

Assessor's Parcel Number:  N/A

Date:  DECEMBER 14, 2015

Recording Requested By:



00027254201508740340060065

KAREN ELLISON, RECORDER

✓ Name:  NIKKI SCHMIDT, PUBLIC WORKS   
(RR)

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

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

Real Property Transfer Tax: \$  N/A

**LICENSE TO ENTER PROPERTY, PERFORM DRAINAGE WORK,  
AND RELEASE OF LIABILITY #2015.253**  
(Title of Document)

RECEIVED

DEC 07 2015

DOUGLAS COUNTY  
PUBLIC WORKS

**LICENSE TO ENTER PROPERTY, PERFORM DRAINAGE WORK,  
AND RELEASE OF LIABILITY**

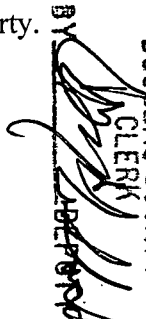
This License to Enter Property, Perform Drainage Work, and Release of Liability ("Release") is entered into by and between Douglas County, a political subdivision of the State of Nevada ("County"), and the Conway Family Trust, Dennis and Marcia Conway as trustees ("Owner").

**WHEREAS**, Owner is the sole owner of the real property commonly known as 3590 Center Drive, Carson City, Nevada, and also known as Douglas County Assessor's Parcel Numbers 1420-08-501-001 and 1420-08-501-002 (the "Property"); and

**WHEREAS**, County and Owner mutually believe they will benefit from the County making improvements on the Property to alleviate flooding and drainage issues impacting the Property and Center Drive.

**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. Owner grants a license to County to enter the Property to perform such work as County believes is beneficial to mitigate drainage problems on the Property that impact Center Drive and the public right of way. A graphical description of the area where the County intends to work is attached as Exhibit "A."
2. The parties agree that any work performed by County will be at County's own expense.
3. Owner understands and agrees that the work the County may engage in at the Property may damage or destroy vegetation at the Property, may impact and restore drainage patterns. Owner therefore promises and agrees to hold County harmless for any damage caused to any personal or real property during the work conducted by County. Owner agrees that Owner will not seek compensation from County related to the exercise of any rights granted to County by Owner.
4. Owner understands and agrees that once County completes its work, Owner will be solely responsible for maintaining Owner's Property, including the drainage areas, swales, or any other improvements County may make to the Property.

BY  DOUGLAS COUNTY CLERK

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5. The parties agree that Owner may revoke County's permission to enter the Property at any time by providing at least 30 days' advance written notice to County. Unless otherwise terminated earlier, this License will expire on February 23, 2016.
6. Nothing contained in this Release is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against Owner or County, their trustees, officers, elected officials, employees, or agents.
7. This Release 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 Release. 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. The parties mutually agree to not seek punitive damages or attorney's fees against the other party.
8. Owner hereby releases County and its employees, agents, officers, directors, attorneys, assigns, associates, directors, and successors from any and all claims, counterclaims, cross-claims, third-party claims, demands, suits, rights, causes of actions, administrative claims, insurance claims, and any other claim for damages and from any and all costs, expenses, losses, attorney's fees, expert's fees, accounting fees, taxes or penalties imposed by any governmental entity, and liabilities or obligations of any kind or nature whatsoever, at law or in equity, whenever or however derived, arising out of or related to County's training activities at the Property.
9. County promises and agrees to fully and completely comply with all applicable local, state and federal laws and regulations related to its activities at the Property. County will not waive and intends to assert all available NRS chapter 41 liability limitations.

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 Conway Family Trust as caused this License to Enter Property, Perform Drainage Work, and Release of Liability to be signed this 3<sup>rd</sup> day of December, 2015, and intend to be legally bound thereby.

**Conway Family Trust**

By: [Signature]  
Dennis Conway, Trustee

By: [Signature]  
Marcia Conway, Trustee

**Douglas County**

By: [Signature] 12/7/15  
Carl Ruschmeyer, P.E. (Date)



Approximate limits of work to re-grade existing drainage and place 8-inch to 24-inch rock rip-rap on the downhill side. Remove and replace approximately 21 feet of fence for access to work area.

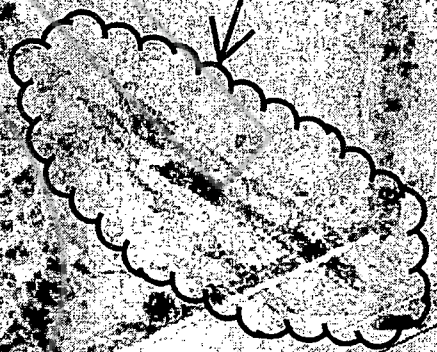


Exhibit A

50m  
633 Longitude: N9 760368

50m

1:42 0-08-501-001

1:42 0-08-501-002

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

14th day of Nov, 2015

By [Signature] Deputy

