Capt. Michael Catham 259-5941 September 14, 1983 F/SWC2:GHB Commanding Officer Det 1, 15 ABW (PACAF) Bellows Air Force Station Hawa11 96853 Dear Sir: I am writing to request renewal of the attached "use license" which grants entry to Bellows Air Force Station to periodically tag green sea turtles. Please note my new affiliation with the National Marine Fisheries Service, as shown on the letterhead. Thank you for your assistance. Sincerely, George H. Balazs Wildlife Biologist bc: Balazs HL GHB:iht

LICENSE

FOR THE USE OF REAL ESTATE

APPROPRIATE HEADQUARTERS HEADING

Det 1, 15 ABW (PACAF) Bellows AFS, Hawaii 96853

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1	_Pages

ISSUED TO (Name and address of licenses)

Mr. George H. Balazs

Hawaii Institute of Marine Biology, Univ. of Hawaii

P. O. Box 1346, Kaneohe, Hawaii 96744

FOR PERIOD BEGINNING

1 Nov 82

30 Apr 83

PROPERTY AND LOCATION AS SHOWN ON EXHIBIT, ATTACHED HERETO AND MADE A PART HEREOF: (Describe to include Building Number, Square Footage, Use and Installation Designation and PIN.)

Access roads and coastal shores within the confines of Bellows AFS, Hawaii.

LICENSE LIMITED TO FOLLOWING USE:

Conducting a survey and research on the Green Sea and Hawksbill Sea Turtles in Hawaiian waters.

REVOCABLE AT WILL BY (Appropriate Commander)

Commander, Bellows AFS, Hawaii (PACAF)

THIS LICENSE is granted subject to the following provisions and conditions:

- 1. Issued without charge except as may be provided elsewhere
- That the exercise of the privileges hereby granted shall be without cost or expense to the United States; under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, and aubject also to such regulations as may be prescribed by him from time to
- 3. That any property of the United States damaged or destroyed by the licensee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the licensee to the satisfaction of the said officer, or in lieu of such repair or replacement the licensee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of government property.
- 4. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the excercise of the privileges herein granted, or for damages to the property of the licensee, or for injuries to the person of the licensee or for damages to the property or injuries to the person of the licensee's officers, agents, servants or employees or others who may be on said premises at their invitation or the invitation of any one of them arising from United States governmental activities on the said premises, and the licensee shall hold the United States harmless from any and all such claims.
- 5. That on or before the date of expiration of this license or its relinquishment by the licensee, the licensee shall vacate the said government premises, remove all property of the licensee therefrom, and restore the premises to a condition satisfactory to the said officer, damages beyond the control of the licensee and due to fair wear and tear expected. If, however, the license is revoked, the licensee shall vacate the premises, remove said property therefrom, and restore the premises as aforesaid within such time as the issuing authority may designate. In either event, if the licensee shall fail or neglect to remove said property and so restore the premises, then, at the option of the issuing authority said property shall either become the property of the United States without compensation therefor, or the issuing authority may cause the property to be removed and the premises to be restored at the expense of the licensee, and no cleim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

ADDITIONAL PROVISIONS AND CONDITIONS (If applicable)

- 1. Access is limited to daylight hours primarily; however, licensee may remain overnight occasionally as long as survey is not conducted within the cottage areas.
- 2. Launching and recovery of inflatable boat and SCUBA operations is authorized.
- 3. Storage of any equipment on Bellows AFS is not authorized.
- 4. Current Scientific Collecting Permit from State of Hawaii is required before entry onto Bellows AFS is granted.
- 5. Contact Bellows Security Police (259-5934) prior to each entry.
- 6. Licensee will keep transiting through the cottage areas to a minimum, and will not disturb cottage resident when transiting cottage areas for access to beachfront

IN WITNESS WHEREOF I have hereunto set my hand

JAMES T. SCHULTZ, Major, USAF

(Appropriate Commander)

November THIS

82

THE ABOVE INSTRUMENT, TOGETHER WITH THE PROVISIONS AND CONDITIONS THEREOF IS HEREBY ACCEPTED.

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(Signature and/or Seal)