

RESOLUTION NO. 13-170

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "LICENSE FOR NONFEDERAL USE OF REAL PROPERTY" (LICENSE NUMBER N69450-13-RP-00085) BETWEEN THE UNITED STATES OF AMERICA BY THE SECRETARY OF THE NAVY, AND THE CITY OF KEY WEST, FOR APPROXIMATELY 800 FEET OF THE OUTER PORTION OF THE MOLE PIER AT TRUMAN ANNEX; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

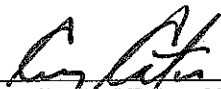
Section 1: That the attached "License for Nonfederal Use of Real Property," (License Number N69450-13-RP-00085), is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

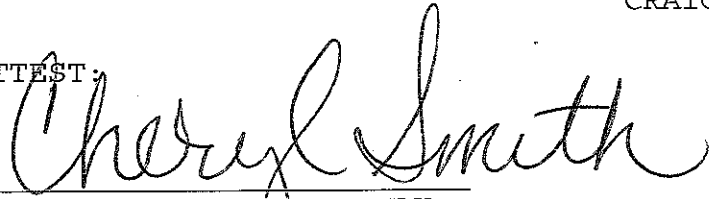
Passed and adopted by the City Commission at a meeting held this 18 day of June, 2013.

Authenticated by the presiding officer and Clerk of the Commission on June 19, 2013.

Filed with the Clerk June 19, 2013.


CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

LICENSE FOR NONFEDERAL USE OF REAL PROPERTY

NAVFAC 11011/29 (2-11) (Supersedes NAVDOCKS 2260)

THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE SPECIFIED UNDER THE TERMS AND CONDITIONS SET FORTH BELOW AND THE ATTACHED GENERAL PROVISIONS. BY ITS EXECUTION, THE LICENSEE AGREES TO COMPLY WITH ALL THOSE TERMS, CONDITIONS, AND GENERAL PROVISIONS.

LICENSE NUMBER

N69450-13-RP-00085

1. PROPERTY LOCATION
Naval Air Station Key West

2. DATES COVERED (Inclusive)
From 1 Jul 2013 To 31 Dec 2013

3. DESCRIPTION OF PREMISES (Include room & building numbers where appropriate)
Approximately 800 feet of the outer portion of the Mole Pier at Truman Annex (See Attachment B) ("Licensed Premises")

4. PURPOSE OF LICENSE
Temporary use of the Mole Pier as an alternate dock to berth cruise ships (See Special Provision #2)

5. LICENSOR
THE UNITED STATES OF
AMERICA
By the SECRETARY OF THE
NAVY

5a. NAVY/USMC LOCAL REPRESENTATIVE (Name, Address, Email)
LCDR Patrick D. Meagher, PWO
PWD Key West
P.O. Box 9007 Bldg A-629
Lexington and Langley
Key West, Florida 33040-9002

6. LICENSEE (Name Address, Email)
City of Key West
3132 Flagler Ave.
Key West, Florida 33040

6a. LICENSEE LOCAL REPRESENTATIVE (Name, Address, Email)
Same as Block #6
Mr. Bob Vitas, City Manager
305-809-3888
bvitas@keywestcity.com

7. CASH PAYMENT BY LICENSEE (Payable in advance)
(If no cash payment is required, enter "NONE" under item 7a "Amount")

a. AMOUNT
(EACH PAYMENT)
See Special Provision
Paragraph 1

b. FREQUENCY
PAYMENTS DUE
See Special Provision
Paragraph 1

c. FIRST DUE DATE
See Special Provision Paragraph 1

d. TO (Title & address of local representative of the Government)
See Special Provision Paragraph 1

8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in Advance)
(If no cash payment is required, enter "None" under item 8a "Amount")

a. AMOUNT (EACH PAYMENT)
See General Provision Paragraph (e) and
Special Provision Paragraph 7

b. FREQUENCY
PAYMENTS DUE
See General Provisions paragraph (e) and
Special Provision Paragraph 7

c. FIRST DUE DATE
SEE General Provisions paragraph (e) and
Special Provision Paragraph 7

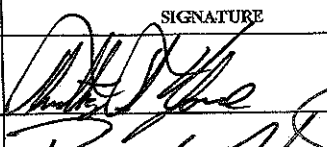
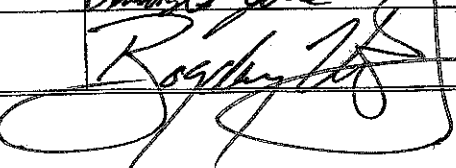
d. TO (Mailing Address)
SEE General Provisions paragraph (e) and
Special Provision Paragraph 7

9. INSURANCE REQUIRED FROM LICENSEE
(If any or all insurance requirements have been waived, enter "None" as appropriate)

TYPE	AMOUNT	TYPE	AMOUNT
a. Commercial General Liability (Occurrence Policy Only) SEE GENERAL PROVISION PARAGRAPH (10) AND SPECIAL PROVISION PARAGRAPH 13 Bodily Injury Fire/Legal Liability Business Auto Deductible	Per Occurrence	b. Worker's Compensation	Per State Law

10. GENERAL PROVISIONS: THE ATTACHED PROVISIONS CONTAINED HEREIN SHALL ALSO APPLY UNLESS OTHERWISE NOTED.

II. EXECUTION OF LICENSE

FOR	BY		DATE
	NAME AND TITLE, EMAIL (Typed)	SIGNATURE	
FOR THE SECRETARY OF THE NAVY	Timothy T. Yonce Real Estate Contracting Officer		27 Jun 2013
LICENSEE (I represented that I am authorized to bind Licensee)	Bob Vitas City Manager, Key West, FL		27/6/13

10. GENERAL PROVISIONS
LIC- N69450-13-RP-00085

a. The Licensor grants to the Licensee the right to use the premises or facilities described in item 3 ("Premises"), together with the necessary rights of ingress and egress authorized by the Installation Commander. Any parking that accompanies the use of, and any routes of access to and from, the Premises are subject to change at the sole discretion of the Installation Commander.

b. This License shall be effective for the period stated in item; and is revocable at any time without notice at the option and discretion of the Licensor or its authorized representative. At the discretion of the Licensor, Licensee may request to extend the term of this license for two (2) additional periods of thirty (30) days each by delivering to the Real Estate Contracting Officer ("RECO") a written notice of intent to exercise the option no later than ten (10) days prior to the expiration of the current term, provided, however, that no extension shall be granted which creates a total term in excess of one hundred fifty (150) days.

c. The use of the Premises shall be limited to the purposes specified in Special Provision #4, and no other.

d. This License is neither assignable nor transferable by the Licensee, and grants no interest in the real property of the Licensor.

e. If utilities and services are furnished to the Premises, as specified in Special Provision #7, the Licensee agrees to reimburse the Licensor for the cost as determined by the Licensor in accordance with applicable statutes and regulations.

f. No additions to, or alterations of, the Premises shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the Premises to the same or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

g. The Licensee, to the extent allowed by law, releases the Licensor and its employees from death or injury to persons caused by water, ice, snow, sleet, frost, steam, hail, wind, cold, dampness, electricity, rust, falling plaster or other materials, fire, explosion, sewer or sewage, gas, vapors, odors, aircraft noise, toxic or hazardous wastes, substances, or materials, the bursting or leaking of pipes or plumbing, or faulty wiring, or by any equipment or fixtures, or any act of God, or objects of any nature moved or propelled by water, ice, snow, sleet, steam, hail, or wind, at the Premises, unless caused by the willful act or gross negligence of the Licensor.

h. The Licensee, to the extent allowed by law, agrees to release and hold the Licensor and its employees harmless from, and to indemnify and defend them against, loss or damage to property caused by or arising from its use of the Premises.

i. In the event that any item or part of the Premises shall require repair, rebuilding or replacement (collectively, "repair") resulting from loss or damage, the risk of which is assumed under this License, the Licensee shall promptly give notice to the Licensor and, to the extent of its liability as provided in this paragraph, shall either compensate the Licensor for any loss or damage within thirty (30) days of receipt of a statement, or repair the lost or damaged item or items of the Premises, as the Licensor may elect. If the cost of repair exceeds the liability of the Licensee for any loss or damage, the Licensee shall effect the repair if required so to do by the Licensor, and the excess of cost shall be reimbursed to the Licensee by the Licensor within thirty (30) days of receipt of a statement. In the event the Licensee shall have effected any repair that the Licensee is required to effect, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by

the Licensee and made available to the Licensor on account of loss of or damage to any item or part of the Premises that may be necessary to enable the Licensee to effect the repair. In the event the Licensee shall not have been required to effect the repair, and the insurance proceeds allocable to the loss or damage that has created the need for the repair have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of the proceeds.

j. The Licensee shall indemnify and save harmless the Licensor, its officers, agents, servants and employees from, and defend it and them against, all liability under the Federal Tort Claims Act (28 U.S.C. §§ 2671 and 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from its use of the Premises.

k. The Licensee shall procure and keep continuously in effect during the term of this License the insurance specified in Item 9 on terms and conditions satisfactory to the Licensor, and naming the Licensor as additional insured. Proceeds of policies shall be made payable to "Treasurer of the United States". Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement waiving the insurer's right of subrogation against the United States of America. No cancellation, reduction in amount, or material change in coverage shall be effective until at least sixty (60) days after receipt by the Licensor of written notice. Notwithstanding the foregoing, any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon thirty (30) days' written notice to the Licensor. Each insurer shall have a rating of at least B+ for financial strength in the latest edition of *A.M. Best's Rating Guide* (http://www3.ambest.com/ratings/advanced.asp?template=&tbl=0&ext_user=&ext_misc=&altsic=9&portal=) and must be authorized by the state where the Premises are located to underwrite the kind of insurance required. The Licensee will not be allowed entry on the Premises until it first delivers a certificate or certificates of required insurance to the Licensor.

l. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise from it; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

m. The Licensee warrants that it has not employed any person to solicit or obtain this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Licensor the right to annul this License or in its discretion to recover from the Licensee the amount of that commission, percentage, brokerage or contingent fee in addition to the consideration for this license. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales obtained or made through *bona fide* established commercial or selling agencies maintained by the Licensee for the purpose of acquiring business.

n. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. Non-discrimination shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further

agrees to insert the foregoing provision in all subcontracts for work under this License, except subcontracts for standard commercial supplies or raw materials.

