

Doc Number: **0840775**

04/08/2014 11:55 AM

OFFICIAL RECORDS

Requested By

DC/COMMUNITY DEVELOPMENT

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 11 Fee: \$ 0.00

Bk: 0414 Pg: 1571



Deputy: gb

Assessor's Parcel Number: N/A

Date: APRIL 8, 2014

Recording Requested By:

Name: SCOTT MORGAN, COMMUNITY SERVICES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

LICENSE AGREEMENT #2014.072

(Title of Document)

FILED

40. 2014 072

LICENSE AGREEMENT

2014 APR -8 AM 10:37

THIS LICENSE AGREEMENT is hereby made and entered into as of the last signature date below by and between the Board of Regents of the Nevada System of Higher Education on Behalf of the University of Nevada, Reno, Nevada Seismological Laboratory (referred to herein as "LICENSEE") and Douglas County, a political subdivision of the State of Nevada (referred to herein as "LICENSOR").

BEETHAN CLERK
DEPUTY
[Signature]

WITNESSETH

WHEREAS LICENSOR is the owner of certain real property located in Douglas County, Nevada, Douglas County Assessor's Parcel Number 1318-03-000-004, as more particularly described and identified in Exhibit "A" attached and made a part of this License Agreement (referred to herein as the "Property").

WHEREAS LICENSEE desires to use a portion the Property for the purpose of installing seismological monitoring equipment more particularly depicted in Exhibit "B" attached and made a part of this License Agreement.

WHEREAS LICENSOR desires to grant LICENSEE a license to use a portion of the Property consistent with the aforementioned purpose at the location identified by coordinates 39.0131-119.9374 and more particularly described and identified in Exhibit "C" attached and made a part of the License Agreement (referred to herein as the "License Area").

NOW THEREFORE, for and in consideration of the terms, conditions, and mutual covenants contained herein, and other good and valuable consideration received by each party, the sufficiency of which is hereby acknowledged, LICENSOR and LICENSEE hereby agree as follows:

1. Licensed Property & Purpose. LICENSOR hereby grants LICENSEE and its duly authorized agents the right, privilege, and license to use the portion of the Property within the License Area to locate, construct, install, operate, inspect, alter, improve, maintain, repair, and/or rebuild the seismological monitoring equipment, on, upon and across the License Area, and to attain reasonable ingress and egress across the Property to and upon the License Area for the purposes of the exercising the rights, privileges, and license granted by this License Agreement. LICENSEE accepts the Property and License Area "as is" and LICENSOR makes no warranty and/or guarantee as to the suitability of the Property for LICENSEE's purposes.
2. Term of License. This License shall begin on the effective date of this Agreement and continue for four years from final date of acceptance by both parties, or until such earlier time as either party terminates the Agreement for any reason and gives written Notice of Termination to the other party at least 30 days prior to the termination date. Upon termination, LICENSEE shall, within a reasonable time and at LICENSEE's sole expense, remove all equipment, accessories, and materials owned and/or installed by LICENSEE on the Property, and restore the Property as nearly as practicable to its condition prior to the granting of the License.

3. Licensing Fee. LICENSEE shall pay a one-time licensing fee to LICENSOR of \$1.00
4. Indemnification and Duty to Defend. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the LICENSEE shall indemnify, defend, and hold harmless LICENSOR from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by LICENSEE or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. LICENSEE will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. LICENSEE indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to \$100,000.00 per cause of action.

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the LICENSOR shall indemnify, defend, and hold harmless LICENSEE from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by LICENSOR or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. LICENSOR will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. LICENSOR indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to \$100,000.00 per cause of action.

