



Tahoe-144 , JH, PROJECT # 5991 /INTEREST # 15203
County: Washoe
A.P.N.: See Exhibit A

Recording Requested by and Return To:
DIVISION OF STATE LANDS
901 S. STEWART STREET, SUITE 5003
CARSON CITY, NV 89701-5246

SNOW STORAGE LICENSE

WASHOE COUNTY

This License is issued this ____ day of _____, 2018 by and between the STATE OF NEVADA, acting through the NEVADA DIVISION OF STATE LANDS and the STATE LAND REGISTRAR, hereinafter referred to as LICENSOR, and WASHOE COUNTY, hereinafter referred to as LICENSEE:

WHEREAS, LICENSOR owns Washoe County Assessor's parcels described in Exhibit A; and

WHEREAS, LICENSEE, has made application to and wishes to obtain from the LICENSOR a License for snow storage; and

WHEREAS, NRS 322.100 gives the State Land Registrar the authority to issue a permit, license, or other authorization for any lawful use of state land administered by the Division of State Lands;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, LICENSOR does hereby grant to LICENSEE a revocable License for snow storage on the following described property situate in Sections

8,9,10,19, T16N R18E as shown on **EXHIBIT A** attached hereto and by reference made a part hereof.

IN FURTHER CONSIDERATION for the granting of this License, LICENSEE, and/or its agent(s) and contractor(s), understands and agrees to the following specific conditions:

1. **PURPOSE:** The property described herein may be used by LICENSEE solely for snow storage. The snow storage operation shall be executed in accordance with the application submitted 10/16/2017 incorporated herein and by reference made a part hereof. LICENSEE's right to use the parcel shall be for snow storage only; all other uses shall be considered inappropriate and a breach of any of the covenants, terms and conditions of this License.

2. **JURISDICTION OF STATE:** The License for snow storage extends only to the areas described in **EXHIBIT A** and shall not be construed to authorize access across private lands. If LICENSEE needs to utilize other portions of the property not granted to it through this License, a permit, license, easement, or other authorization to do so is required.

3. **TERM AND DISCONTINUATION:** This License shall have an initial term of FIVE (5) years once this License is fully executed by both the LICENSOR and the LICENSEE and may be terminated at any time at the will of the LICENSOR or LICENSEE. The LICENSEE may use the parcels identified in **EXHIBIT A** for snow storage during the period of December 1st through May 1st during each year of this license. As requested, LICENSEE shall meet with LICENSOR to complete a site condition inspection of the parcels approved for snow storage. Upon termination of the LICENSE, the LICENSEE will return the land to as near as its original condition as possible at LICENSEE'S sole expense.

4. **CONSIDERATION:** For and in consideration of the snow storage operation, LICENSEE hereby agree to pay an annual use fee in the amount of TWO HUNDRED FIFTY

DOLLARS AND NO/100 DOLLARS (\$250.00) per year per parcel to the LICENSOR [NRS 322.100(1)(b)]. Said fees are to be paid in advance commencing on the execution date of this License and on or before December 1st every year thereafter for the entire duration of said License. This is payable to the STATE OF NEVADA, DIVISION OF STATE LANDS, and is to be mailed to:

**DIVISION OF STATE LANDS
901 S. STEWART ST., SUITE 5003
CARSON CITY, NV 89701**

5. The annual use fee shall be paid in advance to LICENSOR and shall be due on or before the due date provided herein. Any payment made after this due date shall be subject to a late payment fee in the amount of TWENTY-FIVE DOLLARS AND NO/100 DOLLARS (\$25.00). If fees, including late fees, become more than SIXTY (60) days in arrears, the License may be terminated by the LICENSOR.

6. **PERMITS:** This License is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. LICENSEE agrees to obtain and adhere to the conditions of the necessary permits.

7. **INDEMNIFICATION:** LICENSEE and/or agent(s) or contractor(s) as Indemnitors agrees to indemnify, defend and hold harmless the State of Nevada and its agents from and against any and all liability for personal injuries, claims, actions, damages, expenses, or for loss of life or property resulting from, or in any way connected with the conditions or use of the premises covered herein, including any hazard, deficiency, defect, or other matter, known or unknown, or connected with the snow storage operation. This indemnification does not exclude the State of Nevada's right to participate in its defense of a matter subject to this indemnification.