o. All activities authorized under this License shall be subject to rules and regulations regarding supervision or otherwise, that may, from time to time, be prescribed by the local representative of the Licensor.

p. In the event of damage, including damage by contamination, to any Government property by the Licensee, its officers, agents, servants, employees, or invitees, the Licensee, at the election of the Licensor, shall promptly repair, replace, or make monetary compensation for the repair or replacement of that property to the satisfaction of the Licensor. That obligation includes any damage discovered from the physical condition and environmental condition inspections required at condition r, notwithstanding the expiration or earlier termination or revocation of this License. Prior to the execution of this License, the Licensee shall submit to the Licensor evidence of compliance with all local, state, and Federal environmental laws and regulations. Storage, treatment, or disposal of toxic or hazardous materials on the Premises is prohibited except as authorized by the Licensor in accordance with 10 U.S.C. § 2692. In the event the Licensor approves the storage, treatment, or disposal of toxic or hazardous materials, the Licensee shall obtain insurance or post a bond in an amount sufficient to cover possible cleanup costs. The amount and required provisions shall be determined by the Commander/Commanding Officer.

q Prior to the term beginning, the following reports will be prepared by the Licensor:

A Joint Inspection and Inventory Report (JIIR) signed by representatives of the Licensor and the Licensee. The JIIR sets forth the agreed physical appearance and condition of the Premises on the term beginning date as determined from a joint inspection. A videotape of the Premise may be made at the time of inspection for use in the preparation of the JIIR. The videotape shall be preserved by the Licensor for the term of this License and for a period of one (1) year thereafter. SEE SPECIAL PROVISIONS 2.4.

An Environmental Condition of Property (ECP) setting forth those environmental conditions and matters on and affecting the Premises on the term beginning date, as determined from the records and analyses reflected in it.

The Licensor will begin to prepare the following reports within fifteen (15) business days after the Licensee vacates the Premises:

An update of the JIIR that will set forth the physical appearance and condition of the Premises on the ending date of this License as determined from a joint inspection.

An update of the ECP that will set forth those environmental conditions on and affecting the Premises on the ending date of this License as determined from the records and analyses reflected in the ECP.

SPECIAL PROVISIONS

1. CONSIDERATION.

1.1. Cash. Licensee will pay rent in the amount of forty percent (40%) of the gross dockage fee per ship, per port call, payable in arrears, no later than the fifth (5th) day of each month by valid check or money order and made payable to "United States Treasury" citing this License Agreement Number. Licensee assumes the risk of using the U.S. Postal Service or other delivery service. The check must be delivered to the following address: Commander, Naval Facilities Engineering Command Southeast, Attn: Real Estate Contracting Officer, Box 30A, Bldg 903, Room 260, Jacksonville, Florida 32212-0030 (License Contract No: N69450-13-RP-00085). Rent payments not received on or before the eighth (8th) day of each month are late. Time is of the essence.

1.2. Monthly Deliverables. In addition to the rent payment, no later than the fifth (5th) day of each month Licensee will submit to the Government the following deliverables regarding ship berthing activity occurring that month and during the previous month:

- a. A cover letter accounting for the forty percent (40%) of gross receipts per ship, per port call, received during the previous month;
- b. A ship berthing schedule for the previous month and the current month, and;
- c. A United States Custom Service General Declaration Form 1301 for each ship berthed at the Mole Pier for the previous month.

An example of the form of the monthly deliverables is included in **ATTACHMENT A**.

2. USE OF PREMISES.

2.1. The sole purpose for which the Licensed Premises, as depicted on **ATTACHMENT B**, may be used, in the absence of prior written approval by the Government for any other use, is for docking of cruise ships. This License may be terminated by Government as provided by the terms of this License, and Licensee agrees to and acknowledges such terms.

2.2. Licensee will not undertake any activity that may affect a historic or archeological property, including excavation, construction, alteration or repairs of the Licensed Premises, without the approval of the contracting officer and compliance with Sec. 106 of the National Historic Preservation Act, 16 U.S.C. 470(f). Buried cultural materials may be present on the Licensed Premises. If such materials are encountered, Licensee will stop work immediately and notify the Real Estate Contracting Officer ("RECO")

2.3. Licensee will ensure that its use of the Licensed Premises under this License will not interfere with Government operations at or around the Licensed Premises. Government use of the Licensed Premises will take priority over Licensee's use of the Licensed Premises. The Commanding Officer, NAS Key West shall provide notice to the City concerning pending interference as soon as possible to minimize displacement of cruise ships from the Licensed Premises. Licensee will not have claim against the Government on account of any interference with Licensee's use of the Licensed Premises.

2.4. Licensee will ensure that all shuttle passengers are notified that littering on Navy property is not allowed; at the end of each day of cruise ship use of the Mole Pier, Licensee will pick up litter on the shuttle route and Mole Pier and dispose of off Navy property.

3. JOINT INSPECTION AND INVENTORY REPORT (NON-ENVIRONMENTAL).

3.1. Prior to use and occupancy of the Licensed Premises by Licensee, a Joint Inspection and Inventory Report (JIIR) will be conducted by representatives of Government and Licensee and a complete inventory of Government real and personal property shall be made. The JIIR shall describe the condition of the Licensed Premises and will note any deficiencies found to exist. Prior to execution, the report shall be attached to and made a part of the License as ATTACHMENT C.

3.2. Each building or facility contained in the JIIR shall be identified by building number or facility number and signed and dated by Government and Licensee. All personal property in a building, unless specifically exempted by the terms and conditions of this License, will remain with the building.

3.3. The Licensed Premises shall be delivered to Licensee on an "As Is, Where Is" basis, and, as such, Government makes no warranty to its usability generally or its fitness for any particular purpose. Any safety or health hazards identified and listed in the JIIR shall be corrected at Licensee's expense prior to use and occupancy of the related portion of the Licensed Premises. The safety or health hazards to be corrected by Licensee will be limited to those identified in the JIIR.

3.4. In the event this License is terminated and the Parties have not agreed to enter into a new License, or conveyance of title to the Licensed Premises, or a License In Furtherance of Conveyance, Licensee will return the Licensed Premises to Government in the same or better condition in which it was received, reasonable wear and tear, damage by insurable events, and Acts of God excepted. Licensee may, at its expense and with prior written approval of Government, (a) replace any personal property with personal property of like kind and utility, (b) replace any personal property in a good and workmanlike manner, and (c) dispose of any worn out, obsolete, or non-functioning personal property, in accordance with applicable laws and regulations. Government shall not unreasonably withhold or delay granting its approval to Licensee's request for those actions.

4. ENVIRONMENTAL CONDITION OF PROPERTY. An Environmental Condition of Property ("ECP") is attached to and made a part of this License as ATTACHMENT D. The ECP sets forth the existing environmental conditions of the Licensed Premises as represented by a survey conducted by Government and sets forth the basis for the Government's determination that the Licensed Premises is suitable. Licensee understands that whenever this License ends, Government may conduct an inspection of the Licensed Premises to determine if any material deviation from the initial environmental condition has occurred, and if a material deviation has occurred, Licensee will remain liable for resulting loss or damage, notwithstanding the ending of this License. Licensee is made aware of the notifications contained in the ECP and shall comply with all restrictions in it as well as the following:

AS APPLICABLE:

4.1. UXO. Unexploded Ordnance and other Munitions and Explosives of Concern ("UXO") may be present at this site. Unless otherwise explicitly stated in this paragraph, Licensee will not conduct or permit any) to conduct any subsurface excavation, digging, drilling or other disturbance of the surface at any time without the prior written approval of the Government. Any excavation, digging, drilling, or other disturbance of the surface shall be done in compliance with all applicable Federal, state, and local laws and regulations and with Department of Defense and Department of the

Navy safety policies, including those pertaining to explosives safety. Licensee acknowledges that land underlying and adjacent to the Licensed Premises may contain UXO. If, after receipt of written approval by Government, Licensee undertakes any subsurface excavation, digging, drilling, or other disturbance of the surface, it shall immediately halt work and notify Government of any buried debris, or foreign, potentially hazardous material encountered during this work

4.2. Lead-Based Paint. Government is not responsible for any removal or containment of lead-based paint ("LBP"), identified in the ECP. If Licensee intends to make any improvements or repairs that require LBP removal, an appropriate LBP disposal plan ensuring compliance with all applicable Federal, state, and local laws and regulations must be incorporated into the plans and specifications and submitted to Government. The LBP disposal plan will identify the proposed disposal site, or in the event that the site has not been identified, will stipulate for disposal at a licensed facility authorized to receive it.

5. **IMPROVEMENTS AND RESTORATION.** Licensee, will not construct or make any substantial construction, alterations, additions, modifications, excavations, betterments, or improvements to, installations upon, or otherwise modify or alter the Licensed Premises in any way (collectively, the "Improvements"), including those that may adversely affect human health or the environment, without the prior written consent of Government. That consent shall not be unreasonably withheld or delayed. Further, that consent may involve a requirement to furnish Government with a payment and performance bond satisfactory to it in all respects and other requirements deemed necessary to protect the interests of Government. For any Improvements in the proximity of any known Navy Environmental Restoration Program ("ERP") site, that consent may also include a requirement for the written approval of Government's Remedial Project Manager in addition to approval by the RECO. The Improvements will be done in a workmanlike manner and be subject to the requirements of all state and local building codes, as applicable. Licensee will give Government prior written notification and a full plan and description of the proposed Improvements, including any other information on the proposed work requested by Government. Except as otherwise stated in this License or in Government's written approval, upon expiration or earlier termination of this License, Government shall have the option to cause title to all Improvements to be vested in the United States, or to require Licensee to remove the Improvements and restore the Licensed Premises to the condition that existed when the term of this License began, or to a condition that is acceptable to Government. If requested by Government, Licensee agrees to deliver a quitclaim deed to evidence or perfect the transfer of title to the Improvements to the United States for nominal consideration.

6. **ACCESS BY GOVERNMENT.** In addition to access required under Paragraph 10, at all reasonable times throughout the term of this License, Government shall be allowed access to the Licensed Premises for any purpose Licensee will have no claim on account of any entries against Government or any Government officer, agent, employee or contractor, provided, however, that nothing in this License will be deemed to prejudice the rights of Licensee under any contract, other agreement or law including, but not limited to the Federal Tort Claims Act. All keys to the buildings and Licensed Premises occupied by Licensee will be made available to Government upon request.

