

LICENSE AGREEMENT
FOR ACCESS OF REAL PROPERTY
AND CONSTRUCTION AND MAINTENANCE OF
TRAFFIC SIGNAL FACILITIES AT THE
JACK LUND SCHOFIELD MIDDLE SCHOOL

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into this 19th day of January, 2021, by and between, the CLARK COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada (“Licensor”), and CLARK COUNTY a political subdivision of the State of Nevada (“Licensee”). Licensor and Licensee may be individually referred to as “Party” or collectively as the “Parties.”

RECITALS

A. Licensor is the owner of that certain real property located at 8625 Spencer Street, Las Vegas, NV 89123, Assessor’s Parcel Number 177-14-301-025, (“Property”), more commonly known as the existing location of the Jack Lund Schofield Middle School (School) as shown and more particularly described and depicted on Exhibit “A.”

B. Licensee will be constructing sidewalk ramp improvements and relocating a traffic signal pole (“Project”) on a portion of the Property as shown on Exhibit “B” and by this reference incorporated herein.

C. Licensee desires to access a portion of the Property, as shown on Exhibit “B” for the purpose of constructing and maintaining the Project, as generally depicted on the plans attached hereto as Exhibit “C” and by this reference incorporated herein.

D. Licensor is willing to allow Licensee to enter upon the Property subject to all of the terms and conditions of this Agreement.

NOW, THEREFORE, LICENSOR AND LICENSEE AGREE AS FOLLOWS:

1. **License.** Licensor agrees to permit Licensee, including any contractor or agent of Licensee, to access the Property on a non-exclusive basis, in common with Licensor and such other persons to whom Licensor may from time to time grant rights, and Licensee accepts the right so to access the Property for the construction and maintenance of the Project, upon and subject to the terms and conditions hereinafter set forth. It is hereby agreed and understood that this Agreement creates merely a license to access the Property and that no right, title, estate or interest in or to the Property is granted to or vested in or intended to be granted to or vested in Licensee by virtue of this Agreement. Except for the Project constructed by Licensee on the Property, this Agreement is not intended to represent permission granted in perpetuity. Licensee acknowledges that all access of the Property by Licensee shall be pursuant to this Agreement and that Licensee shall not, by such use, acquire any rights in or to the Property by prescription, adverse possession or otherwise. Licensor, shall not, under any circumstances, be responsible for any costs incurred by Licensee on

the Property during the Term as defined below in Section 2. If applicable, Licensee's rights under this Agreement are further subject to all present and future building restrictions, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over the Property or Licensee's use of the Property.

2. **Term.** The term of this Agreement shall commence upon execution by both Parties hereto and shall end when it is mutually determined by the Parties that the Project is no longer necessary.

3. **Use of Property.** Licensee's access to the Property shall be limited to the license area shown and depicted in Exhibit "B" and for the purpose of constructing and maintaining the improvements necessary for the Project, as described in Exhibit "C", in the license area. Licensee shall not access or utilize the Property for any other purpose whatsoever. Licensee shall, by entering upon and occupying the Property be deemed to have accepted the Property "AS IS", in its then condition, and Licensee hereby releases Licensor, and its officers, employees, and agents, from any liability or loss caused by any latent or patent defect in or on the Property. Licensee shall comply with all governmental rules, regulations, ordinances, statutes and laws, and all covenants, conditions and restrictions pertaining to the Property or Licensee's use thereof. Licensee shall not permit anything to be done or kept upon the Property that does or could interfere with the rights of Licensor, nor shall Licensee commit or permit any nuisance or any immoral or illegal act to be committed thereon. Licensee acknowledges that Licensor and its agents, contractors and subcontractors are now or may, during the term of this Agreement, be engaged in the construction of improvements and other construction related activities on, adjacent to or in the vicinity of the Property. Licensee agrees to use its best efforts to avoid any interference with any such construction activities and further agrees to comply promptly with any and all requests by agents or employees of Licensor (whether such requests are delivered in writing or orally) to move or remove any machinery, equipment, vehicles or persons interfering with the activities of Licensor or its agents, contractors or subcontractors.

4. **Maintenance of Property.** Licensee shall keep and maintain the the license area shown and depicted in Exhibit "B" in good order, condition and repair (including any such replacement and restoration required for that purpose), shall provide all precautions for the safety and protection of persons and property and keep the Property free from waste. Licensee will assume all responsibility for repair of any damages it causes to Property, including but not limited to driveways, curb and gutter, landscaping, fencing, signs, and underground lines. The Licensor will conduct site inspections before the Improvements are commenced and after they are completed to verify the condition of the Property.

