

Assessor's Parcel Number: N/A

Date: NOVEMBER 10, 2015

Recording Requested By:

Name: NIKKI SCHMIDT, PUBLIC WORKS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00025488201508724710060063

KAREN ELLISON, RECORDER

**LICENSE TO ENTER PROPERTY
AND DISCHARGE WATER #2015.233**

(Title of Document)

FILED

2015. 233

2015 NOV 10 AM 9:55
LICENSE TO ENTER PROPERTY AND DISCHARGE WATER

DOUGLAS J. JONES
CLERK
DEPUTY
This License to Enter Property and Discharge Water ("License") is entered into by and between Douglas County, a political subdivision of the State of Nevada ("County"); K.G. Walters Construction Co., Inc., a Nevada corporation ("K.G. Walters"); and Q and D Construction, Inc., a Nevada corporation ("Q&D").

WHEREAS, County is the owner of certain real property along Kahle Drive that includes certain water quality improvements such as a water detention pond as shown in the Erosion and Sediment Control Plan attached as Exhibit "A" (the "Detention Pond");

WHEREAS, K.G. WALTERS and Q&D (collectively, the "Contractors") have entered into a joint venture and have entered into a contract related to the Kingsbury Water Treatment Plant Project (the "Project");

WHEREAS, the Contractors will benefit from access to the Detention Pond to discharge water related to the construction of the Project; and

WHEREAS, County desires to assist the Contractors to successfully complete 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 the Contractors, and each of them, to enter the real property where the Detention Pond is located and to discharge water related to the Project into the Detention Pond.
2. The Contractors, and each of them, promise and agree to comply with all state, federal, and Tahoe Regional Planning Agency laws and regulations related to the discharge of water within the Detention Pond including, without limitation, the use of filtration media such as a settlement tank and filter bags as shown in Exhibit "A." No more than 100 gallons per minute will be discharged into the pond.
3. The Contractors, and each of them, promise and agree to not destroy or alter the Detention Pond including, without limitation, any vegetation or improvements

located near the Detention Pond and to restore the Detention Pond and any disturbed areas to their original condition at the conclusion of all Project construction.

4. To the fullest extent permitted by law, the Contractors, and each of them, promise and agree 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 the Contractors, their employees or agents. Notwithstanding the obligation of the Contractors to defend County, County may voluntarily elect to participate in the defense of any claim brought against County because of the conduct of the Contractors, their 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 either K.G. WALTERS or 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 K.G. WALTERS, Q&D, or County, their officers, elected officials, employees, or agents.
7. The Contractors, and each of them, promise and agree to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements related to its use of the Detention Pond 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. The Contractors, and each of them, 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 Discharge Water to be signed this ____ day of August, 2014, and intend to be legally bound thereby.

K. G. Walters Construction Co., Inc.

By: Walter Johnson 8/7/14
Walter Johnson, President (Date)

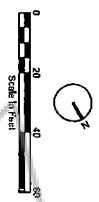
Q and D Construction, Inc.

By: Lance Semenکو 8/12/14
Lance Semenکو, COO (Date)