7. **UTILITIES AND SERVICES.** Licensee will be responsible for obtaining utilities and services for the Licensed Premises. In the event that Licensee will request and Government shall furnish Licensee with any utilities and services maintained by Government, Licensee will pay Government the agreed charges as additional rent under this License. Those charges and the method of payment will be determined by Government or the appropriate supplier of the service, in accordance

with applicable laws and regulations, on the basis that Government or the appropriate supplier may establish, and may include a requirement for the installation of adequate connecting and metering equipment at the sole cost and expense of Licensee. It is expressly agreed and understood that Government in no way warrants the continued maintenance or adequacy of any utilities or services furnished by it to the Licensed Premises. Licensee will have the right, subject to Paragraph 5 to install utilities, or make improvements to existing utilities on the Licensed Premises, including but without limitation, the installation of emergency power generators, that may be necessary for the operation of Licensee's equipment.

8. NON INTERFERENCE WITH GOVERNMENT OPERATIONS. Licensee will not conduct operations or activities, or make any alterations, that would interfere with or otherwise restrict Government operations, environmental clean-up, or restoration actions by Government, U. S. Environmental Protection Agency ("EPA"), state environmental regulators, or their contractors. Cleanup, restoration, or testing activities for environmental purposes by those entities shall take priority over Licensee's use of the Licensed Premises in the event of any conflict. However, Government will take reasonable steps to prevent interference with Licensee's use of the Licensed Premises.

9. PROTECTION AND MAINTENANCE OF LICENSED PREMISES.

9.1. Maintenance of Licensed Premises. Licensee will, at its own expense, protect, preserve, maintain, and repair the Licensed Premises in at least as good condition as when Licensee received it as reflected in the JHR, normal wear and tear, damage by insurable events, and Acts of God excepted. Licensee's responsibilities will include, but not be limited to, removal of trash, litter, broken glass, and other hazards or obstructions from the Licensed Premises that are generated by Licensee, its agents, contractors, or employees. Licensee will ensure that the Licensed Premises is maintained free of any noxious or nuisance-causing condition. Licensee is responsible for the maintenance and repair of all buildings or structures built or placed on the Licensed Premises by Licensee.

9.2. Exterior Utility Systems. Licensee is responsible for the repair and maintenance of all exterior utility distribution lines, connections, and equipment that solely support Licensee's facilities. This responsibility extends from the facilities Licensed to the point of connection with the utility system that serves users other than Licensee. These systems include but are not limited to heating plants, steam lines, traps, high voltage transformers, substations, power distribution lines (overhead and underground), poles, towers, gas mains, water and sewage mains, water tanks, fire protection systems, hydrants, lift stations, manholes, isolation valves, meters, storm water systems, catch basins, and similar items.

9.3. Refuse Removal. Debris, trash, and other undesirable materials will be promptly removed from the Licensed Premises, and the Licensed Premises will be kept reasonably clean and free of undesirable materials at all times. At completion of the License term, Licensee will remove all containers, equipment not belonging to Government, and other undesirable materials, and leave the License Premises in an acceptably clean condition.

9.4. Security Protection. Licensee will keep the Licensed Premises secure and safe. Any crimes or other offenses, including traffic offenses and crimes and offenses involving damage to or theft of Government property, shall be reported to the appropriate state or local municipal authorities for investigation and disposition and to Government as property owner.

9.5. Qualifications of Maintenance Personnel. Licensee will ensure that only trained, experienced, and qualified persons perform the maintenance and protections services specified in this paragraph.

10. ENVIRONMENTAL PROTECTION PROVISIONS.

10.1. Compliance with Law. Licensee will comply, at its sole cost and expense, with the Federal, state, and local laws, regulations, and standards that are or may become applicable to Licensee's activities on the Licensed Premises.

10.2. Permits. Licensee will be solely responsible for obtaining at its cost and expense any environmental permits required for its operations under this License, independent of any existing permits.

10.3. Indemnification. LICENSEE WILL, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, INDEMNIFY AND HOLD HARMLESS GOVERNMENT FROM, AND DEFEND GOVERNMENT AGAINST, ANY DAMAGES, COSTS, EXPENSES, LIABILITIES, FINES, OR PENALTIES RESULTING FROM RELICENSES, DISCHARGES, EMISSIONS, SPILLS, STORAGE, TREATMENT, DISPOSAL, OR ANY OTHER ACTS OR OMISSIONS BY LICENSEE, ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS, OR LICENSEES, OR THE INVITEES OF ANY OF THEM, GIVING RISE TO GOVERNMENT LIABILITY, CIVIL OR CRIMINAL, OR RESPONSIBILITY UNDER FEDERAL, STATE, OR LOCAL ENVIRONMENTAL LAWS. This paragraph shall survive the termination of this License, and Licensee's obligations under this paragraph will apply whenever Government incurs costs or liabilities for Licensee's actions of the types described in this paragraph

10.4. Inspection. Government's rights under this License specifically include the right for Government officials to inspect upon reasonable notice the Licensed Premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not Government is responsible for enforcing them. Those inspections may be made without prejudice to the right of duly constituted enforcement officials to make them. Government normally will give Licensee twenty-four (24) hours prior notice of its intention to enter the Licensed Premises unless it determines the entry is required for safety, environmental, operations, or security purposes. Licensee will have no claim on account of any entries against The United States or any related officer, agent, employee, or contractor.

10.5. Asbestos. Government is not responsible for any abatement, removal, or containment of asbestos. If Licensee intends to make any Improvements that require the abatement, removal, or containment of asbestos, an appropriate asbestos management plan must be incorporated in the alterations plan to be submitted to the Commander/Commanding Officer. The asbestos management plan will identify the proposed disposal site for the asbestos.

10.6. Abatement of Asbestos. Government shall be responsible for the removal or containment of asbestos or asbestos-containing material (collectively, "ACM") existing in the Licensed Premises on the term beginning date as identified in the ECP attached to this License when that ACM is damaged or deteriorated to the extent that, through normal use, it is a source of airborne fibers in quantities that

pose a threat to human health ("damaged or deteriorated ACM"). Government agrees to abate all that existing damaged or deteriorated ACM as stated in this paragraph. Government may choose the most economical means of abating damaged or deteriorated ACM, which may include removal or containment, or a combination of removal and containment. The foregoing Government obligation does not apply to ACM that is not damaged or deteriorated at the time Licensee takes possession of the Licensed Premises and that may become damaged or deteriorated by Licensee's activities. If ACM during the period of this License becomes damaged or deteriorated through the passage of time, or as a consequence of Licensee's activities under this License, including but not limited to any emergency, shall be abated by Licensee at its sole cost and expense. Notwithstanding Paragraph 12, in an emergency, Licensee will notify Government as soon as practicable of its emergency ACM responses. Licensee will be responsible for monitoring the condition of existing ACM on the Licensed Premises for deterioration or damage and accomplishing repairs pursuant to this License.

10.7. Environmental Liability of Licensee. Notwithstanding any other provision of this License, Licensee does not assume any liability or responsibility for environmental impacts and damage caused by Government's use of toxic or hazardous wastes, substances, or materials on any portion of the installation, including the Licensed Premises. Licensee has no obligation under this License to undertake the defense of any claim or action, whether in existence now or brought in the future, solely arising out of the use or release of any toxic or hazardous wastes, substances, or materials on or from any part of the installation, including the Licensed Premises, which occurred prior to the first day of Licensee's occupation or use of each portion of, or any building, facility, or other improvement on, the License Premises under any instrument entered into between the Parties, or the term beginning date, whichever is earlier. Further, Licensee has no obligation under this License to undertake environmental response, remediation, or cleanup relating to that use or release.

10.7.1. For the purposes of this paragraph, "defense" or "environmental response, remediation, or cleanup" includes liability and responsibility for the costs of damage, penalties, legal, and investigative services relating to such use or release. "Occupation or use" shall mean any activity or presence (including preparation and construction) in or upon such portion of, or such building, facility, or other improvement on, the Licensed Premises.

10.7.2. This paragraph does not relieve Licensee of any obligation or liability it might have or acquire with regard to third parties or regulatory authorities by operation of law.

10.7.3. This paragraph shall survive the expiration or termination of this License.

10.8. No Liability for Interference. Licensee expressly acknowledges that it fully understands that some or all of the response actions to be undertaken with regard to the Federal Facilities Agreement ("FFA"), if applicable, or the ERP, may impact Licensee's quiet use and enjoyment of the Licensed Premises. Licensee agrees that notwithstanding any other provision of this License, Government assumes no liability to Licensee should implementation of the FFA, if applicable, or the ERP, or other hazardous waste cleanup requirements, whether imposed by law, regulatory agencies, or the Navy or the Department of Defense, interfere with Licensee's use of the Licensed Premises. Licensee will have no claim against The United States or any of its officers, agents, employees, or contractors on account of any interference, whether due to entry, performance of remedial or removal

actions, or exercise of any right with regard to the FFA, if applicable, or the ERP, or under this License or otherwise.

10.9. Response or Remedial Actions. Licensee agrees to comply with the provisions of any health or safety plan in effect under the ERP or any hazardous substance remediation or response agreement with environmental regulatory authorities during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by Licensee. Licensee or assignees, and any licensees, or invitees of it or them, shall have no claim on account of entries against the Government or any of its officers, agents, employees, contractors, or subcontractors.

10.10. Storage of Hazardous Wastes. Licensee will comply with all applicable Federal, state, and local laws, regulations, and other requirements relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes. Licensee will not treat, store, transport, or dispose of hazardous waste unless Licensee is in possession of any required permit issued to it under the Resource Conservation and Recovery Act, as amended ("RCRA"). Licensee will not treat, store, transport, or dispose of any hazardous waste under, pursuant to, or in reliance upon any permit issued to Government

10.11. Environmental Records. Licensee will maintain and make available to Government all records, inspection logs, and manifests that track the generation, handling, storage, treatment, and disposal of hazardous waste, as well as all other records required by applicable laws and requirements. Licensor reserves the right to inspect the Licensed Premises and Licensee's records for compliance with Federal, state, local laws, regulations, and other requirements relating to the generation, handling, storage, treatment, and disposal of hazardous waste, as well as to the discharge or release of hazardous substances. Violations will be reported by Licensor to appropriate regulatory agencies, as required by applicable law. Licensee will be liable for the payment of any fines and penalties that may accrue as a result of the actions of Licensee.

