

LICENSE AGREEMENT BETWEEN TRUCKEE DONNER RECREATION AND PARKS DISTRICT (BIKE PARK) & TRUCKEE TAHOE AIRPORT DISTRICT

This License Agreement (“**License Agreement**”) is made and entered into this first day of September, 2025 (the “**Effective Date**”) by the Truckee Tahoe Airport District, a California airport district organized (“**Licensor**”) and Truckee Donner Recreation and Park District, a California recreation and park district (“**Licensee**”). Licensor and Licensee are sometimes individually referred to as “Party” and collectively as “Parties” in this License Agreement.

R E C I T A L S:

A. Licensor owns that certain real property situated in the County of Nevada, Assessor's Parcel Number 019-440-068 , State of California, hereinafter called the “**Property**.”

B. Licensee currently licenses a portion of the Property more particularly described and identified in Exhibit “A” (“**License Area**”).

C. The Parties wish to update and supersede the existing license agreement for the License Area as set forth in this License Agreement.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Grant of License.

(a) Subject to the terms and conditions set forth in this License Agreement, Licensor grants Licensee and its employees, contractors, agents, and representatives (“**Licensee’s Representatives**”) the right to use the License Area described in this Section 1. During the term of the License Agreement (as defined in Section 4 below), the “License Area” shall refer to the area depicted in **Exhibit A** attached hereto and incorporated herein, together with rights of ingress and egress to and from the License Area along existing or modified roadways as determined by Licensor.

(b) All of the activities of Licensee and Licensee's Representatives pursuant to this License Agreement are referred to herein as the “**Activities**.” Licensee agrees that the granting of the license under this License Agreement shall not render the license irrevocable, and shall not be construed to create a license coupled with an interest in the Licensor’s Property.

2. Use of License Area.

(a) Licensee and Licensee's Representatives shall have the exclusive right to use the area of the Property shown on **Exhibit A** (the “**License Area**”) for the construction, maintenance and use of mountain bike trails and features. Licensee and Licensee's Representatives shall obtain and maintain all applicable land use and building permits necessary for the use of the License Area. Licensee may contract with a non-profit or similar community group to develop and maintain the mountain bike trails and features. Such group(s) shall be Licensee’s Representatives and shall have no individual right to use the Property or License Area beyond that granted to Licensee.

(b) Personnel. Licensors shall not have any duty to guard or secure the License Area and it shall have no liability for any injury, loss, or damage to, the goods, property, facilities, improvements, or equipment of Licensee or anyone acting for or on behalf of Licensee, irrespective of the cause of such injury, loss, or damage, except to the extent that an injury, loss, or damage is caused by the gross negligence or sole willful misconduct of Licensors, or its governing body, officers, directors, agents, employees, and volunteers. Licensee shall ensure that all participants, that register for use of the License Area, participate in a registered event on the License Area, or sign up for activities that use the License Area, which for example may include but are not limited to, the reservation of a picnic area, registering for a bike lesson or camp that uses the License Area, sign a waiver of liability in a form requested by Licensors prior to use. Non-registered or non-event public use of the License Area is not subject to the requirement of a waiver of liability. Licensee shall provide copies of such waivers upon request of Licensors and waivers shall be retained for the term of this License Agreement plus four years.

3. Possessory Interest Tax. The Parties agree this License Agreement creates a revocable license to use the Property in connection with the Activities and not a possessory interest in land. If, however, Nevada County Assessor or other taxing entity finds that this License Agreement creates a possessory interest subject to property taxation, Licensee shall pay the property tax levied on the premises as a result of such finding subject to Licensee's right to protest and appeal such assessment in accordance with applicable laws and regulations.

4. Term and Payment. This License Agreement shall be for a term of 10 years commencing on the Effective Date and expiring on its anniversary date (the "**Termination Date**"). In addition, this License Agreement may be terminated by Licensors in its sole discretion without cause with thirty days' written notice to Licensee. During the term of this License Agreement, Licensee shall pay Licensors the sum of \$5,796 per year due on the first of April each year. If the License Agreement is terminated mid-month, Licensee shall not be entitled to a portion of this payment amount.

