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02/24/2014 01:01 PM

OFFICIAL RECORDS

Requested By
DC/SENIOR SERVICES

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 6 Fee: \$ 0.00

Bk: 0214 Pg: 3831



Deputy sg

Assessor's Parcel Number: N/A

Date: FEBRUARY 24, 2014

Recording Requested By:

Name: TRAVIS LEE, SENIOR SERVICES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

**LICENSE TO ENTER PROPERTY
AND STORE MATERIALS #2014.038**

(Title of Document)



FILED

10. 2014.038

LICENSE TO ENTER PROPERTY AND STORE MATERIALS

2014 FEB 24 AM 11:44

This License to Enter Property and Store Materials ("License") is entered into by and between Douglas County, a political subdivision of the State of Nevada ("County"), and Q and D Construction, Inc., a Nevada corporation ("Q&D").

BY: *[Signature]*
TED THIRAN
CLERK

WHEREAS, County is the owner of the real property commonly known by Douglas County Assessor's Parcel Numbers 1318-24-601-004 and 1318-24-601-006 (the "Properties");

WHEREAS, Q&D has entered into a contract with the Nevada Department of Transportation, Project Number SPSR-0207(009) (the "Project"), for the improvement of State Route 207 ("Kingsbury Grade");

WHEREAS, Q&D will benefit from access to the Properties to store materials and construction equipment related to the Project; and

WHEREAS, County desires to assist the Nevada Department of Transportation related to the successful and timely completion of the Project.

NOW, THEREFORE, in consideration of the promises and covenants made herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. County hereby grants a revocable license to Q&D to enter the Properties and to store construction materials and equipment necessary for the completion of the Project.
2. Q&D promises and agrees to not bring onto or store hazardous or explosive materials at the Properties including, without limitation, materials subject to regulation pursuant to NRS chapter 459.
3. Q&D promises and agrees to not destroy or alter the Properties including, without limitation, any vegetation or improvements located on the Properties and to restore the Properties to their original condition at the conclusion of all Project construction.
4. To the fullest extent permitted by law, Q&D promises and agrees to indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and

costs, arising out of any alleged negligent or willful acts or omissions of Q&D, its employees or agents. Notwithstanding the obligation of Q&D to defend County, County may voluntarily elect to participate in the defense of any claim brought against County because of the conduct of Q&D, its employees or agents. Such participation shall be at County's own expense and County shall be responsible for the payment of its own attorney's fees it incurs if it voluntarily participates in its own defense.

5. The parties agree that County may revoke this License at any time by providing at least 30 days advance written notice to Q&D. Unless otherwise terminated earlier, this License will expire on December 31, 2015.
6. Nothing contained in this License is intended to convey any right or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against Q&D or County, its officers, elected officials, employees, or agents.
7. Q&D promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements related to its use of the Properties or the construction activities related to the Project including, but not limited to, all federal, state, and local hazardous materials regulations, and all immigration and naturalization laws. County will not waive and intends to assert all available NRS chapter 41 liability limitations.
8. This License will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the License. In the event a dispute arises among the parties, the parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then any subsequent litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada, in and for the County of Douglas.

9. Q&D will neither assign nor transfer any rights granted under this License without the prior written consent of County.

10. This License constitutes the entire agreement and understanding between the parties and may only be modified by a written amendment signed by both of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this License to Enter Property and Store Materials to be signed this ____ day of February, 2014, and intend to be legally bound thereby.

Q and D Construction, Inc.

By: *Norman L. Dianda* *2/4/14*
Norman L. Dianda, President (Date)
Lance Simenko COO For

