

**MANEUVER IN-LICENSE AGREEMENT
BETWEEN
BISBEE-DOUGLAS INTERNATIONAL AIRPORT
AND
UNITED STATES OF AMERICA
AMENDMENT 1**

In-License Amendment No.: USAF-ACC-FBNV-7-13-002

Date: 16 June 2018

WHEREAS, the County of Cochise, a political subdivision of the State of Arizona, Licensor, and the United States of America, Licensee, entered into that certain License No. **USAF-ACC-FBNV-7-13-002**, dated 16 June 2013 and terminated on 15 June 2018, to use and occupy the Premises, described and attached hereto. Licensor and Licensee do hereby agree to amend the Maneuver In-License to extend the term for five (5) years, commencing on 16 June 2018 through 15 June 2023.

WHEREAS, the Parties acknowledge that Licensee has continued to use and occupy the Premises since 15 June 2018; and

WHEREAS, this License continues to grant Licensor [the rights Licensee has under the License] in accordance with the terms **hereof**.

APPROVED:

UNITED STATES AIR FORCE

Tom Borer, Chairman
Cochise County Board of Supervisors

APPROVED:

MICHAEL R. DROWLEY, Colonel, USAF
Commander, 355th Wing

ATTEST:

Arlthe Morrison, Clerk of the Board

MANEUVER IN-LICENSE
BETWEEN
BISBEE-DOUGLAS INTERNATIONAL AIRPORT
AND
UNITED STATES OF AMERICA

License No: USAF-ACC-FBNV-7-13-002

Date: 3-12-13

FOR AND IN CONSIDERATION of the desire to assist the United States of America, in its military defense efforts, the undersigned, hereinafter called the LICENSOR, grants to the United States of America, hereinafter called the Government, at no cost, a maneuver license under the terms and conditions as follows: Non-exclusive use of lands identified below and described in Exhibit "A", attached map at Exhibit "B", and Environmental Baseline Survey at Exhibit "C".

LICENSOR grants the Government the right to enter upon the lands described in Exhibit A, hereinafter described ("the land") at any time within the following period: 16 June 2013 through 15 June 2018, in order to carry out recurring military training and operations on said lands by the 563rd Rescue Group (563 RQG), a tenant unit on Davis-Monthan Air Force Base.

Legal Description: Bisbee- Douglas International Airport, Cochise County, Arizona, Report of Survey Bk 4, Pg 8, Portions of Sec 27, 28, 32, 33, 34. All in Township 22 S, Range 27 E. Portions of Sec 3, 4, 5, 9, 10, all in Township 23, S. Range 27 E. Parcel 405-37-008B and 407-34-035C.

Site includes approximately 2,600 acres on the Bisbee-Douglas International Airport, Cochise County, Arizona. See attached map for location.

The purpose of the 563 RQG use is for military training and operations. Construction in connection with the use of this site is not required. The use of military equipment, including tracked wheeled vehicles, aircraft, aircraft flights and/or landings in and over this land may be involved as part of these military training operations. The property may be used for bivouac and logistical support. If required by Federal or state law, the Government has the right to conduct environmental studies on the land.

This license includes the right of ingress and egress on other lands of the LICENSOR not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.

All tools, supplies, equipment and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this license.

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, in its sole discretion, either repair such damage or make an appropriate settlement with the LICENSOR. In no event shall such repair imply that Congress will at a later date appropriate funds sufficient to meet any other deficiencies. The Government will hold and indemnify the LICENSOR (Cochise County) if there is a lawsuit due to their operations. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this license shall be needed to make a claim under applicable laws for any damages other than those provided herein.

The LICENSOR shall not be responsible or liable for injuries to person or damage to property when such injuries or damage are caused by or result from the Government's use of the premises under the terms of this agreement and are not due to the negligence of the LICENSOR.

If the user requests the use of any buildings, they are to coordinate this effort with the LICENSOR on a case-by-case basis.

This permit may be terminated by either party upon 30 days written notice.

Notice of Termination or Claims shall be mailed to the Government at the address noted below and to the LICENSOR at the address show hereon.

355 CES/CEAOR
3791 S. Third Street
Davis-Monthan AFB AZ 85707

SIGNATURE PAGE FOLLOWS

The parties hereto have hereunto subscribed their names as of the date first above written.

UNITED STATES OF AMERICA

By: K. Blanchard
KEVIN E. BLANCHARD, Colonel, USAF
Commander, 355th Fighter Wing

LICENSOR

BISBEE-DOUGLAS INTERNATIONAL AIRPORT

By: Ann English 3-12-13
Ann English, Chairman
Cochise County Board of Supervisors
1415 Melody Lane
Bisbee, Arizona 85603

Charles D. [Signature]
Witness

EXHIBIT A

LEGAL DESCRIPTION

Legal Description: Bisbee- Douglas International Airport, Cochise County, Arizona, Report of Survey Bk 4, Pg 8, Portions of Sec 27, 28, 32, 33, 34. All in Township 22 S, Range 27 E. Portions of Sec 3, 4, 5, 9, 10, all in Township 23, S. Range 27 E. Parcel 405-37-008B and 407-34-035C.

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