

DEPARTMENT OF THE ARMY LICENSE FOR LAND USE

1. License. This license is made and entered into this 6 day of February in the year 2024 by and between the Wendover Airport (KENV) management, whose contact information is, Lisa Dunn P.O. Box 159, Wendover, UT 84083, Phone 435-843-3360, specifically, the Department of Defense (DoD) as represented by United States Special Operations Command, hereinafter called the Government. Licensor is the owner of certain real property described in Paragraph 3 and the Attachment to this agreement and has all legal rights to sell, lease, and alienate such property in accordance with the law.

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

2. Revocable License. The Licensor hereby grants to the Government a revocable license for unlimited entry into and upon the lands and premises described in Paragraph 3, and in the Attachment, including all improvements and buildings located on said property, to conduct military training.

3. Property Description. The lands or premises affected by this license are located Wendover Airfield, Wendover, UT 84083.

4. Term. This license shall be for a term beginning 4 March 2024 and ending 17 March 2024.

5. Compensation. Licensor provides this license to the Government at a cost of approximately 4000 gallons of fuel per day to the licensor.

6. Scope of Training Activities. The training event on 04 March 2024 should include the insertion of a Special Tactics Team (STT) with Air Traffic Control personnel via Airborne insertion onto Little Willy RWY26 DZ located on KENV property. Then move to the predesignated Mission Support Site (MSS) on the Northeast end of the Airfield. STT will establish communication with headquarters and establish internal security. Then STT will conduct Air Traffic Control duties from an advantageous location / approved location on the airfield.

The training event on 04 March 2024 should include the daytime or nighttime insertion of a STT to the KENV via airborne insertion. The STT will conduct Air Traffic Control duties from an advantageous / approved location on the airfield for military aircraft participating in a training exercise on KENV. The STT Air Traffic Control personnel will control military aircraft participating in the exercise only into and out of KENV airport. Capitalizing on reduced signature, the training will include moving and working with minimal support from larger military units.

Training may include radio communications between STT members on-site using standard military HF/VHF/UHF frequencies, as well as Satellite Communications to a Headquarters cell, which will be located at Cannon AFB, NM. Additionally, training may include M4 Carbine rifles; all members involved in the training will NOT use live ammunition at any point.

Scenario safeties will need access to the airfield on the training day before the STT arrives to establish the training site. These safeties, including medical personnel, will remain on-site for the training event. The safeties and scenario role players will ensure 24-hr security of the training site during the training event.

INITIALS: JAW & _____
LICENSOR GOVERNMENT

Any questions concerning the scope of training activities will be discussed and agreed to between Licensor and the Government during the walkthrough, described in paragraph 7 below. Additionally, the Licensor hereby consents to being observed during the said training activities for the purpose of instructing DoD exercise participants.

7. 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 property and any buildings, facilities, or improvements located thereon. The Government will describe 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 take photographs of the property to document the condition of the property prior to the training event, and as necessary, prepare a written memorandum to document repairs that the Government will perform at the conclusion of the training event, if any, and the results of the walkthrough. Subsequent to the training event, representatives of the Government and Licensor will conduct a second inspection to discuss cleanup and repair issues, if any.

8. Liability.

a. Government Liability to Licensor or Third Parties. The Government agrees to, at Government expense and at no expense to Licensor, return the property to the Licensor in substantially the same condition it was prior to the training event, excepting normal wear and tear associated with similar training. Additionally, Licensor and any other involved party maintain all rights and remedies available to claimant against the Government, including but not limited to provisions of the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2671-2680, and the Military Claims Act (MCA), 10 U.S.C. § 2733. The Government reserves the right to make reasonable repairs to the property in order to return it to the Licensor in substantially the same condition that existed at the start of the license. The right to make repairs should not be construed as a modification of the rights and obligations under the FTCA or MCA. 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. Licensor is not liable to the Government for damage or destruction of Government property or equipment, or injury or death of Government personnel, arising solely from the Government's use of the property described in Paragraph 3 pursuant to the terms of the license. Licensor makes no representation that the property is suitable for the contemplated training. Government representatives will inspect and evaluate the suitability and safety of the property for the proposed training.

9. Contract Damages to Property. Licensor agrees to notify the Government of any damage to the premises, beyond that discussed by the parties, within five (5) days of the expiration of the period outlined in paragraph 4, above. Failure to notify the Government within the five (5) day period constitutes a waiver of such damage claim. Any payments by the Government under this license are subject to the availability of funds for such purpose.

10. Security. Licensor agrees not to enter or grant permissions to others to enter onto the premises during a period of training without prior permission of the Government. Licensor consents to the

Government's placement of guards at various points to prevent observation of or interference with the training by unauthorized persons.

11. Licensor's Representation. Licensor makes no representation as to whether the premises are occupied or vacant. It is solely the Government's responsibility to determine and maintain the vacancy of the premises throughout the term of this license. Licensor represents only that neither Licensor nor any of his agents, contractors, or employees shall enter the premises during the period of this license without Government consent.

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

13. Revocation. Licensor may revoke this license by written notification. Such written notification should be sent to the Government at the address listed in Paragraph 14, and Licensor must allow for five (5) days' notice for the Government to vacate the property.

14. Any notice, to include notice of revocation, under the terms of this license shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Licensor of Wendover Airport, Wendover, UT, and if given by the Licensor shall be addressed to Air Force Special Operations Command Emerald Warrior, Hurlburt Field, FL.

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

James A Welch
LICENSOR
Printed Name: James A Welch
Date: 2/6/2024

THE UNITED STATES OF AMERICA

BY: _____
Printed Name: ALLEN, DAVID W. II
Rank/Service: LTC/USAF
Authority:
Date:

Attachment:
Property Description