5. Safety Measures. LICENSEE shall fence, barricade, or take such other reasonable measures as are necessary and appropriate to protect the general public from any danger posed by LICENSEE's activities and/or property conducted or placed on the Property and License Area under the License Agreement.
6. Compliance With Laws. LICENSEE shall comply with all local, state, and federal laws, regulations, ordinances, and orders governing the Property and the activities authorized under this License Agreement, and shall obtain all necessary permits prior the commencement of the activities authorized under this License Agreement.
7. LICENSOR's Right of Entry. LICENSOR shall be entitled to enter the License Area at any time upon reasonable notice to LICENSEE for all reasonable purposes, including, without limitation, inspection of LICENSEE's activities.
8. No Right to Assign or Sub-Let. This License Agreement may not be assigned by LICENSEE, nor sublet in any part for any purpose without written consent from LICENSOR.
9. Entire Agreement. This License Agreement constitutes the entire agreement between the parties, and any prior agreements and/or understandings between the parties are hereby superseded and voided.

10. Amendments. Amendments and alterations to this License Agreement must be in writing and signed by both parties to the agreement.

11. Notices and Communications. Any notice and/or communication delivered pursuant to this License Agreement shall be delivered by U.S. Mail to the parties at the following addresses:

LICENSOR: Douglas County, Nevada
Attn. Director of Parks and Recreation
PO Box 218
Minden, NV 89423

LICENSEE: Board of Regents of the Nevada System of Higher Education on behalf
the University of Nevada, Reno –
Nevada Seismological Laboratory
1664 N. Virginia St, MS 0174
Reno, NV 89557-0174

IN WITNESS WHEREOF, The undersigned parties have executed this License Agreement on the dates written below:

LICENSOR – DOUGLAS COUNTY, NEVADA

Dated: 4/3/14

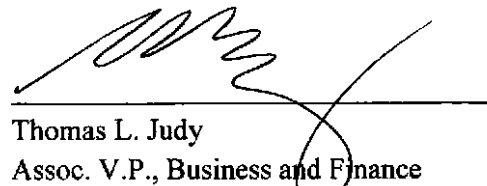


Scott Morgan
Director, Douglas County Department
of Community Services/Parks &
Recreation

LICENSEE – UNIVERSITY OF NEVADA, RENO

Dated: 2/20/2014

For the Board of Regents of the Nevada
System of Higher Education on behalf
of the University of Nevada, Reno



Thomas L. Judy
Assoc. V.P., Business and Finance

Whitel High School Seismographic Station

Douglas County, Nevada
Assessor's Parcels
Douglas County Assessor

Map Legend

- Parcel Boundary
- Subdiv Boundary
- Easements - See Recorded Documents
- Town Boundary
- Township/Range/Section
- Open Space/Conserv. Eas.
- Receiving Area

Parcel Number

Parcel Sub/Seq Number

Parcel Acreage

Parcel Block Number

Parcel Lot Number

Parcel Address

on 110

180

110W

T13N R18E

SEC. 3

6	5	4	3	2	1
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31	32	33	34	35	36