10.12. Spill Plans. If hazardous waste, fuel, chemicals, or other regulated hazardous substances will be present on the Licensed Premises, Licensee will prepare a completed and approved plan prior to commencement of operations on the Licensed Premises for responding to hazardous waste, fuel, and other chemical spills. The plan shall comply with all applicable requirements and shall be updated from time to time as may be required to comply with changes in site conditions or applicable requirements, and where required, shall be approved by all agencies having regulatory jurisdiction over the plan. The plan shall be independent of Navy spill prevention and response plans. Licensee will not rely on use of the installation's personnel or equipment in execution of its plan. Licensee will file a copy of the approved plan and approved amendments thereto with the Commander/Commanding Officer within fourteen (14) days of approval. Notwithstanding the foregoing, should Licensor provide any personnel or equipment, whether for initial fire response or spill containment or otherwise on request of Licensee, or because Licensee was not, in the sole opinion of Government, conducting timely cleanup actions, Licensee agrees to reimburse Government for its costs in accordance with all applicable laws and regulations.

10.13. RCRA Compliance. Licensee will comply with the hazardous waste permit requirements under the RCRA or its state equivalent and any other applicable laws, rules, and regulations. Licensee will provide at its own expense hazardous waste storage facilities that comply with all laws and regulations that it may need for storage. Government hazardous waste storage facilities will not be available to Licensee. Any violation of the requirements of this paragraph will be deemed a material breach of this License.

10.14. Accumulation Points. Navy accumulation points for hazardous and other wastes shall not be used by Licensee, and Licensee will not permit its hazardous waste to be commingled with hazardous waste of the Navy.

10.15. Discharge of Fill. Licensee will not discharge, or allow the discharge of, any dredged or fill material into any waters or wetlands on the Licensed Premises except in compliance with the express written consent of the Commander/Commanding Officer.

10.16. Pesticides. Prior to the storage, mixing, or application of any pesticide, as that term is defined under the Federal Insecticide, Fungicide, and Rodenticide Act, Licensee will prepare a plan for storage, mixing, and application of pesticides (Pesticide Management Plan). The Pesticide Management Plan shall be sufficient to meet all applicable Federal, state, and local pesticide requirements. Licensee will store, mix, and apply all pesticides within the Licensed Premises only in strict compliance with the Pesticide Management Plan. The pesticides will only be applied by a licensed applicator.

10.17. National Pollutant Discharge Elimination System ("NPDES") Permit. Licensee will comply with all requirements of the Federal Water Pollution Control Act, as amended, the NPDES, and any applicable State or local requirements. If Licensee discharges wastewater to a publicly owned treatment works, Licensee will submit an application for its discharge prior to the start of this License. Licensee will be responsible for meeting all applicable wastewater discharge permit standards. Licensee will not discharge wastewater under the authority of any NPDES permit, pretreatment permit, or any other permit issued to the installation. Licensee shall make no use of any septic tank installed on the installation without the prior written consent of Licensor.

10.18. Radioactive Materials. Licensee must notify Licensor of its intent to possess, store, or use any licensed or licensable source or byproduct materials, as those terms are defined under the Atomic Energy Act, as amended, and its implementing regulations; of Licensee's intent to possess, use, or store radium; and of Licensee's intent to possess or use any equipment producing ionizing radiation and subject to specific licensing requirements or other individual regulations, at least sixty (60) days prior to the entry of such materials or equipment upon the installation. Upon notification, Licensor may impose requirements, including prohibition of possession, use, or storage that is deemed necessary to adequately protect health and the human environment. Thereafter, Licensee must notify Licensor of the presence of all licensed or licensable source or byproduct materials, of the presence of all radium, and of the presence of all equipment producing ionizing radiation and subject to specific licensing requirements or other individual regulation; provided, however, that Licensee need not make either of the above notifications to Licensor with regard to source and byproduct material that is exempt from regulation under the Atomic Energy Act. Licensee will not, under any circumstances, use, own, possess, or allow the presence of special nuclear material on the Licensed Premises.

10.19. Improvements and Environmental Cleanup. Licensee further agrees that it will give Licensor prior written notice accompanied by a detailed written description of all proposals for any improvements that may impede or impair any activities under the ERP, or the FFA if applicable. The notice and accompanying written description of those proposals will be delivered to Licensor sixty (60) days in advance of the commencement of any Improvements. In addition, Improvements shall not commence until Licensee has complied with the provisions of Paragraph 5. The detailed written description must include the effect that planned Improvements may have on site soil and groundwater conditions and the cleanup efforts contemplated under the ERP and the FFA, if applicable. Notwithstanding the preceding three sentences, Licensee will be under no obligation to give advance written notice of any Improvements that will be undertaken totally within any structure located on the Licensed Premises, provided that the work will not impede or impair any activities under the ERP or the FFA, if applicable. However, any work below the floor of any structure within any Area of Special Notice that will involve excavating in and/or disturbing concrete flooring, soil and/or groundwater, or will impede or impair any activities under the ERP or the FFA, if applicable, will be subject to the sixty (60) day notice requirement imposed by this paragraph.

10.20. FFA [IF APPLICABLE]. Government acknowledges that the installation has been identified as a National Priorities List Site under Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"). Licensee acknowledges that Government has delivered to it a copy of the FFA entered into by EPA, the state, and the Navy, and will deliver to Licensee a copy of any amendments to it. Licensee agrees that should any conflict arise between the terms of such agreement as it presently exists or may be amended ("FFA," "Interagency Agreement" or "IAG") and the provisions of this License, the terms of the FFA will take precedence. Licensee further agrees that notwithstanding any other provision of this License, Government assumes no liability to Licensee should implementation of the FFA interfere with Licensee's use of the Licensed Premises. Licensee will have no claim on account of any interference against The United States or any of its officers, agent, employees, or contractors, other than for abatement of rent.

10.21. Environmental Access. Government, EPA, and the state and their respective officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to Licensee to enter upon the Licensed Premises for the purposes enumerated in this subparagraph, and for other purposes consistent with any provision of the FFA, if applicable:

10.21.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test pitting, testing soil borings, and other activities related to the ERP or the FFA, if applicable;

10.21.2. To inspect field activities of Government and its contractors and subcontractors in implementing the ERP or the FFA, if applicable;

10.21.3. To conduct any test or survey required by the EPA or the state relating to the implementation of the FFA, if applicable, or environmental conditions at the Licensed Premises or to verify any data submitted to the EPA or state by Government relating to those conditions;

10.21.4. To conduct, operate, maintain, or undertake any other response or remedial action as required or necessary under the ERP or the FFA, if applicable, including, but not limited to, monitoring wells, pumping wells, and treatment facilities.

10.21.5. To monitor any environmental restrictive use covenants and the effectiveness of any other land use or institutional control established by the Navy on the Licensed Premises, either by itself, by its contractor, by any public entity, including the state, or by a private entity registered in the state to monitor environmental covenants.

11. TERMINATION

11.1. Termination by Government. At any time and for any reason or no reason, Government shall have the right to terminate this License in whole or in part, without liability, and regardless of any lack of breach by Licensee of any of the terms and conditions of this License.

11.2. National Emergency. In the event of a national emergency declared by the president or the congress, Government may terminate this License immediately, without notice to Licensee.

11.3. Breach of Terms by Licensee. In the event of breach by Licensee of any of the terms, conditions, or obligations of this License, Government shall have the right to terminate for breach or offer a period for cure. Unless Government determines that immediate notice of termination, or a shorter period of time for cure, is required for safety, environmental, operational, or security purposes, Licensee will be afforded thirty (30) calendar days from the receipt of Government's notice of intent to terminate to complete the performance of the obligation or otherwise cure the breach and avoid notice of termination of this License. Government may grant a reasonable extension of time to complete the cure. In the event that Government shall elect to terminate this License on account of the breach by Licensee, Government will issue a notice of termination, and Government shall be entitled to recover, and Licensee will pay to Government:

11.3.1. The reasonable costs incurred in resuming possession of the Licensed Premises;

11.3.2. The reasonable costs incurred in performing any outstanding obligation on the part of Licensee existing prior to or upon termination;

11.3.3. An amount equal to the aggregate of any maintenance obligations, and charges assumed under this License and not paid or satisfied, with amounts being due and payable at the time when those obligations and charges would have accrued or become due and payable if this License had not been terminated, provided, however, that charges denominated as "rent" under Paragraph 1 will not accrue beyond sixty (60) days after the later of (a) the date the Licensed Premises are vacated by Licensee and restored to their original condition, or (b) the date of issuance of notice of termination.

11.3.4. In the event that a notice of termination for breach is disputed and it is later determined that Licensee was not in breach or that the breach was excusable, the notice of termination will be effective as a notice of termination under Paragraph 11.1 and the rights and obligations of the parties will be the same as if the termination had been issued upon any required notice in accordance with Paragraph 11.1.

11.4. Federal Requirement. In the event all or any part of the Licensed Premises is required for Federal use, or if Licensee's use of it is not consistent with Federal program purposes, Government

may terminate the License, or any needed part of the Licensed Premises, if it is practical to terminate a part, upon ninety (90) days' written notice to Licensee.

11.5. Termination by Licensee. Licensee may terminate this License at any time upon sixty (60) days written notice to the RECO.

12. INDEMNIFICATION.

12.1. Licensee will indemnify and save Government harmless from, and will defend Government against, and will pay, all costs (including the costs of experts and investigators), expenses, and reasonable attorney's fees for all trial and appellate levels and post-judgment proceedings in connection with any fines, suits, actions, damages, liability, and causes of action of every nature arising or growing out of, or in any manner connected with, the occupation or use of the Licensed Premises by Licensee, its employees, servants, agents, guests, invitees, and contractors. This includes, but is not limited to, any fines, claims, demands, and causes of action of every nature that may be made upon, sustained, or incurred by Government by reason of any breach, violation, omission, or non-performance of any term, covenant, or condition of this License on the part of Licensees, its employees, servants, agents, guests, invitees, or contractors. This indemnification also applies to claims arising out of the furnishing of any utilities or services by Government or any interruption or failure occasioned by the negligence or lack of diligence of Licensee or its respective officers, agents, servants, or employees. However, this indemnity shall not extend to damages due to the sole fault of Government or its employees, agents, servants, guests, invitees or contractors. This covenant shall survive the termination of this License.

