

LICENSE AGREEMENT

This License Agreement ("**Agreement**"), dated August 6, 2015 (the "**Effective Date**"), is made by and between NASH Cascadia Verde, LLC, a Delaware limited liability company ("**Licensor**") and Pierce County Fire District 18 dba Orting Valley Fire and Rescue, ("**Licensee**").

RECITALS

A. Licensor is the owner of a certain Master Planned Community near 198th Street East and Rhodes Lake Road in unincorporated Pierce County, Washington known as Tehaleh ("**Property**").

B. Licensee desires to utilize certain areas within the Property for the purpose of conducting supervised fire and emergency management training activities ("**Training**").

C. Licensor is willing to allow temporary use of areas within the Property for Training by Licensee under certain terms and conditions.

D. This Agreement sets forth the terms and conditions under which Licensor will allow use by Licensee of the Property for Training and set forth the rights and obligations of Licensee.

LICENSE AGREEMENT

In consideration of the grant of a license for the temporary use by Licensee of the Property for Training, the parties agree as follows:

1. Grant of License. Licensor hereby grants to Licensee, its employees, trainees, contractors, and agents (collectively "**Licensee**") under the terms and conditions set forth herein below, a non-exclusive license (the "**License**") for access to and use of:

1.1 certain areas within the Property as shown on **Exhibit A** and hereinafter identified as the "**Training Area**";

1.2 access on the Property to those certain areas described above in Section 1.1.

2. Scope of Use of Areas. Licensee shall have the right to use those certain areas described under Section 1, above, for Training purposes limited to district sponsored and supervised fire and emergency management training activities between the hours of 7:00 a.m. and 7:00 p.m., on pre-arranged dates per Paragraph #4.

3. Term. The rights granted to Licensee under this Agreement shall commence upon the Effective Date and terminate on August 31, 2016. Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other party.

4. Licensee Obligations: Licensee shall be required to provide the following information and/or services, as appropriate under the circumstances, in conjunction with the rights granted under this Agreement:

4.1 Not less than fourteen (14) days in advance of the Training activities, Licensee will complete the Submittal Form for Fire Training Exercise as shown on **Exhibit B**. Licensor shall provide Licensee with written approval or denial (which shall be in Licensor's sole discretion) of the Training activity not less than seven (7) days prior to the proposed Training activity.

4.2 Cones, signage and such other appropriate traffic control measures to direct and control traffic and parking at all times the Property is in use by Licensee.

4.3 Any safety signage or other methods appropriate to warn of any dangers present during the use of the Property for Training.

4.4 Portable restrooms as necessary.

4.5 Clean-up or restoration, as appropriate, and removal of any signage placed by Licensee within those areas utilized by Licensee.

5. Compliance with Law; Waste; Nuisance. Licensee shall not do or permit to be done, in connection with its use of the Property, anything which is prohibited by or will in any way violate or conflict with any present or future law, statute, ordinance, or governmental rule or regulation. Licensee agrees (a) not to commit any waste and not to store any fuels or toxic or hazardous materials on the Property; (b) not to commit any public or private nuisance or any other act or thing which might or would interfere with or disturb the quiet use or enjoyment by Licensor or any occupant of nearby property; and (c) not to burn refuse or other materials in or about the Property, or permit any activity or activities which might cause unreasonable annoyance to Licensor or occupants of any such nearby property.

6. "AS IS" LIMITATION. LICENSEE ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY AS DESCRIBED UNDER SECTION 1 ABOVE AND LICENSEE ACCEPTS THOSE CERTAIN AREAS IN THEIR PRESENT CONDITION "AS IS" AND "WITH ANY FAULTS". LICENSEE FURTHER RELEASES AND WAIVES ANY CLAIMS IT MAY HAVE NOW OR IN THE FUTURE AGAINST LICENSOR RELATING TO THE CONDITION OF THE PROPERTY OR ANY DEFECTS THEREON WHETHER KNOWN OR UNKNOWN ON THE EFFECTIVE DATE OF THIS AGREEMENT.