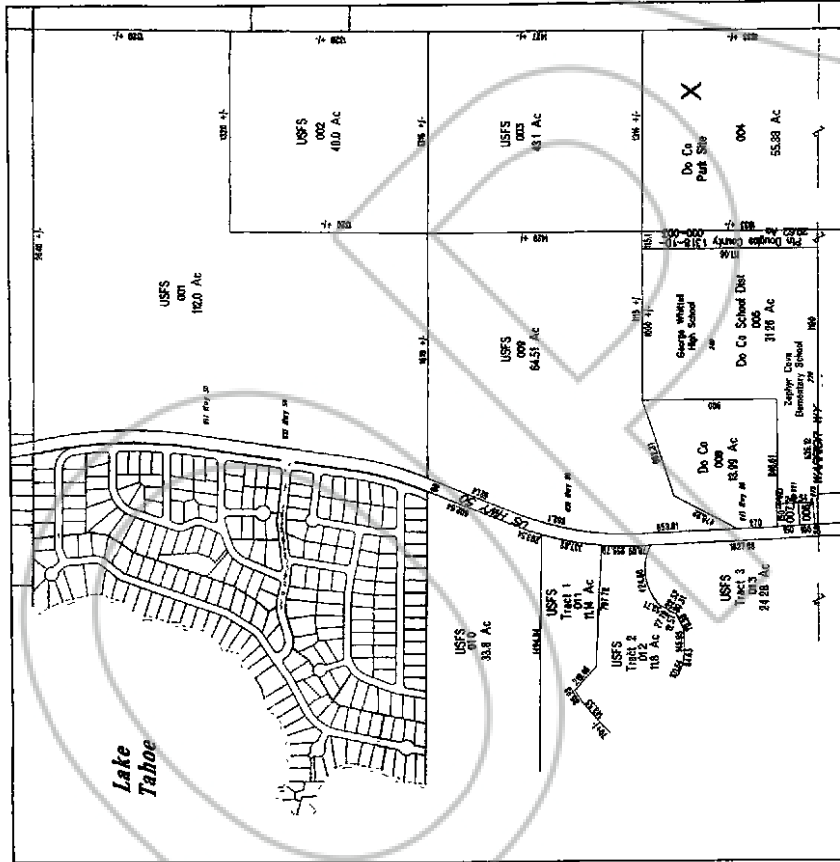
ALL SEC

1	2	3	4	5	6
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1318-03-000

SCALE 1" = 800'

REVISED 06/24/2010



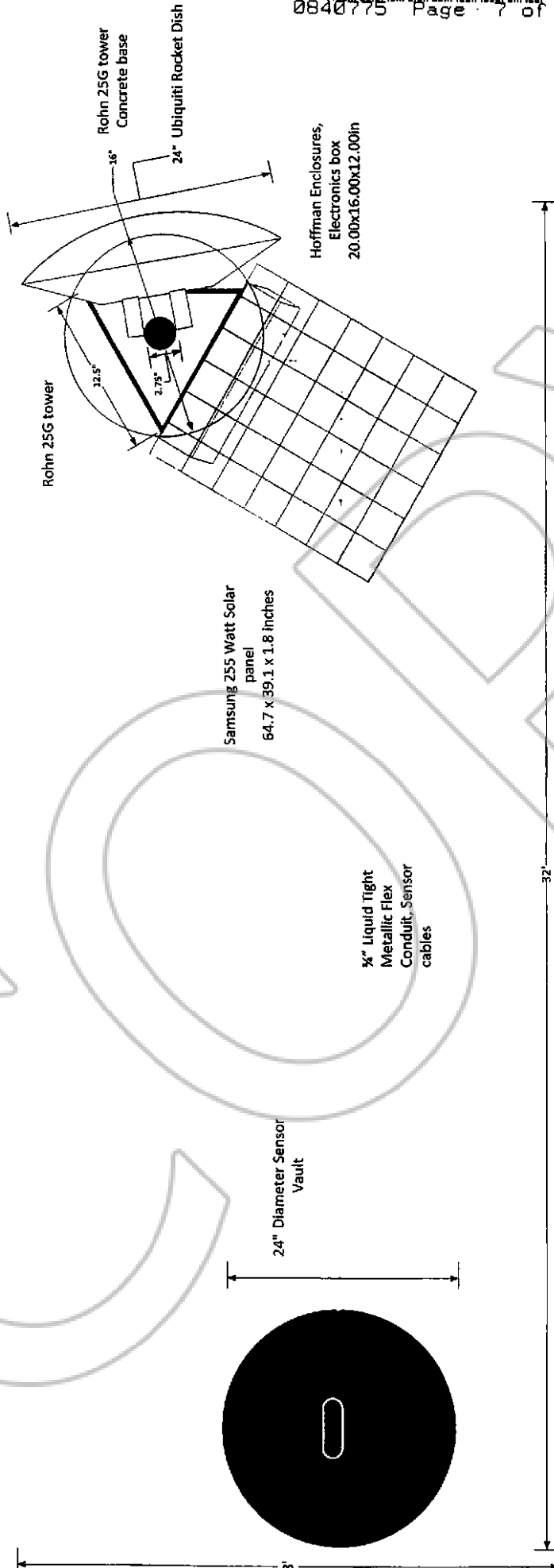
APN-1318-03-000-004
39.0131 -119.9374

NOTE: This map is prepared for the use of Douglas County Assessor, for assessment and illustrative purposes only. It does not represent survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.

