

Official Record

Recording requested By  
NEVADA DEPT OF TRANSPORTATION

Lincoln County - NV  
Leslie Boucher - Recorder

Fee: Page 1 of 10  
RPTT: Recorded By: AE  
Book- 243 Page- 0121

895-1

APN: Ptn. Of 01-311-02  
Control Section: LN-027  
Parcel: S-321-LN-003.481  
Agreement Number R186-08-030



AFTER RECORDING RETURN TO:  
NEVADA DEPT. OF TRANSPORTATION  
RIGHT-OF-WAY DIVISION  
ATTN: Margaret Orci  
1263 S. STEWART ST.  
CARSON CITY, NV 89712

LEGAL DESCRIPTION PREPARED BY:  
Halana D. Salazar  
Nevada Dept. of Transportation,  
Right of Way Division  
1263 S. Stewart St.  
Carson City, NV 89712

MULTI-USE LICENSE  
Nevada Department of Transportation

THIS MULTI-USE LICENSE, made this 25<sup>TH</sup> day of JUNE, 2008,  
between the Lincoln County School District, a governmental entity, whose mailing address is:  
P.O.Box 118, Panaca, NV 89042, 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 State Road-321, located in the County of Lincoln, and

WHEREAS, LICENSEE is the owner of certain property abutting the aforesaid  
highway; and

WHEREAS, LICENSEE has requested LICENSOR, for aesthetic and other reasons,  
for permission to temporarily use a portion of the right-of-way of said highway for the purpose  
of a maintenance shed, parking and landscaping, and

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

WHEREAS, LICENSOR, for any reason, may revoke this license.

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 Town of Pioche, County of Lincoln, State of Nevada, and more particularly described as being a parcel of land lying within the right-of-way of SR-321, over and across a portion 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 the southeast corner of the existing fence line of the Old Pioche Maintenance Station, 50.00 feet right of and at right angles to the centerline of said SR-321 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 along said fence line, the following four (4) courses and distances:

1. N. 53°47'00" W. - 200.00 feet;
2. N. 36°13'00" E. - 145.00 feet;
3. S. 53°47'00" E. - 200.00 feet;
4. S. 36°13'00" W. - 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.

SUBJECT TO ANY AND ALL UTILITIES WHETHER OF RECORD OR NOT.

The Basis of Bearing for this description is the "A" centerline of SR 321 as shown in the State of Nevada Department of Transportation mapping for BLM Application No. NEV 042795J, Approved September 29, 1933, as depicted on Exhibit "A" attached hereto and made part hereof.



**SECTION TWO  
LIMITATION TO DESCRIBED PURPOSE**

The premises may be occupied and used by LICENSEE solely for a maintenance shed and for incidental purposes related thereto during the period beginning JUNE 25, 2008, and continuing until this Multi-Use License is terminated as herein provided.

**SECTION THREE  
PAYMENTS**

LICENSEE shall pay LICENSOR for this license the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) payable in advance, for the purpose of defraying the cost to LICENSOR of processing the license application.

**SECTION FOUR  
TERMINATION - REMOVAL OF IMPROVEMENTS**

A. 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. If LICENSEE shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, LICENSOR may terminate this Multi-Use License by giving written notice to the LICENSEE, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date therein specified.

B. 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 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 therefore any property of LICENSEE, or anyone claiming under it, then remaining on the premises.

**SECTION FIVE  
ASSIGNMENTS PROHIBITED - WAIVER**

A. It is expressly agreed that LICENSEE shall not have the right to assign its rights, in whole or in part, under this Multi-Use License except on the express prior written consent of LICENSOR.

B. 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

A. 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, Attn: Right-of-Way Division, 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 495 E. Edwards, P.O. Box 118, Panaca, NV 89042.

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

A. LICENSEE agrees that it will place no improvements in, on or upon the said premises nor make any use of it except in accordance with the plans and specifications approved by LICENSOR and for the purpose of a maintenance shed, parking and landscaping; and further agrees that landscaping shall not exceed 2 feet in height within the right-of-way.

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

C. LICENSEE shall keep and maintain, at its own expense, the premises free of all weeds, noxious plants, debris and inflammable or explosive materials of every description, and at all times shall keep the premises in an orderly, clean, safe and sanitary condition, and in accordance with LICENSEE'S plans therefor.

D. 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 the premises.

E. 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.

F. The use of the premises by LICENSEE was after examination of its 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 its present condition.



G. LICENSEE will obey all laws concerning health and safety with respect to hazardous substances, and will indemnify LICENSOR for any and all costs and expenses arising out of hazardous substances.

H. It is mutually agreed that if LICENSEE violates any provision of this Multi-Use License and does not correct the 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**

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

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

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

**SECTION NINE  
INDEMNIFICATION AND INSURANCE**

A. LICENSEE hereby agrees to fully exonerate, indemnify, defend and hold harmless the State of Nevada, any of its departments, divisions, agencies, officers or employees from and against all claims or actions, and all expenses incidental to the defense of any such claims or actions, based upon or arising out of damage or injury (including death) to persons or property due to any error, negligence, omission or act of the LICENSEE or any person employed by LICENSEE, or any others for whose acts the LICENSEE is legally liable. The sums shall include, in the event of any action, the amount of the judgment, court costs, expenses of litigation, expert witness fees and reasonable attorney's fee.

B. This Multi-Use License is made upon the express condition that the State of Nevada, its officers, agents, and employees are to be free from all liability and claim for damage by reason of injury to any person or persons, including LICENSEE, or damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause whatsoever, while in, upon or in any way connected with the said Multi-Use Licensed premises or any occupancy hereunder during the term of this Multi-Use License or any extension hereof.