5. **Ownership of Equipment.** Licensee retains title to all Project equipment it constructs and maintains on the Property, unless otherwise agreed between the Parties.

6. **Damage or Destruction.** Licensors has no obligation to reimburse Licensee for the loss of or damage to fixtures, equipment or other personal property left on the Property, nor injuries arising out of or attributable to the activities detailed in this Agreement, except for loss or damage caused by the negligence or fault of Licensors or its officers, employees, or agents. Licensors may insure all fixtures, equipment or other personal property for its own protection if it so desires.

7. **Restoration of Property.** Upon the expiration of this Agreement, Licensee's right to occupy the Property and exercise the privileges and right granted under this Agreement shall cease, and Licensee shall surrender and leave the Property in its near original condition as at the commencement of this Agreement, unless otherwise agreed to between the Parties in writing. Without limiting the generality of the foregoing, Licensee shall, promptly upon request of Licensors, restore the Property to its original grade prior to Licensee's entering upon the Property, and restore and refill any holes or trenches created by Licensee's digging or drilling on the Property; provided, however, that nothing herein shall require Licensee to restore the Property with regard to any work performed by Licensors during the Term. Licensee shall restore all disturbed areas in and around Property to near its original condition and will restore any chain link fencing and gates on Property to their original condition upon expiration, cancellation, or termination of the Agreement, unless otherwise agreed to between the Parties in writing.

8. **Utilities.** Licensee shall pay all charges for any services or utilities used by Licensee upon the license area shown and depicted in Exhibit "B".

9. **Safe Routes to School.** If applicable, throughout the duration of Project, Licensee shall maintain a safe route to school for the Licensors's students, faculty, and staff.

10. **Insurance.** Should Licensee hire an outside contractor to perform work on Property, Licensee must require said contractor to provide Licensors acceptable evidence of (i) no less than \$1,000,000.00 (One Million Dollars) each occurrence for commercial general liability insurance (including coverage for explosion, collapse, and underground (XCU), as applicable), with Licensors and Licensee named as additional insureds; (ii) statutory workers compensation/employer's liability insurance; and (iii) automobile insurance, and/or excess umbrella liability, for all owned, non-owned and hired vehicles, in an amount not less than \$1,000,000.00 (One Million Dollars) combined single limit, with no additional exclusions. At no time will Licensee be responsible for the work performed on the Property or the persons working on the Property.

11. **Indemnification.** Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, of its own officers and employees. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. If Licensee hires consultant(s) and/or contractor(s) to perform work consistent with the purpose of this license, then it shall require said consultants and/or contractors to provide indemnification in favor of the Licensors consistent with this license.

12. **Assignment.** This Agreement is specific to the Licensor, and may not be transferred or assigned in any manner, without the Licensor's approval. Licensee shall not assign or transfer this Agreement or any rights hereunder nor shall Licensee mortgage, pledge, hypothecate or encumber the rights granted herein without the prior written consent of Licensor, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver or other successor of Licensee, whether by operation of law or otherwise, without such written consent. Any attempt so to assign or transfer this Agreement without such written consent shall be null and void and of no force or effect. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns. Notwithstanding the preceding sentence, Licensee may permit a contractor to perform the Improvements and contractor shall have any and all rights granted to Licensee under this Agreement.

13. **Licensor's Right of Entry.** Licensor and its authorized agents and representatives may enter the Property at any time for any lawful and reasonable purpose. Without limiting the generality of the foregoing, Licensor and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Property at all times to make repairs, replacements or alterations thereto that may, in the opinion of the Licensor, be deemed necessary or advisable and from time to time to construct or install over, in or under the Property the systems or parts thereof and, in connection with maintenance, use the Property for access to other parts in and around the Property; provided that in the exercise of the right of access, repair, alteration or new construction, Licensor shall not interfere with the use and occupancy of the Property by the Licensee and the Licensee's Project. Exercise of any of the foregoing rights by Licensor or others pursuant or Licensor's rights shall not constitute an eviction of the Licensee, nor be made the grounds for any claim for damages.

