

**UNITED STATES COAST GUARD
PERMIT
TO
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AT
COAST GUARD AID TO NAVIGATION
LITUYA BAY ENTRANCE RANGE FRONT LIGHT**

THE COMMANDANT OF THE COAST GUARD, hereinafter referred to as "Grantor," hereby grants, in accordance with 14 U.S.C. § 93(a)(14), to the Department of the Interior, National Park Service, hereinafter referred to as "Grantee," a Permit, revocable at will by Grantor. This permit grants to Grantee the privilege of using certain property located at the Coast Guard aid to navigation Lituya Bay Entrance Range Front Light (Latitude 58° 37' 35.64" N, Longitude 137° 39' 28.69" W), as shown on Exhibit "A," attached hereto and made a part hereof, hereinafter referred to as "Premises." The specific use to which the Premises may be put are more fully described in Article 11. Grantor and Grantee, when referred to together, are hereinafter referred to as the "Parties," and may be referred to in the singular as a "Party."

THIS PERMIT is granted subject to the following conditions.

1. **Term.** This Permit shall be effective beginning on October 1, 2017, and shall expire without further notice on September 30, 2022, unless sooner terminated or revoked by Grantor or cancelled by agreement of the Parties. The obligations of Grantee under this Permit regarding remediation of environmental contamination and removal of any structures, facilities, and equipment installed or owned by Grantee, shall remain in effect after the expiration, cancellation, revocation, or termination of this Permit unless otherwise agreed to by the Parties.

2. **Consideration and Costs.** Use of the premises is at no cost to the Grantee.

3. **Correspondence.** All correspondence to be sent and notices to be given pursuant to this Permit shall be addressed, if to Grantor, to Commanding Officer, U.S. Coast Guard, Civil Engineering Unit Juneau, P.O. Box 25517, Juneau, Alaska 99802-5517, and, if Grantee, to National Park Service, Southeast Alaska Inventory and Monitoring Network, Glacier Bay Field Station Office, 3100 National Park Road, Juneau, Alaska 99801, or as from time to time otherwise be directed by the Parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited, postage prepaid, and postmarked in a post office regularly maintained by the United States Postal Service.

4. **Access.**

a. The use, operation, and occupation of the Premises is subject to the general supervision and control of the Installation Commander, or Commander's duly authorized representative, hereinafter referred to as "said Officer."

b. In accepting the privileges and obligations established hereunder, Grantee recognizes that the Installation services homeland security and that Grantor will not permit the use,

operation, and occupation of the Premises to interfere with the Installation's mission. Access to the Installation is subject to the control of its Commanding Officer and is governed by such regulations and orders as have been lawfully promulgated or approved by the Secretary of Homeland Security, Commandant of the Coast Guard, or by any designated commander. Any access granted to Grantee, its officers, employees, contractors of any tier, agents and invitees is subject to such regulations and orders. This Permit is subject to all regulations and orders currently promulgated or which may be promulgated by lawful authority as well as all other conditions contained in this Permit.

c. Said Officer may enter upon and into the Premises with or without notice for the purpose of ensuring compliance with the terms and conditions of this Permit.

5. Termination and Revocation.

a. This Permit may be terminated, in whole or in part, by Grantor for failure by Grantee to comply with the terms of the Permit. Termination in accordance with this Article 5 shall create no liability on the part of Grantor for Grantee's capital costs, costs of construction, installation, maintenance, upgrade, and removal of facilities, transportation, or relocation, and such costs shall not be recoverable from Grantor.

b. This Permit may be revoked at will by the Grantor. Such revocation may only be directed by the Commandant of the Coast Guard who may delegate such authority to the Commanding Officer, U.S. Coast Guard Civil Engineering Unit Juneau.

c. If any part of the Lituya Bay Entrance Range Front Light is determined to be excess to the needs of the Grantor, this Permit may be terminated.

6. Condition of the Premises. Grantee has inspected and knows the condition of the Premises. It is understood that the Premises are granted in as "as is, where is" condition without any warranty, representation, or obligation on the part of Grantor to make any alterations, repairs, improvements, or corrections to conditions or to defects whether patent or latent.

7. Protection of Premises. Grantee shall, at all times, protect, repair, and maintain the Premises in good order and condition at its own expense and without cost or expense to Grantor. Grantee shall exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft, weather, contamination, or other causes related to Grantee's activities. Any property on the Premises damaged or destroyed by Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by Grantee to the satisfaction of said Officer.