5. Annual Adjustments. Throughout the Term, the rent shall be adjusted on an annual basis between each Rent Study (defined herein) in compliance with the Leasing/Rents and Fees Policy. In no event shall rent be adjusted less than the rent paid during the immediately preceding year.

6. Rent Study Adjustments. The annual rent shall be adjusted every fifth (5th) year and every five (5) years thereafter to Market Rent. Adjustments shall be made based on the findings of a Rent Study in compliance with the Leasing/Rents and Fees Policy.

7. Use of License Area.

(a) As Is. Licensee accepts the License Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS," subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the License Area. Except in the event of an emergency where Licensee is unable to make contact with Licensors after exercising reasonable efforts to do so, Licensee shall not make any alterations, repairs or improvements to the Property without the prior written consent of Licensors, which consent shall not be unreasonably withheld, conditioned or delayed. Licensors may require Licensee to alter or remove, at Licensee's

sole expense, any emergency work done by Licensee if the emergency work interferes with Licensors' uses.

(b) Use. Licensee shall exercise reasonable care in the conduct of the Activities in the License Area. Licensee shall maintain the License Area in reasonably neat and orderly condition. Licensee shall not use the License Area or permit anything to be done in or about the License Area that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement relating to the use or occupancy of the License Area.

(c) Mechanic's Liens. Licensee shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by Licensee or at Licensee's request or for Licensee's benefit. If any mechanic's liens are placed on the Property in connection with Licensee's use or the Activities, Licensee shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute, at Licensee's expense.

(d) Damage to License Area. During the term of this License Agreement, Licensee shall repair all damage to the License Area, regardless of cause except damage due solely to the sole negligence or willful misconduct of Licensors, its agents, or employees.

(e) Restoration. Upon Licensee's ceasing to use the License Area, Licensee shall remove all personal property of Licensee from the License Area, remove all vehicles, personal property, debris and waste material of Licensee and Licensee's Representatives from the License Area, and repair and restore the License Area to the condition that existed prior to Licensee's entry hereunder excepting ordinary wear and tear.

(f) Structures and Permitting. No structures greater than 35 feet tall may be erected, and all developments and bike park features shall obtain and maintain all applicable land use and building permits necessary for the use of License Area.

(g) Tree Trimming/Removal. Licensors reserves the right to mitigate any trees that may intrude on the navigable airspace. Licensors may also remove trees in the License Area for wildfire mitigation or forest management. Any structures that may be affixed to trees requiring mitigation will be removed with no reimbursement to Licensee.

8. Notices. Any notice or communication given under this License Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties as follows:

LICENSOR:

Truckee Tahoe Airport District
10356 Truckee Airport Road
Truckee, CA 96161

LICENSEE:

Truckee Donner Recreation & Park District
10981 Truckee Way
Truckee, CA 96161

Either Party may change the mailing address or email address to which notice or communication is to be sent by providing advance written notice to the other Party.

9. Insurance. Licensee shall at all times during the term of this License Agreement maintain, at a minimum, the insurance coverage required under this section. License shall not use the License Area until it has provided evidence satisfactory to Licensor that it has secured all insurance required under this section.

(a) Commercial General Liability

i. Licensee shall take out and maintain, during the performance of all work under this License Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to Licensor.

ii. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01).

iii. Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion
- deleted
- (7) Contractual Liability with respect to this License Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

iv. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the License Agreement.

v. The policy shall give Licensor, its officials, officers, employees, agents and Licensor designated volunteers additional insured status at least as broad as ISO endorsement forms CG 20 10 10 01 and 20 37 10 01.

vi. The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention ("SIR"), subject to written approval by Licensor, and provided that such deductibles or SIR shall not apply to Licensor as an additional insured. Policies may not be subject to a SIR or deductible that exceeds \$25,000 unless approved

in writing by Licensor. Any and all deductibles and SIRs shall be the sole responsibility of Licensee who procured such insurance, and shall not apply to Licensor. Licensor may deduct from any amounts otherwise due Licensee to fund the SIR/deductible.

