

UNITED STATES OF AMERICA LICENSE FOR REAL PROPERTY

This License Agreement (“License”) by and between **Broward County**, a political subdivision of the State of Florida, hereafter called the **Licensor**, whose address is **115 South Andrews Ave, Suite 409, Fort Lauderdale, FL 33301**, and the UNITED STATES OF AMERICA, hereinafter called the **Licensee**, under the authority of Title 10, United States Code, Section 2661, is effective on the date it is fully executed by the parties.

1. **REVOCABLE LICENSE**. **Licensor** grants to the **Licensee** the exclusive right to enter into, above, and upon the lands and premises described in paragraph 9 below at any time during pre-coordinated training events within the period of **\_15 Feb 2025\_** through **\_18 Feb 2025\_**, in order to conduct field exercises and maneuvers, on the terms and conditions stated herein.
2. **COMPENSATION**. The **Licensor** shall grant this license to the **Licensee** at no cost.
3. **SCOPE OF TRAINING ACTIVITIES**. The training event may include the use of live and training munitions, including simunitions (paint balls), small explosive breaching charges used to enter buildings and quick, tactical movement of soldiers in and around the property, noise making distraction devices, room entry and clearance, building climbing, and the use of rotary and fixed wing aircraft. The specific training activities that will be conducted pursuant to this License will be discussed and agreed to between the **Licensor** and the **Licensee** during the walkthrough, described in paragraph 4, below.
4. **WALKTHROUGH**. Prior to the **Licensee**'s use of the premises under this License, representatives of the **Licensee** and **Licensor** will conduct a walkthrough of the premises to observe the general condition of the building and to discuss required preparations, the scope of training activities, and likely repairs by the **Licensee**, if any, that may be necessary as a result of the training. Subsequent to the training event, representatives of the **Licensee** and **Licensor** will conduct a second walk-through to discuss cleanup and any repairs necessary to restore the premises to the same condition it was prior to the training event. Any necessary cleanup and repairs shall be conducted by **Licensee**, at **Licensee**'s sole expense, as further described in paragraph 5, below. The attached Walk-through/Waiver addendum sets forth the particulars of the initial walk-through conducted by representatives of **Licensee** and **Licensor** and is incorporated herein by this reference.
5. **LIABILITY**. The **Licensee** is responsible, under the terms of the Federal Tort Claims Act (FTCA), 28 U.S.C. 1346(b), 2671-2680, or the Military Claims Act (MCA), 10 U.S.C. § 2733, as applicable, to **Licensor** and any third parties for any injury to persons or damage to property proximately caused by the acts or omissions of **Licensee** employees acting within the scope of their employment. The **Licensee** agrees to return the property to the **Licensor** in the same condition it was prior to the training event, unless otherwise agreed upon. The **Licensee** reserves the right to make repairs to the property that would return it to the condition that existed at the start of this License. The right to make repairs should not be construed as a modification of the rights and obligations under the

FTCA or MCA. **Licensor** or injured third parties may use the FTCA or MCA to recover losses caused as a result of the training exercise that are not repaired or compensated adequately by the **Licensee** using other means.

a. The FTCA provides a means of recovery for negligent acts by **Licensee** personnel. The MCA provides a means of recovery for damages or injuries caused by military personnel conducting non-combat activities, including training, that are not the result of negligent acts. In no case will the **Licensee's** liability exceed that allowable under applicable law, including the FTCA and MCA.

b. Liability to the Licensee. **Licensor** is not liable to **Licensee** for damage or destruction to **Licensee** property or equipment, or injury or death to **Licensee** personnel, unless negligence on the part of the **Licensor** causes said damage. **Licensor** makes no representation that the property is suitable for the contemplated training. **Licensee** representatives will inspect and evaluate the suitability and safety of the property for the proposed training. The **Licensee** acknowledges that these premises may contain hazardous conditions.

6. CONTRACT DAMAGES TO PROPERTY. **Licensor** agrees to notify the **Licensee** of any damage to the premises, beyond that discussed by the parties, within five (5) days after the expiration of the period outlined in paragraph 1, above. Failure to notify the **Licensee** within the five (5) day period constitutes a waiver of such damage claim.

7. SECURITY. **Licensor** agrees not to enter or grant permission to others to enter onto the premises during a period of training without prior permission of the **Licensee**. **Licensor** consents to the **Licensee's** placement of guards at various points to prevent observation and participation in the training by persons not authorized to do so.

8. LICENSOR'S REPRESENTATION. **Licensor** makes no representation as to whether the premises are occupied or vacant. It is solely the **Licensee'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 **Licensee** consent, except to revoke this License.

