

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

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

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

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

## **13. RESTORATION**

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

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

## **CHANGES IN OWNERSHIP OR CONTROL**

### **14. ASSIGNMENT**

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