8. Coast Guard Property. Any interference with the use of, or damage to, or destruction of property under the jurisdiction, custody, or control of Grantor incident to the exercise of Grantee's privileges herein granted shall be promptly corrected by Grantee to the satisfaction of said Officer. If Grantee fails to promptly repair or replace any such property, said Officer may repair or replace such property and Grantee shall be liable for the costs of such repair or replacement. Grantee agrees to reimburse Grantor for Grantor's reasonable actual costs resulting from Grantor's inability to utilize such property during the repair or replacement period.

9. Restoration of Premises.

a. On or before the date of expiration, cancellation, revocation, or termination of this Permit, Grantee shall vacate the Premises, remove its property therefrom, and restore the Premises to their original condition, less fair wear and tear. Grantor may, in its sole and absolute discretion, consent to Grantee abandoning all or part of its property and improvements on the Premises, but such consent must be unequivocal and in writing. Restoration of the Premises, for purposes of this condition, shall include any remedial, removal, or corrective action necessitated by the requirements of the Comprehensive Environmental Response, Compensation, Liability Act of 1980 (CERCLA) or the Solid Waste Disposal Act (SWDA), or similar state laws applicable to the Premises; fair wear and tear does not extend to anything necessitating a remedial, removal, or corrective action. Said Officer may, if said Officer determines there to be no detriment to the Grantor, consent to Grantee removing its property and restoring the Premises after the expiration, cancellation, revocation, or termination of this Permit. Upon removal of all of its property, Grantee will arrange with the Local Coast Guard Representative for a final inspection of the premises. If Grantee fails to perform any required removal and restoration in a timely manner as determined by said Officer, Grantor may perform the required removal and restoration in Grantee's place and Grantee shall reimburse Grantor its costs of removal and restoration.

b. To the extent that this Permit is a continuation or follow-on permit to previous permits for essentially the same premises and for essentially the same purpose, the term "Original Condition" as used in Article 9.a. shall apply as though it took effect at the beginning of the original use of the Premises by Grantee, including Grantee's predecessors in interest.

10. Alterations of the Premises.

a. Any and all alterations, additions, construction, installation, maintenance, and repair of any type whatsoever must comply with this Permit. Grantee shall make no alterations of the Premises without the prior written consent of said Officer. Consent by Grantor will not be unreasonably withheld. Said Officer may in said Officer's discretion grant blanket approvals in advance of certain specified categories of work.

b. Said Officer may, in granting consent to Grantee's alterations, impose such additional conditions as said Officer deems necessary.

c. If Grantee's property located on the Premises intrudes into airspace subject to regulation under the Federal Aviation Regulations or their Coast Guard counterparts, such property shall be operated, constructed, installed, repaired, and maintained in conformance with such regulations.

11. Use of the Premises/Purpose. Grantee's use of the Premises is for the installation, operation, and maintenance of the weather monitoring equipment, as shown in Exhibit "B," as part of the National Park Service's Southeast Alaska Network (SEAN) Inventory and Monitoring Program. Grantee is responsible for all utility costs associated with its use of the premises. The site will only be used to conduct Grantee's official mission.

12. Environmental Compliance. In its activities under this Permit, Grantee shall comply with all applicable environmental requirements. Grantee shall comply with all permits issued for Grantee's installation and operation. Any fines, penalties, or charges of any kind levied against the Grantor which are based on the violation of a permit shall, if such violation is the result of

actions of Grantee, be paid by Grantee. In those cases where a fine, penalty, or charge is attributable to the actions of other entities besides Grantee, Grantor shall apportion the liability for the fine, penalty, or charge between those entities whose actions generated the fine, penalty, or charge. Grantor's apportionment shall be final and conclusive on Grantee. Grantor may pay any fine, penalty, or charge levied against Grantor based on such violation in order to meet mandatory response time but Grantee shall reimburse Grantor for such payment to the extent Grantee is responsible under this Article.

13. Transfer/Assignment. This Permit shall be neither assignable nor transferable by the Grantee.

14. Tort Claims. The Grantee, in the manner and to the extent provided for by the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680, as amended) shall be liable for and hold the Grantor harmless from third-party claims for damage or loss of property, personal injury or death caused by the acts or omissions of the Grantee, its officers, employees, agents or contractors in the use of the Premises. Grantor will forward to Grantee's claims office tort claims filed with the Grantor which arise from or relate to actions or omissions of the Grantee in connection with its use of the Premises. Grantor will process claims alleging facts indicating joint or shared liability on the part of the Grantee and the Grantor. The Grantee will cooperate with the Grantor to ensure the fair and expeditious processing of such claims.

