

**REVOCABLE LICENSE AGREEMENT
BETWEEN COLLEGE OF SOUTHERN NEVADA
AND OPPORTUNITY VILLAGE**

THIS AGREEMENT entered into this 20 day of November, 2018, by and between the Board of Regents of the Nevada System of Higher Education, on behalf of the College of Southern Nevada, hereinafter referred to as "CSN" or "Lessor", and Opportunity Village Association of Retarded Citizens, a Nevada non-profit corporation serving children and adults with intellectual disabilities, hereinafter referred to as "Opportunity Village," "OV," or "Lessee."

WHEREAS, Opportunity Village seeks a revocable license to use a portion of CSN's southernmost parking lot on the CSN Charleston Campus, as more particularly described in Ex. A; and CSN desires to grant Opportunity Village a revocable, non-exclusive license for the purpose of employee and visitor parking, and access of both commercial and private vehicles to pick up and drop off Opportunity Village patrons/participants. The following describes the current land ownership and history of use of the parcels:

A. CSN is the owner of that certain real property located at 1680 S. Torrey Pines, Las Vegas, Nevada 89146, (APN 163-02-501-002), as more particularly shown on **Exhibit A**, attached hereto and made a part hereof by this reference (the "CSN Parcel"). CSN operates on the CSN Parcel the College of Southern Nevada, Charleston Campus.

B. The State of Nevada, Division of Lands is the owner of that certain real property located at 6300 W. Oakey (APN 163-02-601-005), as more particularly shown on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Oakey Parcel").

C. Opportunity Village is the lessee of the Oakey Parcel pursuant to a long-term Lease with the State of Nevada. Opportunity Village provides various programs and services for the intellectually disabled at the Oakey Parcel. Opportunity Village also hosts on the Oakey Parcel various events throughout the year including the seasonal Magical Forest.

D. A portion of the CSN Parcel bordering the Oakey Parcel is utilized by CSN for parking. Historically, CSN has permitted Opportunity Village to use the parking area on a non-exclusive basis, for access to and from the Oakey Parcel and for parking by staff members and patrons of Opportunity Village.

WHEREAS, Opportunity Village and CSN have agreed to memorialize the access and parking arrangement by executing this Revocable License Agreement ("Agreement") granting a revocable, non-exclusive license to Opportunity Village for access, ingress, egress and parking on, over and across the CSN Parcel as provided herein.

Submitted at Planning Commission

Date 12/14/18 Item 47
Craig Galati

NOW, THEREFORE, in consideration of the above recitals and the conditions, covenants and promises contained in this Agreement and other valuable consideration, the receipt, sufficiency and validity of which are hereby acknowledged, the Parties, on behalf of themselves and their respective grantees, successors, and assigns, covenant and agree as follows:

1. License. Except as otherwise provided herein, CSN hereby grants to Opportunity Village, for use by its patrons, invitees, employees, licensees and other persons desiring access to the Oakey Parcel, a revocable, non-exclusive license ("License") as follows:
 - a. for vehicular and pedestrian ingress and egress, loading and unloading, to and from the Oakey Parcel, over, upon and across the driveways and access ways, sidewalks and walkways, exits and entrances and other common areas, as such areas now exist on the CSN Parcel, as shown on Exhibit A (the "Premises").
 - b. to use the parking spaces on the CSN Parcel, as depicted on Exhibit "A," for the purposes for which they are provided and intended.
2. Revocable at any time. CSN may terminate this revocable, non-exclusive license at any time, and for any reason, with written notice to Opportunity Village. CSN will make reasonable efforts to provide no less than six months' written notice of termination to Opportunity Village.
3. Use. This revocable, non-exclusive license is only for the conduct of lawful purposes in accessing and using the Oakey Parcel. No additional or other use except as stated in paragraph 1 above is authorized by this Agreement. Opportunity Village shall make no alterations, additions, improvements or changes whatsoever to the CSN Parcel and/or any of CSN's real or personal property without CSN's express written approval. Opportunity Village shall not allow any liens of any kind whatsoever to be created against or imposed upon the premises or any part thereof.
4. Opportunity Village shall add CSN as the Board of Regents of the Nevada System of Higher Education, on behalf of the College of Southern Nevada to its liability insurance policy as an additional insured against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorney fees, associated with Opportunity Village's use of the CSN Parcel under this Revocable License Agreement.
5. Property Taxes and Assessments. Nothing in this Agreement shall be deemed to create in Opportunity Village an obligation to pay any property taxes or assessment charged against any portion of the CSN Parcel, or for CSN to pay any property taxes or assessment charged against any portion of the Oakey Parcel.
6. Insurance. CSN is self-insured in accordance with the limitations of NRS 41.0305 to NRS 41.039. CSN shall not be liable for any legal claim arising from Opportunity Village's use of the premises. Opportunity Village shall, at its sole expense, procure, maintain, and keep in force for the duration of this Agreement the following insurance

conforming to the minimum requirements specified below. Each party will bear the responsibility for their individual actions.

