

DOC # 0664580
12/29/2005 11:29 AM Deputy: GB

OFFICIAL RECORD

Requested By:

D C/DISTRICT ATTORNEY

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 9 Fee: 0.00
BK-1205 PG-12648 RPTT: 0.00



RECORDING REQUESTED BY:

Thomas E. Perkins, Esq.
DOUGLAS COUNTY
DISTRICT ATTORNEY'S OFFICE
Post Office Box 218
Minden NV 89423-0218

AND WHEN RECORDED MAIL TO:

ALLING & JILLSON, LTD.
Post Office Box 3390
Lake Tahoe NV 89449-3390

LICENSE AGREEMENT

COPY

LICENSE AGREEMENT

THIS AGREEMENT is entered between JOSEPH PATRICK MARONEY, JR., and HENRIETTE JEANNE MARONEY, Trustees of The J & H Maroney Trust, as owner of 196 Pine Ridge Drive, Douglas County APN 1318-23-411-013, Post Office Box 5068, Stateline, Nevada 89449, hereafter referred to as "Owner," Douglas County, a political subdivision of the State of Nevada, Post Office Box 218, Minden, Nevada 89423, hereafter referred to as "County," and Kingsbury General Improvement District, a political subdivision of the State of Nevada, Post Office Box 2220, Stateline, Nevada 89449, hereafter referred to as "KGID." "Director" refers to the Director of the Douglas County Community Development Department. "Department" refers to the Douglas County Community Development Department. Owner designates Alling & Jillson, Ltd., whose physical and mailing address, telephone and fax numbers are 276 Kingsbury Grade, Suite 2000, Stateline, Nevada 89449, (775) 588-6676 phone, and (775) 588-4970 fax, as its agent for any and all notices provided herein.

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 allow the existing driveway to encroach on Ponderosa Drive, aka Ridge Way, lying between Lots 13 & 14, as set forth on the Pine Ridge Subdivision Map filed in the Office of the County Recorder on August 8, 1956 (references in this Agreement to Ponderosa Drive are intended to include Ridge Way). The area is more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference.
2. This License is not personal but is appurtenant to APN 1318-23-411-013, being Lot 14 of the Pine Ridge Subdivision filed in the Office of the County Recorder on August 8, 1956.
3. This License is subject to the public interest in Ponderosa Drive including, but not limited to, utilities, pedestrian and emergency access and the existing KGID water line. KGID reserves the right to access for maintenance of the water line upon reasonable notice, to the extent such maintenance would interfere with the existing improvements being licensed herein. KGID shall not be responsible for repairing or replacing any portions of driveway or fence removed or damaged by its activities.
4. The License includes the right to ingress and egress over the driveway described on **Exhibit A**, together with the obligation to maintain the same in its present, or better, condition. This License is conditioned on the property being used as a driveway and no substantial modification of the same, including a change in the surface materials or fencing, may be made without prior approval of the County and KGID.
5. The property owned by the County and described in **Exhibit A** may be used by Owner to construct, repair and maintain the improvements described in **Exhibit A**, together with the rights of ingress and egress over said area described in **Exhibit A** until this Agreement is abandoned by Owner or terminated as provided herein.



6. County may terminate this Agreement, and the License granted hereby, under the following circumstances:

A. Upon Owner's failure to maintain the improvements as provided for herein.

B. Upon Owner's failure to provide proof of adequate insurance, as provided herein.

C. Upon Owner's failure to comply with Paragraph 11 of this Agreement.

D. Upon Owner's abandonment of the improvement, subject to the notice requirements stated herein, County must give Owner notice that County believes the driveway has been abandoned. If such abandonment continues after such notice for a period greater than one hundred eighty (180) days, then it shall be conclusively presumed that Owner has abandoned the License. A subsequent owner may reapply for approval of the License in substantially the same form and subject to the same conditions as provided herein. Approval will not be unreasonably withheld by County.

E. Upon failure to maintain the improvements in a clean and safe manner and such condition continues for thirty (30) days after County gives Owner notice that such improvements are unclean or unsafe.

F. Upon determination by the Board of County Commissioners that the improvements constitute a hazard to the health or safety of the community, after notice to the Owner and an opportunity to be heard on the issue.

