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FILED

NO. 98-227

APPROVED 12/3/98 COMMISSIONERS

98 DEC -7 A9 57

LICENSE AGREEMENT

THIS AGREEMENT is entered between James H. Milligan, trustee

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BARBARA BEED ~~James H. Milligan 1987 Trust Agreement dated July 22, 1987~~

CLERK  
DEPUTY

and Lois Darlene Milligan, Trustee of the Lois Darlene Milligan Trust Agreement dated July 22, 1987, hereafter referred to as

"Owners", and Douglas County, a political subdivision of the state of Nevada, P.O. Box 218, Minden, Nevada, hereafter referred to as "County". In this agreement, the singular shall include the plural and the masculine shall include the feminine. Owners designate Karen D. Dennison, Esq., a resident of the State of Nevada, whose physical and mailing address, telephone and telefax numbers are as follows, as its agent for any and all notices provided herein:

Hale Lane Peek Dennison Howard and Anderson  
100 West Liberty Street - Tenth Floor  
Reno, Nevada 89501

FOR AND IN CONSIDERATION of the mutual promises, covenants and agreements contained herein, the parties agree as follows:

1. County hereby grants to owner a license to maintain existing improvements which are depicted on Exhibit A, attached and incorporated by reference and which are within the boundaries of Lincoln Park Beach Road, as modified by the Order of Abandonment issued by the Douglas County Board of Commissioners, dated the 3RD day of DECEMBER, 1998.

2. Owner's parcel of real property to be served by the improvements is more particularly described as Lot 1, Block A, of the Lincoln Park Subdivision, Lake Tahoe, Nevada, as filed for record in the official records of the Douglas County Recorder on September 7, 1921, as modified by the Order of Abandonment issued by the Douglas county Commission as referenced above.

3. The affected portion of the Lincoln Park Beach Road may be used by owner to maintain existing improvements depicted on Exhibit A and for incidental purposes related to the primary purposes during the period commencing the 1st day of August, 1997 and continuing until this agreement is partially or completely terminated as provided herein.

4. County may not terminate this agreement, nor revoke the license granted hereby, unless:

A. Upon Owner's failure or refusal to defend, hold the County

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harmless, or indemnify County for any loss claimed as a result of the improvements.

B. Upon Owner's abandonment of the improvements.

C. Upon determination by the Board of County Commissioners that the improvements constitute a hazard to the health or safety of the community.

D. Termination, whether partial or total, shall only be required to the extent necessary to remedy a material breach of the conditions set forth above.

F. If the County determines to proceed with termination of the agreement and revocation of the license whether total or partial, then it shall provide notice of its intent to do so, and provide an opportunity for Owner to be heard before the Board of County Commissioners. Notice of hearing and the reasons for termination shall be provided to Owner by the Director, in writing, not less than thirty days before the hearing. Termination shall only be for cause, for material breach of this agreement or for breach of any of the material conditions contained herein.

6. Owner agrees that if County terminates this license agreement, then County is not required to compensate Owner for the construction, removal, reconstruction or relocation of the improvements licensed to Owner by terms of this agreement.

7. This agreement shall be governed by, construed and enforced in accord with the laws of the State of Nevada.

8. Any and all taxes, fees, and assessments that may be levied or assessed on Owner's improvements licensed by the terms of this agreement by any duly constituted local, county, state, federal or other governmental authority shall be the responsibility of, and paid, by Owner.

9. Owner shall not construct, and County shall not grant or permit the licensure of other improvements within the Lincoln Park Beach Road adjacent to the Owner's property which is the subject of this license agreement.

10. Owner agrees to do all things necessary to properly maintain the improvements.

11. Owner shall defend, indemnify and hold County harmless from and against any and all liability for personal injuries, property damage, or loss of life or property resulting from or in any way connected with the condition or use of the premises covered by this license.

12. Owner expressly agrees that he does not and will not claim at any time any interest or estate of any kind or extent whatsoever in the County-owned property described above, by virtue of the rights granted under this license agreement or his occupancy or use under this agreement.

13. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement's execution shall not be binding upon either party except to the extent incorporated in this agreement.

14. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party.

15. This agreement shall be binding on, and inure to the benefit of the parties, their heirs, successors and assigns.

Dated the 4th day of December, 1998.