15. Anti-Deficiency Act (31 U.S.C. § 1341, as amended). Nothing in this Permit shall constitute an obligation of funds of the United States in advance of an appropriation thereof.

16. Environmental Baseline. Grantor has determined that an environmental baseline survey is not required for this Permit. NEPA documentation has been prepared covering Grantee's use and a Categorical Exclusion (CATEX) has been issued.

17. Amendments. This permit may only be modified or amended by the written agreement of the Parties, duly signed by their authorized representatives.

18. Special Provisions.

a. Grantee is responsible for all costs, including but not limited to utility services, associated with the operation and maintenance of its equipment and its facilities covered by this Permit.

b. Grantee has inspected the premises and knows the condition thereof, and it understands that the same are permitted as is and where is, without any representation or warranty whatsoever, and without obligation on the part of the Grantor to make any alterations, repairs, or additions thereto.

c. Grantee shall prepare a listing adequately identifying Grantee's representatives connected with the exercise of the privilege herein granted. Such listing shall be kept current and provided to the Local Grantor Representative, Engineering Petty Officer, Coast Guard Aids to Navigation Team Sitka, at (907) 966-5410.

d. If Grantee's equipment causes interference to any of Grantor's equipment or operation, it shall be the sole responsibility of the Grantee to correct any interference problems, or cease their operation and, at their own expense, remove all equipment.

e. Grantee's equipment or fixtures shall not in any way pose any hazard to life, health, or safety.

f. Grantee shall exercise due diligence to prevent injury to persons and damage to property on any improvements and other real and personal property of the Grantee located thereon against fire, vandalism, or other damage.

g. Grantee shall protect the Government's interest by including hold harmless provisions when contracting with third parties.

h. Grantee shall at no time permit or allow its personnel to conduct any activities while on the installation that involve the solicitation of funds for private or commercial interests, including fund raising for nonprofit organizations and causes; bring onto or possess, use, solicit, transfer, or sell any controlled substances on the installation, or bring any alcoholic beverages onto the installation.

i. Grantee must obtain permission from Grantor for all equipment modifications, frequency changes, or additions, and to install any new equipment.

19. Notice of Potential Hazards. Grantee shall advise its officers, employees, contractors, agents, and guests and the participants in its activities of any potential hazards.

20. Entire Agreement. It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Premises by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth herein.

IN WITNESS whereof, I have hereunto set my hand by authority of the Commandant of the Coast Guard, this _____ day of October, 2017.

DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

**MICHAEL
BOWER**
By _____
Michael Bower
Program Manager

Digitally signed by
MICHAEL BOWER
Date: 2017.10.16 09:41:24
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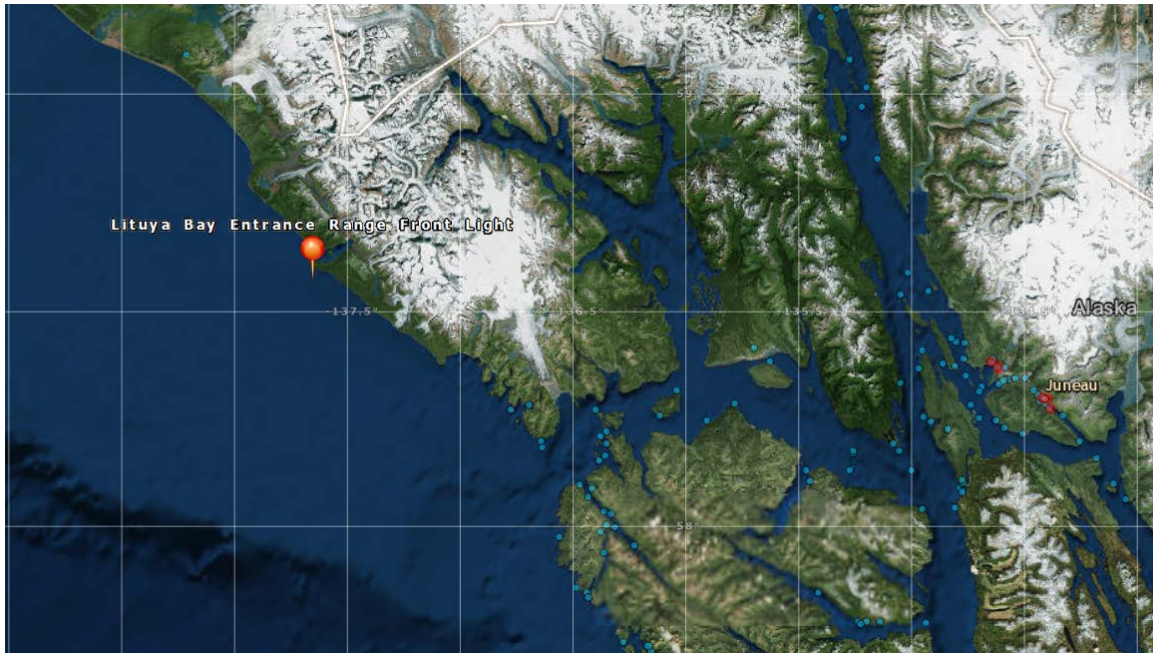
UNITED STATES OF AMERICA,
By the Commandant of the Coast Guard