8. **INSURANCE; CONTRACTORS AND SUB-CONTRACTORS:** This provision is applicable to all Non-Governmental Entities engaged to work on the premises granted by this License and does not apply to any LICENSEE considered a Public Entity. LICENSEE agrees to carry and to require their contractors and sub-contractors to carry their own General Liability Insurance Policy issued by an insurance company authorized to do business in the State of Nevada and which is currently rated by A. M. Best as A-VII or better. The insurance policy is to be kept in full force and effect during the term of this License. Such insurance policy shall be at the minimum, in the amount of \$1,000,000 per occurrence for bodily injury and property damage and shall via an endorsement, name the *State of Nevada, its officers, employees and agents as additional insureds* for all liability arising from the use of state land. Each liability insurance policy shall also provide for a waiver of subrogation as to all additional insured's. LICENSEE agrees to provide and to require their contractors and sub-contractors to provide to the State of Nevada the Accord 25 Certificate of Insurance as proof of the insurance and an Additional Insured Endorsement, signed by an authorized insurance company representative, to evidence the endorsement of the State as additional insured. **The Certificate of Insurance and Additional Insured Endorsement shall be provided by each contractor and sub-contractor prior to their entry upon state property and be sent to:**

Jeff Haas, Forester II
Nevada Division of State Lands
901 S. Stewart Street, Suite 5003
Carson City, Nevada 89701

9. **PLANS:** The Project and related activities must be completed in accordance with the submitted application and plans, *if any*, on file in the office of the Division of State Lands. The Division of State Lands must be notified if any alterations to the snow storage operation which

would substantially affect the land are made or proposed prior to commencement of or during any work on the Project and related activities. The Division of State Lands reserves the right to prohibit said alterations.

10. INSPECTION: LICENSOR retains the right to inspect the snow storage operation conducted thereon to assure compliance with the requirements and conditions herein stated. This inspection may include taking samples of substances and materials present for testing at the LICENSEE's sole expense.

11. EXISTING EASEMENTS: LICENSEE and/or its agent(s) or contractor(s) understands and agrees to require contractors to use caution during snow storage operations because of the possibility of additional utility laterals not known, and to be responsible for damage caused to any other utilities located upon state land. The legally required offsets from any existing gas, electric, water and/or communication lines shall be maintained at all times.

12. HISTORIC DISCOVERIES: If prehistoric or historic remains or artifacts are discovered during any work performed within the licensed area, work will be temporarily halted and the State Historic Preservation Office at (775) 684-3448 as well as the Division of State Lands at (775) 684-2720 shall be notified. LICENSEE will heed to the responsibilities required under Section 106 of the National Historic Preservation Act of 1966, as amended.

13. DAMAGE TO STATE LAND: LICENSEE and/or its agent(s) or contractor(s) understands and agrees to pay for and be responsible for all direct or indirect damages to the real property, improvements, and material damage to vegetation of LICENSOR caused by LICENSEE during snow storage operations, and further agrees to return the land to its pre-project condition at the end of each snow storage season. LICENSEE agrees to either repair

damages to the satisfaction of the LICENSOR or compensate the LICENSOR for assessed damages. The cost of repair shall be determined by the LICENSOR.

14. ENVIRONMENTAL CONDITIONS: LICENSEE and/or its agent(s) or contractor(s) understands and agrees to administer Tahoe Regional Planning Agency's Best Management Practices (BMPs) (section 4.2-c of the TRPA Best Management Practices Handbook) during the storage of snow on the approved parcels. Should any discharge, leakage, spillage, emission, pollution or deposit of any type occur upon any of the approved parcels due to LICENSEE's use and occupancy thereof, LICENSEE, at its own expense, is obligated to clean all of the property affected and return the affected parcel to its natural appearance and condition to the satisfaction of the LICENSOR.

15. WARRANTIES: LICENSOR makes no warranty as to the condition of or the adequacy of the property for the proposed uses of LICENSEE.

