

LICENSE FOR ACCESS AND EMPLOYEE PARKING

This License for Access and Employee Parking (the “License”) is made and entered into as of _____, 2025, 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 4th Street Well Property, APN: 008-382-05, in Reno, Nevada (the “Property”); and

WHEREAS, Licensee desires to access the Property for employee parking (the “Employee Parking”); 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. License Access and Washoe County Improvements to Premises. TMWA hereby grants Licensee a revocable license (“License”) to access the Property for the sole and exclusive purpose of Employee Parking. There shall be no onsite fueling and all vehicles shall be guaranteed from leaking any oil or fuels. The area of the Property subject to the License is described on Exhibit “A” and shown on Exhibit “A-1” attached hereto. Licensee shall make the following improvements to the License Area prior to commencing the Employee Parking (locations depicted on Exhibit A-1 for reference): 1) Licensee shall remove the existing abandoned electric box; 2) Licensee shall relocate the eastern existing fence to property line; 3) Licensee shall install a 14’ manual cantilever gate which will slide open to the north; 4) Licensee shall install chainlink fencing to 8’ height around the perimeter of the License Area. Extensions or sleeves are permitted to retrofit the existing fence on the north and south sides. Posts will be replaced on the east and west sides; 5) Licensee shall remove the sidewalk and install a concrete approach for the TMWA 4th Street Well access gate; 6) Licensee shall install an electric card operated access gate. Licensee shall provide TMWA with electronic key cards and codes to the electronic vehicle gate; 7) Licensee shall have the option, at its discretion, to pave the approximate 5,600 sf Parking License Area. Licensee shall immediately notify TMWA upon its determination to exercise this option; and 8) Licensee shall install a pedestrian access gate.

Licensee shall provide TMWA with electronic key cards and codes to the electronic pedestrian gate. Licensee will provide TMWA with all improvement plans for review prior to commencing any construction activities. Licensee is aware that there is a water pipeline facility connected to the 4th Street Well (shown on Exhibit A-1) that is located within the Employee Parking area and TMWA retains the right to access that pipeline for any maintenance or repairs. TMWA shall notify Licensee as soon as possible if it requires any vehicles to be moved within one hour of notification in the case of emergency.

2. Term. Licensee acknowledges that this License constitutes a license only and ceases upon the earlier of (i) Licensee ceases use of the Employee Parking 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.

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, Lands Administrator, at 775-516-5360 or hedmunson@tmwa.com.

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 Employee Parking and will maintain dust control at all times. 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 the Employee Parking. Snow removal shall not be the responsibility or obligation of TMWA or Licensee. 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 return the Property to TMWA's satisfaction, including any electric retirements. Licensee shall return fencing and gates in compliance with TMWA Security Department standards.

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

vehicles, 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. TMWA acknowledges that Washoe County has established a formal self-insurance program and agrees that County may satisfy some or all the requirements of this Paragraph 7 through its self-insurance program.

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. Both parties shall indemnify, hold harmless and defend, not excluding the other's right to participate, each other 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. The indemnification obligation under this paragraph is conditioned upon receipt of written notice within 30 days of the actual notice of any actual or pending claim or cause of action. The parties shall not be liable to hold harmless any attorneys' fees and costs of the other party's chosen right to participate with legal counsel. Both parties do not waive and intend to assert available NRS chapter 41 liability limitations in all cases. 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 for Employee Parking 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.

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: _____

(notaries to follow on next page)

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

 This instrument was acknowledged before me this ____ day of _____,
2025, 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 _____, 2025,
by _____, as _____ of WASHOE COUNTY, on
behalf of said political subdivision of the State of Nevada.

Notary Public

EXHIBIT A

An employee parking area approximately 5,600 sf (80' x 70') on the following parcel:

Parcel 2 of Record of Survey Map 5736 for Truckee Meadows Water Authority, according to the map thereof, filed in the Office of the County Recorder of Washoe County, State of Nevada, on May 12, 2016, as File No. 4588609.

APN: 008-382-05

EXHIBIT A-1 SITE PLAN



