

DEPARTMENT OF THE ARMY
NO COST LICENSE FOR REAL PROPERTY USE
1414 County Hospital Road /Metro Gov't M Hospital & Home / Nashville, TN 37218
LIC# 700 / MARFORSOC G-7 / TN
Parcel IDs: 08000003500 / Lat./ Long: 36.178260 / -86.841376 // Grid: 16S EF 14264 03732

1. **LICENSE**. Pursuant to the authority contained in 10 U.S.C. §2663, this **LICENSE**, is made and entered between representative Metro Gov't M Hospital & Home, Nashville, TN hereinafter called the Licensor, whose address is: 1414 County Hospital, Nashville, TN 37218 and representing the large hospital and open fields for landing aircraft and outside buildings association access to property and **THE UNITED STATES OF AMERICA**, hereinafter called the Government. The Licensor and the Government may be referred to jointly as the "Parties," and each separately as a "Party."

The Parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. **REVOCABLE LICENSE**. The Licensor hereby grants a revocable license to enter and upon the lands and premises hereinafter described in the attached **EXHIBIT "A"**, to conduct realistic military training. The Licensor agrees to make their best effort to provide the Government with forty-eight (48) hours' notice of revocation.

3. **TERM**. This license shall cover the time for two iterations of training beginning: 1. 18 – 19 May 2025 between the hours 6 pm to 2 am. 2. 01 – 02 Jun 2025 between the hours of 6 pm to 2 am. We will provide the landowner/property manager with written 60 and 30-day notice and verbal confirmation of the training event 24 - 48 hours and 4 hours prior to the actual use of the property, along with a 24-hour notification door-to-door campaign to the residents of Bordeaux Hills-River Meadows neighborhood.

4. **COMPENSATION**. Licensor provides this license to the Government at **no cost**.  Initial

5. **SCOPE OF TRAINING ACTIVITIES**. The realistic military training event may include, but is not limited to the following:



Activities: SUAS Training (Drones), Foot Movement of troops, Personnel Recovery, Direct Action Training, Reconnaissance Training, Landing of Military Aircraft.

Special Agreements between representatives of the Government and Licensor:

-Landowner/signatory grants overflight permission of Small Unmanned Aircraft Systems (SUAS) for the purposes of incorporation into the overall training environment of United States Marine Corps Forces Special Operations Command (MARFORSOC).

-The landowner/signatory grants permission to launch and recover SUAS within the boundaries of their property for the purposes of incorporation into the overall MARFORSOC training environment.

-Any collection of visual imagery over the signatory's property will be handled and destroyed in a timely fashion in accordance with available orders and directives.

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The specific training activities that will be conducted pursuant to this License agreement will be discussed and agreed to between Licensor and the Government during the walkthrough, described in paragraph 6, below.

6. JOINT SURVEY AND INSPECTION. Prior to the Government's use of the premises under this license, representatives of the Government and Licensor will conduct a joint survey and inspection of the premises to observe the general condition of the buildings or facilities, open areas and to discuss any required preparations, the scope of training activities, and likely repairs by the Government, if any, that may be necessary because of the training.

The Government will enter the properties by military means: tactical aircraft, vehicles or foot movement wearing military uniforms and using military weapons. Role players will be placed in and around the properties/facility to serve as opposing forces. MARFORSOC may use the property as a temporary training site or raid site allowing military units to conduct a raid on the facility using paint rounds and conduct room clearing practices.

The properties will not be altered in any way, unless authorized by this **License**. Properties referred to as: abandon hospital, parking lot, with multi small buildings and shelters outside end the main building and located inside the fence in area. Open areas of driveways and concrete pads, some area may be clear open enough to land a helicopter or Osprey aircraft and any other grounds pertaining to Metro Gov't M Hospital & Home, Nashville, TN hereinafter called the Licensor, whose address is: 1414 County Hospital Road, Nashville, TN 37218



Military issue weapons set up for simulations situations (paint round only), blank ammo for role players and larger vehicles, SESAMS (Paint Rounds), Pyro, Breaching (demo or mechanical on training door provide by MARFORSOC).

Should Licensor elect not to participate in the inspection, the Government will attach the memorandum to this license. After the training event, representatives of the Government and Licensor will conduct a second inspection to discuss cleanup and repair issues, if any. The Joint Survey and Inspection report will be made a part of the License and attached for future reference. N/A

7. LIABILITY. (City of Nashville and Metro PD members will not be held responsible for any injury during training events.)

a. Government Liability to Licensor or Third Parties. The Federal Government is self-insured as to any insurance requirements under this License. Pursuant to the Federal Torts Claim Act, 28 U.S.C. 1346(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

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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.

8. **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 later 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. U.S. Army Corps of Engineers, Savannah District
Attn: RE-A, 100 West Oglethorpe Ave., Savannah, GA 31401-3604

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

9. **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.

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

11. **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:
Metro Gov't M Hospital & Home
Real Estate Representative
1414 County Hospital Road
Nashville, TN 37218

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

US Army Corps of Engineers, Savannah District
Real Property Services Field Office,
ATTN: RE-A, 100 West Oglethorpe Ave.
Savannah, GA 31401-3604

or by email to: Jennifer.m.kearns@usace.army.mil.

Any notice under the terms of this License may be given by "Certified Mail Return Receipt Requested" or any other appropriate method, 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.

12. 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 Sublease 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.

This No Cost LICENSE is not subject to 10 USC § 2662.

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

LICENSOR

THE UNITED STATES OF AMERICA

BY:  10D2FEBB90E0445...



BY: 

Name: Licensor/Licensor Representative
Title: Real Estate Contracting Officer

Morgan Kearns
Real Estate Contracting Officer

Date: 4/25/2025

Date: 22 Apr 25

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