James H. Milligan  
JAMES H. MILLIGAN, Trustee

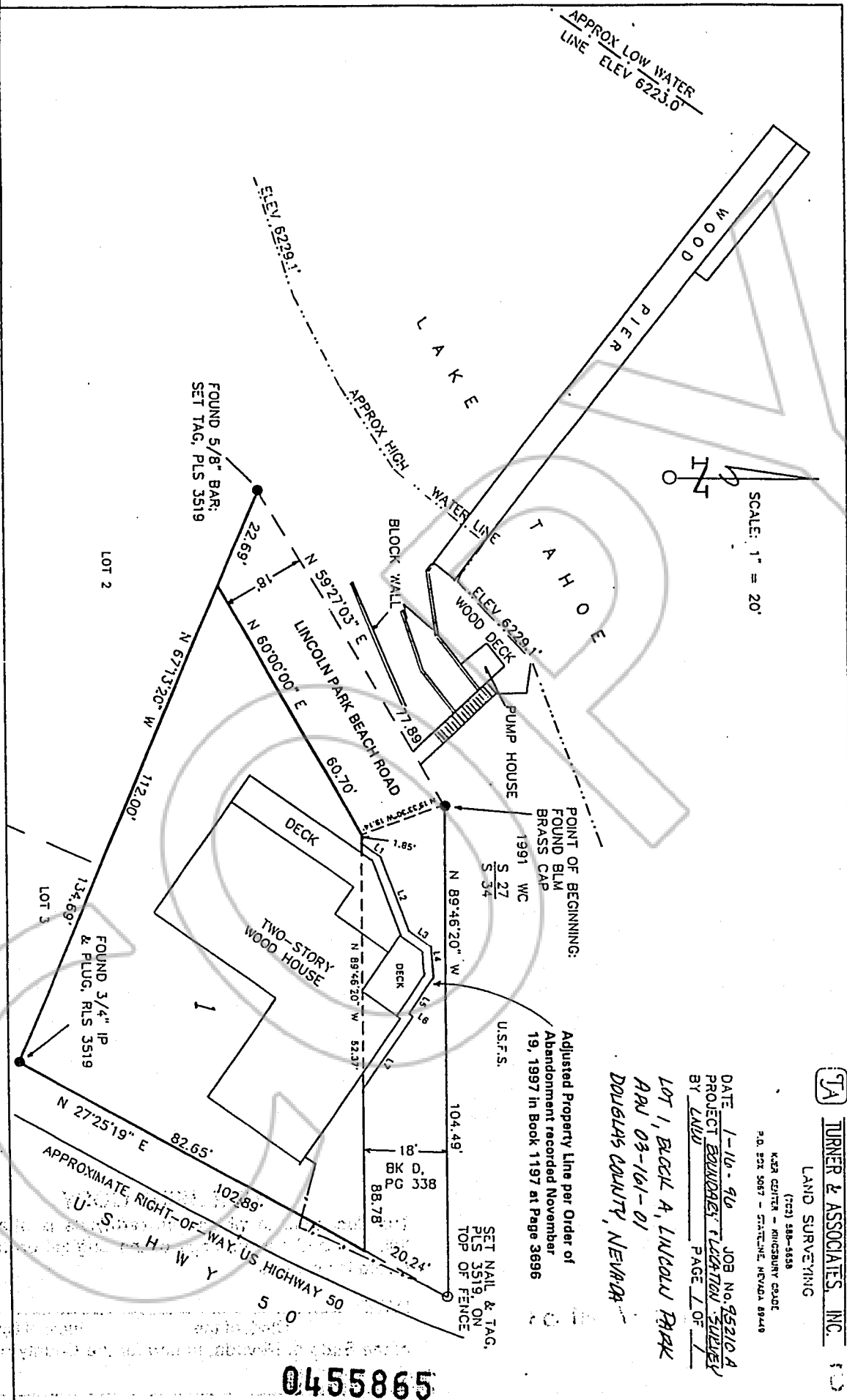
Jacques Etchegoyhen  
JACQUES ETCHEGOYHEN  
Chair, Douglas County Board  
Of County Commissioners

Lois Darlene Milligan  
LOIS DARLENE MILLIGAN, Trustee

ATTEST:  
BARBARA REED, County Clerk

Barbara Reed

By: \_\_\_\_\_  
BY: L. Lynch, DEPUTY



APPROX LOW WATER  
LINE ELEV 6223.0'

ELEV. 6229.1'

APPROX HIGH WATER LINE

SCALE: 1" = 20'



FOUND 5/8" BAR;  
SET TAG, PLS 3519

LOT 2

LOT 3

FOUND 3/4" IP  
& PLUG, PLS 3519

APPROXIMATE RIGHT-OF-WAY US HIGHWAY 50  
U.S. HIGHWAY

Adjusted Property Line per Order of  
Abandonment recorded November  
19, 1997 in Book 1197 at Page 3696

U.S.F.S.

SET NAIL & TAG,  
PLS 3519 ON  
TOP OF FENCE

LOT 1, BLOCK A, LINCOLN PARK  
DOUGLAS COUNTY, NEVADA

DATE 1-16-96 JOB No 95210 A  
PROJECT REQUIRES' EVIDENCE SURVEY  
BY LNU PAGE 1 OF 1

LAND SURVEYING  
(702) 586-8658  
KAR CENTER - RENO NEVADA  
P.O. BOX 5067 - STATION, NEVADA 89448

TURNER & ASSOCIATES, INC.

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REQUESTED BY  
**DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'98 DEC -7 AM 11:53

LINDA SLATER  
RECORDER

\$ 0 PAID LO DEPUTY

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COPY

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: December 7, 1998  
B. REED Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By Carol M. Mullock Deputy

SEAL

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