LICENSE NUMBER HSCGSI2SI-05-RPOUI6L

REVOCABLE LICENSE TO USE COAST GUARD REAL PROPERTY
BETWEEN THE UNITED STATES OF AMERICA, U.S. COAST GUARD
AND THE UNIVERSITY OF WEST FLORIDA
FOR U.S. COAST GUARD PROPERTY, ST. JOHNS LIGHTHOUSE
NAVAL AIR STATION, MAYPORT, FLORIDA

The United States of America, Department of Homeland Security, United States Coast Guard, through its Commander, Civil Engineering Unit Miami (Licenser) whose address is 15608 SW 1
6th Avenue, Miami, Florida 33028, grants to the University of West Florida (Licensee) whose address is Department of History, Historic Preservation Program. 11000 University Parkway. Pensacola, Florida 32514, a Revocable License for the right of temporary use of, and ingress/egress to, the St. Johns Lighthouse.

The term of this License shall be for the following time period:

September 26, 2005 through October 14, 2005

This License does not convey interest in any real property to the Licensee. It simply authorizes the Licensee, or its designee(s) to use, or pass over, the Licensed Property for the purposes that are stated in the License.

THIS LICENSE IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:

1. **Purpose of License.**

The Licensee, or its designee(s), its officers, employees, contractors, agents, and guests and the participants in its activities may only use the Licensed Property for the following:

Right of ingress/egress across the Licensed Property and entry to the Lighthouse during the term of this License allowing the Licensee to conduct research and complete a Determination of Eligibility (DOE) for the St. John’s Lighthouse. This determination is necessary to complete a National Register of Historic Places and Florida State Historic Preservation Office application. Licensee is permitted to take photographs inside and outside the structure. Requirements will strictly follow the guidelines, regulations and requirements of the Coast Guard’s Environmental Division. Upon completion of project, Licensee shall furnish a report providing an assessment of the light structure’s historical significance to the Civil Engineering Unit Miami (CEUM) Environmental Branch.

2. **Licensed Property Use.**

   a. Licensee, or its designee(s), may use the Licensed Property during daylight hours. Access through the Naval Air Station Mayport to the Lighthouse property must be pre-arranged by the Licensee working with CEUM Environmental Branch.
b. The Licensed Property shall be kept clear of all project construction debris, tools and vehicles. Storage of hazardous materials and oil products of any kind is not permitted.

c. Care should be taken to protect the grass and plants on the Licensed Property as well as to protect the beach sand. Vegetative clearing on the Licensed Property is prohibited.

3. **This License is Limited to Use of the Licensed Property.** The Licensee, or its designee(s), its officers, employees, contractors, agents, and guests and the participants in its activities may not enter or use any facilities other than the Licensed Property, unless they have an independent right to do so or are specifically invited to do so by someone with the authority to allow entry.

4. **Governing Law and Regulations.** The Licensee, or its designee(s), its officers, employees, contractors, agents, and guests and the participants in its activities, while on the Licensed Property are subject to all applicable Federal, state, and local laws, regulations, directives, and orders, including those issued by the Licensor or a designated representative including the Licensed Property’s Officer of the Day or a member of the licensed Property’s security force.

5. **Environmental Protection.**

a. The Licensee, or its designee(s), shall ensure that all of its activities involving the Licensed Property are in compliance with all existing, and any future, applicable environmental, historical, and cultural protection statutes and regulations, state and local laws and regulations.

b. The Licensee is responsible for obtaining any state or local permits or licenses necessary for its proposed use of the Licensed Property.

c. The Licensee, or its designee(s), may not unlawfully pollute the air, ground, or water, nor create a public nuisance. The Licensee shall, at no cost to the Coast Guard, promptly comply with all applicable Federal, state, and local laws, regulations, or directives regulating the quality of the environment. This does not affect the Licensee’s right to contest the validity of such laws, regulations, or directives or to try to enjoin their applicability.

d. The Licensee, or its designee(s), shall use all required means to protect the environment and natural resources from any damage arising from the Licensee’s use of the Licensed Property and activities incident to such use.

e. If any damage results to the environment or natural resources, the Licensee shall restore the environment or damaged resources. The Licensee shall be solely responsible for all environmental clean up costs and any claims for damage done to any natural resources, resulting from the Licensee’s use of the Licensed Property and activities incident to such use.

f. The Coast Guard is liable for the costs of any environmental clean up required for contamination they caused which existed prior to the execution of this agreement, or which it causes after the execution of this agreement. “Environmental clean up” as used herein means the
remediation of any environmental damage as required by any federal, state, or local regulatory agency having jurisdiction over the area.

6. **Historic Property Restrictions.**

   a. Licensee acknowledges that St. Johns Lighthouse may be eligible for listing in the National Register of Historic Places. Licensee and its designee(s) agree to undertake its use of the Licensed Property in a manner to minimize the harm, if any, to the St. Johns Lighthouse Property.

   b. Licensee additionally agrees that should it discover any item or feature on the Licensed Property that Licensee believes may have historical significance, Licensee shall immediately notify the Local Government Representative and will take no action that may affect the suspected historical item or feature.

7. **Access to Licensed Property.** The Licensee, or its designee(s), its officers, employees, contractors, agents, and guests and the participants in its activities shall enter and exit the Licensed Property by the approved roadway and shall comply with all directions by the security forces.

8. **Parking.** The Licensee, or its designee(s), its officers, employees, contractors, agents, and guests and the participants in its activities shall park on approved areas at the Licensed Property.

9. **Alterations.** No additions to, or alterations of, the Licensed Property can be made without the prior written consent of the Licensor. Upon revocation, expiration, or surrender of this License the Licensee shall, to the extent directed by the Licensor, remove all alterations, additions, betterments, or improvements made or installed, and restore the premises to the same or in as good a condition as existed on the effective date of this License.