9. PROPERTY DESCRIPTION. The lands or premises affected by this License are located in the State of Florida, County or City of Broward, and are further described as:

**Markham Park Pistol Range / 16001 W State Rd 84, Sunrise, FL 33323**

**Port Everglades Administration Building / 1850 Eller Dr, Fort Lauderdale, FL 33316**

10. FACSIMILE. The parties agree that a PDF of this License bearing signatures of the Parties' representatives is valid for all purposes.

11. NOTICE.

a. Any notice under this License shall be in writing signed by a duly authorized representative of the party giving such notice.

b. If given by the **Licensee**, such notice shall be addressed to the **Licensor** at the address above or by email of a scanned document to [mcepero@broward.org](mailto:mcepero@broward.org) or by hand delivery. Notice is effective the day after the date of mailing, hand delivery to the **Licensor**, or transmission of e-mail.

c. If given by the **Licensor**, such notice shall be addressed to the **Licensee** at: P.O. Box 70660, Ft Bragg, N.C. 28307 by e-mail of a scanned document to [dannvrichardson115@gmail.com](mailto:dannvrichardson115@gmail.com), [engineeroperations@gmail.com](mailto:engineeroperations@gmail.com), or by hand. Delivery notice is effective the day after the date of mailing, hand delivery to the **Licensor**, or transmission of e-mail.

12. AGAINST CONTINGENT FEES. The **Licensor** warrants that no person or selling agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or a contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the **Licensor** for the purpose of securing business. For breach or violation of this warranty, the **Licensee** shall have the right to annul this License without liability therefore.

13. OFFICIALS NOT TO BENEFIT. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

14. TERMINATION. This License may be terminated by the County Administrator of Broward County, Florida ("County Administrator"), upon such notice as the County Administrator deems appropriate if the County Administrator determines that termination is necessary to protect the public health or safety. Termination under this section shall be effective on the date Licensor provides notice to the Licensee of such termination.

15. MODIFICATION. No Change or modification of this License shall be effective unless it is in writing and signed by both parties to this License.

16. DISPUTES CLAUSE.

a. All disputes arising under or relating to this License shall be resolved under the provisions of the Contract Disputes Act of 1978, as amended (41 U.S.C. §§601-613).

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b. The Parties shall proceed diligently with their performance of this License, pending final resolution of any request for relief, claim, appeal, or action arising under the License.

17. ENTIRE AGREEMENT.

a. This License contains all terms and conditions agreed to by the parties and no other verbal statement or conditions will be honored without an amendment to this License in writing as provided in Article 15, above. The failure of either party to insist on strict performance of any covenant or condition hereof or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition, or option in any other instance.

b. This License cannot be changed or terminated orally. The provisions of this License shall apply to, bind and inure to the benefit of **Licensors** and **Licensees**, and their respective heirs, successors, legal representatives and assigns of the parties hereto.

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

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

\_\_\_\_\_ day of \_\_\_\_\_ 2025

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

Approved as to form by the  
Office of the Broward County Attorney

By: \_\_\_\_\_  
Christina A. Price  
Senior Assistant County Attorney

UNITED STATES OF AMERICA

By:   
\_\_\_\_\_

Andrew J Leeman  
Government Representative

Phone: 910-643-5431  
Email: engineeroperations@gmail.com  
Address for notice:  
P.O. Box 70660  
Ft. Liberty, NC 28307

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**SUBJECT: Walk-through/Waiver**

1. As a result of the walk-through/waiver conducted on 13 December 2024 by representatives of the **Licensee** and the **Licensors**, the following agreements were made:

- a. Explosive door breaching: Authorized
- b. Mechanical door breaching: Authorized
- c. Explosive window breaching: Not Authorized
- d. Mechanical window breaching: Not Authorized
- e. Other breaching (vaults, roofs, etc.): Not Authorized
- f. Re-securing the building: Licensee is responsible for securing the building and maintaining the security of the building throughout the training events. Once training is complete a government/Licensee representative will return the keys to the owner or representative.
- g. Debris removal: Licensee will remove all debris associated with training.
- h. Climbing limitations: Not Authorized
- i. Off limits areas: All off-limits areas will be marked in accordance with standing operating procedures by placing an "X" with tape over areas designated "OFF-LIMITS" by the owner.
- j. Simunitions/paintballs: Authorized
- k. Flash bangs: Authorized
- l. Additional Points: Prior to conducting training a government representative for Licensee will contact, coordinate, and schedule use of the building with lessor for each proposed training event. At the completion of each training event, a representative for Licensors and Licensee will conduct a post training walk through and identify any damages caused by the training event.
- m. Helicopter landings: Authorized

Printed Name of **Licensors**:

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**Licensee Representative:**

Daniel Richardson  