7. Insurance, Indemnity and Waiver

7.1 Insurance. At all times during the term of this Agreement and any extension or renewal thereof, and prior to any entry onto the Property by Licensee, Licensee shall deliver to Licensor continuously current certificates of insurance (and original additional insured endorsements with respect to the insurance described in clauses (ii) and (iii), below) which evidence that Licensee and Licensee's contractors, subcontractors and consultants are carrying (i) workers' compensation insurance in statutory amounts, together with Employer's

Liability coverage with limits not less than \$1,000,000 bodily injury by accident (each accident), \$1,000,000 bodily injury by disease (policy limit) and \$1,000,000 bodily injury by disease (each employee); (ii) a commercial general liability insurance policy, including products and completed operations coverage and contractual liability coverage, in an amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; and (iii) automobile liability insurance covering all owned, non-owned and hired vehicles in an amount of at least One Million Dollars (\$1,000,000) per accident. The insurance policies described above in clauses (ii) and (iii) shall be endorsed to name Licensor and Newland Real Estate Group, LLC, along with Licensor's and its investors, partners, members and/or affiliates and their respective affiliates, members, partners, investors, directors, officers, employees and any agent of the foregoing (collectively, the "**Licensor Parties**") as additional insureds, shall be primary and non-contributing with any other insurance available to Licensor or the Licensor Parties, shall be issued on an occurrence basis, and shall contain a full waiver of subrogation clause. All insurance referred to in this Section 7.1 to be carried by Licensee shall be with financially responsible insurance companies having a rating of not less than A-/VII from A.M. Best & Co.

7.2 Indemnity. Licensee shall defend (with counsel reasonably acceptable to Licensor), indemnify and hold harmless Licensor, the Licensor Parties, and the Property from and against any and all claims arising from Licensee's use of the License and/or Property, and shall further defend (with counsel reasonably acceptable to Licensor), indemnify and hold harmless Licensor and the Licensor Parties from and against any and all claims arising from any breach or default in the performance of any obligation on Licensee's part to be performed under the terms of this Agreement. Licensee's indemnification obligations set forth herein shall survive any termination of the License and/or this Agreement.

7.3 Liens. Licensees shall not suffer or permit to be enforced against the Property, or any part thereof, any mechanics', materialmen's, contractor's or subcontractor's liens or any claim for damage arising from any work performed by Licensee or its representatives, contractors, subcontractors, agents or employees, and Licensee shall pay or cause to be paid all claims or demands relating to such work before any action is brought to enforce the same against the property. Licensor reserves the right at any time and from time to time to post and maintain on the Property or any portion thereof or improvement thereon such notices of non-responsibility or otherwise as may be necessary to protect Licensor against liability for any such liens and claims.

7.4 Waiver of Liability. Neither Licensor nor any Licensor Party shall be liable at any time for any loss, cost, damage or injury to any person or the property of any person whomsoever at any time occasioned by or arising out of any act or omission of District, or of the use of the Property by or under District, or directly or indirectly from any state or condition of the Property or any part during the Term, other than arising from the willful acts or omissions of Licensor, and Licensee hereby waives any and all claims against Licensor and the Licensor Parties for any such loss, cost, damage or injury. The foregoing waiver includes a waiver of claims for damage to or loss of any automobile, other vehicle, trailer, equipment, or materials parked or stored on or near the Property pursuant to this Agreement.

8. Miscellaneous Provisions

8.1 Assignment. Licensee shall not assign the License or this Agreement without the express written consent of Licensor, which consent may not be unreasonably withheld. No assignment shall release Licensee from any liability under this Agreement.

8.2 Default. The occurrence of any of the following shall constitute a default by Licensee: failure by Licensee to perform any obligation required of it under this Agreement; or Licensee's making a general assignment or general arrangement for the benefit of creditors or initiating or becoming the subject of a case or proceeding under any law, either now in effect or hereafter enacted, relating to bankruptcy, insolvency, reorganization or other debtor relief that is not dismissed within thirty (30) days. In the event Licensee commits any such default, Licensor shall have the right at its election to immediately terminate Licensee's rights under this License, as well as to exercise any and all other remedies available to Licensor at law or in equity.

8.3 Entry by Licensor. Provided that Licensor does not materially interfere with Licensee's enjoyment of the License, Licensor shall be entitled to go on and about the Property, during the term of the License, for any purpose and at any time whatsoever.

