

## **LICENSE FOR ACCESS AND STAGING SNOW REMOVAL EQUIPMENT**

This Access License (the "License") is made and entered into as of \_\_\_\_\_, 2020, between TRUCKEE MEADOWS WATER AUTHORITY ("TMWA"), a Joint Powers Authority created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to NRS Chapter 277, and WASHOE COUNTY, a political subdivision of the State of Nevada ("Licensee").

### **RECITALS:**

WHEREAS, TMWA is a water purveyor providing commercial and domestic water service within Truckee Meadows; and

WHEREAS, TMWA owns a parcel of property, commonly known as the Shawna BPS Property, APN: 045-582-13, in Reno, Nevada (the "Property"); and

WHEREAS, Licensee desires to access the Property for staging snow removal equipment (the "Equipment Staging"); and

WHEREAS, Licensee has acquired all necessary permits and approvals to use the Property for the use contemplated herein; and

WHEREAS, TMWA desires to allow use of said premises to Licensee upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of and for other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Access and Description of Premises. TMWA hereby grants Licensee a revocable license ("License") to access the Property for the sole and exclusive purpose of snow removal Equipment Staging. Licensee shall have the right to access and stage equipment from October 1 to May 1 only and may not access or stage equipment during any other timeframe. There shall be no onsite fueling and all equipment shall be protected from leaking any oil or fuels. The area of the Property subject to the License is described on Exhibit "A" shown on Exhibit "A-1" attached hereto. Licensee shall provide TMWA with keys to all equipment staged on the Property so TMWA has the ability to move such equipment temporarily if necessary in an emergency. TMWA agrees to keep any keys to Licensee equipment in a secure location. TMWA agrees to comply with all equipment operating procedures, allow only TMWA employees who are qualified to operate such equipment to move the equipment, move the equipment to a location as close as possible to the Property, and ensure that the equipment is secure at the new location until it can be moved safely back to the Property. TMWA shall notify Licensee as soon as possible if it requires any equipment to be moved and to return the equipment to the Property as soon as possible after the emergency.

2. Term. Licensee acknowledges that this agreement constitutes a License only and ceases upon the earlier of (i) completion of the Equipment Staging or (ii) termination by TMWA or Licensee upon 30 days advance written notice. TMWA may require Licensee to vacate the Property immediately if necessary during an emergency situation as determined by TMWA in its sole discretion. TMWA will attempt to restore Licensee's access rights promptly after the emergency situation ceases. The Property will be restored to original condition, including gravel surface.

3. Compensation. In consideration for the granting of this License, Licensee will pay TMWA the amount of Seven Hundred Dollars (\$700) per year for the license fee. Licensee will coordinate delivery of the payment with Heather Edmunson, Land Agent, at 834-8071 or hedmunson@tmwa.com. A one-time fee, not to exceed \$5,000.00 shall be paid to TMWA for the reimbursement of the electrical service installation fee upon commencement of this License.

4. Hazardous Materials, Waster, Nuisance or Unlawful Activity. Licensee represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any Environmental Law. "Environmental Law" as used herein means any and all federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, relicense, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment. Licensee shall not allow or create any waste or nuisance of any kind whatsoever on the Property, or use, or allow the Property to be used, for any unlawful purpose.

5. Compliance. Licensee will comply with all applicable laws, rules and regulations governing its use of the License Area, including local building codes and permits necessary to conduct the staging, and will maintain dust control at all times. Licensee will return the Property to its original condition immediately upon termination or expiration of this License. Licensee will maintain the License Area in a clean condition at all times. Adjacent streets will be kept free of dirt, mud and debris associated with staging operations. If, in TMWA's sole and absolute discretion it believes Licensee fails to abide by these compliance provisions, this License shall terminate and Licensee will vacate the premises upon TMWA's directive and grade the Property to TMWA's satisfaction.

6. Non-Liability of TMWA for Damages. It is further understood and agreed by and between the parties hereto that TMWA shall not be liable for any damage or injury to persons or property occurring or arising upon the Property as a result of or in connection with Licensee's use of the Property or this License, and agrees to indemnify, defend and hold harmless TMWA from any action, damages, expenses, claims or lawsuits arising from or related to the foregoing, or any damage or injury sustained upon the Property during the term of this License.

7. Insurance. Licensee shall maintain commercial general liability and property damage insurance in the amount of \$1,000,000.00 per occurrence insuring use of the Property. Licensee shall name TMWA as an additional insured on such policy and provide TMWA with certificates of insurance yearly during the term of this License.

8. Surrender of Premises. Licensee agrees that at the termination of this License, Licensee will peaceably and quietly surrender the Property to TMWA in good condition and repair as close as reasonably possible to the original condition delivered as approved by TMWA, damage by the elements excepted.

9. Assignment, Subagreement, or License. Licensee shall not assign any right or privilege connected with this License, or allow any other person except agents and employees of Licensee to enter, use or occupy the Property or any part thereof without the prior written consent of TMWA. Any consent by TMWA to one assignment shall not be consent to a subsequent assignment, or occupation by other persons. An unauthorized assignment to occupy the Property shall be void, and, at TMWA's option, shall terminate this License. The interest of Licensee in this License is not assignable by operation of law without TMWA's written consent.

10. Indemnification and Limited Liability. a. Each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel. c. Both parties do not waive and intend to assert available NRS chapter 41 liability limitations in all cases. d. Contract liability of both parties shall not be subject to punitive damages.

11. Permits and Laws. Licensee shall arrange, obtain and pay for all permits which may be required for Licensee's use of the License Area and will comply with all federal, state and local laws, rules and regulations.

12. Enforcement.

- (a.) Licensee expressly confirms and agrees that it has entered into this License and assumed the obligations imposed on it hereby in order to induce TMWA to grant such access, rights, and permission as may be necessary to stage equipment for their snow removal activities and acknowledges that TMWA is relying upon this License in providing such rights.

- (b.) In the event either party is required to bring any action to enforce rights or to collect moneys due under this License and is successful in such action, the other party shall reimburse the prevailing party all of its reasonable fees and expenses in bringing and pursuing such action.

13. Non-Exclusivity of Rights. The rights conferred by this License shall not be exclusive of or waive any other rights which TMWA may have or hereafter acquire under any statute or provision of Nevada law.

14. Governing Law. This License shall be interpreted and enforced in accordance with the laws of the State of Nevada.

15. Binding Effect. This License shall be binding upon TMWA and upon Licensee and their respective heirs and assignees. This License cannot be assigned by Licensee without TMWA's prior consent.

16. Amendment. No amendment or modification of this License shall be effective unless in writing signed by both parties hereto.

17. Termination. TMWA may terminate this License at any time in its sole discretion by providing Licensee with 15 days advance notice.

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

TRUCKEE MEADOWS WATER  
AUTHORITY, a Joint Powers  
Authority

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_

WASHOE COUNTY,  
a political subdivision of the  
State of Nevada

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of TRUCKEE MEADOWS WATER AUTHORITY, on behalf of said Joint Powers Authority.

\_\_\_\_\_  
Notary Public

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF WASHOE    )

      This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by \_\_\_\_\_, as \_\_\_\_\_ of WASHOE COUNTY, on  
behalf of said political subdivision of the State of Nevada.

\_\_\_\_\_  
Notary Public