2022 (Term Expiration Date) and continuing from year to year thereafter, but in no event later than 31 January 2026, unless terminated as specified elsewhere in this Lease.



## 2. RENT

2.1. The consideration for this lease will be at no cost to the Government other than the protection, care, and maintenance of the leased area.

## 3. CORRESPONDENCE

3.0. Whenever the Government or the Lessor shall desire to give or serve upon the other a notice, demand, order, direction, determination, requirement, consent or approval, request, or other communication with respect to this Lease or with respect to the Leased Premises and any improvements located thereon, each such notice, demand, order, direction, determination, requirement, consent or approval, request, or other communication shall be in writing and shall not be effective for any purpose unless same shall be given or served by personal delivery to the Party or Parties to whom such notice, demand, order, direction, determination, requirement, consent or approval, request, or other communication is directed or by mailing the same, in duplicate, to such Party or Parties through a nationally recognized and reputable overnight delivery service at the regular delivery address for the parties specified below. In the latter case, delivery shall be effective on the date confirmed by the records of such service. All correspondence that must be sent, and all notices required or desired to be given under this Lease, must be addressed, if to the Air Force, to:

Real Property Officer  
45 CES/CEIAP  
1224 Jupiter Street  
Patrick Air Force Base, Florida 32925

with a copy to:

Department of the Air Force  
AFCEC/CIT  
2261 Hughes Ave., Ste. 155  
JBSA Lackland, TX 78236-9853

and, if to the Lessor, to:

St. Johns River Water Management District  
Attention: Director, Real Estate Services  
P.O. Box 1429  
Palatka, Florida 32178-1429

or to another address that the Parties may from time to time otherwise direct. Notice shall be given in writing 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 communication will be deemed delivered when received by the addressee.

#### 4. ACCESS AND INSPECTION

4.0. Lessor shall have the right to access the Leased Premises for purposes of inspection at any reasonable time with reasonable prior notice to the Government.

#### 5. DEFAULT AND TERMINATION

5.1. The failure of the Lessor or the Government to comply with any provision of this Lease, where such failure to comply continues for thirty (30) days after delivery of written notice, shall constitute a default or breach of this Lease. If, however, the time required to return to compliance exceeds the thirty (30) day period, the defaulting Party shall not be deemed to be in default if within such period the actions necessary to bring the Lease into compliance have begun and are diligently and continuously pursued to until the default has been cured.

5.1.1. In the event of any default and breach of this Lease, the non-defaulting Party may terminate this Lease at any time after expiration of the cure period provided for in Condition 5.1 upon written notice of the termination. The termination notice shall be effective as of a date to be specified in the notice, which shall be at least seven (7) but not more than thirty (30) days after receipt of the notice.

5.2. The Government may terminate this Lease at any time by giving the Lessor at least thirty (30) days' prior written notice.

5.3. The Government shall vacate and surrender the Leased Premises to the Lessor on or before the date of expiration of the Lease, or its earlier termination. The Government will remove all of its property from the Leased Premises and restore them to as good order and condition, reasonable wear and tear and damage beyond the control of the Government excepted, as that existing on the Term Beginning Date, subject to Condition 7 below. In the alternative and at the Government's discretion, the Government may convey any remaining improvements to lessor and/or compensate the Lessor for the diminution in value of the Premises in lieu of removal and/or restoration.

### OPERATION OF THE PREMISES

#### 6. CONDITION OF LEASED PREMISES

6.0. Prior to the Term Beginning Date, an Environmental Baseline Survey (EBS) Waiver for the Leased Premises dated 11 January 2021 has been delivered to the Lessor and is attached as **Exhibit C** hereto. The EBS waiver sets forth those environmental conditions and matters on and affecting the Leased Premises on the Lease Effective Date as determined from the records and analyses reflected therein. Any failure on the part of the Lessor to fully disclose any known latent defect on the Leased Premises shall be grounds for termination of this Lease by the Government. A separate EBS waiver for the Leased Premises shall be prepared by the Government, after the expiration or earlier termination of this Lease "Final EBS" or "EBS waiver". Such Final EBS or EBS waiver shall document the environmental conditions and matters on and affecting the Leased Premises on the

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Term Expiration Date as determined from the records and analyses reflected therein. The Final EBS or EBS waiver will be used by the Government to determine any obligations to maintain and restore the Leased Premises under this Lease.