Douglas County

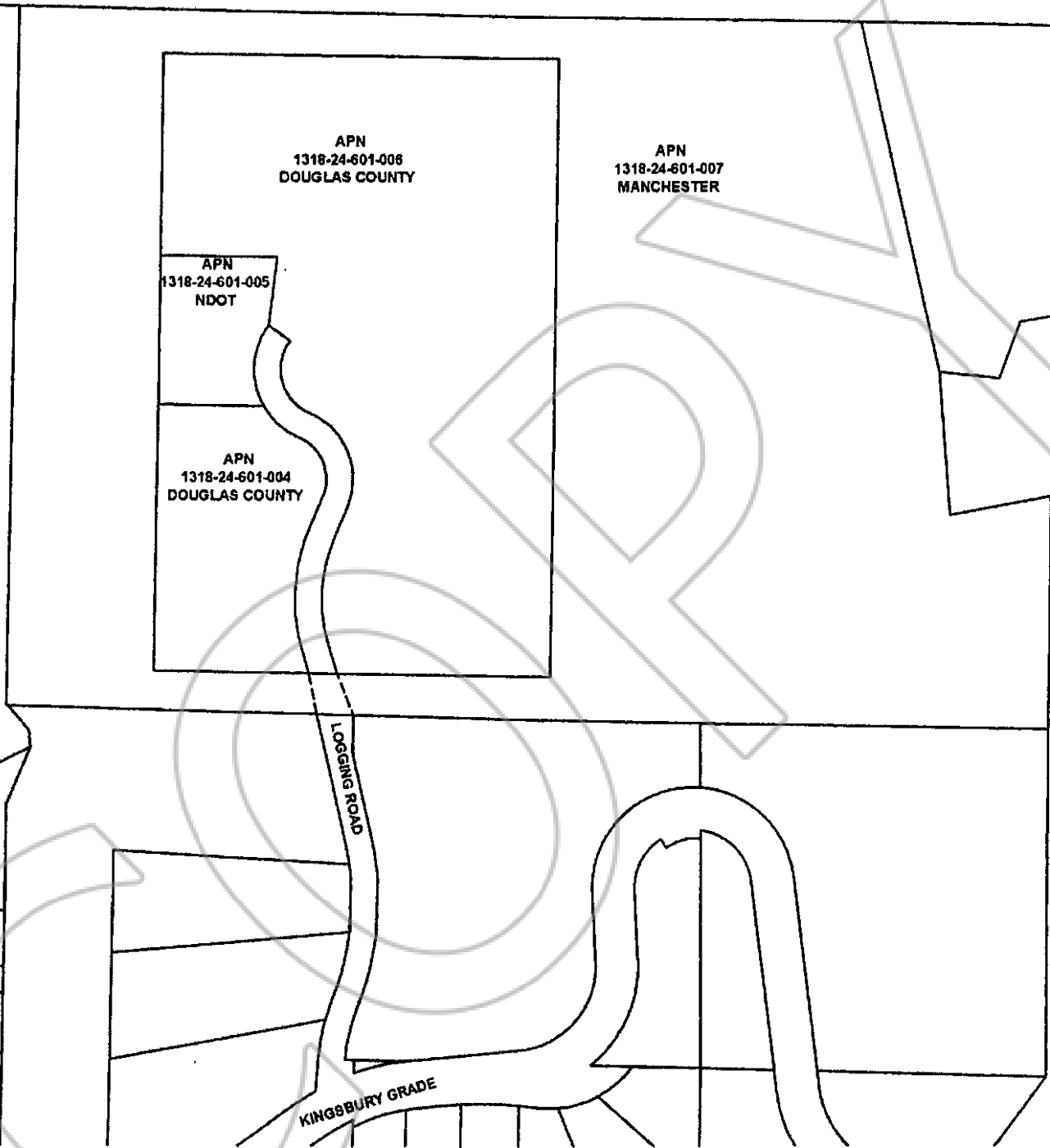
By: *Doug N. Johnson* *2/20/14*
Doug N. Johnson, Chairman (Date)
Douglas County Board of Commissioners

ATTEST:

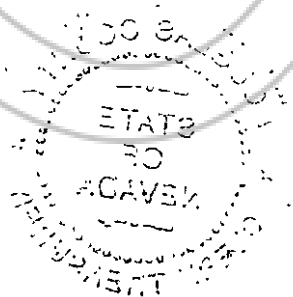
Ted Thran
Ted Thran, Douglas County Clerk

By: *Laura Seduck*
CLERK TO THE BOARD

EXHIBIT "A"



N:\Public Works ACAD\Foltz\Logging Rd.dwg




**LICENSE WITH
Q & D CONSTRUCTION**

COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

27th day of Feb, 2014

By [Signature] Deputy