

Lincoln County

595-1

US-93 LI-27

Pioche Maintenance Station

HT OF WAY DIVISION
Nevada Department of Transportation
3 South Stewart Street
Carson City, Nevada 89712

MULTI-USE LICENSE
(Nevada Department of Transportation)

111 356-90-030

P.N. 06-301-25

THIS MULTI-USE LICENSE, made this 21st day of August, 19 90, between the STATE OF NEVADA, by and through its Division of State Lands; for and on behalf of the Division of Forestry, hereinafter called LICENSEE, and the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called LICENSOR,

WITNESSETH:

WHEREAS, LICENSOR has an easement for public highway purposes and is responsible for the construction and maintenance of certain highways in the State of Nevada among which is U. S. 93, located in the County of Lincoln and;

WHEREAS, LICENSEE has requested LICENSOR, for aesthetic and other reasons, for permission to use a portion of the right-of-way of said highway for the purpose of a substation for the Division of Forestry and;

WHEREAS, the requested use will be of benefit to LICENSOR, LICENSEE, and the traveling public and will not interfere with the maintenance and operation of the aforesaid highway,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

SECTION ONE
GRANT OF LICENSE: DESCRIPTION OF PREMISES

LICENSOR hereby grants to LICENSEE a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises: situate, lying and being in the County of Lincoln, State of Nevada, and more particularly described as being a portion of the N 1/2 of the NW 1/4 of Section 22, T. 1 N., R. 67 E., M.D.M.; and more fully described by metes and bounds as follows, to wit:

BEGINNING at a point on the existing fence line of the Pioche Maintenance Station, 50.00 feet right of and at right angles to US-93 at Highway Engineer's Station "A" 41+53.32 P.O.T.; said point of beginning further described as bearing S. 66°58'08" E. a distance of 1,374.89 feet from the northwest corner of Section 22, T. 1 N., R. 67 E., M.D.M.; thence N. 53°47'00" W., along said fence line, a distance of 200.00 feet to a point; thence N. 36°13'00" E., along said fence line, a distance of 145.00 feet to a point; thence S. 53°47'00" E., along said fence line, a distance of 200.00 feet to a point; thence S. 36°13'00" W., along said fence line, a distance of 145.00 feet to the point of beginning, said parcel contains an area of 29,000 square feet (0.67 of an acre), more or less.

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**SECTION TWO
LIMITATION TO DESCRIBED PURPOSE**

The premises may be occupied and used by LICENSEE solely for a substation and incidents thereto for the Division of Forestry and for incidental purposes related thereto during the period beginning December 1, 1989, and continuing until this Multi-Use License is terminated as herein provided.

**SECTION THREE
PAYMENTS**

LICENSEE shall maintain the licensed premises in lieu of any rental due LESSOR.

**SECTION FOUR
TERMINATION - REMOVAL OF IMPROVEMENTS**

Either party may terminate this Multi-Use License at any time, for any reason, by giving written notice to the other, specifying the date of termination, such notice to be given no less than thirty (30) days prior to the date therein specified.

It is further mutually agreed that upon revocation or termination of this Multi-Use License, LICENSEE shall remove, or cause to be removed, at its own expense, any and all improvements placed thereon by LICENSEE and if LICENSEE shall fail to do so, LICENSOR shall have the right to make such removal at LICENSEE'S expense, the amount of which expense LICENSEE shall pay to LICENSOR on demand, and, if LICENSOR shall so elect, it shall have the right to take possession of and appropriate to itself without payment therefor any property of LICENSEE, or anyone claiming under it, then remaining on the premises.

**SECTION FIVE
ASSIGNMENTS PROHIBITED - WAIVER**

It is expressly agreed that LICENSEE shall not have the right to assign its rights, in whole or in part.

The waiver by LICENSOR of a breach of any covenant or condition herein shall not extend to any future breaches nor prejudice any rights or remedies whatever in regard thereto.

**SECTION SIX
NOTICES**

Any and all notices or demands by or from LICENSOR to LICENSEE, or LICENSEE to LICENSOR, shall be in writing. They shall be served either personally or by mail and service shall be conclusively deemed made at the time of service. If served by certified mail, service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given and the issuance of receipt therefor. If served by telegraph, service shall be conclusively deemed made at the time the telegraph agency shall confirm to the sender delivery thereof to the addressee. Any notice or demand to LICENSOR may be given to LICENSOR at 1263 South Stewart Street, Carson City, Nevada 89712, or at such other place or places as shall be designated by LICENSOR from time to time. Any notice or demand to LICENSEE shall be given to LICENSEE at 505 East King Street, Room 300, Carson City, Nevada 89710.

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**SECTION SEVEN
IMPROVEMENTS, REPAIRS, TAXES, MAINTENANCE AND USE OF THE PROPERTY**

LICENSEE agrees that it will place no improvements in, on or upon the said premises nor make any use of it except for its present use as approved by LICENSOR and for the purpose of a Division of Forestry substation and incidents thereto. Landscaping shall not exceed 2 feet in height within the STATE'S right-of-way.

LICENSEE shall secure all necessary permits required in connection with operations on the said premises and shall comply with all Federal, State and local statutes, ordinances or regulations which may affect, in any respect, LICENSEE'S use of said premises, including zoning, if applicable.

LICENSEE shall keep and maintain, at its own expense, the said premises free of all weeds, noxious plants, debris or any material which constitute a public nuisance, and at all times shall keep the premises in an orderly, clean, safe and sanitary condition, and in accordance with LICENSEE'S plans therefore.