14. **Amendment of Agreement.** The terms of this Agreement may be amended by a letter, signed and dated by an authorized representative of both parties listing any and all changes to the Agreement. Any significant changes to the original terms will result in a new Agreement being entered into.

15. **Notices.** Any and all notices and demands by or from Licensor to Licensee, or by or from Licensee to Licensor, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or by facsimile which is confirmed telephonically. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed given two (2) days after mailing or upon receipt, whichever is sooner.

To Licensee:

Clark County Public Works
Traffic Management Division
500 S. Grand Central Parkway
Las Vegas, NV 89155
Attention: Anthony Ramos P.E.
Phone: 702-455-6063
Email: Anthony.ramos@clarkcountynv.gov

To Licensor:

Clark County School District
Real Property Management Department
1180 Military Tribute Place
Henderson, Nevada 89074
Attention: Linda K. Perri, Director
Phone: 702-799-5214 x5408
Email: perrick@nv.ccsd.net

Clark County School District
Facilities Division
1180 Military Tribute Place
Henderson, Nevada 89074
Attention: John Lyons, Operations Manager
Phone: 702-378-2113
Email: lyonsje@nv.ccsd.net

- (a) Any party hereto may change its address for the purpose of receiving notices and demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address, shall not become effective, however, until the actual receipt thereof by the other party.
- (b) All notices hereunder shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

16. **No Partnership.** Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee. No provision of this Agreement, nor any acts of the Parties hereto, shall be deemed to create any relationship between Licensor and Licensee other than the relationship of licensor and licensee. This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement

17. **No Waiver.** Licensor's failure to enforce or delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. Licensor's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right.

18. **Remedies Cumulative.** The various rights, options, elections and remedies of Licensor contained in this Agreement shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Agreement.

19. **Captions.** The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of the Agreement, nor in any way affect this Agreement.

20. **Governing Law.** The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement.

21. **Exhibits.** All exhibits referred to herein are acknowledged by Licensee to have been fully and correctly completed and attached hereto prior to the execution of this Agreement, and Licensee and Licensor agree that such Exhibits form a part of, and are incorporated in, this Agreement.

22. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either party unless reduced to writing and duly executed by or on behalf of the parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to this Agreement shall be binding upon Licensor or Licensee as a warranty or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first set forth above.

CLARK COUNTY, NEVADA

CLARK COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada

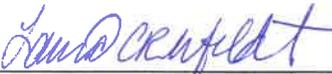
Marilyn Kirkpatrick Date
Chair, Board of County Commissioners

Linda K. Perri Date
Director

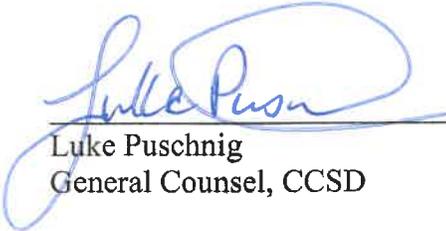
ATTEST:

Lynn Marie Goya
County Clerk

APPROVED AS TO FORM:



Laura C. Rehfeldt Date
Deputy District Attorney

 12/10/20

Luke Puschnig Date
General Counsel, CCSD

Exhibit A

Legal Description

APN: 177-14-301-025

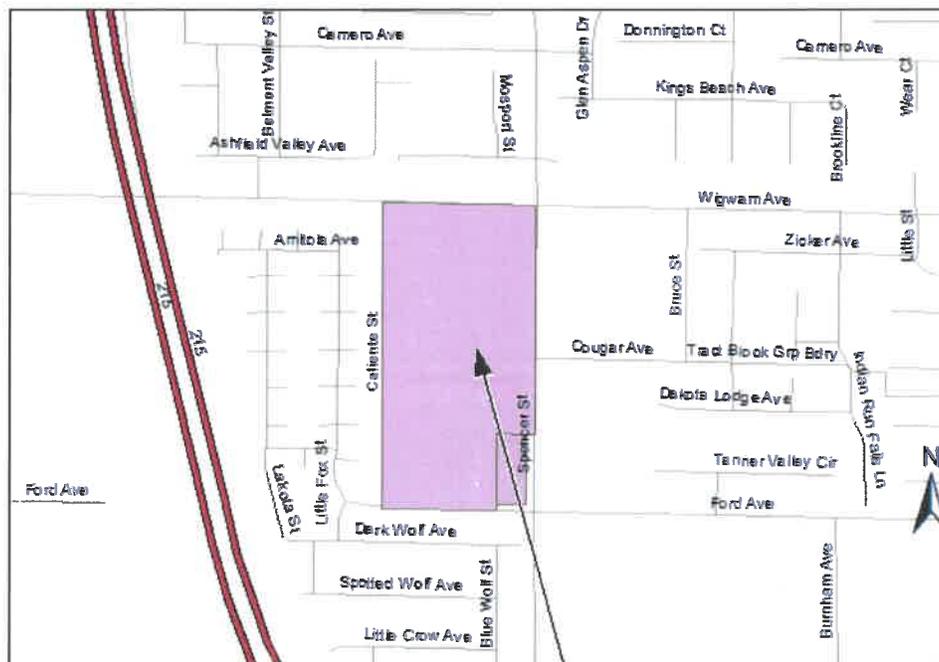
The Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) together with the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) together with the Southwest Quarter (SW 1/4) Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) together with the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 14, Township 22 South, Range 61 East M.D.M., Clark County, Nevada.

