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AGREEMENT FOR RIGHT-OF-ENTRY

Date June 11, 2001

THIS AGREEMENT is entered between the Carol Nan Mehrtens Trust, hereafter referred to as "Owner", and Douglas County, a political subdivision of the State of Nevada, hereafter referred to as "County". References to the parties herein will include their respective employees, authorized agents, tenants and contractors.

BARBARA REED  
CLERK  
DEPUTY

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

1. The Owner grants permission to Douglas County, and its employees, authorized agents, and contractors to enter on the Owner's land, described as Assessor's Parcel Number 07-120-08, for the purposes of maintaining a construction staging area for equipment, and storage and handling of materials, for construction of the Douglas County Parking Structure as shown on drawings prepared by Watry Design Group, dated June 1, 2001. The staging area is shown on Sheet A1.1 of the referenced drawings.

2. This permission is granted with the understanding that Douglas County, during construction and after completion of its project, will comply with all applicable TRPA regulations, be responsible for clean up, and will leave all areas utilized for staging and other purposes in substantially the same condition as existed before entry. Any damage to Owner's property, real or personal, including, but not limited to structures, vehicles, paved surfaces, landscaping, walls, fences, or construction material, resulting from Douglas County's use (or that of any of its employees, agents, contractors, subcontractors, or invitees), whether the situs of the facts that give rise to the damage actually occur within the confines of the property identified in the Right of Entry Agreement, shall be immediately repaired by Douglas County, at its cost. If the damage is not reparable, Douglas County shall immediately replace the damaged property with the same type of property.

3. Owner's project on the subject parcel is nearing completion. The County agrees that its use of the staging area under this agreement will not interfere with owner's construction project and occupation of Owner's premises. The County further agrees to coordinate its use of the staging area with Owner during construction to define parking, staging and access issues as they arise in the field. To the extent that the size or location of the staging area in any way impairs Owner's ability to obtain a Certificate of Occupancy or comply with County or TRPA regulations, the County will take immediate remedial measures to eliminate the impairment.

4. It is anticipated that Owner may require access to the staging area on a very limited basis. The County shall, upon reasonable notice, work with Owner to reconfigure the staging area to accommodate the temporary access needs of the Owner.

5. Reasonable steps shall be taken to minimize the encroachment of the staging area and construction process onto Owner's property.

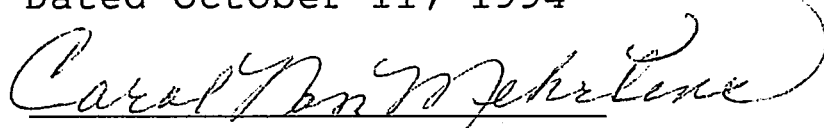
6. Douglas County agrees to indemnify and hold harmless The Carol Nan Mehrtens Trust Dated October 11, 1994, Carol Nan Mehrtens Trustee, or the Trust's successor in interest, or any successor trustee, the Trust's assignees, transferees, and any officers, directors, partner, shareholders, members, managers, employees, and/or agents of the Trust, the trustee, or those of any successor in interests, assignee or transferee ("Indemnified Parties"), against any and all liabilities, claims, demands, expenses or awards of any kind or nature made by any person or entity, arising out of Douglas County's use (or that of any of its employees, agents, contractors, subcontractors, or invitees) of the property identified in this agreement. For purposes of this indemnification, claims include any and all obligations, damages, (actual, consequential, exemplary, or other), and costs incurred in the defense of any claim against any of the Indemnified Parties, including, without limitation, accountants', arbitrators', attorneys', and expert witness fes, costs of investigation and proof of facts, court costs, other expenses of litigation, arbitration or alternative dispute resolution, and travel and living expenses. Each indemnified party has the right to defend any claim, and has the right select legal counsel conducting the defense. Douglas county will pay any and all amounts owed under this Indeminfication Clause immediately as they become due. This inindemnity shall continue in full force and effect notwithstanding the termination of this agreement. No Indemnified Partiy is required to seek recovery from any insurer or other third party in order to maintain and recover fully a claim against Douglas County. Failure to pursue such recovery will in no way reduce or alter the amounts recovered from the indemnifying party. Demand for indemnification shall be made with 45 days of receipt of notice by any Indemnified Party of any claim or action made. Douglas County will be subrogated to any Indemnified Party or Indemnified Parties' rights or claims against any third party to the extent such rights or claims are tendered to or pursued against the County and not such third party or insurer.

7. In the event of a dispute between the parties as to this agreement or any part thereof, the parties agree to submit the same to binding arbitration, in the manner, and according the procedures, provided by Chapter 38 of the Nevada Revised Statutes.

8. This permission is effective from the date of this document through June 1, 2002.

Date:

Carol Nan Mehrtens Trust  
Dated October 11, 1994

  
Carol Nan Mehrtens, Trustee

Date: 10/9/01

DOUGLAS COUNTY, NEVADA

*Ronald M. Curtis*

By:

10/12/01  
Approved for former  
Touhy  
Deputy D.A.

COPIES

**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: November 8, 2001

B. REED Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By *Chad M. Fulcher* Deputy

**SEAL**

COPY

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

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LINDA SLATER  
RECORDER

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