G. The Director may suspend this License and use granted hereby forthwith upon lapse of insurance or proof thereof as provided in Paragraph 6B of this Agreement, abandonment by Owner as defined in Paragraph 6D of this Agreement, or for any serious life safety issue. Notice of suspension shall be made in writing and transmitted to Owner by fax transmission or hand delivery. The Director's decision may be reviewed by the Board of County Commissioners at its next available regular meeting following such suspension. Suspension may continue for a period of up to ninety (90) days, or until such earlier time as this Agreement is terminated, or the condition leading to suspension is cured.

H. If the County determines to proceed with termination of the Agreement and revocation of the License for cause following suspension as stated in Paragraph 6G above, then it shall provide notice of its intent to do so, and an opportunity to be heard before the Board of County Commissioners. Notice of hearing and the reason for termination shall be provided to Owner by the Director, in writing, not less than ten (10) days, nor more than thirty (30) days, before the hearing.

I. Termination of the Agreement and revocation of the License without cause may only take place after notice and hearing. The County shall provide notice of its intent to do so and an opportunity to be heard before the Board of County Commissioners. In the event of such termination and, in the absence of emergency or public safety consideration, the County agrees to



provided Owner or its successor with a period of not less than one hundred eighty (180) days following the hearing prior to revocation and also agrees to allow access onto Ponderosa Drive from Owner's property.

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 improvement 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. For TRPA impervious surface coverage calculations, the driveway improvements shall be considered part of the public right-of-way.

9. This Agreement and the License granted hereby may not be assigned, leased, sublet or transferred independent of the property known as 196 Pine Ridge Drive without the prior written consent of County, which consent shall not be unreasonably withheld.

10. Owner agrees to maintain the driveway and related improvements, including drainage and snow removal for access to 196 Pine Ridge Drive.

11. Owner shall defend, indemnify and hold County harmless from and against any and all liability of personal injuries, property damage or loss of life or property resulting from or in any way connected with the use of the driveway by Owner and its guests and invitees.

12. Owner agrees that it will secure and maintain adequate liability insurance for personal injuries and property damage associated with the improvements, which will include Douglas County, Nevada, and KGID as named insureds, in the amount of not less than \$1,000,000. A certificate that such insurance is in effect for the year next ensuing shall be filed with the Department on or before the date that construction commences on the improvements, and on the same date of each and every year thereafter, during the life of the Agreement. The adequacy of the insurance and the certificate shall be determined, and subject to the approval of, the Department.

13. Owner expressly agrees that it 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 its occupancy or use under this Agreement.

14. County warrants and represents it has authority to enter into this Agreement under the terms and conditions set forth herein.

15. 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.

16. 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.



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

18. This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

APPROVED AS TO FORM:

Date: _____, 2005

DOUGLAS COUNTY, NEVADA

By: _____

ATTEST:

BARBARA REED, DOUGLAS COUNTY CLERK

By: _____

APPROVED AS TO FORM:

DOUGLAS COUNTY DISTRICT ATTORNEY

By: _____

Date: December 27, 2005

OWNER

By: Joseph Patrick Maroney Jr.
JOSEPH PATRICK MARONEY, JR.,
Trustee

By: Henriette Jeanne Maroney
HENRIETTE JEANNE MARONEY,
Trustee



STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on DECEMBER 27, 2005, by JOSEPH PATRICK MARONEY, JR., and HENRIETTE J. MARONEY.

Lilia M. Flores
NOTARY PUBLIC

REVIEWED AND APPROVED:

KINGSBURY GENERAL IMPROVEMENT DISTRICT

By: Candice Rohr
CANDICE ROHR



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

18. This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

APPROVED AS TO FORM:

Date: December 27, 2005

DOUGLAS COUNTY, NEVADA

By: [Signature]

ATTEST: [Signature]

BARBARA REED, DOUGLAS COUNTY CLERK

SEAL

By: [Signature]
DEPUTY CLERK

APPROVED AS TO FORM:

DOUGLAS COUNTY DISTRICT ATTORNEY

By: [Signature]

Date: Dec. 27, 2005

OWNER

By: _____
**JOSEPH PATRICK MARONEY, JR.,
Trustee**

By: _____
**HENRIETTE JEANNE MARONEY,
Trustee**

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on _____, 2005, by
JOSEPH PATRICK MARONEY, JR., and HENRIETTE J. MARONEY.

NOTARY PUBLIC

REVIEWED AND APPROVED:

KINGSBURY GENERAL IMPROVEMENT DISTRICT

By: _____
CANDICE ROHR