## **7. CONSTRUCTION AND ALTERATIONS**

**7.0.** The Government may place, construct, or make substantial improvements, structures, alterations, or additions to, or installations upon, and otherwise modify or alter the Leased Premises (“Alterations”) with the prior written consent of the Lessor. Unless otherwise agreed in writing, all Alterations shall remain the property of the Government when annexed to the Leased Premises.

## **8. MAINTENANCE OF LEASED PREMISES**

**8.0.** The Government shall keep the Leased Premises in good order and repair during the term of this Lease.

## **9. UTILITIES AND SERVICES**

**9.0.** The Government shall be responsible for all utilities, janitorial services, building maintenance, and grounds maintenance for the Leased Premises.

## **10. USE OF LEASED PREMISES**

**10.0.** Use. Land used for the purpose of operating and maintaining a 4D Lighting Detection System (ALDF) to support the weather forecast functions of the 45<sup>th</sup> Space Wing, subject, however, to all applicable provisions of this Lease. The Government may use the Leased Premises for any use not otherwise prohibited by this Lease.

## **ENVIRONMENT**

### **11. ENVIRONMENTAL PROTECTION**

**11.1.** Compliance with Law. The Government shall comply, at its sole cost and expense, with the Federal, state, and local laws, regulations, and standards that are or may become applicable to its activities on the Leased Premises, including, without limitation, obtaining any environmental permits required for its operations under this Lease. The Government, however, shall not be responsible for any act or omission of the Lessor that contaminates the Leased Premises, and the Lessor agrees to comply with all applicable environmental laws and regulations as a result of any such act or omission, and to the extent permitted by law, the Lessor agrees to hold the Government harmless from, and indemnify and defend the Government against, any action arising from contamination on, and migrating upon, the Leased Premises by the Lessor.

**11.2.** Wetlands. The Government shall protect any wetlands found or identified on the Leased Premises from destruction, loss, or degradation, consistent with the requirements of applicable law.

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## **12. HISTORIC PROPERTY**

**12.0.** The Government will comply with all laws applicable to historical property located on the Leased Premises, if any.

## **CHANGES IN OWNERSHIP OR CONTROL**

## **13. ASSIGNMENTS, SUBLEASES, AND LICENSES**

**13.1.** The Government may not assign this Lease or sublet the Leased Premises for any purpose not provided in this agreement without the prior written consent of the Lessor, which shall not be unreasonably withheld, delayed, or qualified.

**13.1.1.** Any assignment or sublease granted by the Government shall be consistent with all of the terms and Conditions of this Lease and shall terminate immediately upon the expiration or any earlier termination of this Lease. Under any assignment made, with or without consent, the assignee shall be deemed to have assumed all of the obligations of the Government under this Lease.

**13.1.2.** The Government shall deliver to the Lessor, for its prior written consent, a copy of each agreement of sublease or assignment it proposes to execute. Consent or rejection by the Lessor shall be given within ten (10) business days of receipt of the proposed agreement.

**13.1.3.** Any agreement of sublease or assignment must expressly provide that: (a) the sublease or assignment, as the case may be, is subject to all of the terms and Conditions of the Lease; (b) the sublease shall terminate on the expiration or earlier termination of this Lease; (c) the sublessee or assignee, as the case may be, shall assume all of the obligations of the Government; and (d) in case of any conflict between any provisions of this Lease and any provisions of the agreement of sublease or assignment, this Lease will control. A copy of this Lease must be attached to the agreement of sublease or assignment.

**13.2.** The Lessor shall not engage in any financing or other transactions creating any mortgage lien upon the Leased Premises; place or suffer to be placed upon the Leased Premises any other lien or other encumbrances; or suffer any levy or attachment to be made on the Lessee's interest in the Leased Premises. Any mortgage, encumbrance, or lien shall be deemed to be a violation of this condition and constitute a failure to comply with the terms of this Lease on the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced.