LICENSEE shall pay all taxes and assessments imposed by any source which may be legally assessed on LICENSEE'S possession, or any improvements or equipment placed by LICENSEE on said premises.

LICENSEE shall pay all charges for water, gas, electricity or any other utility supplied to or upon any part of the herein described premises which is contracted for by the LICENSEE.

That the use of the premises by LICENSEE was after examination of their present condition and without any representation or warranties on the part of LICENSOR or its agents. LICENSEE and LICENSOR have inspected the premises and agree that the premises are free of hazardous substances in their present condition.

LICENSEE will obey all laws concerning health and safety with respect to hazardous substances.

LICENSEE indemnifies LICENSOR for any and all costs and expenses arising out of hazardous substances.

LICENSOR retains the right of entry on the licensed premises without announcement to inspect and perform field tests on air, water and soil.

It is mutually agreed that if LICENSEE violates any provision of this Multi-Use License and does not correct said violation within a reasonable time after receipt of notice from LICENSOR in accordance with the provisions of Section 6 of this Multi-Use License, it shall constitute a voiding and termination of this Multi-Use License as provided herein.

**SECTION EIGHT
RIGHT OF ENTRY**

LICENSOR specifically reserves the right of entry by any authorized officer, engineer, employee, agent or contractor of LICENSOR for the purpose of inspecting said premises and performing activities related to the maintenance and operation of the aforesaid highway.

LICENSEE is specifically advised that this Multi-Use License does not convey the right to construct approach roads, or in any other manner to encroach on the highway right-of-way. Permission to do so must be requested by LICENSEE pursuant to Nevada Department of Transportation Occupancy Permit regulations.

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**SECTION NINE
INSURANCE**

It is mutually agreed that this Multi-Use License is made upon the express condition that the LICENSOR, its officers, agents and employees are to be free, and held harmless, from all liability and claims for damage by reason of personal injury or death, including those wrongful in nature, of any person or persons, including LICENSEE, or damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, or from any cause whatsoever while in, upon or in any way connected with the said premises or any occupancy hereunder under this Multi-Use License.

**SECTION TEN
NUISANCE**

LICENSEE shall not perform or permit any of its guests or invitees to perform any disorderly conduct or commit any nuisance on the premises or to use the premises in any way which will interfere with or endanger the traveling public. Lighting, if any, placed by LICENSEE shall not produce any objectionable glare to the traveling public. No signs of any type, on-premise or otherwise, will be permitted to be erected on the premises.

**SECTION ELEVEN
GENERAL COVENANTS**

This Multi-Use License shall constitute the entire contract between the parties hereto and no modification hereof shall be binding unless endorsed hereon in writing.

As used herein, the terms LICENSOR and LICENSEE shall include the plural as well as the singular and the feminine as well as the masculine and the neuter.

The provisions of this Multi-Use License may be altered, changed or amended by mutual consent of the parties hereto and in accordance with the provisions and procedures herein contained.

Time is of the essence of each and all of the terms and provisions of this Multi-Use License.

LICENSEE agrees that it does not and shall not claim, at any time, any interest or estate of any kind or extent whatsoever in the premises by virtue of this Multi-Use License or its occupancy or use hereunder.

This Multi-Use License shall be recorded.

515-X

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

APPROVED FOR FORM: [Signature]
P. Mark Ghan, Deputy Attorney General

STATE OF NEVADA, by and through its
DIVISION OF STATE LANDS
[Signature]
PAMELA B. WILCOX, Administrator and
Ex-Officio State Land Registrar

APPROVED: [Signature]
Lowell V. Smith, State Forester

APPROVED FOR LEGALITY AND FORM: [Signature]
Deputy Attorney General

REVIEWED AND RECOMMENDED BY: [Signature]
Chief Right-of-Way Agent

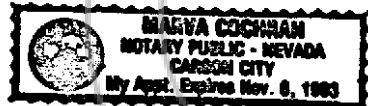
STATE OF NEVADA acting by and through its
Department of Transportation: [Signature]
DEPUTY Director

[Signature]
District Engineer

STATE OF Nevada

On this 21st day of August, 19 90, personally appeared before me, the undersigned, a Notary Public in and for the County of Nevada, State of Nevada, Pamela B. Wilcox personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

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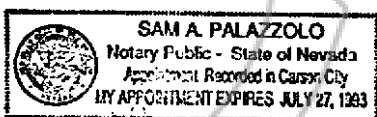


IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
[Signature]

STATE OF NEVADA
CARSON CITY

On this 20th day of September, 19 90, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, Ronald W. Hill personally known (or proved) to me to be the Deputy Director of the Department of Transportation of the State of Nevada who subscribed to the above instrument for the Nevada Department of Transportation under authorization of Nevada Revised Statutes, Chapter 408.205; that he affirms that the seal affixed to said instrument is the seal of said Department; and that said instrument was executed for the Nevada Department of Transportation freely and voluntarily and for the uses and purposes therein mentioned.

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IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
[Signature]

DOT
030-057
rev. 10/89
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No. 094995

FILED AND RECORDED AT REQUEST OF
Nevada Dept. of Trans.

24 September 1990

33 30 MINUTES FAST 2 O'CLC.
P.M. IN BOOK 92 OF OFFICE

RECORDS PAGE 301 LINCOLN
COUNTY, NEVADA

Frank C. Hulse
FRANK C. HULSE COUNTY RECORDER

JW