

U.S.C. 136(b), 2671-2680, or the Military Claims Act (MCA), 10 U.S.C. § 2733, as appropriate, the United States is liable for personal injuries and property damage 'caused by the negligent or wrongful act or omission' of its employees while acting within the scope of their employment' under circumstances where the United States, if a private person, would be liable to claimant in accordance with the law of the place where the act or omission occurred. In no case will the Government's liability exceed that allowable under applicable law, including the FTCA and MCA.

b. Licensor Liability to the Government. Government representatives will inspect and evaluate the suitability and safety of the property for the proposed training purposes. The Government acknowledges that the premises may contain hazardous conditions. The Licensor shall not be responsible or liable for injuries to Government personnel or damage to government property when such injuries or damage are caused by or result from the Government's use of the property and are not due to the negligence of the Licensor.

7. **DAMAGES**. The Government agrees to return the property to the Licensor in substantially the same condition it was in prior to the training event, unless otherwise agreed upon. If any action of the Government's employees or agents in the exercise of this License results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein. Licensor agrees to notify the Government of any damage to the premises resulting from the Government's use under this License Agreement, beyond that discussed by the parties, within five (5) days of the expiration of the period outlined in paragraph 3, above. Notification for damages under this license agreement should be directed to the following:

a. Local Government POC as listed in the Joint Survey and Inspection Report.

b. 160th Special Operations Aviation Regiment (Airborne), ATTN: Regiment Judge Advocate, 7298 Nightstalker Way, Fort Campbell, KY 42223.

c. In accordance with the FTCA or MCA as indicated in 7a. above, if required.

d. brady.a.demarest.civ@socom.mil.

8. **SECURITY**. Licensor agrees not to enter or grant permission to others to enter onto the area of the premises to be used for training, during the period of training following the notification by the Government, in accordance with paragraph 3 above, without prior permission of the Government. Licensor consents to the Government's placement of guards at various points to prevent observation and participation in the training by persons not authorized to do so. Licensor may, however, enter the training area at any time to provide notice of revocation of this license. At all times, a Department of Army Public Information Officer will be available to the Licensor to receive unsolicited public inquiry encountered by Licensor. The Licensor will not accept, answer, or be a representative to public inquiry concerning the training activities listed in the above paragraph five (5).

INITIALS:

WHO
LICENSOR

DEMAREST
BRADY
ALAN 109
822057
6
GOVERNMENT

9. **FACSIMILE.** The parties agree that a facsimile of this license bearing the signatures of the parties' representatives is valid for all purposes.

10. **NOTICES.** Any notice of modification of the terms of this license shall be in writing signed by a duly authorized representative of the party giving such notice.

Notices by the Government shall be addressed to the Licensor as follows:

ATTN: Monique Odom, 2565 Park Plaza, Nashville, TN 37203, (615) 862-8400

or by email to: monique.odom@nashville.gov

Notices by the Licensor shall be addressed to the Government as follows:

US Army Corps of Engineers, Baltimore District
Real Property Services Field Office, ATTN: Chief, Realty Services Branch
P.O. Box 548
Annapolis Junction, MD 20701-0508

or by email to: brady.a.demarest@socom.mil

Any notice under the terms of this License may be given by "Certified Mail Return Receipt Requested" or any other appropriate method, to include official email, and delivery or attempted delivery shall be deemed notice under the terms of this lease. Notices shall be effective the date of mailing, or documented sending.

11. **CONSENT TO ELECTRONIC SIGNATURES.** Pursuant to the Uniform Electronic Transactions Act and the federal E-SIGN Act, each of the undersigned ("Signatory") agrees that any and all signatures required on this License required or permitted to be given herein may be in electronic form ("Electronic Signature"). Any Electronic Signature submitted shall constitute a representation by the Signatory that (i) his/her signature is authentic, (ii) the Signatory has the authority to execute such record, and (iii) the Electronic Signature is binding on the Signatory.

12. **IMAGERY.** The Licensor grants permission to the Government to collect overhead imagery in support of training activities. This collection will not be used to support local, state, or Federal law enforcement investigations. The Government will destroy the data following the completion of training activities.

THIS LICENSE IS NOT SUBJECT TO 10 USC § 2662

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

INITIALS:  _____
LICENSOR GOVERNMENT

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date written below.

LICENSOR
MONIQUE ODOM

LICENSEE
THE UNITED STATES OF AMERICA

BY: *Monique Odom*
Name: Monique N. Odom
Title: Director of Parks
Date: 4/20/21

BY: DEMAREST.B Digitally signed by
RADY.ALAN DEMAREST.BRADY.
1093333051 ALAN.1093333051
Date: 2021.04.14
20:49:07 -04'00'
BY: _____
Brady A. Demarest
Real Estate Contracting Officer
Date: _____

APPROVED AS TO THE
AVAILABILITY OF FUNDS:
KEVIN CRUMBO

APPROVED AS TO FORM AND LEGALITY:
MACY AMOS

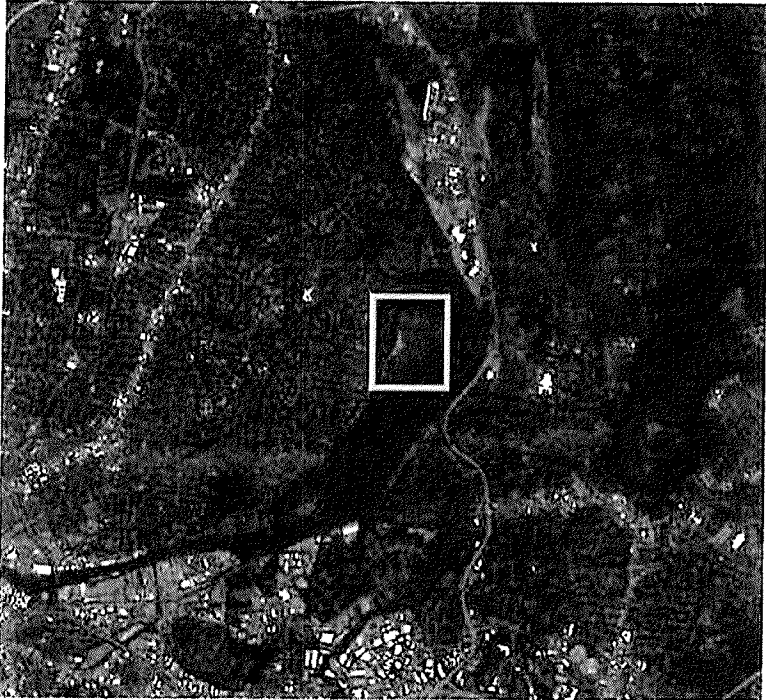
BY: *Kevin Crumbo / MJA*
Name: Kevin Crumbo
Title: Director, Department of Finance
Date: 5/4/21

BY: *Macy F. Amos*
Name: Macy Amos
Title: Assistant Metropolitan Attorney
Date: April 19, 2021

INITIALS: _____ & _____
LICENSOR GOVERNMENT

DEMAREST.B
RADY.ALAN
1093333051
ALAN.1093333051
Date: 2021.04.14
20:49:07 -04'00'

Exhibit A Aerial view



Cornelia Fort: 1199 Shadow Ln, Nashville, TN 37206
36°11'18.5"N 86°42'06.1"W (16S EF 26815 04895)



INITIALS *MHO* & DEMANES COMPANY
T. BRADY, CHAIRMAN
ALAN HIGLEY, PRESIDENT
LICENSOR GOVERNMENT