

Assessor's Parcel Number:  N/A

Date:  MAY 20, 2015

Recording Requested By:

Name:  TAMMY JAMES, 911

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$  N/A



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KAREN ELLISON, RECORDER

SITE USE AGREEMENT #2015.105

(Title of Document)

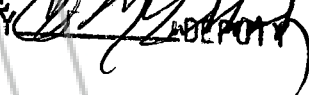
FILED

NO. 2015.105

2015 MAY 20 AM 10: 57

**SITE USE AGREEMENT  
BETWEEN  
NEVA ONE, LLC, doing business as  
THE HARD ROCK HOTEL AND CASINO LAKE TAHOE  
AND  
DOUGLAS COUNTY, NEVADA**

DOUGLAS COUNTY  
CLERK

BY  DEPUTY

This Site Use Agreement is made by and between Neva One, LLC, a Nevada limited liability company, doing business as Hard Rock Hotel and Casino Lake Tahoe (hereinafter Hard Rock) and Douglas County (hereinafter County), a political subdivision of the State of Nevada.

**RECITALS**

WHEREAS Hard Rock operates a casino resort which is located within the boundaries of Douglas County, Nevada; and

WHEREAS, Hard Rock is based in a multi-story structure with a rooftop that can be utilized for the placement of the County's radio antennas; and

WHEREAS, Appendix B of the Douglas County Code Section 907, Emergency Services Communications, requires large structures such as the Hard Rock to be designed to support emergency services communications; and

WHEREAS, the Douglas County Sheriff's Office as well as the Tahoe Douglas Fire Department routinely respond to Hard Rock to provide emergency services; and

WHEREAS, it would be beneficial to both the County and Hard Rock to have adequate emergency communications capability.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

**1. EFFECTIVE DATE OF AGREEMENT AND EXTENSIONS.** The term of this Agreement shall commence upon approval of this Agreement by the governing boards or authorized representatives of both parties and shall continue for a period of four years unless terminated earlier in accordance with Paragraph Four or extended for successive four year terms, which extensions shall occur automatically, upon the expiration of the then current four year term.

**2. SCOPE OF USE.**

**A.** Hard Rock will allow the County access to position, install, test and use Douglas County's radio equipment including antennas, upon and from the roof of the Hard Rock, at a location to be mutually agreed by the parties.

**B.** The County represents that its employees, agents, subcontractors and third party contractors shall be properly licensed and trained in the positioning, installation and use

of radio equipment and all other necessary related equipment for the antennas placement and use. The County shall comply with OSHA and any other related rules or regulations.

C. The County agrees to keep the work area clean and shall remove any garbage they have created from the Hard Rock property.

**3. PAYMENT.** There shall be no payment assessed to the County for this activity on Hard Rock property in Douglas County, Nevada. In the event the County damages Hard Rock equipment or property during this activity, then Hard Rock shall, immediately upon discovery of the damage, notify the County of the damage and submit a written claim to the County within ten days of such discovery.

**4. TERMINATION OF AGREEMENT.** Either party may revoke this Agreement with 5 days written notice. However, this section does not prohibit the County from enforcing its rights under the Douglas County Code. Upon termination, all antennas previously installed by the County will be removed without damage or destruction to the Hard Rock.

**5.** The Infrastructure and Operations Manager is expressly delegated the authority by the Douglas County Board of Commissioners to administer, negotiate, extend or terminate this Agreement for the entire term of this Agreement.

**6. INDEMNIFICATION.** For the purposes of this Agreement only, the County agrees to indemnify and save and hold Hard Rock, its parent, affiliates, managers, members, and subsidiaries, respective agents and employees, harmless from any and all claims, causes of action or liability arising from the performance of this Agreement by the County, its employees, agents or contractors.

**7. INSURANCE.** The County warrants that at all times during the term of this Agreement, that they will carry and maintain in full force and effect, the following insurance policies.

**A.** Liability coverage to include premises, operations, personal injury, and automobile liability in an amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate.

**B.** Industrial Insurance (Workers Compensation Insurance). The County must carry industrial insurance in accord with NRS Chapter 616B.

**C.** Insurance policies shall be with an insurance company rated 'A-' or better by A.M. Best except that no rating is required if the County is a member of a risk sharing pool. Evidence of insurance coverage shall be provided to Hard Rock upon request.

**8. CONSTRUCTION OF AGREEMENT.** This Agreement shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Agreement shall be resolved by binding arbitration, with an arbiter to be selected from a list maintained by the Nevada Supreme Court of senior district court judges, with both parties to share the senior judge fees and any other related arbitration fees and costs. Each party is responsible for their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this Agreement.

**9. COMPLIANCE WITH APPLICABLE LAWS.** The County and Hard Rock shall fully and completely comply with all applicable local state and federal laws, permits, licenses regulations, orders, or requirements of any sort in carrying out the obligations of this Agreement.

**10. MODIFICATION OF AGREEMENT.** This Agreement constitutes the entire Agreement between the parties and may only be modified by a written amendment signed by the parties.

**11. SEVERABILITY.** The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

**12. ASSIGNMENT.** Hard Rock or the County cannot assign any rights, obligations or duties under this Agreement.

**13. ENTIRE AGREEMENT.** This Agreement constitutes the full and final Agreement between the parties and shall not be modified except in writing and signed by both parties.

**14. NOTICE.**

**A.** All written notices under this Agreement shall be delivered to the following officials at the addresses stated:

Technology Services Manager  
Infrastructure and Operations  
Douglas County, Nevada  
Post Office Box 218  
Minden, Nevada 89423

Hard Rock Hotel and Casino  
P.O. Box C  
Stateline, Nevada 89449

With a copy to:

Neva One, LLC  
1300 Buckeye Road, Suite A  
Minden, NV 89423

***IN WITNESS WHEREOF, the parties hereto have caused this Site Use Agreement to be executed.***

*On behalf of Douglas County:*

By: *Doug A. Johnson* *5/15*  
Chair (Date)  
Douglas County Board of Commissioners

Attest: *Kathy Lewis*  
Kathy Lewis  
Douglas County Clerk

*On behalf of and with authority to sign for  
Neva One, LLC, dba Hard Rock Hotel and  
Casino*

By: *Jon Park*  
(Date)

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

*20th* day of *May*, 20*15*  
By: *Doug A. Johnson*