Licensee's obligation hereunder for the amount approved by Licensor may be satisfied by self-insurance upon evidence of adequately funded financial capacity satisfactory to the Parties' agreement to waive subrogation against Licensor respecting any and all claims that may arise. Deductible and retention provisions shall not contain any restrictions as to how, or by whom, the deductible or retention is paid. Any deductible or retention provision limiting payment to the named insured is unacceptable.

Limits may be met by a combination of primary and excess coverage. In the event Licensee or its agents procure excess or umbrella coverage to maintain certain limits requirements outlined herein, these policies shall also satisfy all specified endorsements and stipulations, including (where applicable) provisions that Licensee's insurance be primary without any right of contribution from Licensor.

(b) Automobile Liability

i. At all times during the performance of the work under this License Agreement, Licensee shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to Licensor.

ii. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

iii. The policy shall give Licensor, its officials, officers, employees, agents and Licensor-designated volunteers additional insured status.

iv. Subject to written approval by Licensor, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to Licensor as an additional insured. With prior approval from the Licensor, Licensee may utilize the coverage options as identified and restricted in 9(a)vi. to satisfy the automobile liability insurance requirement.

(c) Workers' Compensation/Employer's Liability

i. Licensee certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing work under this License Agreement.

ii. To the extent Licensee has employees at any time during the term of this License Agreement, at all times during the performance of the work under this License Agreement, Licensee shall maintain full compensation insurance for all persons employed directly

by it to carry out the work contemplated under this License Agreement, all in accordance with the “Workers’ Compensation and Insurance Act,” Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer’s Liability Coverage in amounts indicated herein. Licensee shall require all representatives with employees, if any, to obtain and maintain, for the period required by this License Agreement, workers’ compensation coverage of the same type and limits as specified in this section. With prior approval from the Licensor, Licensee may utilize the coverage options as identified and restricted in 9(a)vi. to satisfy the worker’s compensation insurance requirement.

(d) Minimum Policy Limits Required

i. The following insurance limits are required for the License Agreement:

Combined Single Limit

Commercial General Liability	\$2,000,000 per occurrence/ \$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer’s Liability	\$1,000,000 per accident or disease

ii. Defense costs shall be payable in addition to the limits.

iii. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this License Agreement. These are the minimum insurance requirements and do not in any way represent or imply that such coverage is sufficient to adequately cover the Licensee’s liability under this License Agreement. The full coverage and limits of insurance or self-insurance carried by or available to Licensee shall be available to Licensor and these insurance requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The insurance obligations under this License Agreement shall be: 1 - all the insurance coverage and limits and retention carried by or available to Licensee; or 2 - the minimum insurance requirements shown in this License Agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to Licensor.

(e) Evidence Required

Prior to execution of the License Agreement, Licensee shall file with Licensor evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the Commercial General Liability policy signed by the insurer’s representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the

names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

(f) Policy Provisions Required

i. Licensee shall provide Licensor at least thirty (30) days' prior written notice of cancellation of any policy required by this License Agreement, except that Licensee shall provide at least ten (10) days' prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this License Agreement, Licensee shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to Licensor at least ten (10) days' prior to the effective date of cancellation or expiration.

ii. The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Licensee's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by Licensor or any named insureds shall not be called upon to contribute to any loss.

iii. The retroactive date (if any) of each policy is to be no later than the Effective Date of this License Agreement.

iv. All required insurance coverages shall contain or be endorsed to provide a waiver of subrogation in favor of Licensor, its officials, officers, employees, agents, and volunteers or shall specifically allow Licensee or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Licensee hereby waives its own right of recovery against Licensor, and shall require similar written express waivers and insurance clauses from each of its representatives.

v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Licensee from liability in excess of such coverage, nor shall it limit Licensee's indemnification obligations to Licensor and shall not preclude Licensor from taking such other actions available to Licensor under other provisions of the License Agreement or law.