16. NOTICES: All notices under this License shall be in writing and delivered in person or sent by certified mail, return receipt requested, to LICENSOR and to LICENSEE at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

LICENSOR'S ADDRESS:

Division of State Lands
901 S. Stewart St., Ste. 5003
Carson City, Nevada 89701

LICENSEE'S ADDRESS:

Washoe County
P.O Box 11130
Reno, NV 89520-0027

17. FURTHER AUTHORIZATIONS: Further authorization from the Division of State Lands is required prior to commencement of any future work or activities at locations other than that described in **EXHIBIT A**.

18. COMPLIANCE TO CONDITIONS: Failure to concur with or comply with any of the conditions contained herein will cause this License to become invalid and shall require the termination and, if applicable, restoration of the parcel(s) . LICENSEE agrees to provide a copy of this License to its contractors prior to entering and beginning snow storage on the property described herein.

19. WAIVER: The failure of LICENSOR to insist upon strict performance of any of the covenants and agreements to this License or to exercise any option herein conferred in any one or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.

20. SURVIVAL: This License, and all of the terms hereof, shall inure to the benefit of, and be binding upon the parties hereto and the rights and obligations of the LICENSEE are, and shall continue to be, joint and several.

21. ENTIRE AGREEMENT: This License and conditions incorporated herein contain all of the agreements between the parties with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party is a part hereof. No provisions of the License may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties. When executed by the LICENSOR and LICENSEE, this License shall be binding upon LICENSOR and LICENSEE.

22. AMENDMENT OR MODIFICATION: This License may be amended or modified at anytime with the mutual consent of the parties hereto, which amendment or modification must be in writing, executed and dated by the parties hereto.

23. SEVERABILITY: If any term or provision of this License, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to

be invalid or unenforceable, the remainder of this License or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of this License shall be valid and shall be enforced to the fullest extent permitted by law.

24. GOVERNING LAW: This License shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

25. VENUE: Any lawsuit brought to resolve a dispute arising from this License must be brought either in the location of the snow storage operation or in Carson City, Nevada. All covenants and agreements herein contained shall extend to and be a binding contract upon as the case may be of the respective parties. A license granted by the Division of State Lands does not give any property rights either in real estate or material nor does it obviate the necessity of obtaining other local, regional, or federal assent to the work authorized.

This License is personal to the LICENSEE. It may not be transferred or assigned. In the event of transfer of the assets or improvements authorized by this License to another entity or person a new License for the occupancy and use of State Lands is required which will be consistent with the applicable State laws, regulations and requirements.

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IN WITNESS WHEREOF, the parties hereto have executed this License as of the day
and year first above written.

GRANTOR:

STATE OF NEVADA
Division of State Lands

By _____
CHARLES DONOHUE
Administrator and State Land Registrar

APPROVED as to Form:

ADAM PAUL LAXALT
Attorney General

By  _____
LORI M. STORY
Senior Deputy Attorney General

Date: Dec. 27, 2017

GRANTEE:

NAME

By _____

NAME

TITLE

P.O Box 11130

Reno, NV 89520-0027

STATE OF NEVADA)

ss.

COUNTY OF _____)

On, _____ 2018, personally appeared before me, a notary public, _____
_____, who acknowledged that (s)he executed the above document.

NOTARY PUBLIC

WASHOE COUNTY CSD ROADS DIVISION				
COUNTY	PARCEL NAME	APN#	STREET	TOWNSHIP
Washoe	Golfcrest	129-021-16	Crosby Ct.	Incline Village, NV
Washoe	Johnson	128-243-01	Palmer/Wilson	Incline Village, NV
Washoe	Moriguchi	125-503-15	Boothill	Incline Village, NV
Washoe	Reneberg	125-244-30	Charles	Incline Village, NV
Washoe	Allied Biz	125-243-34	Susan	Incline Village, NV
Washoe	Carlson	125-243-33	Susan	Incline Village, NV
Washoe	Cutala	125-232-21	Ida Court	Incline Village, NV
Washoe	Dayani	125-174-12	Dorcey/Garen	Incline Village, NV
Washoe	Takahashi	125-163-09	Douglas	Incline Village, NV
Washoe	Keefe	125-161-16	Cynthia	Incline Village, NV
Washoe	DenDulk	125-041-07	Allison	Incline Village, NV
Washoe	Camhi	123-134-02	Amagosa	Crystal Bay, NV