8.4 No Waiver. No failure by either Licensor or Licensee to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any of the provisions of this Agreement shall be binding unless executed in writing by the party making the waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall any such waiver be deemed to be a continuing waiver unless expressly so stated.

8.5 Attorney's Fees. In case suit shall be brought because of the breach or alleged breach of any covenant herein contained, or for equitable or declaratory relief, the prevailing party shall recover from the non-prevailing party all costs and expenses incurred therein, including reasonable attorneys' fees and expenses incurred in enforcing any judgment.

8.6 Notices. Any notices, demands or requests from one party to another may be personally delivered, sent by overnight express delivery service, sent by mail, certified or registered, postage prepaid, sent via facsimile, or sent in PDF via email to the addresses stated in this section. Notices shall be deemed received upon actual delivery to the addressee with respect to personal or express service delivery, facsimile, or email and three (3) days after deposit in the mail with respect to mailing. Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this Section to the other party; provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from Licensor to Licensee shall be given to Licensee addressed as follows:

NASH Cascadia Verde, LLC
505 South 336th Street, Suite 430
Federal Way, WA 98003
Attn.: Scott Jones
Telephone No.: (253) 275-3361
Facsimile No.: (253) 275-3362
Email: sjones@newlandco.com

With a copy to:

Newland Real Estate Group, LLC
4790 Eastgate Mall, Suite 150
San Diego, California 92121
Attention: Legal Department
Telephone No.: (858) 455-7503
Facsimile No.: (858) 455-6142

All notices, demands or requests from Licensee to Licensor shall be given to Licensor addressed as follows:

Pierce County Fire District 18 dba Orting Valley Fire and Rescue
PO Box 386
401 Washington Avenue SE
Orting, WA 98360
Attn: Chief Zane Gibson
Telephone No.: (360) 893-2221
Cell No.: (253) 948-2971
Email: zgibson@ovfr.org

9. Counterparts. This Agreement may be executed by the parties in counterparts, which together shall constitute one instrument.

9.1. Not a Lease. The License is not a lease and shall not be deemed or construed as such.

9.2. Interpretation. The headings of this Agreement are for purposes of reference only and shall not limit or define the meanings of the provisions hereof. The parties acknowledge that each party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

9.3. Applicable Law. The laws of the State of Washington shall govern the validity, performance and enforcement of this Agreement. This Agreement shall be deemed made and entered into in Pierce County and, in the event of any claim or dispute, jurisdiction and venue will be in Pierce County.

9.4. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, fully supersedes any and all

prior understandings, representations, warranties and agreements relating thereto, and may be modified only by written agreement, signed by each of the parties.

9.5. Binding Power. Each person executing this Agreement warrants and represents that he or she is duly authorized to execute this Agreement on behalf of Licensor or Licensee, as applicable.


IN WITNESS WHEREOF, the undersigned have executed this Agreement in duplicate as of the date first set forth above.

LICENSOR:

NASH CASCADIA VERDE, LLC
a Delaware limited liability company

LICENSEE:

PIERCE COUNTY FIRE DISTRICT DBA
ORTING VALLEY FIRE AND RESCUE

By: 
Name: SCOTT JONES
Title: Authorized Signatory
Date: 8-6-15


By: 
Name: Zach Gibson
Its: Fire Chief
Date: 8/10/15

EXHIBIT "A"