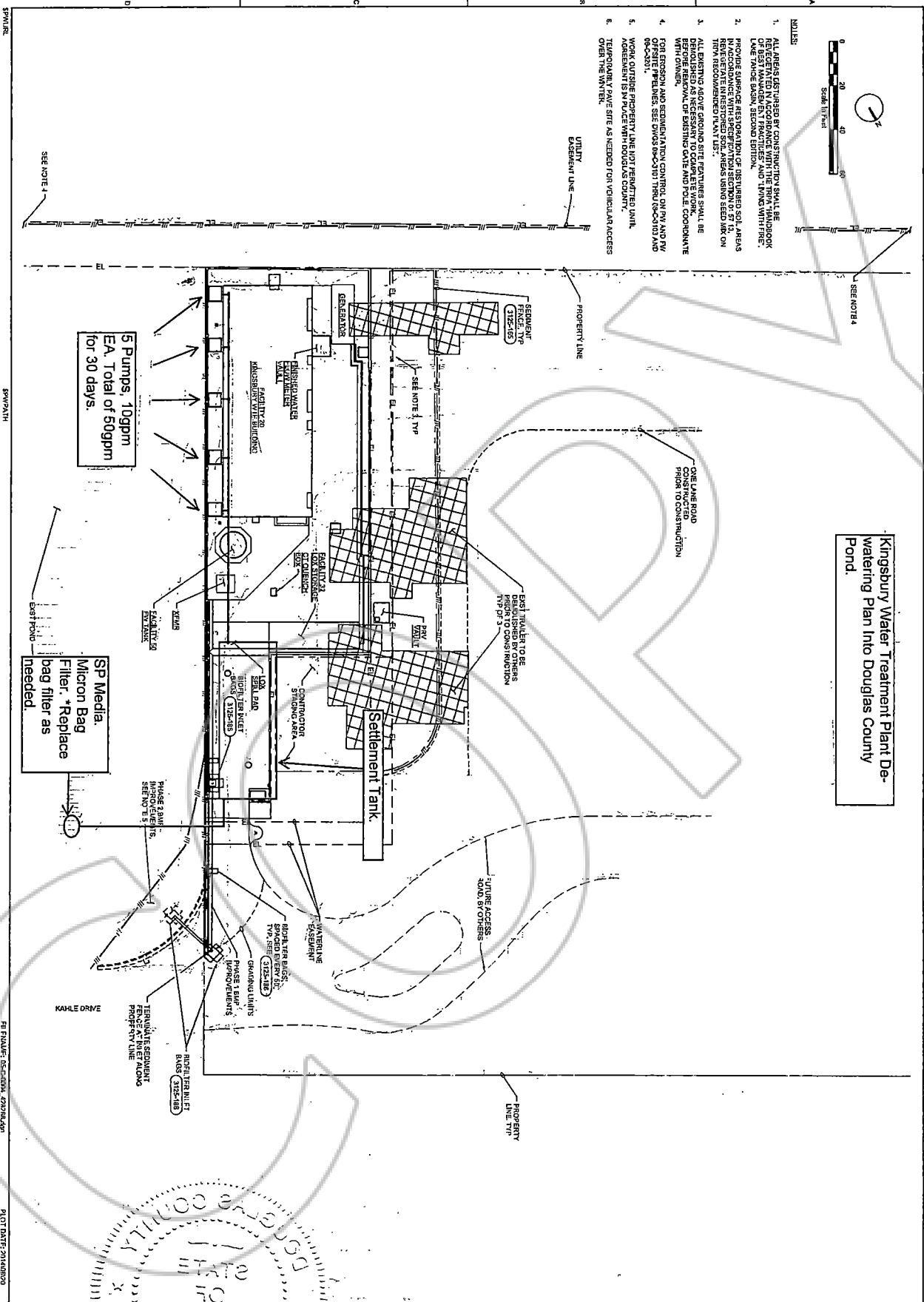
Douglas County

By: Carl Ruschmeyer 8/13/14
Carl Ruschmeyer, PE (Date)
Director, Douglas County Public Works Department

Kingsbury Water Treatment Plant De-watering Plan Into Douglas County Pond.



- NOTES:**
1. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE REVEGETATED IN ACCORDANCE WITH THE TRPA HANDBOOK LITERATURE AND THE TRPA HANDBOOK LITERATURE AND TRPA HANDBOOK LITERATURE AND TRPA HANDBOOK LITERATURE.
 2. REVEGETATION SHALL BE DONE WITH SEEDS AND MULCH IN ACCORDANCE WITH SPECIFIC SECTION 0713. TRPA HANDBOOK LITERATURE.
 3. ALL EXISTING ABOVE GROUND SITE FEATURES SHALL BE REMOVED PRIOR TO CONSTRUCTION.
 4. FOR EROSION AND SEDIMENTATION CONTROL, ON RY AND RY OFFSITE FEATURES, SEE DWG 08-0301 THROUGH 08-0305 AND TEMPORARY PAUSE SITE AS NEEDED FOR VEHICULAR ACCESS OVER THE UNITS.
 5. TEMPORARY PAUSE SITE AS NEEDED FOR VEHICULAR ACCESS OVER THE UNITS.
 6. TEMPORARY PAUSE SITE AS NEEDED FOR VEHICULAR ACCESS OVER THE UNITS.



<p>DATE: 06/20/2014 BY: JSGN CHECKED: JLR APPROVED: P. J. O'NEILL DATE: 06/20/2014</p>	<p>NO. DATE REVISION</p>	<p>DATE: 06/20/2014 BY: JSGN CHECKED: JLR APPROVED: P. J. O'NEILL DATE: 06/20/2014</p>	<p>DATE: 06/20/2014 BY: JSGN CHECKED: JLR APPROVED: P. J. O'NEILL DATE: 06/20/2014</p>	<p>DATE: 06/20/2014 BY: JSGN CHECKED: JLR APPROVED: P. J. O'NEILL DATE: 06/20/2014</p>	<p>DATE: 06/20/2014 BY: JSGN CHECKED: JLR APPROVED: P. J. O'NEILL DATE: 06/20/2014</p>
--	--------------------------	--	--	--	--

CH2M HILL
 AREA OFFICE:
 50 WEST LIBERTY ST., STE 205
 RENO, NV 89501
 (775) 785-5200

DESIGN OFFICE:
 2225 AIRPARK DRIVE
 REDDING, CA 96001
 (530) 243-0851

KINGSBURY
 WATER TREATMENT PLANT
 PROJECT

CONSTRUCTION DOCUMENT

EROSION AND SEDIMENT CONTROL PLAN

DATE: 06/20/2014
 BY: JSGN
 CHECKED: JLR
 APPROVED: P. J. O'NEILL
 DATE: 06/20/2014

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

10th day of Nov 2015

By [Signature] Deputy

