

**LICENSE AGREEMENT**  
**(Davis Creek Weather Station)**

THIS AGREEMENT is between WASHOE COUNTY, a political subdivision of the State of Nevada (“Licensor”) and TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY, a joint powers authority entity created pursuant to a interlocal cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada, and Washoe County, Nevada, pursuant to NRS Chapter 277 (“Licensee”) and is dated July \_\_\_, 2026.

**W I T N E S S E T H:**

WHEREAS, Licensor is the sole owner of certain real property located in Washoe County, State of Nevada, identified as Assessor’s Parcel Number 046-041-10, a portion of Davis Creek Regional Park, and more particularly described on the attached Exhibit B (the “Property”); which Licensor uses in connection with the operation of parks, trails and open space; and

WHEREAS, Licensee desires to utilize a portion of the Property to construct and maintain Weather Station Facilities (defined below) for regional weather forecasting and data collection at Davis Creek Regional Park.

NOW THEREFORE, in consideration of the mutual exchange of promises and other consideration, the receipt of which is hereby acknowledged, and the mutual covenants described herein, the parties hereto agree as follows:

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive, revocable license (the “License”) to access, construct, install, and maintain a steel weather station pole with a solar charged, battery driven data logger system (reasonably similar to the weather station shown on the attached Exhibit A), (collectively, “Weather Station Facilities”), on a portion of the Property, more particularly described in Exhibit “B” and shown on Exhibit “C” (“License Area”), on the terms and conditions of this Agreement. Licensee acknowledges and agrees that use of the License Area is subject to the conditions of this License. Licensor’s operations shall at all times have priority over any use of the Property or License Area by Licensee, and Licensee shall not directly or indirectly use, occupy, or improve the Property or License Area or permit others to do so in any manner that impairs, impedes, or otherwise adversely affects Licensor’s use of the Property for public operations.

2. **Warranty and Representations by Licensee.** Licensee acknowledges Licensor’s rights to use and access the License Area shall at all times remain senior to rights of Licensee, and that there are times that the License Area will need to be utilized by Licensor. Licensor makes no representation or warranty, and shall have no obligation or liability of any kind whatsoever to any person, arising from or related to the operation and maintenance of the Property or Licensor’s use of the License Area, excluding therefrom any act or negligence of Licensor.

3. **Term.** The term of this Agreement shall be perpetual unless (a) Licensee is in material default or breach of any provision hereunder, and such default or breach is not cured within 60 days of written notice from Licensor, or if such default or breach cannot be cured within sixty days, Licensee has failed to commence to cure such default within the 60 days and continuously and diligently pursues the cure of such default thereafter, or (b) Licensor or Licensee terminate this Agreement by providing written notice six (6) months in advance to the other party.

4. **Removal of Equipment.** Upon termination of this License, Licensee shall remove any and all materials and equipment that have been placed on the License Area, including the Weather Station Facilities and Licensee shall return the License Area to its original condition. Should Licensee fail to remove such improvements, Licensee agrees to pay Licensor for the removal of the improvements and compensate Licensor for any damage which has accrued from Licensee's use of the License Area or failure to comply with the provisions of this Section.

5. **Permits and Laws.** Licensee shall obtain, at its sole cost, any and all permits (if any) which may be required for Licensee's use of the License Area. Licensee further agrees to comply with all applicable Federal, state and local laws, rules and regulations while exercising its rights under this License. Licensee agrees to indemnify and hold harmless Licensor from any and all damages, fines, or penalties resulting from Licensee's failure to obtain the necessary permits and/or failure to comply with any applicable laws, rules or regulations, or any use of the License Area by Licensee or an agent or invitee of Licensee.

6. **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 modification of any kind, sort or nature, may be constructed on the License Area, with the exception of the Weather Station Facilities, which may be removed if required under Section 4.

7. **Indemnification of Licensor and Attorney's Fees.** Licensee agrees to protect, indemnify, defend (at Licensor's option) and save harmless Licensor, against and from any and all claims, losses, damages or liability (including reasonable attorney's fees) arising from Licensee's use of, or access to, the License Area except to the extent caused by any act or negligence of Licensor. Licensor agrees that Licensee's liability shall at all times be subject to the limitations set forth in Chapter 41 of the Nevada Revised Statutes (NRS).

8. **Liability Insurance.** Licensee agrees to procure and maintain in force during the term of this License, at Licensee's expense, public liability insurance in companies and through brokers approved by the Insurance Commissioner of the State of Nevada and duly licensed to insure activities on the License Area.

9. **Condition of Premises.** Licenser does not warrant or represent that the License Area is safe or suitable for the purposes stated herein or intended to be used under the terms of this License, and Licensee agrees to accept the License Area in its "as is" condition, with all faults.

10. **Right to Enter.** It is understood and agreed that the Licenser shall have the right at any time during the term of this License to use the License Area for its own purposes and to enter in and upon the License Area to access its Property. Any vehicle, tools, or other equipment which blocks access to the property, where the owner cannot reasonably be contacted, will be towed at Licensee's expense.

11. **Assignability.** The License granted hereunder is a privilege granted to Licensee and is not assignable to any person or entity.

12. **Waste, Nuisance or Unlawful Activity.** Licensee shall not allow any waste beyond reasonable use and wear on the License Area or allow the License Area to be used, for any purpose prohibited by law, ordinance, rule or regulation, or for any purpose which will constitute a nuisance. Licensee agrees to pay the cost of repairs beyond such reasonable wear and tear upon the License Area for damages caused by Licensee.

13. **Liens and Encumbrances.** During the term of this License, or any extension thereof, Licensee shall not place or permit the placement or suffering of any liens or encumbrances on the License Area, and shall keep it free and clear of all liens and encumbrances arising out of any work performed, material furnished or obligations incurred by the Licensee.

14. **Maintenance.** Licensee agrees to remove any litter, waste, or construction refuse that may accumulate on the License Area as a result of Licensee's use. Licensee, at its cost, agrees to maintain and repair the Weather Station Facilities in clean and proper working condition. Licenser shall have no obligations or liability whatsoever for any damage, theft, or destruction to the Weather Station Facilities caused by third parties.

15. **Entire Agreement.** This document embodies the entire understanding of the parties as to the License that is the subject matter hereof, and there are no terms, covenants or conditions of such License other than those set forth herein. This License may be amended only by a document in writing, executed by both parties.

16. **No Waiver.** No waiver of any breach or breaches of any provision hereof shall be construed to be a waiver of any proceeding or succeeding breach of said provision or any provisions hereof.

17. **Notices.** All notices herein provided to be given, or which may be given, by any party to the other, shall be deemed to have been fully given when served

personally on Licensor or Licensee, or when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

Licensor: Washoe County  
Director, Community Services Department  
P.O. Box 11130  
Reno, NV 89520

Licensee: Truckee River Flood Management Authority  
c/o George Robison, Executive Director  
9635 Gateway Drive, Suite A  
Reno, Nevada 89521

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

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|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <p>LICENSOR:<br/>WASHOE COUNTY, a political<br/>subdivision of the State of Nevada<br/>By: _____<br/>Name: _____<br/>Title: _____</p> | <p>LICENSEE:<br/>TRUCKEE RIVER FLOOD<br/>MANAGEMENT AUTHORITY<br/>By: _____<br/>George Robison,<br/>Executive Director</p> |
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EXHIBIT "A"







## EXHIBIT “B”

Said Weather Station to be located in Davis Creek Regional Park, County of Washoe, State of Nevada, at the following described property:

APN: 060-411-10



EXHIBIT "C"

