

LICENSE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2024 is made by and between WASHOE COUNTY (“Licensee”), and the REGIONAL TRANSPORTATION COMMISSION of Washoe County, Nevada (“Landowner”).

1. GENERAL.

1.1. Property. Landowner is the owner of certain land located in Reno, Washoe County, Nevada, more commonly known as APN 140-051-23, and of which is more particularly described on Exhibit “A” and shown on Exhibit “B”, attached hereto and incorporated herein by reference (the “Property”).

1.2. Entry. The Property hosts an emergency supplies Conex box container owned by Licensee, and licensee desires a location on the property for storage of the container and ingress and egress onto property for the purposes of accessing supplies from said container for emergency events (the “Entry”).

1.3. Consideration. In consideration for the Entry, Licensee shall be responsible for all costs and expenses related to ingress and egress of the Property.

2. ENTRY. Licensee is hereby granted the right and license to the Entry solely for the purposes and times described above. Licensee shall comply with all applicable permits, authorizations, laws, rules and regulations of local, state and federal governmental authorities and shall take every precaution to protect and safeguard the Property. Licensee shall be strictly liable for all claims of, all activities of, and compliance of, all contractors, vendors, material men, and other third parties involved with the Entry. Landowner makes no warranty or representation that any material or condition existing on the Property will be fit for Licensee’s intended use.

3. LIENS. Licensee shall pay when due all bills and amounts due for labor, services or materials provided for or incorporated in the Property for the work pursuant to the Entry. Licensee shall remove or cause to be removed within fifteen (15) days after recordation thereof any claims of mechanic’s or material men’s liens or other charges or encumbrances against the Property that arise from or relate to the Entry and the work.

4. TERM. This Agreement may be terminated at any time by Landowner in the event Licensee is in material default or breach of any provision hereunder that cannot be cured within a commercially reasonable period of time or in the event Licensee acquires alternate access rights to relocate the Conex Box to another location satisfactory to Licensee’s needs. This license may also be terminated by the Landowner if the Landowner sells the property or changes the use. Licensee may terminate this agreement at any time with 30 days written notice. Upon termination, Licensee shall remove emergency supplies Conex box container and any property owned by Licensee.

5. LIMITATION TO DESCRIBED PURPOSE. The license Area may be used by Licensee solely for the uses described herein. No permanent buildings or improvements, additions, alterations, or modifications of any kind, sort or nature, shall be made upon the herein Licensed Area. The licensed Area shall include an area of approximately 1,000 square feet 50’ x 20’ which

area will contain the Conex Box and a sand pile to be used in the event of an emergency for filling sand bags.

6. **INDEMNIFICATION.** Licensee agrees to save and hold harmless and fully indemnify RTC and its elected officials, officers, employees, and agents from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys' fees and defense costs incurred in any action or proceeding, arising out of the negligent acts or willful misconduct of Licensee, its employees, contractors, agents, officers, directors, and guests.

7. **LIMITED LIABILITY.** Licensee will not waive and intends to assert available defenses and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes. Contract liability of Licensee shall not be subject to exemplary or punitive damages.

8. **INSURANCE.** Licensee shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this section. Licensee may satisfy any insurance requirement with evidence of a formal self-insurance program.

7.1. **Commercial General and Umbrella Liability Insurance.**

Licensee shall maintain commercial general liability (CGL) written on ISO occurrence form CG 00 01 04 13 and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. The required insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

RTC shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to RTC.

7.2. **Automobile and Umbrella Liability Insurance.**

Licensee shall maintain automobile liability written on ISO form CA 00 01, CA 00 05, CA 00 25 or a substitute form providing equivalent coverage and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

7.3. **Workers' Compensation and Employer's Liability Insurance.**

Licensee shall maintain workers' compensation as required by statute and employer's liability insurance with limits of not less than \$1,000,000.

Licensee waives all rights against RTC and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Licensee pursuant to this Agreement. Licensee shall obtain an endorsement equivalent to WC 00 03 to affect this waiver.

8. MISCELLANEOUS.

8.1. Assignment. Neither this Agreement nor any rights or obligations of Licensee hereunder may be transferred, assigned or conveyed by Licensee without the written consent of Landowner, provided that Licensee may delegate performance of obligations hereunder to contractors or others performing the work on the Property. Said delegation shall not relieve Licensee of liability hereunder.

8.2. Survival of Covenants. Any of the representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination shall survive the termination and shall not be merged therein.

8.3. Waiver. Either party may specifically waive any breach of the terms and conditions hereof by the other party, but no waiver specified in this section shall constitute a continuing waiver of similar or other breaches of the terms and conditions hereof. All remedies, rights, undertaking, obligations, and agreements contained herein shall be cumulative and not mutually exclusive.

8.4. Attorney's Fees. Should either party employ an attorney or attorneys to enforce any of the terms and conditions hereof, or to protect any right, title, or interest created or evidenced hereby, the non-prevailing party in any action pursued in courts of competent jurisdiction shall pay to the prevailing party all reasonable costs, damages, and expenses, including attorney's fees, expended or incurred by the prevailing party.

8.5. Governing Law. The terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of Nevada, and venue shall be in Washoe County, Nevada.

8.6. No Recordation. Neither this Agreement nor any notice hereof shall be recorded in the office of the Washoe County Recorder.