**14. EASEMENTS AND RIGHTS OF WAY**

**14.1.** This Lease is subject to all existing easements, rights-of-way, and rights in the nature of an easement or right-of-way (collectively "Outgrants") related to the Leased Premises.

**14.2.** The Lessor has identified all Outgrants in the attached **Exhibit D**.

**14.3.** The holders of such Outgrants shall have reasonable rights of ingress and egress over the Leased Premises in order to carry out the purpose of the Outgrants.

**GENERAL PROVISIONS**

**15. HEADINGS OR TITLES**

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

**16. COUNTERPARTS**

**16.0.** This Lease is executed in two (2) counterparts each of which is deemed an original of equal dignity with the other, and which is deemed one and the same instrument as the other.

**17. ENTIRE AGREEMENT**

**17.0.** It is expressly agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Leased Premises by the Government, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Lease. This instrument may only be modified or amended by mutual agreement of the Parties in one writing signed by each Party.

**18. TIME OF THE ESSENCE**

**18.0.** Time shall be of the essence with this Lease.

**19. TAXES**

**19.0.** The Lessor shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges that, at any time during the term of this Lease, may be imposed upon the Lessor with respect to the Leased Premises.

**20. GENERAL INDEMNIFICATION BY LESSEE**

**20.0.** The Government cannot indemnify the Lessor for any purpose.



**21. INSURANCE**

21.0. The Government is self-insured.

**22. DISPUTES**

22.0. The Parties shall at all times try to resolve disputes in an amicable manner. However, the Parties reserve all rights afforded them under law to resolve any such dispute by any lawful means.

**23. AMENDMENTS**

23.0. This Lease may be amended at any time by mutual agreement of the Parties in one writing and signed by a duly authorized representative of each Party.

**24. REPORT TO CONGRESS**

24.0. This Lease is not reportable under 10 U.S.C. § 2662.

**25. DAMAGE TO GOVERNMENT PROPERTY**

25.0. The Lessor shall not be responsible for damage to government property pursuant to any grants provided under this agreement, except those of gross negligence or willful misconduct on the part of Lessor, Lessor's agents, and Lessor's assigns.

**26. COMPLIANCE WITH APPLICABLE LAWS**

26.0. The Government will comply with all applicable laws in its use and occupancy of the Leased Premises. Nothing in this Lease shall be construed to constitute a waiver of Federal Supremacy or Federal sovereign immunity.

**27. RESTRICTIONS ON USE OF LEASED PREMISES**

27.0. RESERVED

**28. EXHIBITS**

28.0. Five (5) exhibits are attached to and made a part of this Lease, as follows:

- Exhibit A – Description of Leased Premises
- Exhibit B – Map of the Leased Premises
- Exhibit C – Environmental Baseline Survey (EBS) Waiver
- Exhibit D – List of Outgrants
- Exhibit E – Physical Condition Report (PCR) Photos

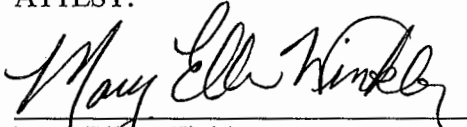
**IN WITNESS WHEREOF**, the Parties have caused this Lease to be executed by their duly authorized representatives on the dates shown below.

ST. JOHNS RIVER WATER MANAGEMENT  
DISTRICT

By:   
ANN B. SHORTELE, Ph.D  
Executive Director

Date: 1/28/2021

ATTEST:

  
Mary Ellen Winkler  
~~Deputy~~ General Counsel, SJRWMD

Approved as to form and legality;  
For use and reliance only by SJRWMD



Karen Ferguson, Asst. General Counsel  
Office of General Counsel

**THIS AGREEMENT** is also executed by the Government under the authority of the Secretary of the Air Force this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

\_\_\_\_\_  
JAMES E. FITZPATRICK, PE., GS-15, DAF  
Acting Director, Installations Directorate

