

REVOCABLE LICENSE AGREEMENT

This REVOCABLE LICENSE AGREEMENT (hereinafter "LICENSE"), is made and entered into by and between the United States Postal Service (hereinafter "USPS"), an independent establishment of the Executive Branch of the United States Government, and its successors and assignees, (39 U.S.C. § 201), and the City of Las Vegas, a Municipal Corporation of the County of Clark, State of Nevada, ("hereinafter City"), in accordance with the terms and conditions described herein.

RECITALS

1. The USPS is the sole fee simple owner of certain real property located at 1801 N. Martin Luther King Blvd., Las Vegas, NV, and referred to as the Martin Luther King Station. The USPS real property is legally described on Exhibit A, attached hereto and incorporated herein (hereinafter "Property").

2. The City has requested permission to enter the Property in order to conduct certain improvements as part of the Martin Luther King Boulevard Improvements Project ("Project"). As part of the Project, the City has requested permission to enter upon the Property to perform road improvement work at the location described on the City's map as a portion of the Property, APN: 139-21-416-009 ("map"). Said map is marked Exhibit B, and is attached hereto and incorporated herein.

3. The purpose of this agreement is to provide City a nonexclusive license, revocable at the will of the USPS to enter the Property for the purposes described herein.

4. The USPS and City desire to set forth below their respective rights and obligations for a License with respect to the Property.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the recitals and the mutual agreements that follow, the Parties agree as follows:

1. USPS hereby grants the City of Las Vegas, its employees, representatives, or agents, a nonexclusive license, revocable at the will of the USPS, to enter onto the USPS Property in order to perform the following activities:

(a) Walking, standing, building concrete forms and operating machinery in the adjacent right of way, and such other general construction work required to build the improvements to Martin Luther King Boulevard as part of the City's Road Improvement project. Staging of material or storage of heavy equipment will not occur.

2. **TERM**

This LICENSE is for a term of 180 days beginning June 1, 2007 and expiring January 1, 2008, unless extended by written agreement executed by the parties hereto:

Exception- In addition to the terms identified in this Agreement, and notwithstanding any term in this agreement to the contrary, the USPS Contracting Officer has the sole discretion to declare this agreement null and void without liability and at no cost to the USPS if he determines that it is in the best interest of the USPS to do so. This remedy is in addition to that provided for in Paragraph 10 below.

3. All work conducted under this License shall be performed at the sole cost and expense of City.

4. USPS representatives shall have the right to be present and observe first-handed all work conducted by City on the premises under the License, City agrees to provide USPS seven days written notice of the date and time for performance of the work. Notice shall be delivered to:

Gloria M. Charlson
Real Estate Specialist
USPS Asset Management
160 Inverness Dr. W, Suite 400
Englewood, CO 80112-5005

5. City shall be responsible for the operation, maintenance and repair of its equipment and facilities pursuant to the License, and any and all costs related thereto, and shall remove all trash and debris caused by City's exercise of its rights under this License. City shall repair any defects thereto, immediately, or at such times when requested by USPS.

6. City, by acceptance of this License, agrees for and on behalf of itself, its consulting firm, agents, servants, employees, invitees or contractors, who may at anytime use, occupy, visit or maintain said License herein created that the USPS, its successors and assigns, shall not be responsible for damages or loss to property, injuries, or death, which may arise from or be incident to the use and occupation of the License as granted herein to the City, its agents, servants, employees, invitees or contractors.

7. Subject to the limitations of liability set forth in NRS 41.035, City, by acceptance of this License, agrees to defend, indemnify and hold the USPS, its successors, and assigns, harmless against any and all claims, demands, damages, costs, expenses, and legal fees, for any loss, injury, death or damage to persons or property which at any time is suffered or sustained by USPS, its employees, the public, or by any person whosoever who may at any time be using, occupying, or visiting, or maintaining the property that is the subject of said License, or be on or about the property that is the subject of said License, when such loss, injury, death or damage is asserted to have been caused by any negligent act or omission or intentional

misconduct of City, or its agents, servants, employees, invitees, and contractors. In case of any action or proceeding brought against USPS, by reason of such a claim, upon notice from the USPS, City covenants to defend such action or proceeding. The USPS shall not be liable and the City waives and releases the USPS from all claims for damage to persons or property sustained by City, or its employees, agents, servants, invitees, contractors and customers resulting by reason of the use of the License.

8. City agrees that throughout the duration of this License to provide the USPS, its employees, customers, and the public with continual and uninterrupted access to the Postal Facility and that shall not use the License in a manner that unreasonably interferes with USPS operations.

In the event the City fails to provide continual and uninterrupted access to the Postal Facility, the USPS has the option of terminating this License by providing written notice to the City that the License is terminated. Upon receipt of said notice, City has 48 hours to remedy the situation. In the event the City fails to provide access to the Postal Facility within the 48 hours, said notice of termination shall become final and the License is terminated.

9. **INSURANCE**

All work undertaken by the City pursuant to this license shall be completed by qualified engineers, contractors, and consultants. The City or their contractors shall carry and maintain at a minimum, workmen's compensation and comprehensive public liability insurance policies covering without limitation, all potential claims and liability as described in section 7, in the following amounts:

	<u>Bodily Injury</u>	<u>Property Damage</u>
General Liability	\$100,000/person \$500, 000/accident	\$100,000/occurrence \$500, 000/aggregate

Automobile Liability	\$100,000/person	\$100,000/occurrence
	\$500,000/accident	\$500,000/aggregate

10. **RESTORATION**

Upon completion of the Project, City shall restore any affected portion of the Property to the condition it existed prior to the conduct of the City's work.

11. The use of the Premises under this license shall be subject to such rules and regulations as USPS may from time to time prescribe, as well as all applicable Federal, State or municipal laws, rules, orders, regulations or requirements.

12. The City agrees to accept use of the Property hereby licensed in their present condition and USPS makes no warranty of the condition of the Property now or in the future.

13. **CLAIMS AND DISPUTES**

This Agreement is governed by applicable federal law.

14. **AUTHORIZATION.**

The undersigned parties hereby warrant and represent that all necessary actions to duly approve the execution, delivery, and performance of this Agreement have been taken and this Agreement constitutes a valid and binding agreement of the parties enforceable in accordance with its terms.

15. **NOTICES**

Any notice hereunder shall be given in writing to the party for whom it is intended in person or by certified mail to the following addresses or such future addresses as may be designated in writing:

City of Las Vegas
Attn: John O'Connell