APN: 177-14-301-020

The East Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 14, Township 22 South, Range 61 East, M.D.B. & M.

Excepting therefrom the East Forty (40.00) feet and the South Thirty (30.00) feet as conveyed to Clark County for road purposes by document recorded March 22, 1973 in Book 311, as Document No. 270935, Official Records, Clark County, Nevada.

The site contains approximately 19.61 acres.



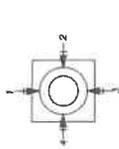
CCSD Property Location

**LICENSE AGREEMENT
CLARK COUNTY
JACK LUND SCHOFIELD MIDDLE SCHOOL**

Exhibit B



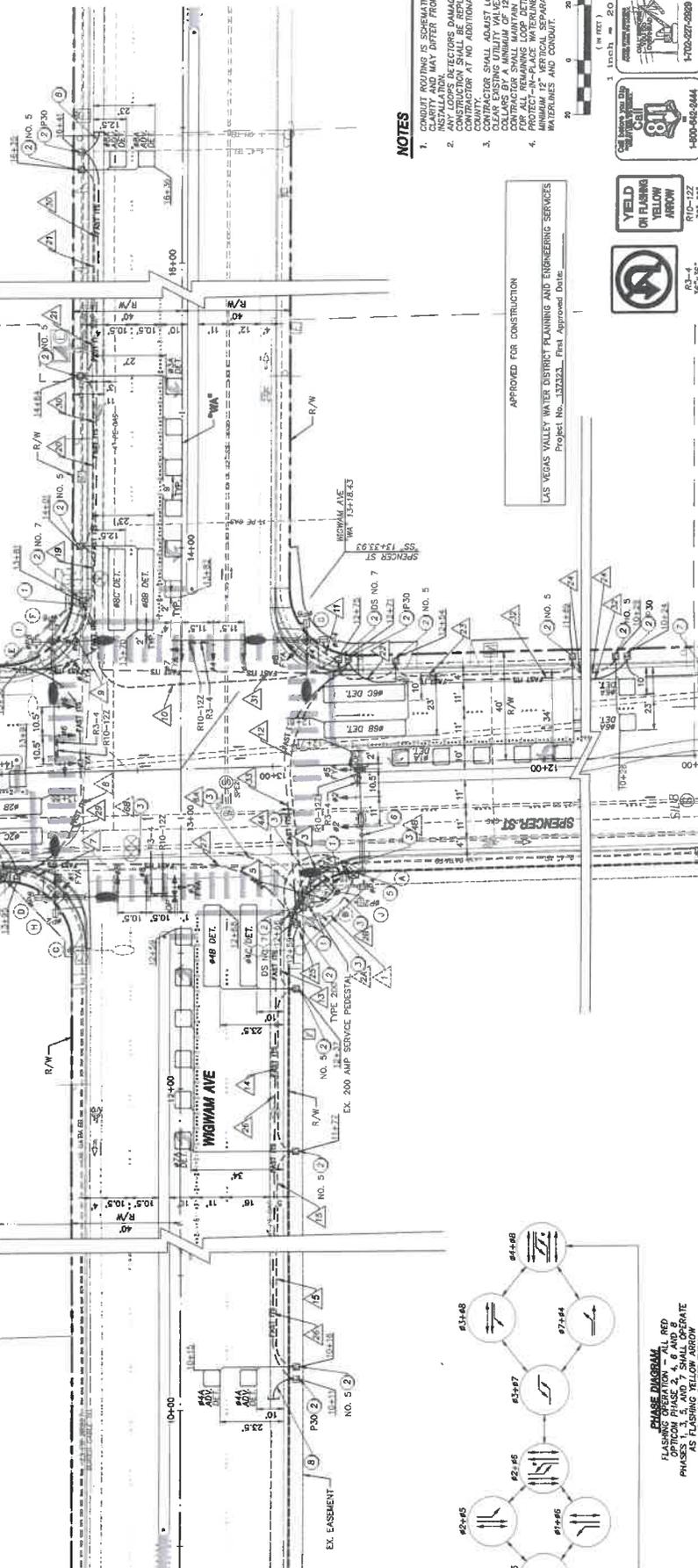
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QUADRANT LOCATOR
ARM OR SIGNAL LOCATION (Top View)