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Real Estate Contracting Officer
U.S. Coast Guard

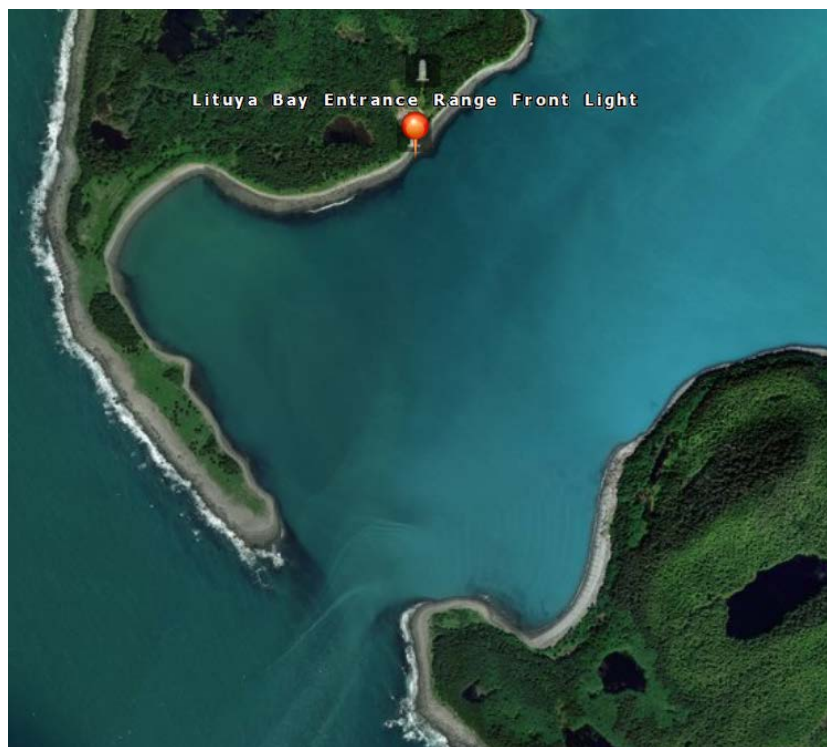
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EXHIBIT "A"

LOCATION OF PREMISES



Lituya Bay is located in Glacier Bay National Park in Southeast Alaska



Premises is Lituya Bay Entrance Range Front Light at location shown above

EXHIBIT “B”**NATIONAL PARK SERVICE EQUIPMENT LIST
AND INSTALLATION**

ITEM	SIZE (IN)	WEIGHT (LBS)
Wind sensor	15 x 15 x 27	4
Temperature and relative humidity sensor w/ radiation shield	5 x 5 x 5	2
Solar radiation sensor w/ mounts	2 x 3 x 3	1
Precipitation gauge	11 x 8 x 8	3
Snow depth sensor	3 x 3 x 5	2
Equipment enclosure	17 x 16 x 10	22
Battery box w/ three 12V batteries	14 x 14 x 24	210
Solar panel (65W)	20 x 40 x 2	15
Satellite antenna	13 x 6 x 6	1



View of front (seaward) marker at Lituya Bay showing support structure and existing equipment.



View of front (seaward) marker at Lituya Bay with approximate installation locations of proposed weather monitoring equipment. Sensors visible from this viewing angle include solar radiation, precipitation, temperature/relative humidity, and soil temperature. Additional power and communications equipment including a solar panel, satellite antenna, and equipment enclosure are also visible from this viewing angle.



Alternative view of front (seaward) range marker at Lituya Bay, showing proposed wind and snow depth sensors mounted to a bar or pipe that extends out beyond the side of the range marker. An additional battery box that would be located alongside an existing battery box on the structure platform is also visible from this viewing angle.