DEPARTMENT OF THE ARMY LICENSE FOR REAL PROPERTY USE

1. <u>LICENSE</u>. Pursuant to the authority contained in 10 U.S.C. §2661, this LICENSE, is made and entered into between the owner THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ACTING BY AND THROUGH THE PARKS DEPARTMENT, hereinafter called the Licensor, whose address is: 2565 PARK PLAZA, NASHVILLE, TN 37203, 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. <u>REVOCABLE LICENSE</u>. The Licensor hereby grants a revocable license to enter into, above, and upon the lands and premises hereinafter described in the attached **EXHIBIT "A"**, **AERIAL VIEW**, in order to conduct rotary wing military training. The Licensor agrees to make their best effort to provide the Government forty eight (48) hours' notice of revocation.
- 3. <u>TERM</u>. This license shall be for a term beginning June 30, 2020 ending January 01, 2025. No later than 24 hours prior to entry and actual use of the property, the land owner will be provided written or verbal confirmation of the training event and intent to use the property.
- 4. **COMPENSATION**. Licensor provides this license to the Government at no cost.

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5. **SCOPE OF TRAINING ACTIVITIES**. The realistic military training event may include, but is not limited to the following: MH-60Ms landing, hovering, and departing.

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 and to discuss any required preparations, the scope of training activities, and likely repairs by the Government, if any, that may be necessary as a result of the training. The Government will prepare a written memorandum to document the scope of the training activities, repairs that the Government will perform at the conclusion of the training event, and the results of the joint survey and inspection. Should Licensor elect not to participate in the inspection, the Government will attach the memorandum to this license. Subsequent to 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 hereto as **EXHIBIT "B"**.

6. LIABILITY.

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

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- 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. <u>Licensor Liability to the Government</u>. 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. <u>SECURITY</u>. 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).

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- 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

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date written below. **LICENSOR LICENSEE** MONIQUE ODOM THE UNITED STATES OF AMERICA DEMAREST.B Digitally signed by DEMAREST.BRADY. RADY.ALAN. ALAN.1093333051 1093333051 Date: 2021,04.14 20:49:07 -04'00' BY: Brady A. Demarest Real Estate Contracting Officer Date: APPROVED AS TO THE APPROVED AS TO FORM AND LEGALITY: **AVAILABILITY OF FUNDS: MACY AMOS KEVIN CRUMBO** BY: Macy F. Amos Name: Macy Amos

Title: Director, Department of Finance

Title: Assistant Metropolitan Attorney

Date: April 19, 2021

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)

