

DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND
AIR FORCE SURVIVAL TRAINING SITE PERMIT

PERMIT
USAF-AETC-EYYP-16-1-0116

This Permit between **PEND OREILLE COUNTY (OWNER)**, and **UNITED STATES AIR FORCE**, Air Education and Training Command (**PERMITTEE**).

In consideration of the mutual promises and conditions herein, the parties agree as follows:

1. **PURPOSE:** **OWNER** grants **PERMITTEE** non-exclusive permission to enter upon 40 +/- acres of **OWNER'S** land consisting of the NW 1/4 SW 1/4 of Section 10, Township 33 North, Range 43 East, Willamette Meridian, Pend Oreille County, Washington, as shown on Exhibit "A" attached hereto and incorporated herein by reference, for the purpose of conducting Air Force survival training.
2. **TERM:** This Permit shall be effective commencing January 2, 2016 and shall expire January 1, 2021, unless terminated earlier as provided herein.
3. **SPECIAL CONDITIONS:**
 - a) **PERMITTEE** has the right of ingress and egress on other lands of the **OWNER** not described in the attached Exhibit A, provided such ingress and egress is necessary and not otherwise conveniently available to the **PERMITTEE**.
 - b) **PERMITTEE** has the right to make camps and take fish, amphibian, birds, or mammals, by use of hooks on hand lines or improvised poles and to hunt by use of means other than firearms, bow and arrow, steel traps, explosives, chemical poison or drugs.
 - c) **PERMITTEE'S** Security Forces, in the performance of their duties and for security purposes, have the right to carry live ammunition, the right to patrol, and to police the land during the period of this permit. Military survival instructors have the right to carry and use guns and rifles, to fire blank ammunition only for the training of military personnel in guerrilla-type combat, which is now required for national defense purposes.
 - d) **PERMITTEE** shall remove all garbage created as a result of **PERMITTEE'S** operations after each training session.
 - e) **PERMITTEE** understands that the **OWNER** reserves all rights to carry on all operations and activities such as grazing, farming, lumbering, fishing, hunting and other uses incident to ownership of the land.

4. **TERMINATION:**

a) **OWNER** reserves the right to terminate this permit upon 60 days written notice to the **PERMITTEE**, at the following address:

**Commander
92d Civil Engineer Squadron
100 West Ent Street, STE 100
Fairchild AFB, WA 99011**

b) **PERMITTEE** may cancel this permit upon 30 days written notice to **OWNER** at the following addresses:

**PEND OREILLE COUNTY
PO BOX 5025
NEWPORT, WA 99156**

5. **INDEMNIFICATION:** **PERMITTEE** shall self-insure its general liability to the extent permitted by federal law, including the Federal Tort Claims Act (28 U.S.C. Section 2672, et seq.), **PERMITTEE** agrees to indemnify and hold **OWNER** harmless against all loss or liability in any way arising out of injury or death of persons or damage to property, including **PERMITTEE'S** use of the above described land during the term of this permit. Nothing in this agreement shall constitute an obligation of funds of the United States in advance of an appropriation thereof.

IN WITNESS WHEREOF, the parties have executed this permit:

PERMITTEE:

UNITED STATES AIR FORCE

Executed this ___ day of _____, 20 ___

 2016.03.24
18:03:25 -07'00'

CHARLES B. McDANIEL,
Colonel, USAF
Commander, 92d Air Refueling Wing

OWNER:

Executed this 19th day of April, 20 16.


PEND OREILLE COUNTY (Owner)

**Board of County Commissioners
Pend Oreille County
PO Box 5025
Newport WA 99156-5025**

**TRACT 232P
(40.00 ± ac.)**

LEGAL DESCRIPTION

The northwest quarter of the southwest quarter (NW 1/4 SW1/4) of Section 10, Township 33 North, Range 43 East, Willamette Meridian, Pend Oreille County, Washington.

Contains 40.00 acres, more or less.

EXHIBIT "A"