If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Opportunity Village has knowledge of any such failure, it shall immediately notify CSN and immediately replace such insurance or bond with insurance or a bond meeting this Agreement's requirements.

Workers' Compensation and Employer's Liability Insurance

Opportunity Village shall provide proof of workers' compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters, is not required.

Commercial General Liability Insurance

a. Minimum limits required:

- \$1,000,000 General Aggregate
- \$1,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, and liability assumed under contract.

c. A separate General Aggregate limit shall apply to this project.

Business Automobile Liability Insurance

- a. Minimum limit required: \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- b. Coverage shall include owned, non-owned, and hired vehicles.
- c. Coverage shall be written on ISO form CA 00 01 or a substitute providing equal or broader liability coverage.

Umbrella or Excess Liability Insurance

- a. May be used to achieve the above minimum liability limits.
- b. Shall be endorsed to state it is "As Broad as Primary Policies."

General Requirements

- a. Additional Insured: By endorsement to all liability policies, except Professional Liability, CSN shall be named as an additional insured for all liability arising from this Agreement.
- b. Waiver of Subrogation: Each liability insurance policy shall provide for waiver of subrogation against CSN.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions: Insurance maintained by OV shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by CSN. Such approval shall not relieve OV from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by CSN's Risk Manager.

e. Approved Insurer: Each insurance policy shall be:

- i) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
- ii) Currently rated by A.M. Best as "A- IX" or better.

Evidence of Insurance

As of the effective date of this Revocable License Agreement, Opportunity Village must provide the following documents to CSN:

a. Certificate of Insurance: The Accord 25 Certificate of Insurance form or a form substantially similar must be submitted to CSN to evidence the insurance policies and coverages required of Opportunity Village.

b. Additional Insured Endorsement: An original Additional Insured Endorsement (ISO form CG20 10 11 85), signed by an authorized insurance company representative must be submitted to CSN, by attachment to the Certificate of Insurance, to evidence the endorsement of CSN as an additional insured.

c. Policy Cancellation Endorsement: Except for ten (10) days' notice for nonpayment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to CSN, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified herein. A copy of this signed endorsement must be attached to the Certificate of Insurance.

MISCELLANEOUS PROVISIONS:

a. Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between CSN and OV with respect to the matters contained in this Agreement. Except as otherwise expressly set forth in this Agreement, any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or in behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

b. Modification. This Agreement may be amended or modified only upon mutual agreement in writing by the parties.

c. Access. CSN retains all rights to enter upon and use the premises for which OV is granted a revocable license by this Agreement.

- d. Assignment. Opportunity Village shall neither assign, transfer nor delegate any rights, obligations, or duties under this Agreement without the prior express written consent of CSN. Any attempt to transfer or assign this Revocable License Agreement shall terminate it.
- e. Discrimination. Opportunity Village shall not discriminate unlawfully against any person on the basis of race, color, national origin, age, religion, sex, disability, veteran status, sexual orientation or expression, or genetic information in the use of the premises.
- f. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement.
- g. Interpretation. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto.
- h. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.
- i. Attorneys Fees. If any action is brought by either party against the other party, relating to or arising out of this Agreement, the transaction described herein or the enforcement hereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, charges and disbursements incurred in connection with the prosecution or defense of such action.
- j. Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and to their respective transferees, successors, and assigns.

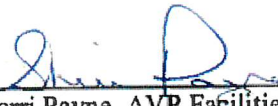
[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO REVOCABLE LICENSE AGREEMENT

IN WITNESS WHEREOF, the authorized representatives for CSN and Opportunity Village have executed this Revocable License Agreement on this 26 day of November, 2018.

