

DAN'S michael mccormick
APPROVED 1-17-02
ITEM #11

FILED
2002. Oldo
02 FEB 22 A9:24

LICENSE AGREEMENT

This AGREEMENT is made this 17 day of January 2001 by and between the Massey Family Revocable Trust, legal owners of certain real property located at 84 Skyland Court, Zephyr Cove, County of Douglas, State of Nevada, hereinafter referred to as "Homeowner", and Douglas County, a political subdivision of the State of Nevada, hereinafter referred to as "County".

This Agreement is a compromise of a disputed boundary, land ownership, interest and estate and is not an admission of liability or a waiver of any rights at law over the ownership or claims of damage by the County or the Homeowner.

In consideration of the mutual promises contained in this Agreement, the parties agree to the following:

1. Grant of License; Description of Premises.

County hereby grants to Homeowner a license to erect and maintain certain improvements, namely a paved parking area, a fence and landscaping on a portion of the public right-of-way owned by County which is adjacent to residential property owned by Homeowner.

County owned right of way is more particularly described as follows:

The Skyland Court Cul-De-Sac as recorded on February 27, 1958, Document 12967, Skyland Subdivision #1

Homeowner's property is more particularly described as follows: Lot 30 of the

Skyland Court Cul-De-Sac, Skyland Subdivision No. 1 recorded at Book 1198, Page

0535330
BK0202PG07648

0406 as Document Number 0453164 of the official records of Douglas County, Nevada. The street address for this property is 84 Skyland Court, Zephyr Cove, Nevada. The legal description of the land is attached as Exhibit A and incorporated by reference herein.

Homeowner's License to erect and maintain the improvements previously mentioned in this paragraph must conform to the six photos attached to this Agreement and hereby incorporated by reference.

2. Limitation to Described Purpose.

The property owned by the County as described in paragraph 1, may be used by Homeowner to erect and maintain the improvements enumerated in paragraph 1 and for incidental purposes related to the primary purposes recited in paragraph 1 during the period beginning November 1, 2001 and continuing until this Agreement is partially or completely terminated as provided for in paragraph 3. Under no circumstances may any of the existing trees, currently existing as of this date, be removed by Homeowner unless prior written approval has been obtained by the Douglas County Board of Commissioners and any other governing agencies. Furthermore, under no circumstances may Homeowner erect, or cause to have placed, any permanent structures on the property that is the subject of this License Agreement. The License granted under the terms of this License Agreement are in addition to any existing permanent access rights that Homeowner has to Skyland Court Cul-De-Sac.

3. Termination.

The County may terminate this license agreement, in whole or in part, to the

extent that removal or relocation of Homeowner's improvements is necessary to complete any road improvements, road relocation, snow removal, drainage and/or sewerage improvements or relocation or improvement of utility services. Termination, whether partial or total, shall only be required to the extent necessary to complete the improvements or relocations determined by the County to be in the County's best interest. The County must give 60 days written notice to Homeowner of its intent to terminate.

4. Consideration.

The consideration for this license is ten (\$10) dollars lawful United States currency.

5. No Payment on Termination.

Homeowner agrees that if County terminates this License Agreement, in part or totally, County is not required to compensate Homeowner for the construction, removal, reconstruction or relocation or value of the improvements Licensed to Homeowner under the terms of this Agreement.

6. Governing Law.

Both the County and Homeowner agree that this License Agreement shall be governed by, construed and enforced in accord with the laws of the State of Nevada. Furthermore, both parties agree that any action concerning this Agreement shall be tried in the Ninth Judicial District Court, in and for the State of Nevada.

7. Taxes and Fees.

Any and all taxes, fees, assessments or other charges that may be levied or

assessed against the Homeowner's improvements Licensed by terms of this Agreement by any duly constituted local, county, state, federal or other governmental authority shall be the responsibility of and paid by the Homeowner.

8. Exclusive Nature of License.

County shall not grant or permit the licensure of other residential improvements in the County owned right-of-way which is the subject of this License Agreement. Homeowner agrees to do all things necessary to properly maintain the County owned right-of-way which will be enclosed by Homeowner's gate, fence or other improvements.

9. Indemnification.

Homeowner shall indemnify and hold harmless the County 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 Agreement, or any means of ingress or egress from such premises, except for liability for personal injuries or property damages, or loss of life or property caused solely by the negligence of the County. Additionally, Homeowner will hold the County harmless for any damage of fencing, landscaping or other such improvements caused by the County during routine maintenance, snow removal or other roadway associated activities.