Signed, sealed, and delivered  
In the presence of:

\_\_\_\_\_  
Witness

**EXHIBIT A— DESCRIPTION OF PREMISES**

The Leased Premises consists of an irregular shaped area containing approximately one-half acre of land within an 800 acre parcel identified as parcel 24-35-07-00-00001.0-0000.00 owned by St. Johns River Water Management District, located within Brevard County, Florida. The Leased Premise is located approximately midway along the eastern border of the parcel. More precisely, its right front corner is at N 1482446.3 / E 703066.7, left front corner is at N 1482410.0 / E703071.9, back left corner is at N 1482403.8 / E 703026.7 and finally it's back right corner is at N 1482440.3 / E 703021.6.

**DIRECTION TO PREMISES**

**Direct route to premises – Dirt and gravel roads for approximately 3.6 miles**

From 520 take Satellite Blvd. 3.18 miles North to Cherven Ave.

At Cherven Ave. turn left (West) and proceed for 0.40 miles. Stop.

Site towers will be in view, at approximately 25° and 200 Yards while facing due west.

Entry gate is to the right (Northside). Proceed to the site.

**OR**

**Mostly paved route. Dirt road for approximately 1.6 miles**

From I-95 take exit 202 onto SR 524

Proceed west on SR 524 for approximately 1.2 miles until you reach Adamson Rd.

At Adamson Rd. make a right turn and proceed north for 2.8 miles until you reach Coconut Ave.

At Coconut Ave make a left turn and proceed west for .3 miles until you reach Pine St.

At Pine St. make a right turn and proceed north for .48 miles until you reach Palmetto Ave.

At Palmetto Ave make a left turn and proceed west for .7 miles until the road curves right

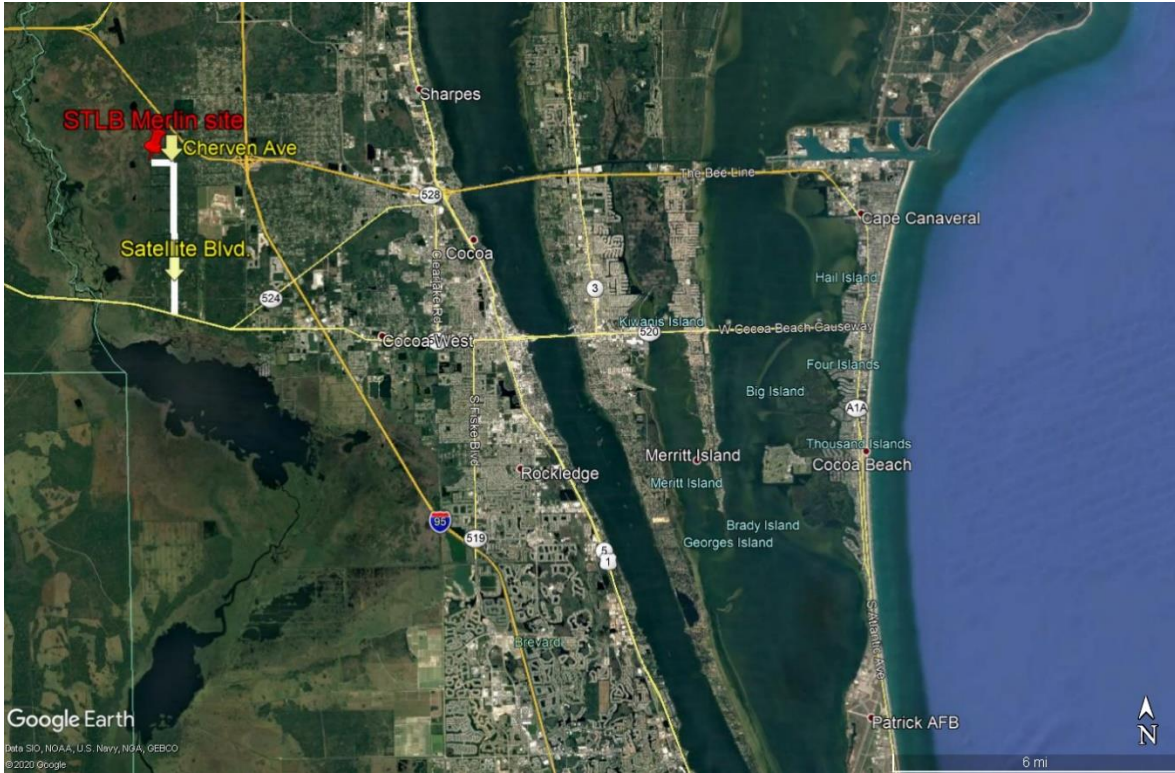
At that point Palmetto will transition into Cherven Ave.

