

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** HEATHER MACDONNELL

**Department:** PUBLIC WORKS



0011678520209511300040046

KAREN ELLISON, RECORDER

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**Type of Document: (please select one)**

- Agreement
- Contract
- Grant
- Change Order
- Easement

Other specify: LICENSE TO ENTER PROPERTY

## LICENSE TO ENTER PROPERTY

This License to Enter Property (“License”) is entered into by and between Douglas County, a political subdivision of the State of Nevada (“County”), and Elkhorn Landscape LLC, a Nevada limited liability company, and its Managing Member, Peter L. Yenkole, individually (“Licensee”).

**WHEREAS**, County maintains and owns the public road known as Drayton Boulevard in Gardnerville, Nevada and has the sole jurisdiction and control of this public road (“Drayton Boulevard”); and

**WHEREAS**, Licensee desires to enter the unimproved section of Drayton Boulevard immediately adjacent to the property commonly known as 994 Springfield Drive, Gardnerville, Nevada (the “License Area”) in order to perform landscaping services at 994 Springfield Drive, Gardnerville, Nevada.

**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 Licensee and its employees and agents to enter the License Area to perform landscaping services to the residence located at 994 Springfield Drive, Gardnerville, Nevada (the “Home”).
2. The parties agree that any work performed by Licensee will be at Licensee’s own expense and will not be for the benefit of the County.
3. During the term of this License, and for a period of one year after the License expires, Licensee promises and agrees to hold harmless County from any injury, insurance claim, or other claim arising directly or indirectly from the Licensee’s activities on the Property.
4. Licensee agrees that it will not cause or allow hazardous materials to be brought to the License Area or upon any County road.
5. License promises and agrees to not conduct any activities that will destroy or otherwise disturb the License Area and will return the License Area to its original condition or better upon the expiration of this License.

FILED

NO. 2020.146

8-20-20  
DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

BY [Signature] DEPUTY

6. The parties agree that County may revoke this License at any time by providing at least 14 calendar days' advance written notice to Licensee. Unless otherwise terminated earlier, this License will expire on **September 23, 2020**.
7. 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. The prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred.
8. All notices, requests, demands and other communications allowed under this License must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

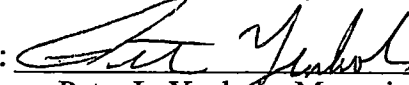
**To County:** Phil Ritger  
Douglas County Public Works  
P.O. Box 218  
Minden, Nevada 89423

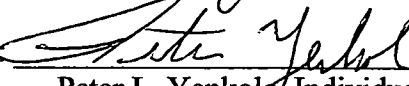
**To Licensee:** Peter L. Yenkole  
Elkhorn Landscape LLC  
P.O. Box 6943  
Gardnerville, Nevada 89460

9. 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.

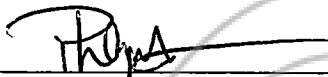
IN WITNESS WHEREOF, the parties hereto have caused this License to Enter Property to be signed this 13 day of August, 2020, and intend to be legally bound thereby.

**Elkhorn Landscape LLC**

By:  8/13/20  
Peter L. Yenke, Managing Member (Date)

By:  8/13/20  
Peter L. Yenke, Individually (Date)

**Douglas County**

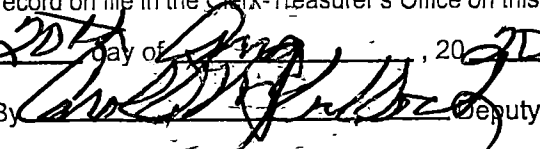
By:  08-14-2020  
Philip Ritger, Public Works Director (Date)

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 Aug, 2020  
By:  Deputy