10. **Return of Licensed Property.** Upon the expiration of this License, or upon its relinquishment by the Licensee, the Licensee shall vacate the Licensed Property and remove all property brought onto the Licensed Property by the Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities. If this License is revoked for any reason, the Licensee shall vacate the Licensed Property and remove all property brought onto the Licensed Property by the Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities. In either event, if the Licensee fails to remove property brought onto the Licensed Property (abandoned property), then, at the option of the Licensor, the abandoned property shall either become the property of the United States, without payment of compensation, or the Licensor may have the property removed from the Licensed Property. The Licensee agrees that the Licensor has no obligation to safeguard or care for the abandoned property. If the Licensee fails to remove any property brought onto the Licensed Property, the Licensee shall pay any costs incurred by the Licensor for its removal.
11. **Restoration of the Licensed Property.** The Licensee shall restore the Licensed Property to the condition in which it was received by Licensee. Licensee shall clean up and remove all trash and refuse generated by the Licensee’s use of the Licensed Property. If the Licensee fails to restore the Licensed Property to the condition in which it was received by Licensee, the Licensee shall pay all costs incurred by the Licensor to restore the Licensed Property to the condition in which it was received by the Licensee.

12. **Damage to Property.** The Licensee is responsible for any damage to, or destruction of, any property belonging to the United States, which results from the Licensee’s use of the Licensed Property. This includes, but is not limited to, vegetation or road damage. The Licensee shall promptly repair or replace any damaged or destroyed property to the condition in which it was received by Licensee. In lieu of repairs or replacement, the Licensee may pay to the Licensor money in an amount determined by an agreed upon general contractor to compensate the Licensor for the loss sustained as a result of the damage to or destruction of the property. Hazardous materials shall not be permitted.

13. **State and Local Permits, Licenses, and Taxes.** The Licensee is solely responsible for obtaining any state or local permits or licenses necessary for its proposed use of the Licensed Property, as well as for the payment of any state or local taxes generated by its activities.

14. **Solicitations.** The Licensee, or its designee(s), its officers, employees, contractors, agents, and guests and the participants in its activities may not engage in any activities while on the Licensed Property that involve the solicitation of funds for private or commercial interests, including fund raising for nonprofit organizations and causes.

15. **Controlled Substances.** The Licensee, or its designee(s), its officers, employees, contractors, agents, and guests and the participants in its activities may not bring any alcoholic beverages or controlled substances onto the Licensed Property, nor may any alcohol or controlled substances be possessed, used, solicited, transferred, or sold on the Licensed Property.

16. **Notice of Potential Hazards.**

The following hazards may be associated with the use of the Licensed Property by the Licensee:

- None known

17. **Assumption of Risk.** Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. The Licensor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Licensor or otherwise acting or engaged to act at the instance of the Licensor in furtherance its obligations under this Agreement.
18. **Insurance.** The University is an institution of the State of Florida, and its “self insurance” limitations are provided by law. The University is provided with comprehensive general liability insurance with limits of coverage up to a maximum of $100,000 per person, $200,000 per occurrence, pursuant to the terms and limitations of, Section 768.28, Florida Statutes and chapter 284 Part II. The University is self-insured and upon request will provide a copy of its Certificate of Insurance. Workers’ Compensation insurance is maintained in full compliance with Florida law.

19. **Notification.** The Licensee, or its designee(s), shall notify all of its officers, employees, contractors, agents, or guests who will use the Licensed Property of the terms of this License and that they are required to comply with all applicable terms of this License if they enter the Licensed Property.

20. **Non-Discrimination.** The Licensee, for itself and its officers, employees, contractors, agents, and guests agrees that:

a. No individual on the grounds of race, sex, color, religion, age, or national origin may be excluded from participation in, denied the benefits of, or be otherwise discriminated against in the use of the Licensed Property.

b. No individual on the grounds of race, sex, color, religion, age, or national origin may be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the construction of any improvements at the Licensed Property or in the furnishing of services in connection with the use of the Licensed Property by the Licensee.

c. That the Licensee shall use the Licensed Property in compliance with the regulations in 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964.

21. **Designation of Licensor’s Principal Representative.** The Licensee, or its designee(s), shall coordinate its use of the Licensed Property with the principal representative. The principal representative, Andrew Bobick, can be contacted at telephone number (305) 278-6749. Any deviations from this License must be pre-approved by Patricia Dixon, Realty Specialist, (305) 278-6769.

22. **Revocation.** This License is revocable at will by the Licensor. The revocation is effective upon receipt of written notification to Licensee.

23. **Assignability.** This License is neither assignable nor transferable by the Licensee.

24. **Entire Agreement.** This License constitutes the only agreement between the Licensor and Licensee. Any prior understanding or representation of any kind, which preceded the date of this License, are not binding on either party, except to the extent the understandings are incorporated into this License.
25. **Signature Authority.** The undersigned employee of the United States of America hereby attests that said employee has the authority to enter into this License on behalf of the United State of America, acting by and through the United States Coast Guard. The undersigned has no interest, direct or indirect in the property contained in this License. The undersigned executes this License in compliance with all known statutes, regulations, Executive Orders, management and budget circulars, Commandant Instructions and Department policies.

For the Licensor: ______________________________ Date ________________________

Patricia M. Dixon  
Realty Specialist  
(305) 278-6769

For the Licensee: ______________________________ Date 9/27/05  
Sandra Flake  
Provost  
850-474-2035

[Stamp: APPROVED AS TO FORM AND LEGALITY]

UWF ATTORNEY