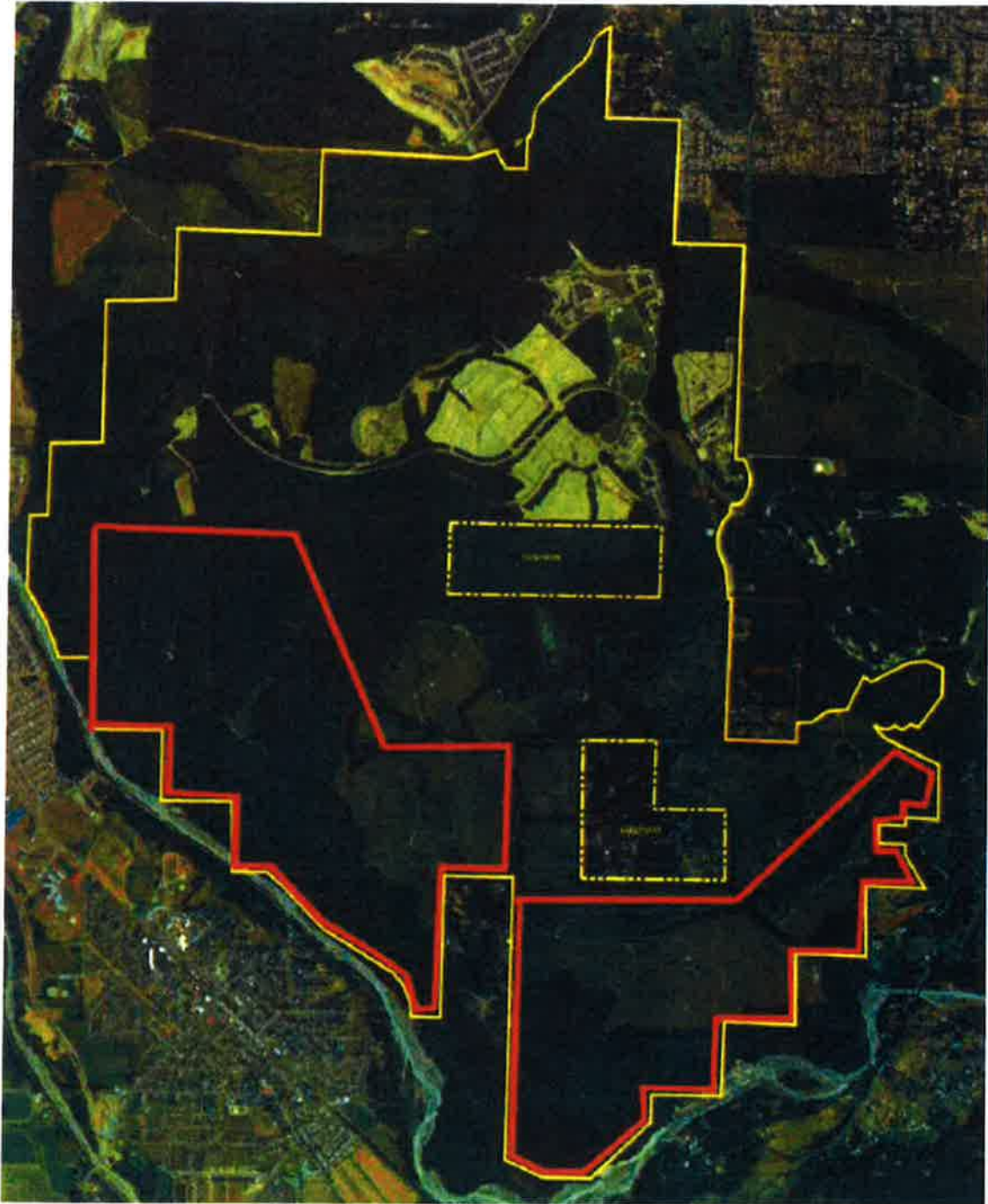


EXHIBIT "A"

EXHIBIT "B"

Submittal Form
Fire Training Exercise

The License Agreement in effect between NASH Cascadia Verde, LLC (Tehaleh) and Pierce County Fire District 18 dba Orting Valley Fire and Rescue outlines the process under which Orting Valley Fire and Rescue is allowed to utilize certain areas of the planned community of Tehaleh for the purpose of conducting supervised fire and emergency management training activities.

In accordance with Paragraph 4.1 of the License Agreement, the following information regarding the proposed training is to be submitted to Tehaleh no later than fourteen (14) days in advance of the proposed training activities. In turn, Tehaleh is to provide Orting Valley Fire and Rescue with written approval or denial of the training activity not less than seven (7) days prior to the proposed training activity.

Proposed training date(s)	
Proposed time(s) the training will be held	
Proposed location of the training <i>(attach map indicating proposed location)</i>	
Description of type of training to be conducted	
Estimated number of personnel attending	
Name and phone number of the contact person	

Pierce County Fire District 18 dba Orting Valley Fire and Rescue

Date

Tehaleh Representative

Date

APPROVED

DENIED

Orting Valley Fire & Rescue Contact

Name:

Email:

Phone:

Newland Contact

Mark Enebrad, Project Manager

MENEbrad@newland.com Mobile

Mobile Phone: 253-254-3033