12.2. Licensee releases the Government and its employees from death or injury to persons caused by water, ice, snow, sleet, frost, steam, hail, wind, cold, dampness, electricity, rust, falling plaster or other materials, fire, explosion, sewer or sewage, gas, vapors, odors, aircraft noise, toxic or hazardous wastes, substances, or materials, the bursting or leaking of pipes or plumbing, or faulty wiring, or by any equipment or fixtures, or any act of God, or objects of any nature moved or propelled by water, ice, snow, sleet, steam, hail, or wind, at the Licensed Premises, unless caused by the willful act or gross negligence of the Government.

13. INSURANCE.

13.1. Licensee will, without prejudice to any other rights of Government, bear all risk of loss or damage or destruction to the Licensed Premises, including any buildings, improvements, fixtures, or other property on it, arising from any causes whatsoever, with or without fault by Government. During the entire period this License will be in effect, Licensee, at no expense to Government, agrees to carry and maintain in effect at all times during the term of this License the following insurance coverage:

13.1.1. Property insurance coverage against loss or damage by perils covered by Insurance Services Office ("ISO") special cause of loss form or its equivalent in an amount not less than One Hundred Percent (100%) of the full replacement cost of the buildings, building improvements, improvements to the land, fixtures, and personal property on the Licensed Premises. The policies of insurance carried in accordance with this condition shall contain a "Replacement Cost Endorsement." The full replacement cost shall be determined every five years, except in the event of

substantial changes or alterations to the Licensed Premises undertaken by Licensee as permitted under the provisions of this License.

13.1.2. If the Licensed Premises are located in a state, or an area of a state, which is prone to suffer property loss and damage from earthquake, flood, windstorm, or rainstorm, and if required by Government, a special risks or perils endorsement from a commercial insurer or from a state or Federal program, in amounts and with limitations and deductibles satisfactory to Government.

13.1.3. Commercial general liability insurance using the most recent occurrence form or its equivalent, covering bodily injury, premises, operations, products, completed operations, and independent contractors and for the contractual liability assumed by Licensee under Paragraph 12, and will afford immediate protection at the time that the term of this License begins, and at all times during the term of this License, with single limit bodily injury coverage of \$3 million each occurrence, with single-limit property damage in the amount of \$3 million each occurrence, and with single-limit fire/legal liability coverage in the amount of \$3 million each occurrence. The value of the structure for fire coverage will be determined every five (5) years.

13.1.4. If Licensee owns or Leases business vehicles that will be operating on, to, or from the Licensed Premises or military land, those vehicles must be registered and insured in accordance with installation requirements.

13.1.5. If and to the extent required by law, workers' compensation and employer's liability or similar insurance in form and amounts required by law.

13.1.6. If there is an airport operator on the Licensed Premises, airport operator's liability insurance, including, but not limited to, insurance against contractual liability assumed under this License by Licensee, regarding claims or causes of action arising in connection with use of the Licensed Premises and its improvements as an airfield or airport, affording protection with limits of liability of \$3 million.

13.2. During the entire period this License will be in effect, Licensee will either carry and maintain the insurance required below at its expense, or require any contractor performing work on the Licensed Premises to carry and maintain the following at no expense to Government

13.2.1. The property insurance coverage required under subparagraph 13.1 above, which will include the general property form that provides coverage in connection with any construction or work permitted under this License.

13.2.2. Fire and any other applicable insurance provided for in this paragraph which, if not then covered under the provisions of existing policies, will be covered by special endorsement related to any Improvements (as defined in Paragraph 5), including all materials and equipment incorporated in, on, or about the Licensed Premises (including excavations, foundations, and footings) under an ISO special cause-of-loss, completed value, builder's risk form or its equivalent; and

13.2.3. Workers' compensation for Licensee and any contractor of Licensee.

13.3. All policies of insurance that this License requires Licensee or any other contractor to purchase and maintain, or cause to be purchased and maintained under this Paragraph, will be underwritten by insurers authorized to underwrite insurance in the state where the Licensed Premises are located, and that have a rating of at least B+ by the most recent edition of *Best's Key Rating Guide*. **IN ALL POLICIES**, Government shall be named as additional insured and loss payee for its interest in, but not limited to, the Licensed Premises and any personal property included with the Licensed Premises (under ISO forms CG 2011 and CG 2028 or their equivalents). Government shall appear in all policies as "The United States of America, c/o Commanding Officer, NAVFAC Southeast, PO Box 30, B903, NAS Jacksonville, Florida, 32212-0030, and payments for losses shall be made to "United States Treasury." All policies shall state (a) that no cancellation, reduction in amount, or material change in coverage shall be effective until at least sixty (60) days after receipt by Government of written notice; (b) that the insurer shall have no right of subrogation against Government; and (c) shall be reasonably satisfactory to Government in all other respects, including, without limitation, the amounts of coverage and deductibles from time to time. In no circumstances will Licensee be entitled to assign to any third party rights of action that Licensee may have against Government. Notwithstanding the foregoing, any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon thirty (30) days' written notice to Government. Licensee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by it or contractor under this paragraph will constitute a failure to comply with the terms of this License, and Government shall have the right to terminate this License upon receipt of any cancellation notice, but only if Licensee fails to cure noncompliance to the extent allowed under Paragraph 11.

13.4. Licensee will deliver, or cause to be delivered upon execution of this License and PRIOR TO ENTRY on or occupancy of the Licensed Premises or the commencement of any Improvements (and thereafter not less than thirty (30) days prior to the expiration date of each policy furnished under this paragraph, to Government a certificate or certificates of insurance evidencing the coverage and deductibles required by this paragraph.

13.5. In the event that any item or part of the Licensed Premises shall be damaged or destroyed, the risk of which is assumed by Licensee under Paragraph 11.1, Licensee will promptly give notice to Government. Licensee will, as soon as practicable after the casualty, restore damaged or destroyed property as nearly as possible to the condition that existed immediately prior to the loss or damage, subject to Paragraphs 5 and 31. All repair and restoration work under this Paragraph will comply with the provisions of this License, including any notice and approval requirements.

13.6. Notwithstanding any other provision of this License, Licensee may, with the prior consent of the RECO, self-insure any risk for which insurance coverage is required under this License; provided, however, that if Licensee's statutory limits of liability or other impediments to the assumption of liability are less than the limits of insurance required in this License, Licensee will obtain commercial coverage that is sufficient in amount and nature to satisfy the insurance requirements of this License when added to any self-insurance. In order to obtain the consent of Government to self-insure, Licensee will deliver to Government a writing setting forth the limitations and impediments, if any, to which Licensee's self-insurance is subject, Licensee's source of funds to pay any claim from any risk for which insurance is required under this License (including its most recent audited financial statement), and any other information that Government may require to assess

Licensee's request. If commercial insurance is required for any purpose, the provisions of Paragraph 13.1.3 shall apply; however, the total amount of commercial insurance and self-insurance shall meet the dollar limitations contained in this paragraph.

13.7. If Government at any time believes that the limits or extent of coverage or deductibles for any of the insurance required in this License are insufficient, it may determine the proper and reasonable limits and extent of coverage and deductibles and deliver notice of that coverage or deductibles to Licensee. Licensee will thereafter carry insurance with the limits and extent of coverage and deductibles as determined by Government until further change.

14. LABOR PROVISIONS.

14.1. Equal Opportunity. During the term of this License, Licensee agrees as follows with regard to all employees located at, or involved with, the Licensed Premises:

14.1.1. Licensee will not discriminate against any employee or applicant for employment because of race, color, age, marital status, handicap, religion, sex, or national origin. Licensee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, marital status, handicap, religion, sex, or national origin. That action shall include, but not be limited to, employment, upgrading, demotion, or transfer, retention or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, selection for training, including apprenticeship. Licensee agrees to post in conspicuous places available to employees and applicants for employment notices furnished by Government containing the provisions of this nondiscrimination clause.

14.1.2. Licensee will, in all solicitations or advertisements for employees placed at the Licensed Premises by or on behalf of Licensee, state that all qualified applicants will receive consideration for employment without regard to age, marital status, handicap, race, color, religion, sex, or national origin.

14.1.3. Licensee will send to each labor union or representative of workers for the Licensed Premises with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by Government, advising the labor union or worker's representative of commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

14.1.4. Licensee will comply with all provisions of Exec. Order No. 11,246 of September 24, 1965, as amended by Exec. Order No. 11,375 of October 13, 1967 (the "Executive Order"), and of the rules, regulations, and relevant orders of the Secretary of Labor as it relates to the Licensed Premises.

14.1.5. Licensee will furnish all information and reports required by the Executive Order, and by the rules, regulations, and orders of the Secretary of Labor or pursuant to it, and will permit access to its books, records, and accounts by Government and the Secretary of Labor for purposes of ascertaining compliance with those rules, regulations, and orders.

14.1.6. In the event of Licensee's noncompliance with this Equal Opportunity clause or with any of the applicable rules, regulations, or orders, this License may be canceled, terminated, or suspended in whole or in part and Licensee may be declared ineligible for further Government

contracts in accordance with procedures authorized in the Executive Order, and other sanctions may be imposed and remedies invoked, all as contained in the Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

14.2. Contract Working Hours and Safety Standards Act (40 U.S.C. §§ 327-330) (the "Act"). This License, to the extent that it is a contract of a character specified in the Act and is not covered by the Walsh-Healy Public Contracts Act (41 U.S.C. §§ 35-45) or the Davis-Bacon Act (40 U.S.C. §§ 3141-3148), is subject to the following provisions and exceptions of the Act and to all other sections and exceptions of that law as they apply to employment at the Licensed Premises:

14.2.1. Licensee will not require or permit any laborer or mechanic in any workweek in which he/she is employed on any work on the Licensed Premises to work in excess of 40 hours on work subject to the contents provisions of the Act unless the laborer or mechanic receives compensation at a rate not less than one and one-half times his/her basic rate of pay for those excess hours. The "basic rate of pay," as used in this clause, shall be the amount paid per hour, exclusive of the employer's contribution or cost for fringe benefits and any cash payment made in lieu of affording fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

14.2.2. In the event of any violation of the preceding sub-paragraph, Licensee will be liable to any affected employee for any amounts due, and to Government for liquidated damages. The liquidated damages shall be computed for each individual laborer or mechanic employed in violation of Paragraph 14.2.1 above, in the sum of \$200 for each calendar day on which the employee was required or permitted to be employed in excess of the standard workweek of 40 hours without payment of the required overtime wages.