8.7. Notices. All notices herein provided to be given, or which may be given, by any party or the other party, shall be deemed to have been fully given when served personally on Licensee or Licensor, or when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

Licensor: Regional Transportation Commission
 Attn: Michele Payne
 1105 Terminal Way Suite 108
 Reno, NV 89502

Licensee: Washoe County
Community Services Department
Attn: Eric Crump
1001 E. Ninth Street
Reno, NV 89512

IN WITNESS WHEREOF, the Licensee has signed this License Agreement and Licenser has executed the same by its duly authorized officer the day and year first above written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY:

By: _____
Bill Thomas, AICP, Executive Director

WASHOE COUNTY

By: _____
Alexis Hill, Chair

EXHIBIT "A"

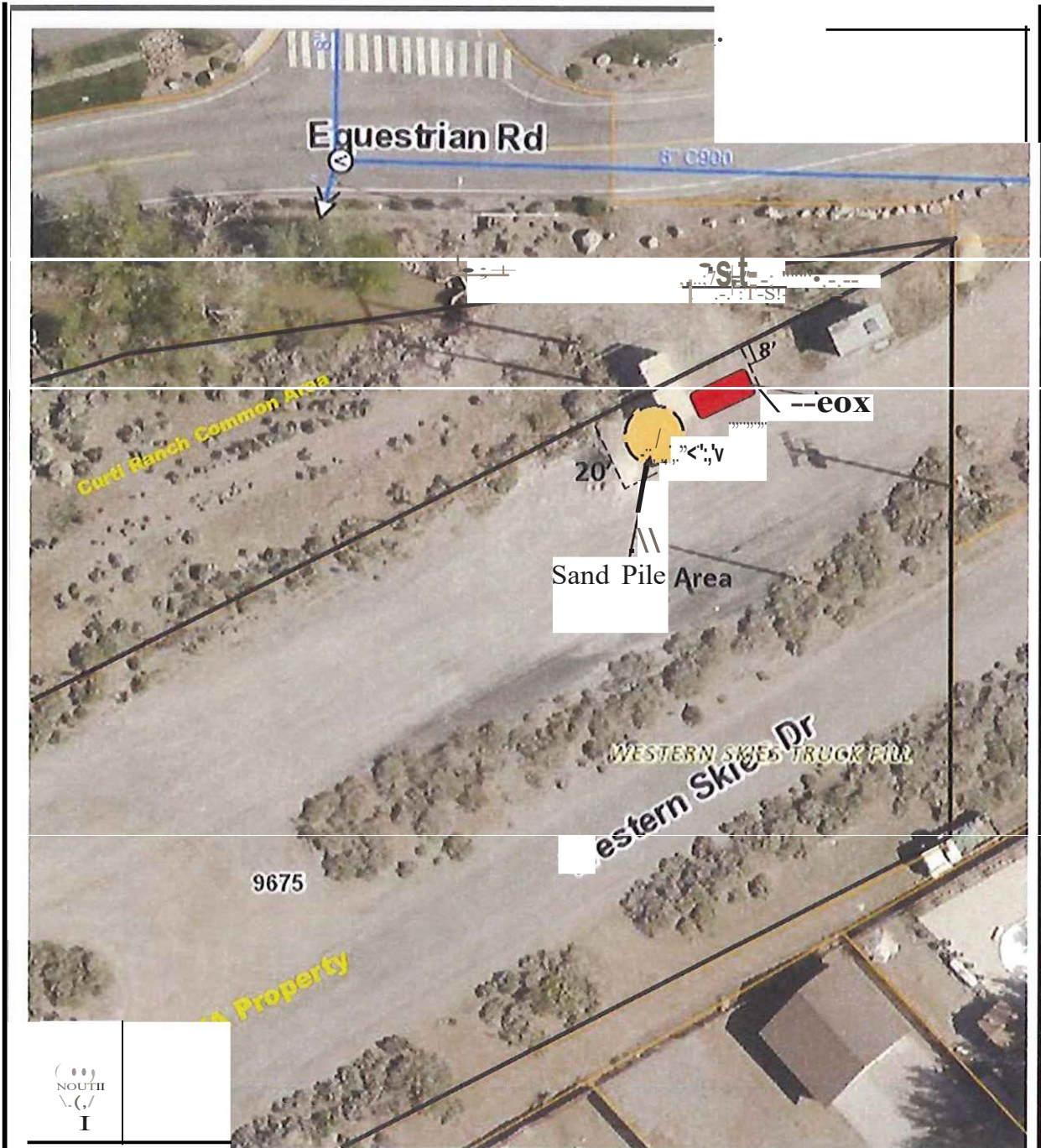
All that real property situate in the County of Washoe, State of Nevada, being all those portions of Section 27, Township 18 North, Range 20 East, M.B.D.& M., described as follows:

Commencing at the North quarter corner of said section 27; thence South $00^{\circ} 11' 49''$ West, along the North-South centerline 1343.20 feet; thence South $89^{\circ} 28' 27''$ West, 2033.13 feet to the true point of beginning; thence South $62^{\circ} 48' 17''$ West, 685.21 feet to the West line of said Section 27; thence along said West line South $00^{\circ} 08' 43''$ East, 611.66 feet; thence South $56^{\circ} 57'$ East, 119.11 feet; thence North $00^{\circ} 08' 43''$ West, 559.34 feet; thence North $62^{\circ} 48' 17''$ East, 574.55 feet; thence North $00^{\circ} 31' 33''$ West, 167.86 feet to the True Point of Beginning.

NOTE: the above metes and bounds description appeared previously in that certain Deed recorded in the office of the County Recorder of Washoe County, Nevada on February 15, 1984, as Document No. 907248 of Official Records.

APN: 140-051-23

EXHIBIT "B"



• Drawing Not to Scale



EXHIBIT MAP
WASHOE COUNTY
LICENSE AGREEMENT
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