**Board of Regents of the Nevada System of
Higher Education on behalf of the
College of Southern Nevada**

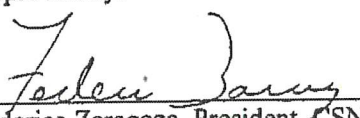
Recommended by:

 11/28/18
Sherri Payne, AVP Facilities Management, CSN

Reviewed by:

 12/3/18
Office of General Counsel, CSN

Approved by:

 _____
Federica Zaragoza, President, CSN

Opportunity Village:

Opportunity Village Association of Retarded Citizens,
a Nevada non-profit corporation

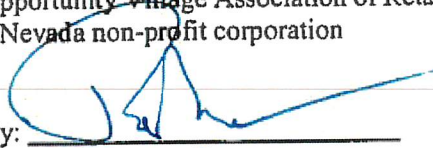

By: _____
Name: Robert M. Brown
Its: President and CEO

EXHIBIT A
(ASSESSOR'S MAP OF CSN PARCEL)

LAWS

Site ☐ <http://www.law.com>

Imported from file

of from which records including surveys and deeds,
a determination required for assessment. See the
a for more detailed legal information

of the map and the records of the records

MAP LEGEND

☐ ROAD BOUNDARY	☐ RIGHT OF WAY PCL	1.00 ACRES
☐ ROAD BOUNDARY	☐ SUBSURFACE PCL	2012 PARCEL BLASSED NUMBER
☐ WATCH TOWER LINE		PARCEL PLAN RECORDING NUMBER
☐ HISTORIC LOT LINE		5 BLOCK NUMBER
☐ HISTORIC SUB BOUNDARY		5 LOT NUMBER
☐ HISTORIC ROAD BOUNDARY		5 LOT NUMBER
☐ SECTION LINE		5 LOT NUMBER

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Scale: 1" = 200' Rev 02/09/2011

PT 161-02 501-002

601

PM 67-37

DET
S.E. 1/4

CSN
1680 Torrey Ave

Opp Village
6300 W Oakley

PT 2

PT 2

PT 3

PT 3

PT 3

PT 3

PT 3

PT 3

VILLA TERRA VERDE SUBDIVISION

WEST OAKS SILVER STAR VILLA TERRA VERDE UNIT

TAX DIST 200

ALEXANDER
OFFICE
PARK
212

PT GL28

PT GL28

JONES BLVD

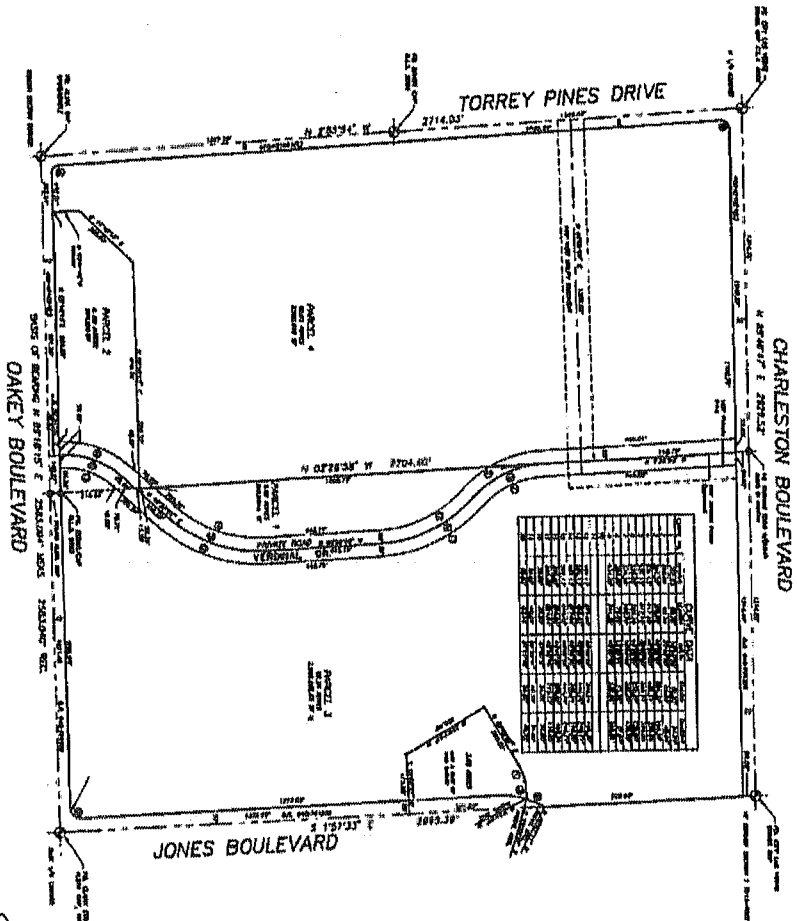
EXHIBIT B
(ASSESSOR'S MAP OF OAKEY PARCEL)

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901221

PARCEL MAP, N.E. 1/4 SECTION 2, T.21S, R.60E, M.D.B. 8M.
CITY OF LAS VEGAS, NEVADA

00715



NOTE
1. ALL DISTANCES SHOWN ON THIS MAP ARE BASED ON THE SURVEY RECORDS OF THE CITY OF LAS VEGAS, NEVADA, AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE.

BASE OF BEARING
N 0° 00' 00" E 2704.00'

APPROVAL

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