After the transition proceed .85 miles on Cherven Ave. Stop

Site towers will be in view, at approximately 25° and 200 Yards while facing due west.

Entry gate is to the right (Northside). Proceed to the site.

**EXHIBIT B— MAP OF PREMISES**



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**EXHIBIT C— ENVIRONMENTAL BASELINE SURVEY (EBS) WAIVER**

The EBS Waiver dated 11 January 2021 is hereby incorporated by this reference.



**DEPARTMENT OF THE AIR FORCE  
UNITED STATES SPACE FORCE  
45TH SPACE WING**

11-Jan-21

**MEMORANDUM FOR 45 CES/CC**

**FROM: 45 CES/CEI**

**SUBJECT: Statement of Waiver for Environmental Baseline Survey (EBS) in Support of Lease Renewal with St Johns River Water Management District (SJRWMD), for Weather Instrumentation Located in Brevard County, Florida**

1. The 45th Space Wing plans to renew a lease for land located off Satellite Boulevard in Brevard County, Florida. This lease renewal will permit the Air Force to continue to maintain and operate 4D lightning instrumentation used to collect real time weather data needed for preparing launch forecasts.
2. An EBS waiver was granted for the original lease. In consideration of interviews, records search, and an onsite inspection, the EBS waiver concluded that the site was free of hazardous materials and that no release or disposal of hazardous substances or petroleum products or derivatives had occurred on the property.
3. The 45th Civil Engineer Squadron, Installation Management Flight, has performed environmental due diligence (reference the attachment) and notes that the condition of the property will not create health or safety risks. Renewal of the lease will not necessitate additional construction activities, site modifications, changes in land use, or alterations to the physical condition of the property. The continued use of the site will not introduce any new hazardous materials or petroleum products on the property.
4. Air Force Instruction (AFI) 32-7066, *Environmental Baseline Surveys in Real Estate Transactions*, paragraph 1.5.2, provides for a waiver to the EBS requirement if the subject real estate is free of potential sources of contamination, as determined by an initial records review, interviews, site inspection, and when the following criteria are met:
  - a. The condition of the property will not create unacceptable human health and safety risks from usage of the property allowed under the real property transaction documents.
  - b. The allowable use of the property will not introduce any hazardous substances or petroleum products in quantities greater than the minimum levels.
  - c. The allowable use of the property is consistent with environmental compliance requirements (such as those pertaining to wetlands, historic preservation, etc.).
5. The point of contact for this matter is Ms. Taylor Janise. She may be reached at (321) 853-6638, or e-mail [taylor.janise.1@usspacecom.mil](mailto:taylor.janise.1@usspacecom.mil).

GINIEWSKI.PATRI  
CK.SCOTT.122910  
3012

Digitally signed by  
GINIEWSKI.PATRICK.SCOTT.12  
29103012  
Date: 2021.01.11 11:52:18 -0500

**PATRICK S. GINIEWSKI, GS-14**  
**Chief, Installation Management**

**Attachment: 45 CES/CEIE, Environmental Due Diligence Memo, 18 Dec 20**

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1st Ind, 45 CES/CC, 11 Jan 21, Statement of Waiver for Environmental Baseline Survey (EBS) in Support of Lease Renewal with St Johns River Water Management District (SJRWMD), for Weather Instrumentation Located in Brevard County, Florida

45 CES/CC

MEMORANDUM FOR 45 CES/CEI

This EBS waiver has been declared legally sufficient by the 45 SW/JA per requirements outlined in AFI 32-7066. In review of the enclosed documentation, the 45 AMDS/SGPB and 45 SW/SEAT units have concluded that renewing this will not create or exhibit a health or safety risk.

