

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made this 5TH day of August, 2009, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City") and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno, Nevada Bureau of Mines and Geology ("NBMG"). The City and NBMG are individually or collectively referred to herein as the "Party" or "Parties."

RECITALS

WHEREAS, the City is the owner Assessor's Parcel Number ("APN") 138-03-510-006 with an address of 4747 North Rainbow Boulevard, Las Vegas, Nevada, commonly known as City Fire Station No. 9 ("Property"). A Site Plan of the Property is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, NBMG now desires to enter into a new Agreement to use a portion of the Property, legally described and attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, NBMG has previously installed global positioning system ("GPS") equipment at the Property as part of a project funded by the National Aeronautics and Space Administration ("NASA") ("Project");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **LICENSE**: The City hereby grants to NBMG a license to enter a portion of the rooftop location at the Property for the GPS equipment and antenna, maintenance and repair that is being installed as part of the Project. The Project is further depicted in Exhibit "C" attached hereto and incorporated herein by this reference.
2. **TERM**: The term shall be for a period of one year beginning on the date first above written. This license shall automatically be extended for one calendar year each year thereafter for a total term not to exceed five (5) years. This Agreement may be terminated with or without cause by either Party after providing the other Party sixty (60) days advance written notice of its intent to terminate.
3. **FEES**: Throughout the term of this Agreement, NBMG shall pay the City a fee of One Dollar and No Cents (\$1.00) per month.
4. **NATURE OF LICENSE**: This Agreement shall not be deemed to transfer any real property interest of the City in or to NBMG.
5. **ENTRY**: NBMG shall have the right to enter the Property upon twenty-four (24) hour prior notification to the City; however, this right shall be subject to reasonable limitations based on the needs of the City's Fire Station No. 9.
6. **UTILITIES**: The City agrees to pay for the power supplied to the GPS equipment and antenna. NBMG agrees to pay all other utilities supplied to the GPS equipment and antenna, including but not limited to: telephone and/or commercial digital subscriber line(s).

7. SURRENDER AND WASTE: NBMG promises to quit and surrender the Property to the City at the end of the term, in as good order and condition (reasonable wear and tear thereof and damage by the elements excepted), as the same are now; not to make or suffer any waste thereof; not to assign this Agreement, or sublease the portion, or permit any other person to occupy or improve the same; and not make or suffer to be made, any alteration thereon without the prior written consent of the City.

8. EQUIPMENT OWNERSHIP: The Parties agree the GPS equipment and antenna are, and shall remain, in the possession of NBMG, and shall be removed by NBMG, at its expense, at the termination of this Agreement.

9. NOTICES: Any notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) if delivered by hand and receipted for by the party addressee, on the date of such receipt, or (ii) if mailed by domestic certified or registered mail with postage prepaid, on the third business day after the date postmarked. Notices shall be sent or delivered to the parties and addresses listed below:

City: City of Las Vegas
Real Estate & Utilities, 4th Floor
Las Vegas, NV 89101
Phone: 702-229-1021

Fire Station No. 9: City of Las Vegas
Fire & Rescue
Attn: Fire Station #9 Chief
4747 N. Rainbow Blvd.
Las Vegas, NV 89108
Phone: 702-383-2888

NBMG: University of Nevada Reno
Nevada Bureau of Mines and Geology
Mail Stop 178
Reno, NV 89557-0088
Phone: 775-784-1939

10. GOVERNING LAW: This Agreement shall be governed by and its provisions construed in accordance with the laws of the State of Nevada.

11. ENTIRE AGREEMENT: The foregoing represents the entire Agreement between the Parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either Party shall file any legal action to enforce this Agreement, each Party shall bear its own costs and attorney's fees.

12. SUCCESSORS AND ASSIGNS: All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, personal representatives, successors and assigns.

13. ASSIGNMENT: Neither Party shall assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other Party.

14. MERGER OF PRIOR AGREEMENTS: This Agreement (including the exhibits hereto) constitutes the final and only agreement between the Parties with respect to this Agreement and supersedes all prior and contemporaneous agreements and understandings between the Parties hereto relating to the subject matter hereof.

15. PARAGRAPH HEADINGS: The paragraph headings, which appear herein, are for convenience and reference only and shall not be construed as defining, limiting or extending the scope or intent of the paragraphs to which they pertain.

16. COUNTERPARTS: Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same Agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

17. FORCE MAJEURE: City and NBMG shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that Party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

18. INDEMNIFICATION: Subject to NRS 41.035, each party hereby agrees to protect, indemnify, and hold the other party, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the other Party, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the other Party, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the other Party or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the other Party, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

In this connection, the Indemnifying Party expressly agrees, at its sole cost and expense, to defend the other Party, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Indemnifying Party has agreed to indemnify the other Party, its officers, employees and agents. If the Indemnifying Party fails so to do, the other party shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the Indemnifying Party.

