

**MEMORANDUM OF UNDERSTANDING BETWEEN
TINKER AIR FORCE BASE
AND
AMC WEST HOUSING LP**

This is a Memorandum of Understanding (MOU) between the 72d Air Base Wing Commander (72 ABW/CC), Tinker Air Force Base (TAFB), and AMC West Housing LP (PROJECT OWNER). When referred to collectively, the 72 ABW and PROJECT OWNER are referred to as the "Parties" and each individually as a "Party".

1. PURPOSE: The purpose of this agreement is to establish responsibilities of the 72 ABW and BBC as it pertains to the management of specific parcels (shown on the maps in Attachment A and described in table below) with-in the leased Military Family Privatized Housing footprint on TAFB:

PARCEL	DESCRIPTION	ACRES
A	West side of developed 4000 Neighborhood	3.5
B	East side of developed 4000 Neighborhood	.42
C	East side of developed 4000 Neighborhood	1.86

2. AUTHORITIES: Ground Lease between Department of the Air Force and AMC West Housing LP dated 21 July 2008 ("Ground Lease").

3. GENERAL: This MOU provides guidance and documents agreement on aspects for the management of the parcels. Actions and agreements herein apply only to the participating parties and are not intended to supersede existing regulations or agreements.

4. PROJECT OWNER AGREES TO THE FOLLOWING:

- a. PROJECT OWNER agrees to leave the areas shown on attachment A in a natural state: All landscaping actions will cease as of the date this MOU is signed.
- b. PROJECT OWNER agrees that no motorized or pedestrian activity will be conducted by PROJECT OWNER personnel or any of its vendors within the described parcels.
- c. PROJECT OWNER agrees to periodically remove trash (housing generated) out of the described parcels.
- d. PROJECT OWNER agrees to inform residents of the no dumping policy in described parcels.

5. MISSION SUPPORT: PROJECT OWNER will favorably respond, whenever reasonably possible, to Installation Commander requests to support dissemination of information to residents such as natural area establishment, pesticide applications and prescribed burning.

6. ADMINISTRATION:

- a. PROJECT OWNER will provide 72 ABW/CC 30-day notice of proposed changes to the portion of the MOU that relates to the management of the parcels.

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b. 72 ABW/CC will provide PROJECT OWNER, 30-day notice of proposed changes to the portion of the MOU that relates to the management of the parcels.

c. Termination: Either PROJECT OWNER or 72 ABW/CC may terminate this MOU and the establishment of the natural areas. Written notice will be given to the other party 120 days prior to the termination. All fencing or signs placed during the life of this MOU will be removed by 72/ABW prior to the termination date. This MOU will terminate automatically upon termination of the Ground Lease.

d. Upon termination, PROJECT OWNER will treat the parcels as described in the Ground Lease.

7. 72 ABW/CC, TAFB AGREES TO THE FOLLOWING:

a. Parcel Management: 72 ABW/CC, TAFB, will appoint a Natural Resources representative to oversee the establishment and care taking of the described parcels. Additionally upon notification of termination, 72 ABW/CC (at its own expense) will provide initial landscape cut prior to parcel (s) returning to landscaped state.

b. Financial Management: 72 ABW/CC TAFB will bear expense of pest/wildlife management along with required establishment to include, but not limited to weed abatement, planting, posting signs, maintaining, installing, placing and removing fencing in and around the described parcels.

c. Operational Support: 72 SFS will provide normal security patrol service and 72d Civil Engineering Directorate (72 ABW/CE) will provide fire protection regarding the described parcels.

8. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

a. For the 72 ABW/CC: Michele Speziale, Phone#: 405-582-1977, michele.speziale@us.af.mil

b. For PROJECT OWNER: Rick Herman, Phone#: 267-665-1821, rherman@bbcgrp.com

9. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support and travel. Each Party is responsible for supervision and management of its personnel.

10. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

11. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date.

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12. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

13. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the parties regarding the MOU's subject matter.

14. EFFECTIVE DATE: This MOU is effective beginning on the day after the last Party signs.

APPROVED:

KENYON K. BELL, Colonel, USAF
Commander, 72d Air Base Wing
Tinker Air Force Base

AMC West Housing LP
By: BBC Military Housing – AMC General
Partner LLC
By: Balfour Beatty Military Housing
Investments LLC

Name:
Title:

 24 MAY 18
(SIGNATURE/DATE)


(SIGNATURE/DATE)

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