14.3. Convict Labor. In connection with the performance of work required by this License, Licensee agrees not to employ any person undergoing a sentence of imprisonment at hard labor.

14.4. Davis-Bacon Act. All construction workers, laborers, and mechanics employed by Licensee contractor(s), and each of its subcontractors and sub-subcontractors, who perform work under Paragraph 5, or in-kind work under Paragraph 1.1, are covered by the Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141-3148, and the implementing regulation at, 29 C.F.R. pt. 5, (together, the "Davis-Bacon Act"), and shall be paid wages and rates not less than those prevailing on similar work in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. To the extent that there is not a prevailing wage for a particular labor category and the Davis-Bacon Act permits a negotiated wage to be paid, the negotiated wage may be paid. Licensee will cause its general contractor(s) to comply and assure compliance by its subcontractors and sub-subcontractors.

15. **NOTICES**. Notices shall be sufficient under this License if made in writing and submitted in the case of Licensee to:

City of Key West
Attn: Mr. Bob Vitas, City Manager
3132 Flagler Ave.
Key West, FL 33240
305-809-3888

And in the case of the Government to:

Commander, Naval Facilities Engineering Command Southeast,
Attn: Real Estate Contracting Officer
Box 30A, Bldg 903, Room 260,
Jacksonville, Florida 32212-0030 (License Contract No: N69450-13-RP-00085).

And in the case of the Local Government to:

Public Works Officer, NAS Key West
P.O. Box 9007 Bldg A-629
Lexington and Langley Ave.
Key West, Florida 33040-9007 (License Contract No.: N69450-13-RP-00085)

The above-named individuals shall be the representatives of the Parties and the points of contact during the term of this License. Any notice shall be deemed to have been given, unless delivered personally, when deposited in the U.S. mail, postage pre-paid, certified mail, return receipt requested and addressed as set forth above or to another address that Licensee or Government shall have stated to the other by like notice, or upon confirmation of receipt if sent by telefacsimile on a regular business day and addressed as set forth above, or within twenty-four (24) hours, or the next business day if sent by a recognized overnight delivery service.

16. **AUDIT.** This License will be subject to audit by any cognizant Government agency. Licensee will make available to those agencies for use in those audits all records that it maintains that are related to this License and copies of all reports required to be filed under this License.

17. **INTEREST.** Notwithstanding any other provision of this License, unless paid within thirty (30) calendar days, all amounts that become payable by Licensee to Government under this License (net of any applicable tax credit under the Internal Revenue Code) will bear interest from the date due. The rate of interest will be the Current Value of Funds Rate published by the Secretary of the Treasury under the Debt Collection Act of 1982 (31 U.S.C. § 3717). Amounts will be due upon the earliest of (a) the date fixed by this License, (b) the date of the first written demand for payment, consistent with this License, including demand consequent upon default termination, (c) the date of transmittal by Government to Licensee of a proposed supplemental agreement to confirm completed negotiations fixing the amount, or (d) if this License allows for revision of prices, the date of written notice to Licensee stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by License supplement.

18. **AGREEMENT.** This License will not be modified except in a single writing that is signed by both Licensee and Government. No oral statements or representation made by, or for, on behalf of either Licensee or Government shall be a part of this License. Should conflict arise between the provisions of this License and any attachment to it, or any other agreement between Government and Licensee, the provisions of this License will take precedence.

19. **FAILURE TO INSIST ON COMPLIANCE.** The failure of Government to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this License will not be construed as a waiver or relinquishment of Government's right to the future performance of any of those terms, covenants, or conditions and Licensee's obligations for their future performance will continue in full force and effect.

20. **DISPUTES.**

20.1. This License is subject to the provisions of the Contract Disputes Act of 1978, as amended, (41 U.S.C. § 7101-7112) (the "Disputes Act").

20.2. Except as provided in the Disputes Act, all disputes arising under or relating to this License will be resolved under this clause and the provisions of the Disputes Act.

20.3. "Claim", as used in this clause, means a written demand or written assertion by Licensee or Government seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of License terms, or other relief arising under or relating to this License. A claim arising under this License, unlike a claim relating to this License, is a claim that can be resolved under a License clause that includes the relief sought by the claimant. However, a written demand or written assertion by Licensee seeking the payment of money exceeding \$100,000 is not a claim under the Disputes Act until certified as required by Paragraph 20.4.2. A voucher, invoice, or other routine request for payment that is not in dispute is not a claim under the Disputes Act. The request may be converted to a claim under the Disputes Act by complying with the submission and certification requirements of this clause, if it is disputed either for liability or amount or is not acted upon in a reasonable time.

20.4. A claim by Licensee will be made in writing and submitted within six (6) years after accrual of the claim to Government (or specify to whom the claim should be sent), for a written decision. A claim by Government against Licensee will be subject to a written decision by Government (specify who will make the decision).

20.4.1. Licensee will deliver the certification stated in Paragraph 20.4.2.2.2 when submitting any claim:

20.4.2.1. Exceeding \$100,000; or

20.4.2.2. Regardless of the amount claimed, when using:

20.4.2.2.1. Arbitration conducted pursuant to 5 U.S.C. §§ 575-580; or

20.4.2.2.2. Any other alternative means of dispute resolution ("ADR") technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act ("ADRA").

"I certify that the claim is made in good faith; that the supporting data is accurate and complete to the best of Licensee's knowledge and belief; that the amount requested accurately reflects the License adjustment for which Licensee believes the GOVERNMENT is liable; and that I am duly authorized to certify the claim on behalf of Licensee."

20.4.3. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

20.4.4. The certification may be executed by any person duly authorized to bind Licensee for the claim.

20.5. For Licensee claims of \$100,000 or less, the Government must, if requested in writing by Licensee, render a decision within sixty (60) days of the request. For Licensee-certified claims over

\$100,000, the Government must, within sixty (60) days decide the claim or notify Licensee of the date by which the decision will be made.

20.5.1. The decision of the GOVERNMENT shall be final unless Licensee appeals or files a suit as outlined in the Disputes Act.

20.6. At the time a claim by Licensee is submitted to the (specify), or a claim by Government is presented to Licensee, the Parties may agree to use alternative means of dispute resolution. When using arbitration conducted under 5 U.S.C. § 575-580 or when using any other ADR techniques that the agency elects to handle in accordance with ADRA, any claim, regardless of amount, shall be accompanied by the certification described in Paragraph 20.4.2.2. and executed in accordance with Paragraph 20.4.4.

20.7. Government shall pay interest on the amount found due and unpaid by it from (1) the date the (specify) received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in the Federal Acquisition Regulation (48 C.F.R. § 33.201), interest shall be paid from the date that the (specify) initially receives the claim. Simple interest on claims shall be paid at the rate fixed by the Secretary of the Treasury, as stated in the Disputes Act, which is applicable to the period during which the (specify) receives the claim and then at the rate applicable for each six (6) month period as fixed by the Secretary of the Treasury during the pendency of the claim.

20.8. Notwithstanding anything in this paragraph, Licensee will proceed diligently with the performance of this License pending final resolution of any request for relief, claim, appeal, or action arising under this License, and comply with any decision of the Government.

21. **COVENANT AGAINST CONTINGENT FEES.** Licensee warrants that no person or agency has been employed or retained to solicit or obtain this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of obtaining business. For breach or violation of this warranty, government shall have the right to annul this License without liability or in its discretion to require Licensee to pay, in addition to the rent or consideration, the full amount of the commission, percentage, brokerage, or contingent fee.

22. **LIENS.** Licensee will promptly discharge, or cause to be discharged, a valid lien, right *in rem*, claim, or demand of any kind, except one in favor of Government that at any time may arise or exist regarding the Licensed Premises or materials or equipment furnished to it, or work done on it, or to any part of it, by Licensee's use of the Licensed Premises. If the lien, right, claim, or demand shall not be promptly discharged by Licensee, or should a petition be filed by or against Licensee in bankruptcy, or should Licensee file for liquidation or make an assignment on behalf of creditors, Government reserves the right to take immediate possession without any liability to Licensee and will be responsible for any costs incurred by Government in obtaining clear title to its property due to their acts or omissions clouding the title.

23. **TAXES.** Licensee will 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 License may be imposed on the Licensed Premises. 10 U.S.C. § 2667(f) contains the consent of Congress to the taxation of Licensee's interest in the Licensed Premises, whether or not the Licensed Premises are

in an area of exclusive Federal jurisdiction. Should Congress consent to taxation of Government's interest in the Licensed Premises, this License will be renegotiated.

24. SUBJECT TO EXISTING AND FUTURE EASEMENTS. This License, is subject to all outstanding easements and rights in the nature of an easement (collectively, "easements") for the location of any type of facility over, across, in, and upon all or any part of the Licensed Premises, and to the right of Government to grant additional easements over, across, in and upon the Licensed Premises for the public interest. However, Government shall coordinate with Licensee to minimize any impact to Licensee's operations, and any additional easement shall be conditioned on the assumption by its grantee of liability to Licensee for damages that Licensee will suffer for property destroyed or rendered unusable on account of the grantee's exercise of its easement rights. There is hereby reserved to the holders of outstanding easements or which may be granted later, to any workers officially engaged in the construction, installation, maintenance, operation, repair, or replacement of facilities located on the easement area, and to any Federal, state, or local official engaged in the official inspection of that work, reasonable rights of ingress and egress over the Licensed Premises that may be necessary for the performance of their duties with regard to those facilities, subject to Paragraph 7.

25. INGRESS, EGRESS, PARKING AND SECURITY.

25.1. Licensee, and their employees, vendors, and invitees will be granted reasonable access to the Licensed Premises under this License. As a condition, Licensee, and their employees, vendors, and invitees, agree to adhere to all base rules and regulations regarding installation security, ingress, egress, safety and sanitation that may be prescribed from time to time by the Commander/Commanding Officer. Licensee and their employees, vendors, and business invitees, will coordinate parking with the appropriate office of the installation. Licensee and its invitees and contractors agree to absorb all costs, including time and expense, associated with gaining access to the installation under the RAPIDGATE or similar program.

