

TEMPORARY LICENSE TO ENTER UPON PROPERTY

This Temporary License to Enter Upon Property entered into this ____ day of _____ 2024, by **CITY OF RENO, a Nevada municipal corporation**, ("CITY"), gives permission to the 501(c)(3) nonprofit, Reno Initiative For Shelter and Equality ("RISE") and its agents and contractors to enter upon various parcels owned by CITY ("PROPERTY"), further described in Exhibit "A" and located in Reno, Nevada for a period of time commencing January 22, 2025 and terminating on or before December 31, 2027 for the purpose of conducting workforce development and vegetation management activities.

RECITALS

WHEREAS, the CITY is owner of the attached various Assessor Parcel Numbers described in Exhibit "A", consisting of parks, pathways and riverbanks located adjacent to the Truckee River, Reno, Nevada from South Arlington Avenue to Galletti Way.

WHEREAS, RISE desires to enter upon the various City owned properties to conduct tree care focused on the workforce development work to increase Reno's urban tree canopy by:

- A. Wrapping tree bases with chicken wire and/or paint to protect them from beaver damage
- B. Remove invasive trees
- C. Remove dead/declining trees
- D. Reestablish and plant new native trees
- E. Collect tree inventory data
- F. Repair urban riparian and uplands areas
- G. Evaluate and strategy to maximize tree survival rates

WHEREAS, the CITY desires to give permission to RISE to enter upon the City owned properties described in Exhibit "A" for the purpose and reasons stated above.

NOW, THEREFORE, in consideration with respect to the above recitals, the CITY gives permission to RISE to enter upon the various City owned properties described in Exhibit "A" for the purpose of having access to the PROPERTY for the period commencing on January 22, 2025 and terminating on December 31, 2027 for the purpose of conducting channel maintenance including debris removal.

1. This License is to be governed by and construed in accordance with the laws of the State of Nevada.
2. Both CITY and RISE represent they have the authority to sign this License and has had sufficient opportunity to have an attorney of their choice review this License.
3. RISE will pay for any and all damages sustained to the above described property as a result of their activities and the activities of its agents and contractors.
4. RISE for the duration of this Temporary License to Enter Upon Property, will indemnify, hold harmless and defend CITY from and against liability for loss, damage or liability CITY may suffer

Final License

or sustain by reasons arising from the performance of the activity identified above by RISE, its agents and contractors. Liability includes all claims, actions, damages, losses, judgments, injuries, costs and expenses including, but not limited to, reasonable attorney's fees and costs.

5. RISE acknowledges and agrees that it is entering and using the Premises in its "as is" condition and all activities of License, its agents and contractors are performed at its own risk.

6. RISE, its agents and contractors shall maintain, for a two-year period of time after termination or revocation of this License, comprehensive general liability insurance for limits of not less than two million dollars (\$2,000,000) for bodily injury and property damage, per occurrence. As evidence of liability insurance coverage, the City will accept certification of insurance issued by an authorized representative of the insurance carrier. Each certificate shall contain a 30-day written notice of cancellation to the certificate holder and shall name the City as an additional insured for any reason other than non-payment of premium. For non-payment of premium at least 10-day written notice of cancellation for non-payment of premium.

7. No legal title or leasehold interest in the Property is created or vested in RISE by the grant of this License. Use of the Property shall be limited to the scope of this License.

8. This License and rights conveyed herein are subordinate to the City's rights and abilities to determine, in its sole discretion, what is in the best interest of the public with respect to use and maintenance of the subject property, as such all or a portion of the rights conveyed by this License could be superseded and replaced for other public uses.

9. RISE, its agents and contractors shall not use the Property which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

10. City may revoke this License at will by having a written revocation notice delivered to the other party prior to the termination date specified in the notice.

11. City will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes.

12. Any and all notices, requests, demands or other communications to or upon a party in connection with this License shall be in writing and shall be personally delivered or sent by telecopy or other electronic facsimile transmission, or by certified mail postage prepaid, to the respective designated representative and at the following address or an address for each party as designated from time to time:

CITY: City of Reno
Attn: Lori Miles, Property Agent
1 East First Street, 12th Floor
Reno, Nevada 89501

Final License

RISE: The Reno Initiative for Shelter and Equality
 Attn: Benjamin Castro, Executive Director
 605 S 21st St.
 Sparks, NV 89431

13. No right hereunder may be assigned, divided, transferred, encumbered or granted by RISE; and (ii) RISE may not sublet, grant a sub-easement or any license or permit any use of the Premises for anything other than for the purposes and within the limitations stated above.

14. This License is terminated on December 31, 2027.

CITY OF RENO, a Nevada municipal corporation

By: _____
 Hillary L. Schieve, Mayor

ATTEST:

By: _____
 Mikki Huntsman, City Clerk

APPROVED AS TO FORM:

By: _____
 Jonathan Shipman
 Chief Deputy City Attorney

The Reno Initiative for Shelter and Equality

By: _____
 Benjamin Castro, Executive Director

EXHIBIT “A”
CITY OF RENO OWNED TRUCKEE RIVER ACCESS PARCELS
Available for Workforce Development and Vegetation Management Activities by
RENO INITIATIVE FOR SHELTER AND EQUALITY

# of parcels	APN	Acreage
1	011-111-20	1.69
2	011-111-27	0.411
3	011-606-04	1.04
4	012-015-09	1.402
5	012-016-13	0.402
6	012-071-23	0.981
7	012-051-22	1.631
8	012-051-30	1.596
9	012-391-08	0.582
10	011-450-01	0.544
11	011-450-31	1.03
12	012-292-05	5.574
13	012-302-13	0.039
14	012-301-16	3.99
Total		20.912