(g) Qualifying Insurers

i. All policies required shall be issued by acceptable insurance companies, as determined by Licensor, which satisfy the following minimum requirements:

ii. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

(h) Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Licensee, and any approval of said insurance by Licensor, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Licensee pursuant to this License Agreement, including but not limited to, the provisions concerning indemnification.

ii. If at any time during the life of the License Agreement, any policy of insurance required under this License Agreement does not comply with these specifications or is canceled and not replaced, Licensor has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Licensor will be promptly reimbursed by Licensee. In the alternative, Licensor may cancel this License Agreement.

iii. Licensor may require Licensee to provide complete copies of all insurance policies in effect for the duration of the Project.

iv. Neither Licensor nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this License Agreement.

(i) Subconsultant Insurance Requirements. Licensee shall not allow any contractors, consultants, representatives to commence work on any subcontract until they have provided evidence satisfactory to Licensor that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name Licensor as an additional insured using a form at least as broad as ISO form CG 20 38 04 13. If requested by Licensee, Licensor may approve different scopes or minimum limits of insurance for particular entities.

12. Indemnification. Licensee shall indemnify, defend (by counsel of Licensor's choosing) and hold harmless Licensor and its governing body, officers, directors, agents, employees, and volunteers (collectively, the "**Indemnified Parties**") from and against all claims, losses, actions, demands, damages, costs, expenses, and liability in law or equity (including, but not limited to, expert witness fees and attorney's fees and other related costs and expenses) (collectively, "**Claims**") that may arise by reason of any occurrence attributable to or arising out of, or are caused by, the Activities, or the entry on or use of, the Property by Licensee or Licensee's Representatives under this License Agreement, including, but not limited to, Claims relating to (i) injury to or death of any person; (ii) injury to any property, and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by Licensee or Licensee's Representatives. Licensor shall have no liability to Licensee, and Licensee waives all claims against Licensor, arising from, or in any way related to, occurrences within the scope of the above indemnity except to the extent caused by the gross negligence or willful misconduct of an Indemnified Parties. Licensee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Licensee, Licensor, its officials, officers, employees, agents, or volunteers. The indemnification obligations of Licensee under this Section 12 shall survive the expiration or earlier termination of this License Agreement.

10. Miscellaneous.

(a) Governing Law. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California. Any litigation arising from this Licensing Agreement shall be brought in the Superior Court of Nevada County.

(b) Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.

(c) No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

(d) Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(e) Authority. Each party to this License Agreement warrants to the other that it has the right and authority to enter into and to perform its obligations under this License Agreement, without the consent of any third party, and that the person signing below is authorized to bind such party.

(f) Interpretation. This License Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this License Agreement.

(g) Successors and Assigns. This License Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of each party.

(h) Entire Agreement. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended, except by a written agreement executed by both parties. This License Agreement expressly supersedes the prior license agreement between the dated September 26, 2012.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the last date set forth below each signature, effective upon the Effective Date first written above.

Licensee:

TRUCKEE DONNER RECREATION AND
PARK DISTRICT

By: _____

Name: _____

Its: _____

Date: _____

Licensor:

TRUCKEE TAHOE AIRPORT DISTRICT

By: _____

Name: Robb Etnyre

Its: General Manager

Date: _____

Licensor:

TRUCKEE TAHOE AIRPORT DISTRICT

By: _____

Name: David Diamond

Its: Board President

Date: _____

Licensor:

TRUCKEE TAHOE AIRPORT DISTRICT

By: _____

Name: Joshua Nelson

Its: _____

Date: _____