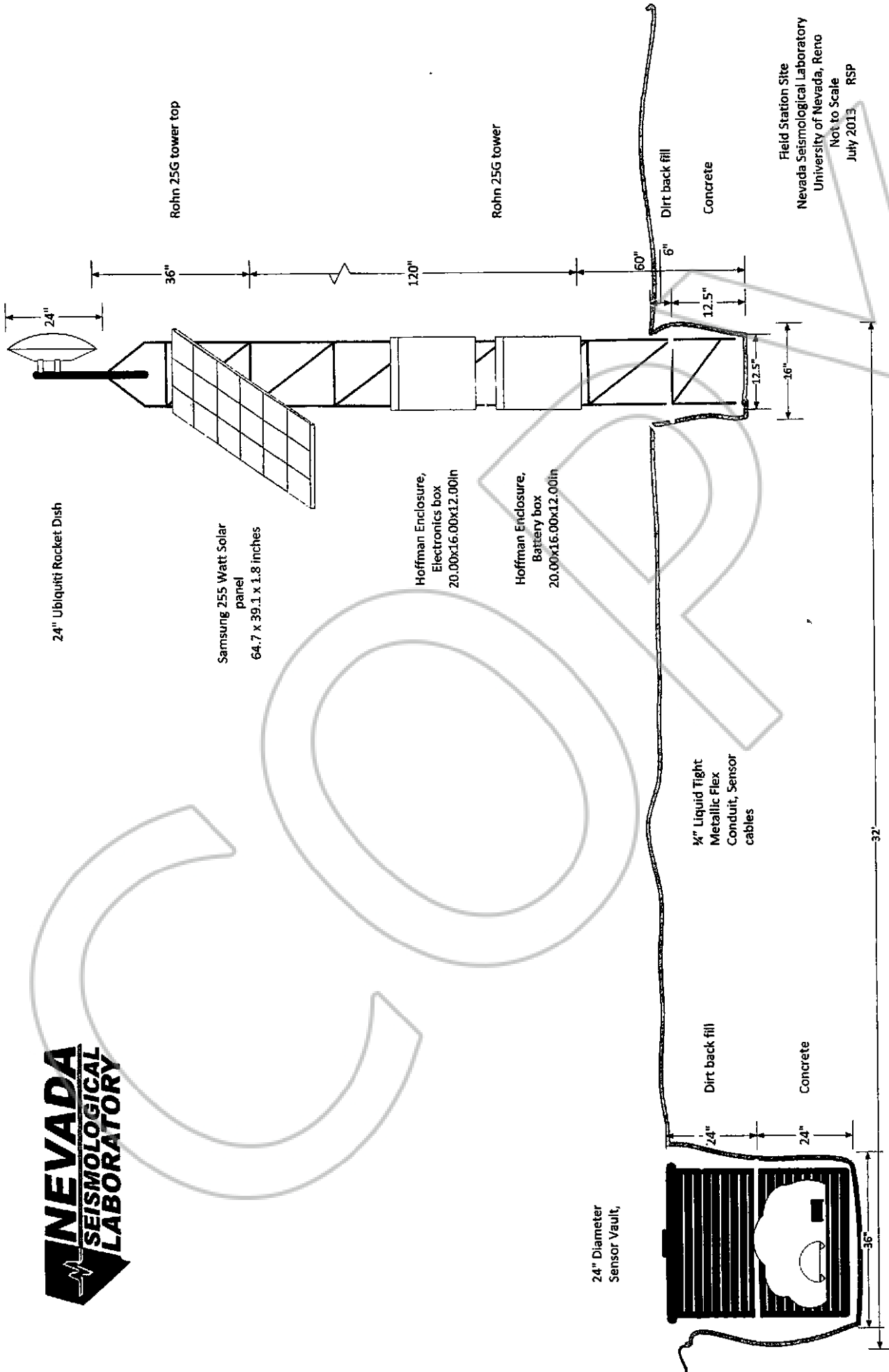


Barely visible 200" to the
North.