CONNELL JOSHUA  
A.D.1081080867

Digitally signed by  
CONNELL, JOSHUA D. 10810808  
DN  
Date: 2021.01.13 14:19:25 -0500

JOSHUA D. CONNELL, Lt Col, USAF  
Commander





U.S. AIR FORCE

**ENVIRONMENTAL DUE DILIGENCE REPORT IN  
SUPPORT OF REAL PROPERTY AGREEMENT WITH  
ST JOHNS RIVER WATER MANAGEMENT DISTRICT  
FOR THE 4DLS WEATHER INSTRUMENTATION SITE  
SATELITTE BLVD, BREVARD COUNTY, FL**

**10 December 2020**

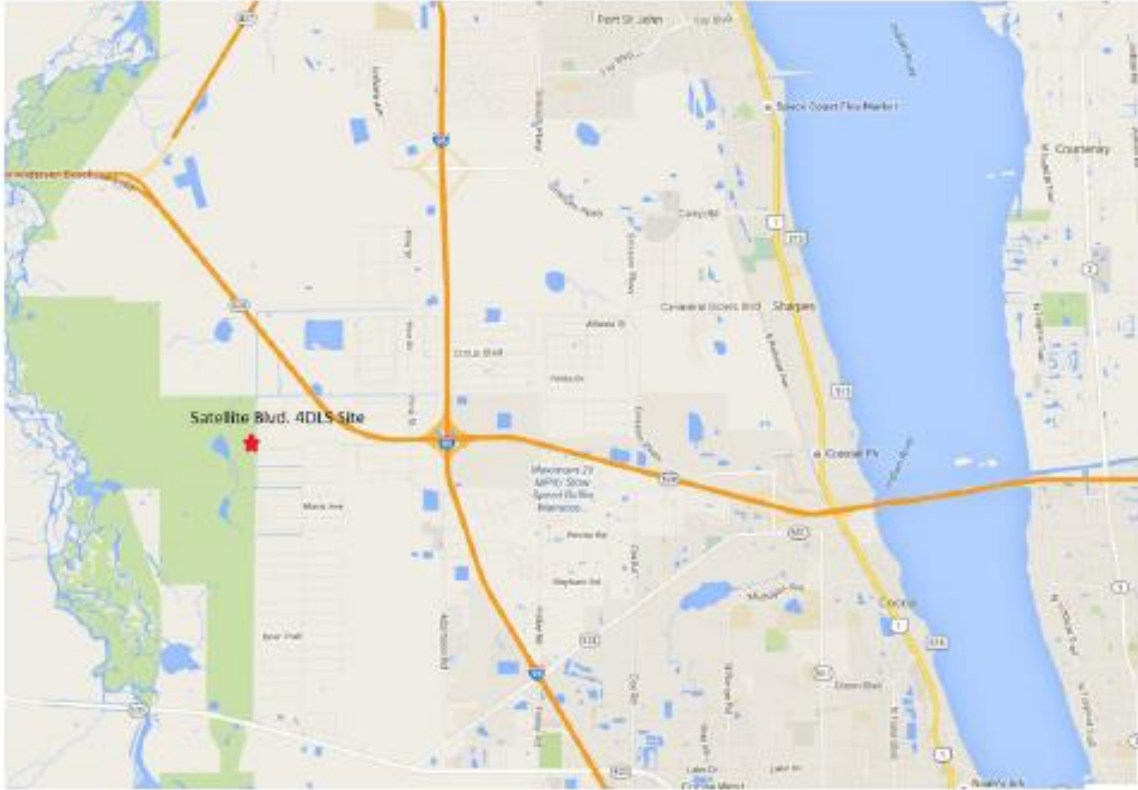
<b>Report Documentation Page</b>			<i>Form Approved</i> OMB No. 0704-0188		
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<b>1. REPORT DATE</b> 24 Sept 19		<b>2. REPORT TYPE</b> Environmental Due Diligence		<b>3. DATES COVERED</b> -	
<b>4. TITLE AND SUBTITLE</b> Environmental Due Diligence Report In Support Of Real Property Agreement With ST Johns River Water Management District for the 4DLS Weather Instrumentation Site Satellite Blvd, Brevard County, FL				<b>5a. CONTRACT NUMBER</b>	
				<b>5b. GRANT NUMBER</b>	
				<b>5c. PROGRAM ELEMENT NUMBER</b>	
<b>6. AUTHOR(S)</b> Wm. Mark Jennings, GS-12 45 CES/CEIE NEPA Program Specialist				<b>5d. PROJECT NUMBER</b>	
				<b>5e. TASK NUMBER</b>	
				<b>5f. WORK UNIT NUMBER</b>	
<b>7. PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES)</b> 45 SW CES/CEIE 1224 Jupiter Street, PAFB, FL , 32925				<b>8. PERFORMING ORGANIZATION REPORT NUMBER</b> CEI20092	
<b>9. SPONSORING/MONITORING AGENCY NAME(S) AND ADDRESS(ES)</b>				<b>10. SPONSOR/MONITOR'S ACRONYM(S)</b>	
				<b>11. SPONSOR/MONITOR'S REPORT NUMBER(S)</b>	
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<b>14. ABSTRACT</b>					
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<b>16. SECURITY CLASSIFICATION OF:</b>			<b>17. LIMITATION OF ABSTRACT</b> UU	<b>18. NUMBER OF PAGES</b> 8	<b>19a. NAME OF RESPONSIBLE PERSON</b>
<b>a. REPORT</b> unclassified	<b>b. ABSTRACT</b> unclassified	<b>c. THIS PAGE</b> unclassified			