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19. MODIFICATIONS OR AMENDMENTS: This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

Upon approval of this Agreement by the City of Las Vegas City Council and after it has been fully executed by signature of all parties, the City designates staff of the Real Estate & Utilities Division of the City of Las Vegas in conjunction with the City Clerk of the City of Las Vegas who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term and extended term of this Agreement such as amendments, filing and recording of appropriate document with the Clark County Recorders Office or the Clark County Tax Assessors Office, and recordings and filing with the City Clerk's Office.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ATTEST:


~~Beverly K. Bridges CMC, City Clerk~~
By: Vicky Darling, CMC
Acting City Clerk

APPROVED AS TO FORM:


Deputy City Attorney

"CITY"

By: 
Oscar B. Goodman, Mayor

"NBMG"

Board of Regents of the University
and Community College System of
Nevada on behalf of the University
of Nevada Reno Nevada Bureau of
Mines and Geology

By: _____
Jeffrey S. Thompson, Dean,
College of Science

By: _____
John W. Bell, Research Professor
Nevada Bureau of Mines and
Geology

By: _____
Leah M. Gorbet, Controller, UNR

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ATTEST:

"CITY"

Beverly K. Bridges CMC, City Clerk

By: _____
Oscar B. Goodman, Mayor

APPROVED AS TO FORM:

"NBMG"

Deputy City Attorney

Board of Regents of the Nevada System of
Higher Education on behalf of the University of
Nevada, Reno, Nevada Bureau of Mines and
Geology

By: _____
Jeffrey S. Thompson, Dean,
College of Science

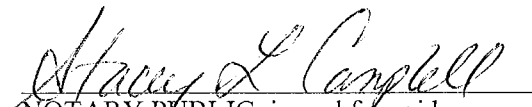
By: _____
John W. Bell, Research Professor
Nevada Bureau of Mines and
Geology

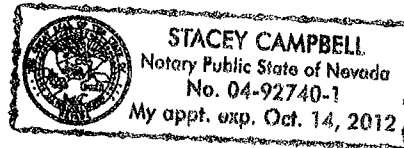
By: _____ 7-7-09
Leah M. Gorbet, Controller, UNR

ACKNOWLEDGEMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

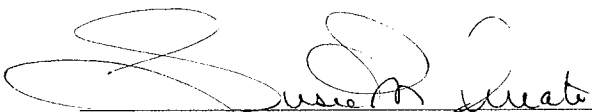
On this 10th day of August, 2009, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

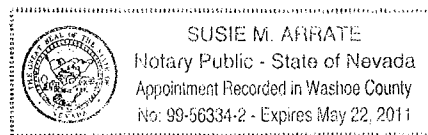

NOTARY PUBLIC, in and for said
County and State



STATE OF Nevada)
) ss.
COUNTY OF Washoe)

On this 7th day of July, 2009, personally appeared before me, a Notary Public in and for said County and State, Seah M. Gorbet, known to me to be the person described in and who executed the foregoing instrument and who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.


NOTARY PUBLIC, in and for said
County and State





SITE MAP

Fire Station #9
4747 N. Rainbow Blvd.

Prepared by the City of Las Vegas
Karl Brown 6/10/99

EXHIBIT "B"

ASSESSOR DESCRIPTION

**BRIDLE PATH EST
PLAT BOOK 6 PAGE 99
LOT 24 BLOCK 2
M.D.B.&M., Clark County, Nevada**

Las Vegas Fire Station Numer 9 Rooftop

Access Ladder- Lower roof to upper

Cable access Conduit

Dispatch Antenna

Fire Station Roof

Proposed GPS antenna
location

63' Wall Length

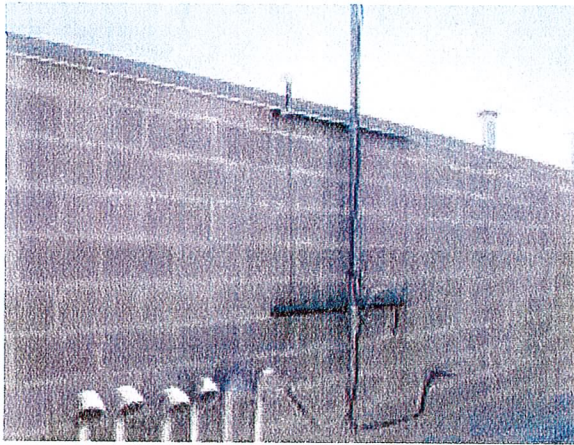
38' to Ladder

Garage Roof

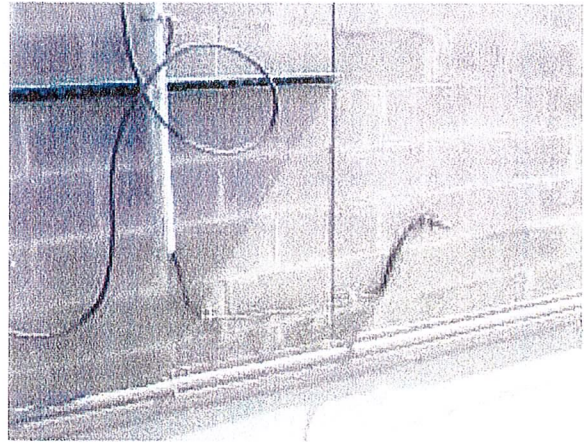
Concrete Block Walls
8" thick

Access Ladder - From Ground Level

We are proposing to mount the GPS antenna at the corner of the cinderblock wall, furthest from the fire station broadcast antenna. Based on the existing GPS timing antenna, this will require an antenna run length of approximately 100 feet.



Picture 3 - Existing GPS timing antenna



Picture 4 - Ground

Already mounted to the wall is a GPS timing antenna (*Picture 3*), which was installed by another department at UNR for a seismic sensor. It is our intention to utilize the existing conduit access and equipment cabinet. The run of cable from the GPS timing antenna to the equipment cabinet is 75'.



Picture 5 - PC cabinet

The conduit access from the roof leads to the back wall of this cabinet (*Picture 5*). AC power is available and there is potential for a phone line or Internet access.

Moving the 2 UPS units and removing the second shelf on the right, will give an area of approximately 22" wide by 29" high for a computer to be housed.