25.2. Installation Security. The Licensed Premises is located on a secure Navy installation and Licensee is required to comply with all applicable security rules, regulations, and procedures issued by the Installation Commander/Commanding Officer. All employees of Licensee that are required by the installation to do so will obtain a security clearance to access the Licensed Premises. Failure to obtain the required security clearance will result in denial of access to the Licensed Premises of Licensee's employees. **Licensee agree(s) to hold harmless Government from any liability of any nature for financial or other losses incurred by Licensee by reason of Licensee's employee's failure to obtain security clearance for access to the Licensed Premises.** The prior sentence shall survive the termination of this License.

26. ADMINISTRATION. Except as otherwise stated in this License, the RECO shall have complete charge of the administration of this License, including granting any consents and approvals hereunder it, and shall exercise full supervision and general direction insofar as the interests of Government are affected.

27. DAMAGE TO THE LICENSED PREMISES. In the event all or any part of the Licensed Premises is damaged either directly or indirectly as a result of Licensees' use or occupancy, whether during the construction, operation, maintenance, or replacement, or removal of improvements or otherwise, due to acts or omissions of Licensee, its agents, contractors, or employees, Licensee will, upon demand, either compensate Government for the loss or damage, or rebuild, replace, or repair the item or items of the Licensed Premises or facilities so lost or damaged, as Government may elect.

28. APPLICABLE RULES AND REGULATIONS.

28.1: Licensee will comply with all Federal, state, and local laws, regulations, ordinances and restrictions that are applicable, or may become applicable, to Licensee's activities on the Licensed Premises. This includes, but is not limited to, laws and regulations concerning the environment, construction of facilities, health, safety, food service, water supply, sanitation, and any licenses and permits to conduct business. Licensee is responsible for obtaining and paying for permits required for its operations under this License.

28.2. Further, all activities authorized under this License will be subject to rules, regulations, and procedures regarding installation security, supervision, or otherwise, that may, from time to time, be prescribed by the installation Commander/Commanding Officer.

29. SUBCONTRACTORS AND AGENTS FOR LICENSEE. All Work involving Licensee facilities must be performed by skilled tradesmen who are accomplished at their craft and bonded against loss due to damages resulting directly or indirectly from work performed.

30. SURRENDER. Upon the expiration of this License or its prior termination, and subject to the election of Government under Paragraph 5, Licensee will quietly and peacefully remove itself and its personal property from the Licensed Premises and surrender possession to Government. However, in the event Government shall terminate this License upon less than thirty (30) days notice, Licensee will be allowed a reasonable period of time, as determined by the RECO, but in no event less than thirty (30) days from receipt of notice of termination, in which to remove all of personal property from, and terminate its operations on, the Licensed Premises. During the period prior to surrender, all obligations assumed by Licensee under this License will remain in full force and effect; provided, however, that if Government shall in its sole discretion, determine that any action is equitable under the circumstances, it may suspend, in whole or in part, any further accruals of rent, if any, or maximum amount to be expended between the date of termination of this License and the date of final surrender of the Licensed Premises. Government may, in its discretion, declare any personal property that has not been removed from the Licensed Premises upon termination as abandoned upon an additional ninety (90) days notice.

32. FEDERAL FUNDS. This License does not obligate any appropriated funds.

33. HEADINGS. The headings of paragraphs in this License are used solely for ease of reference. They may not be used to construe the meaning of all or any part of a paragraph.

34. DEFINED TERMS. All references to "this Agreement" and "this license" means and refers to this License for Nonfederal Use of Real Property (License Number N69450-13-RP-0008). All references to "City" and "City of Key West" means and refers to the Licensee under this License. All references to "pier", "Mole Pier" and "Premises" means and refers to the Licensed Premises defined in this License.

35. ATTACHMENTS. Attachments to this License are set forth below:

- A. Example of Monthly Deliverables
- B. Licensed Premises
- C. Joint Inspection and Inventory Report (JIIR)
- D. Environmental Condition of Property (ECP)

Attachment A

Example of Monthly Deliverables

1. City of Key West Cover Letter
2. City of Key West Check made payable to the "US Treasury"
3. Cruise Schedule for the Month
4. US Custom Service General Declaration Form 1301

City of Key West Cover Letter



1562 Dunlap Drive #3
Key West, FL 33040

THE CITY OF KEY WEST
Post Office Box 1408
Key West, Florida 33041-1408
www.keywestcity.com

LOCAL REDEVELOPMENT
AUTHORITY
(305) 293-8337
Fax (305) 293-8341
lwra@nol.com

December 4, 2000

E.R. Nelson, Jr.
Director, Real Estate Division
Department of the Navy
Southern Division
Naval Facilities Engineering Command
P.O. Box 190018
2155 Eagle Drive
North Charleston, S.C. 29419-9010

Dear Mr. Nelson,

Please find enclosed payment for modification #5, license N62467-96-RP-00220 for use of the Outer Mole Pier at the Truman Annex, Naval Air Station Key West, Florida, in the amount of \$58,500.00.

The following adjustments in the payment are as indicated:

Payment 18 November - 17 December 2000 \$58,500.00

December 1, 2000 Payment \$58,500.00

If you should have any questions please feel free to call my assistant Marsha Rawolinski or myself at 305-293-8337.

Sincerely,

William H. Harrison / mac

William H. Harrison
LRA Director

Enclosure: Check #037326
Monthly Calendar

C: Julio Arael, City Manager
Capt Lawrence S. Cotton, Jr., Commanding Officer, NAS/Key West

City of Key West Check

THE CITY OF KEY WEST POST OFFICE BOX 1408 KEY WEST, FLORIDA 32041 18651-2681-8800		037326	
DATE	INVOICE	PD	AMOUNT
11/21/2000	05-N43527-96-RP LEASING/RENTALS	056467	58,500.00
U S TREASURY			TOTAL ▲ 58,500.00

VENDOR NUMBER	DATE	CHECK NUMBER	NET AMOUNT
2418	12/01/2000	37326	58,500.00

THE CITY OF KEY WEST
OPERATING ACCOUNT
POST OFFICE BOX 1408
KEY WEST, FLORIDA 32041

U S TREASURY
COMMANDING OFFICER
ATTN: RMD CODE 10
NAS POST OFFICE BOX 9001
KEY WEST FL 33040-7001

FIFTY EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS

037326

Monthly Cruise Ship Calendar

November 2000

Monthly Cruiseship Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5 N MAJESTY (B) 1400- 2000	6 ENCHANTMENT OF THE SEAS (B) 0730-1600	7 MOONSTAY (CM) 0730-1400 BLACKBURN PRIDE (M) 0500-1700 REPLACEMENT OF THE SEAS (B) 0730-1800	8	9 MAJESTY OF THE SEAS (B) 1000-1800 N MAJESTY (CM) 1400- 2000	10 RYNDAM (B) 0800-1700 TROPICALE (M) 1600- 1830	11 EUROPA (M) 0800-1700
12 IMAGINATION (B) 1830- 2000 JUBILEE (B) 0700-1800	13	14 N MAJESTY (B) 0600- 1200	15 TROPICALE (M) 1000- 1730	16 MOONSTAY (CM) 1400- 2000 MAJESTY OF THE SEAS (B) 1000-1800	17 CENTURY (B) 0730-1700 RYNDAM (M) 0800-1700	18
19 SEABOARD LEGEND (B) 1500-2100	20 COSTA ATLANTICA (B) 0730-1830 ENCHANTMENT OF THE SEAS (CM) 0730-1800	21 ECSTASY (CM) 0730-1400	22	23 MAJESTY OF THE SEAS (B) 1000-1800 N MAJESTY (CM) 1400- 2000	24 O. COLUMBUS (M) 1830- 1900 IMAGINATION (CM) 0730- 1400 JUBILEE (B) 1600-1830 RYNDAM (M) 0800-1730	25
26 NEOL EXPRESS (B) 1800-0800	27 MERCURY (B) 0730-1830	28 ECSTASY (CM) 0730-1400 REPLACEMENT OF THE SEAS (B) 0730-1800	29	30 MAJESTY OF THE SEAS (B) 1000-1800 N MAJESTY (CM) 1400- 2000		

Printed by Port of Key West on 11/17/2000

General Declaration Form 1301

CUSTOMS SERVICE		GENERAL DECLARATION		Form Approved O.M.B. No. 48-80497	
		☒ Arrival ☐ Departure			
Description of ship "CENTURY"		2. Port of arrival/departure KEY WEST FLA		3. Date-time of arrival/departure JAN, 17th, 96 07:0	
4. Name of master Georgios Panagiotakis		5. Port arrived from/Port of destination COZUMEL MEXICO			
6. Certificate of registry (Party date; number) MONROVIA, 29NOV2000, 10084 EMDEN GERMANY		8. Name and address of ship's agent CARIBE NAUTICAL SERVICES INC P.O. BOX 285 KEY WEST FL, 33041			
7. Gross register tons 70606		10. Net register tons 39002			
11. Position of the ship to the port (berth or station) NAVY MOLE PIER					
12. Brief particulars of voyage (previous and subsequent ports of call; underlines where remaining cargo will be discharged)					
P. EVERGLADES FLA		JANUARY 11th, 1997			
OCHO RIOS JAMAICA		JANUARY 13th, 1997			
GRAND CAYMAN		JANUARY 14th, 1997			
COZUMEL MEXICO		JANUARY 15th, 1997			
KEY WEST FLA		JANUARY 17th, 1997			
P. EVERGLADES FLA		JANUARY 18th, 1997			
13. Brief description of the cargo IN BALLAST / PASSENGERS					
14. Number of crew (include master) 856		15. Number of passengers 1679		16. Remarks NO ANIMALS ON BOARD	
17. Cargo Declaration		18. Ship's Stores Declaration		21. Date and place of arrival/departure (to be filled in by the master or officer)	
19. Crew List		20. Passenger List		22. Date and place of arrival/departure (to be filled in by the master or officer)	
23. Crew's Health Declaration		24. Master's Declaration of Health		JAN 17 1997	
For Official Use					