Standard Form 298 (Rev. 8-98)  
Prescribed by ANSI Std Z39-18

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Location Map



Site Map



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Photographs from 24 SEP 20 Inspection



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Photographs from 24 SEP 20 Inspection (continued)



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Investigation and Interviews:

Mr. John Langett (45 AFCEC/CZOE Installation Restoration Program), Ms. Lynda Dawe (45 CES/CEIE) and Mr. Donald Gisi (RGNext) were interviewed during December 2020. These interviews did not reveal any environmental issues associated with this site. Mr. Wm. Mark Jennings (45 CES/CEIE), Ms. Taylor Janise (45 CES/CEIE) and Mr. Paul Reith (45 CES/CEIA) performed a site visit in 24 September 2020. The inspection confirmed that there were no processes, activities or materials at the site that could potentially result in contamination.

Certification of the Environmental Due Diligence Report:

The 45 CES/CEIE has conducted this Environmental Due Diligence Report on behalf of the Air Force. Mr. Wm. Mark Jennings has reviewed all appropriate records made available, and conducted visual site inspections of the selected facilities following an analysis of information during the record search. The information contained within the survey report is based on records made available and, to the best of the 45 CES/CEIE knowledge, is correct and current as of 18 December 2020. As such, the proposed Real Property transaction is in compliance with 40 CFR 761.

Certified By:	JENNINGS.WILLIAM	Digitally signed by JENNINGS.WILLIAM.MARK.1204	18 December 2020
	.MARK.1204944039	944039 Date: 2020.12.18 14:49:56 -05'00'	
	<hr/> Wm. Mark Jennings, GS-11 NEPA Program Specialist		<hr/> Date

Approved By:	GINIEWSKI.PATRIC	Digitally signed by GINIEWSKI.PATRICK.SCOTT.122	6 January 2021
	K.SCOTT.122910301	9103012 Date: 2021.01.06 16:39:19 -05'00'	
	<hr/> 2 Patrick S. Geniewski, GS-14 Chief, Installation Management Flight		<hr/> Date

**Exhibit D—List of Outgrants**

None.

**Exhibit E—Physical Condition Report Photos**

**Photos taken on 24 September 2020**



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24 September 2020 PDR

END