10. No Waiver of Rights or Remedies, and no Interest or Estate Created.

By signing this agreement, Homeowner does not admit the accurateness or validity of County's survey and does not waive any possible actions for encroachment. Homeowner retains any and all rights to have the property in question surveyed at any

time at their own expense. Homeowner retains the right to pursue any and all remedies to resolve the disputed boundary. Homeowner expressly understands and agrees that they do not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the County owned property described above and that is the subject of this License Agreement, by virtue of the rights granted under this License Agreement or the occupancy or use under this License Agreement, unless such interest was established prior to County ownership.

11. Binding Effect.

Homeowner may not assign this agreement or any of its terms to any person who is not an owner of 84 Skyland Court ~~as described herein~~ ^{JVM}, otherwise this License Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of Homeowner and County.

12. Modification of Agreement.

There shall be no modification of this License Agreement unless approved by and evidenced in writing by both Homeowner and County.

////
////
////
////
////
////
////
////

13. Entire Agreement.

This License Agreement shall constitute the entire agreement between the parties and supercedes any prior understandings or representations of any kind preceding the date of the execution of this License Agreement.

DOUGLAS COUNTY.

By: *Donald H. Miner*

DONALD H. MINER, CHAIRMAN

Douglas County
Board of County Commissioners

HOMEOWNER:

By: *John Massey*

John Massey, Trustee
Massey Family Revocable Trust

By: *Janet Massey*

Janet Massey, Trustee
Massey Family Revocable Trust

ATTEST:

Barbara Reed

Barbara Reed
County Clerk

By: *Lynch, Deputy*

Approved As To Form:

Scott W. Doyle

Scott W. Doyle
District Attorney

R.P.T.T. 2015.00
Full Value

ESCROW NO. 99020814

GRANT, BARGAIN and SALE DEED

THIS INDENTURE WITNESSETH: That **DELBERT D. SMART and EVELYN L. SMART,**
husband and wife

in consideration of \$10.00, the receipt of which is hereby acknowledged, does hereby Grant, Bargain Sell and Convey to
**JOHN V. MASSEY and JANET L. MASSEY, as Trustees of the MASSEY
FAMILY REVOCABLE LIVING TRUST AGREEMENT dated April 27, 1990**

and to the heirs and assigns of such Grantee forever, all that real property situated in the unincorporated area
County of **DOUGLAS** State of Nevada, bounded and described as follows:
**SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
HEREOF**


ASSESSOR'S PARCEL NO. **05-051-07**

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise
appertaining, and any reversions, remainders, rents, issues or profits thereof.

DATE: **June 09, 1998**

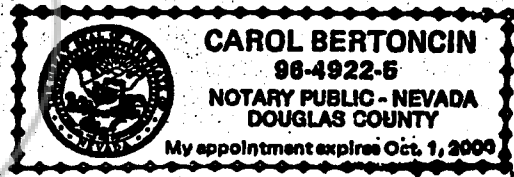


DELBERT D. SMART



EVELYN L. SMART

STATE OF NEVADA }
COUNTY OF DOUGLAS } ss.



This instrument was acknowledged before me on June 29, 1998
by, DELBERT D. SMART and EVELYN L. SMART

(This area above for official notarial seal)

Signature 
Notary Public

RECORDING REQUESTED BY:

STEWART TITLE COMP. NV

WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

JOHN MASSEY

SAME

P.O. BOX XXXX10216

XXXXXXXXXX NV XXXXX

ZEPHYR COVE 89448

0535330

0453164

BK1198PG0406

BK0202PG07654



"EXHIBIT A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

Lot 30, as shown on the map entitled SKYLAND SUBDIVISION NO. 1, filed for record in the Office of the County Recorder of Douglas County, Nevada, on February 27, 1958, as Document No. 12967.

Except any portion of the above described property lying within the bed of Lake Tahoe below the line of natural ordinary high high water and also excepting any artificial accretions to said land waterward of said land of natural ordinary high water or, if lake level has been artificially lowered, and further excepting any portion below such elevation as may be established as the boundary by boundary line agreement with the state or by quiet title action in which the state is a party.

Assessors Parcel No. 05-051-07

REQUESTED BY
STEWART TITLE OF DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

'98 NOV -2 P4:16

LINDA SLATER
RECORDER

PAID DEPUTY

0453164

BK 1198PG0407

0535330

BK 0202PG07655

JALC

PROXY

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

2002 FEB 22 PM 2: 03

LINDA SLATER
RECORDER

PAID *KV* DEPUTY

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: February 22 2002
B. Ross Clerk of the *Sh* Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By: *Christine Fuller* Deputy

SEAL

0535330

BK 0202 PG 07656