25. Customs Seal

26. Customs Stamp

27. Customs Stamp

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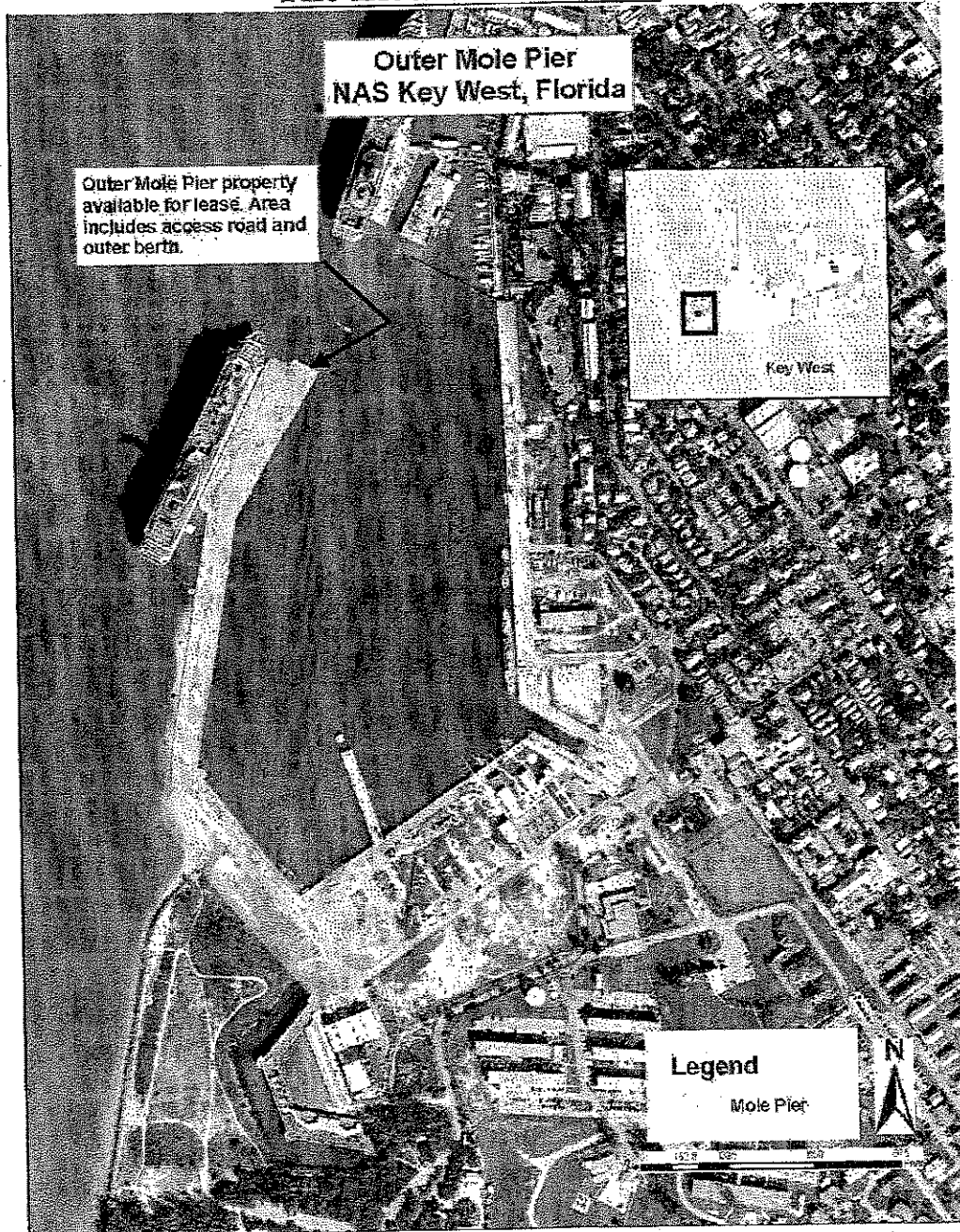
98. Customs Stamp

99. Customs Stamp

100. Customs Stamp

Attachment B

The Licensed Premises



Attachment C

JOINT INSPECTION AND INVENTORY REPORT (JIIR)

Name of Installation: NAS KEY WEST UIC N00213
 Location: TRUMAN ANNEX AREA TRUMAN ANNEX WATERFRONT
 Date of Inspection: / /
 INFADS current: Yes / No
 Contract Number: N69450-13-RP-00085
 Commencement Date: 7 / 1 / 2013 Termination Date: 12 / 31 / 2013
 Options: N/A
 Grantee: City of Key West
 Grantor: NAS Key West
 Type of Outgrant: License
 Intended use: Cruise Ship Berthing
 Address: Mole Pier (Truman Annex)
 Area: 800 Linear Feet

Physical Condition of the Property

1. Grantor is presently using the property for the following purpose(s):

2. Property (is) / (is not) suitable for intended use (Circle one).

3. Describe any/all present property uses that would be incompatible with Grantee's intended use:

4. Describe and document any major physical conditions that need to be corrected:

5. List and describe any safety concerns that need to be addressed:

6. Describe any/all items discovered in the physical inspection that do not comply with the terms and conditions of the agreement:

The following personnel have inspected the premises on (Date) _____ and agree to the findings and conditions listed on this report:

NAVFAC

GRANTEE

Inspected By: _____

Inspected By: _____

Signed: _____

Signed: _____

Additional Comments: _____

Attachment D

Environmental Condition Report (ECP)

Installation:
Parcel/Site Location and Description:
Proposed Real Estate Action Description:
Site Summary Information
1. Information regarding site uses and any hazardous materials, contamination, or conditions. All available and pertinent files, records, reports and aerial photographs were reviewed and, where necessary, a site inspection and/or personal interviews were conducted to document the environmental conditions of the property to support the proposed real estate action. A summary of the conditions, sources of information (including location), and any required use restrictions are provided for each environmental condition.
A. Parcel/Site Uses: Prior Uses: _____ Current Uses: _____ Future Uses: _____
B. Contaminants: ☐ Yes ☐ No ☐ Unknown If yes, identify contaminant and media: _____ Source of information: _____ Restrictions or Land Use Controls: ☐ Yes ☐ No If yes, please identify and explain in detail in Section 2 below.
C. Hazardous Materials Use: ☐ Yes ☐ No ☐ Unknown Hazardous Materials Storage: ☐ Yes ☐ No ☐ Unknown Type of HM: _____ Type of Use and/or Storage: _____ Source of information: _____ Restrictions or Land Use Controls: ☐ Yes ☐ No If yes, please identify and explain in detail in Section 2 below.
D. Treatment, Storage, Disposal of Hazardous Waste: ☐ Yes ☐ No ☐ Unknown Source of information: _____ Restrictions or Land Use Controls: ☐ Yes ☐ No If yes, please identify and explain in detail in Section 2 below.
E. Underground Storage Tanks: ☐ Yes ☐ No ☐ Unknown UST No. _____ Gals. _____ Source of information: _____ Restrictions or Land Use Controls: ☐ Yes ☐ No If yes, please identify and explain in detail in Section 2 below.

F. Above-Ground Storage Tanks: ☐ Yes ☐ No AST No. _____ Gals. _____ Source of information: _____	
Restrictions or Land Use Controls: ☐ Yes ☐ No If yes, please identify and explain in detail in Section 2 below.	
G. Presence of Polychlorinated Biphenyl's (PCB's): ☐ Yes ☐ No ☐ Unknown Source of information: _____	
Restrictions or Land Use Controls: ☐ Yes ☐ No If yes, please identify and explain in detail in Section 2 below.	
H. Asbestos: ☐ Yes ☐ No ☐ Unknown If yes: ☐ Friable ☐ Non-friable ☐ Unknown Source of information: _____	
Restrictions or Land Use Controls: ☐ Yes ☐ No If yes, please identify and explain in detail in Section 2 below.	
I. Lead Paint: ☐ Yes ☐ No ☐ Unknown Source of information: _____	
Restrictions or Land Use Controls: ☐ Yes ☐ No If yes, please identify and explain in detail in Section 2 below.	
J. Radon: ☐ Yes ☐ No ☐ Unknown Source of information: _____	
Restrictions or Land Use Controls: ☐ Yes ☐ No If yes, please identify and explain in detail in Section 2 below.	
K. Radiological Materials: ☐ Yes ☐ No ☐ Unknown Source of information: _____	
Restrictions or Land Use Controls: ☐ Yes ☐ No If yes, please identify and explain in detail in Section 2 below.	
L. Solid/Bio-Hazardous Waste: ☐ Yes ☐ No ☐ Unknown Source of information: _____	
Restrictions or Land Use Controls: ☐ Yes ☐ No If yes, please identify and explain in detail in Section 2 below.	
M. Munitions and Explosives of Concern: ☐ Yes ☐ No ☐ Unknown Source of information: _____	
Restrictions or Land Use Controls: ☐ Yes ☐ No If yes, please identify and explain in detail in Section 2 below.	
N. Threatened or Endangered Species: ☐ Yes ☐ No ☐ Unknown Source of information: _____	
Restrictions or Land Use Controls: ☐ Yes ☐ No If yes, please identify and explain in detail in Section 2 below.	
O. Natural or Cultural Resources: ☐ Yes ☐ No ☐ Unknown Source of information: _____	
Restrictions or Land Use Controls: ☐ Yes ☐ No If yes, please identify and explain in detail in Section 2 below.	

P. Use of Adjacent Property:

Current Use: _____

Past Use: _____

Source of information: _____

Restrictions or Land Use Controls: ☐ Yes ☐ No

If yes, please identify and explain in detail in Section 2 below.

Q. Has the site had any Notices of Violation? ☐ Yes ☐ No.

If yes, please explain: _____

Source of information: _____

Restrictions or Land Use Controls: ☐ Yes ☐ No

If yes, please identify and explain in detail in Section 2 below.

R. Additional information or comments regarding questions shown above (attach sheet(s) if additional room is needed):

Source of information: _____

Restrictions or Land Use Controls: ☐ Yes ☐ No

If yes, please identify and explain in detail in Section 2 below.

2. List of Land Use Controls required for Real Estate Action:**3. Signature:**

Based on records reviews, site inspections, and interviews, the environmental professional(s) certify that the environmental conditions of the property are as stated in this document and this property is suitable for outgrant.

Environmental Professional:

Signature_____
Title_____
Print Name_____
Date

The real estate professional(s) acknowledge these restrictions and/or LUCs identified above and will ensure they are made a part of the outgrant document.

Real Estate Professional:

Signature_____
Title_____
Print Name_____
Date

Property Owner (Activity or Region) acknowledges and accepts the foregoing statement of environmental conditions and the land use controls (if any) that will be required for this real estate outgrant:

Signature_____
Title_____
Print Name_____
Date

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