Exhibit C

- CONSTRUCTION KEY NOTES**
- EXISTING PULL BOX TO BE REMOVED
 - INSTALL PULL BOX (SIZE AS SHOWN)
 - INTERCEPT EXISTING CONDUIT AND EXTEND TO NEW LOCATION AS NEEDED
 - NOT USED
 - INSTALL MATES 880 VTS CONTROLS IN TYPE 87 CABINET WITH 19-INCH COLLAR PER USZCOCA TRAFFIC SIGNAL CABINETS
 - INSTALL TRAFFIC SIGNAL SYSTEM ON TRAFFIC SIGNAL POLE. CONSTRUCTION SYSTEM ON TRAFFIC SIGNAL POLE. ROBINSON (TRAFFIC SYSTEMS) MAINTENANCE SUPERVISOR - ATC EAST AT 702-882-4416 FOR COORDINATION AND ANTENNA LOCATION
 - STUB AND CAP 5' PAST MLL LIMIT
 - STUB AND CAP 5' PAST P30 PULL BOX



- NOTES**
- CONDUIT ROUTING IS SCHEMATIC FOR PLAN CLARITY AND MAY DIFFER FROM ACTUAL
 - ANY LOOPS DETECTORS DAMAGED BY CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE COUNTY.
 - CONTRACTOR SHALL ADJUST LOOP DETECTORS TO COLLARS BY A MINIMUM OF 12 INCHES. CONTRACTOR SHALL MAINTAIN STANDARD SPACING PROTECT-IN-PLACE WATERKES. MAINTAIN MINIMUM 12" VERTICAL SEPARATION BETWEEN WATERKES AND CONDUIT.

APPROVED FOR CONSTRUCTION
LAS VEGAS VALLEY WATER DISTRICT PLANNING AND ENGINEERING SERVICES
Project No. 13702A - First Approved Date

FAST
Underground
1-702-432-8300

CELL
1-800-962-9444

YIELD OR FLASHING YELLOW ARROW
R3-4
35" x 36"

ATKINS
1-702-257-0289

ATKINS
200 Corporate Oaks
Suite 200, North Las Vegas
NV 89128
Phone: 702.257.0289

SEAL
STATE OF NEVADA
Professional Engineer
No. 6880

TS.01
SHEET No. 15 OF 20
L-2271

SCALE: HORIZ: 1"=20'
VERT: NONE

DATE: SEPTEMBER, 2020
FIELD BOOK: NONE
WORK ORDER: NONE
PROJECT No.: 100067867

CHECKED BY: VP
DESIGNED BY: BS
DRAWN BY: BC

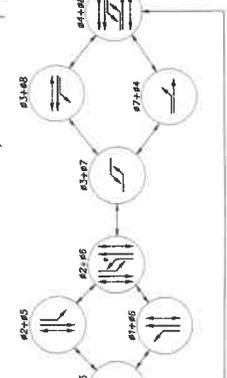
CLARK COUNTY

TRAFFIC SIGNAL PLAN

CLARK COUNTY, NEVADA, DEPARTMENT OF PUBLIC WORKS

TRAFFIC SIGNAL SYSTEM AT SPENCER STREET AND WIGWAM AVENUE

REV NO	DATE	DESCRIPTION	APPROVED



CHASE DIAGRAM
PHASES 1, 3, 5, AND 7 SHALL OPERATE AS PERMISSIVE LEFT TURN
PHASES 2, 4, 6 AND 8