Exhibit B



Field Station Site, birds eye view
Nevada Seismological Laboratory
University of Nevada, Reno
Not to Scale
July 2013 RSP



Field Station Site
Nevada Seismological Laboratory
University of Nevada, Reno
Not to Scale
July 2013 RSP

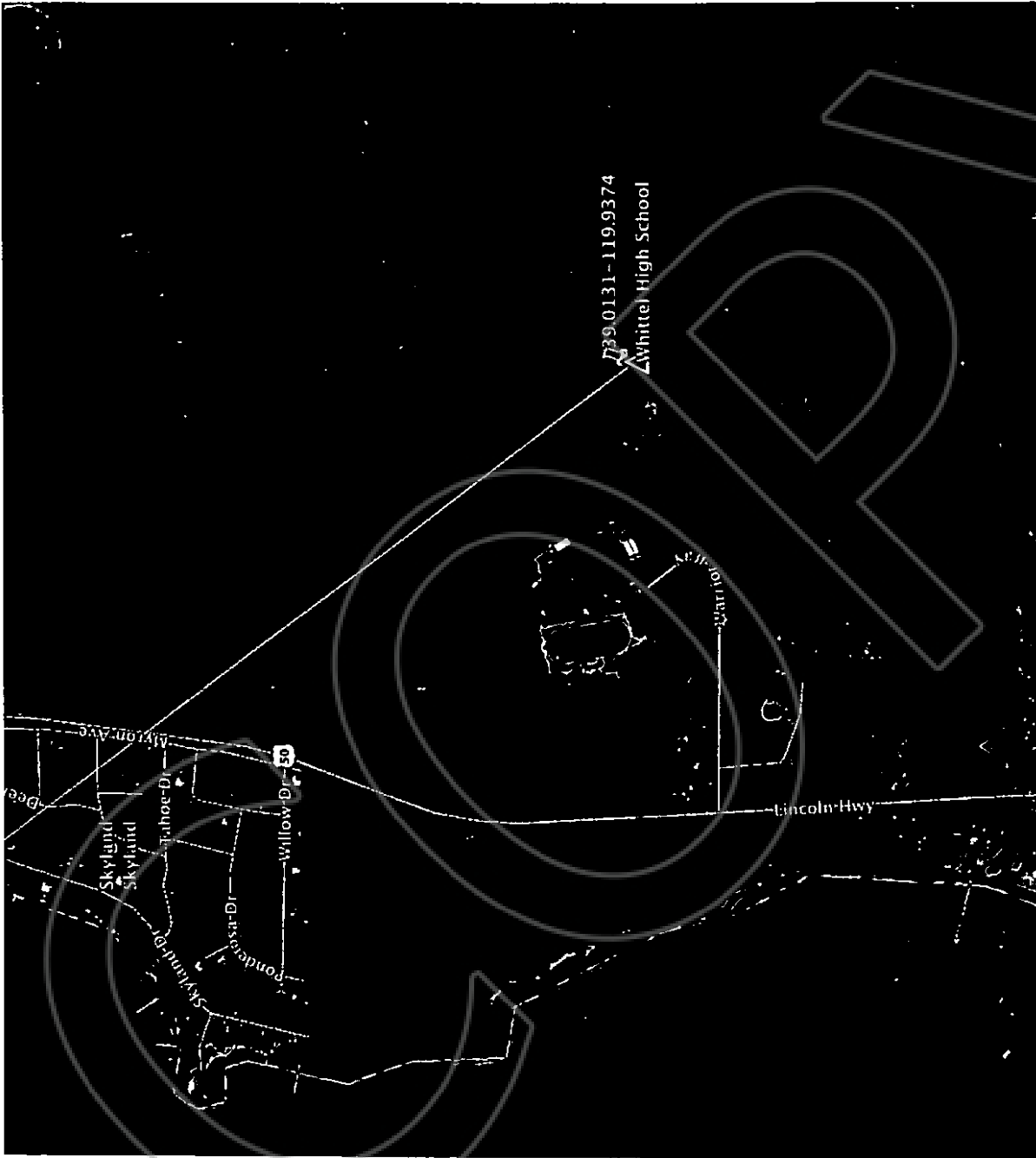
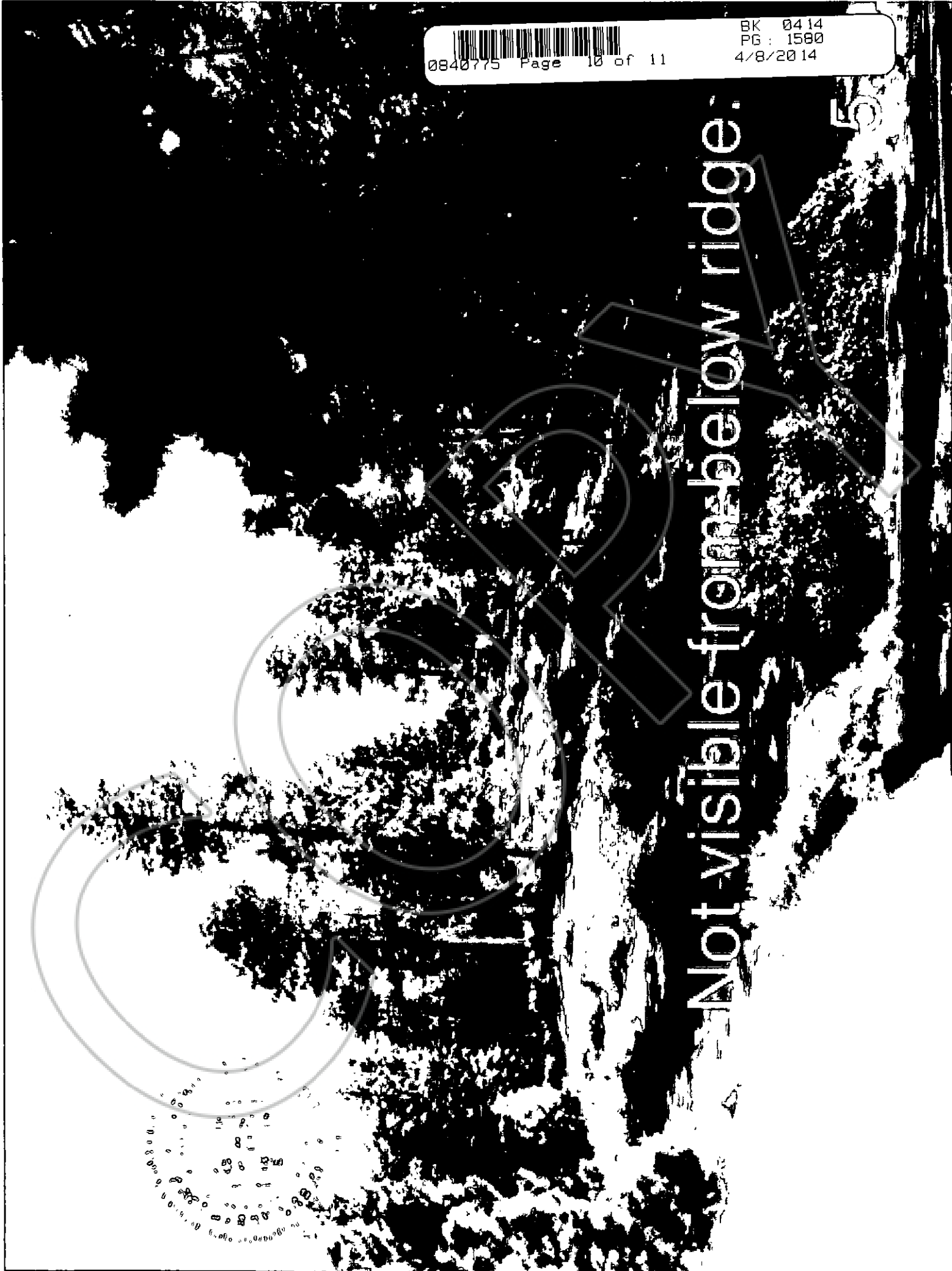


EXHIBIT C



Not visible from below ridge.

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

5th day of April, 2014

By [Signature] Deputy