C. The LICENSEE shall furnish a Certificate, Declarations Page and an Endorsement designating the LICENSOR as an additional insured evidencing Commercial General Liability Insurance, with a minimum limit of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence. Such insurance shall be maintained for the entire period of the Agreement. This policy shall include 30-days advance written notice of any cancellation of said policy. It is further understood and agreed upon by the parties that the LICENSEE shall procure, pay for and maintain the above-mentioned insurance coverage at his own sole cost and expense.

D. The LICENSEE'S Commercial General Liability and any umbrella or excess liability policies shall be endorsed to add the State of Nevada, its officers, agents, employees and volunteers as additional insureds. The LICENSEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurer's liability. Said additional insured to be designated as follows: Nevada State Department of Transportation, 1263 South Stewart Street, Carson City, Nevada 89712, Attn: Right-of-Way Division.

E. As evidence of compliance with the insurance required herein, the LICENSEE shall furnish the LICENSOR with Certificate(s) of Insurance, and original endorsements required by this contract signed by an authorized representative of the insurer(s) providing the coverage(s). Each insurance policy shall be endorsed to provide that coverage shall not be canceled, suspended, voided, non-renewed, or restricted in coverage or limits by the LICENSEE or the insurer except after 30 days prior written notice by certified mail, return receipt requested, has been given to the LICENSOR.

F. The right to indemnification provided by this subsection shall be in addition to, and not in lieu of, any other remedy otherwise available to the State. This indemnification obligation shall not be diminished or limited in any way to the total limits of insurance required in this contract or otherwise available to the LICENSEE.

G. LICENSEE, upon signing this license, will provide the LICENSOR with a copy of the insurance binder, and within not more than fifteen (15) days after the effective date of policy shall furnish to LICENSOR a certificate of insurance and endorsement relative to the policy.

H. If the LICENSEE does not keep insurance described in this Section 9 above in full force and effect, LICENSOR may, in accordance with Section 4 of this license, void and terminate the within tenancy.

#### SECTION TEN FAIR EMPLOYMENT PRACTICES

During the term of this license, the LICENSOR, for itself, its personal representatives, successors in interest and assigns, shall comply with the regulations relative to nondiscrimination and Title VI of the Civil Rights Act of 1964, as contained in Title 23 Code of Federal Regulations, Part 200, and Title 49 Code of Federal Regulations, Part 21, which are herein incorporated by reference and made a part of this license.



**SECTION ELEVEN  
NUISANCE**

LICENSEE shall not perform or permit any of its agents, 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 TWELVE  
GENERAL COVENANTS**

A. 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.

B. The laws of the State of Nevada shall be applied in interpreting and construing this license, and the parties consent to the jurisdiction of the Nevada courts for enforcement of this agreement.

C. 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.

D. 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.

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

F. 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.

G. If any action is needed to enforce the provisions of this contract, LICENSEE shall pay all expenses of the LICENSOR incurred thereby, including but not limited to, attorney's fees and interest.

H. This Multi-Use License shall be recorded.

I. LICENSEE will complete the State of Nevada Controller's Office Vendor Registration Form required by the Department of Transportation.



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J. This license constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this license specifically displays a mutual intent to amend a particular part of this license, general conflicts in language between any such attachment and this license shall be construed consistent with the terms of this license. Unless otherwise expressly authorized by the terms of this license, no modification or amendment to this license shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

LICENSEE:  
The Lincoln County School District

LICENSOR:  
STATE OF NEVADA DEPARTMENT OF  
its DEPARTMENT OF TRANSPORTATION

By: C.M. Rick Hardy, 5/20/08  
C. M. "Rick" Hardy, Superintendent, Date

By: M. Loula, 6/25/08  
Asst. Director Eng. Date

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REVIEWED AND RECOMMENDED BY:

Mary A. Martini, 5/19/08  
Mary A. Martini, District Engineer Date

Jon Bunch, 6-24-08  
Jon Bunch, Chief R/W Agent Date

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APPROVED AS TO LEGALITY AND FORM:

Eddie Diller, 5-19-08  
Deputy Attorney General Date



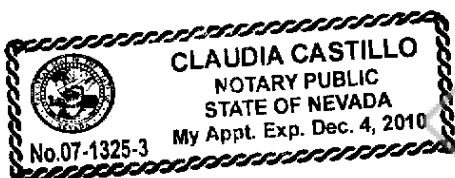


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STATE OF NEVADA  
CARSON CITY

On this 25 day of June, 2008, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, James R. Sombra personally known (or proved) to me to be the Assistant Engineering 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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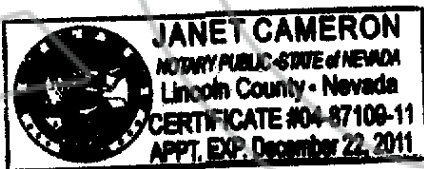


IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

STATE OF NEVADA  
COUNTY OF LINCOLN

On this 20<sup>th</sup> day of May, 2008, personally appeared before me, the undersigned, a Notary Public in and for the County of Lincoln, State of Nevada, C.M. "Rick" Hardy, personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

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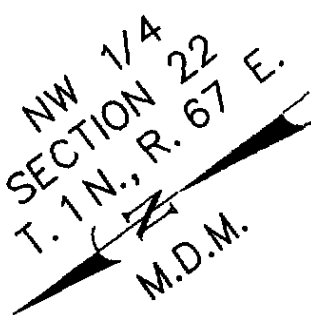
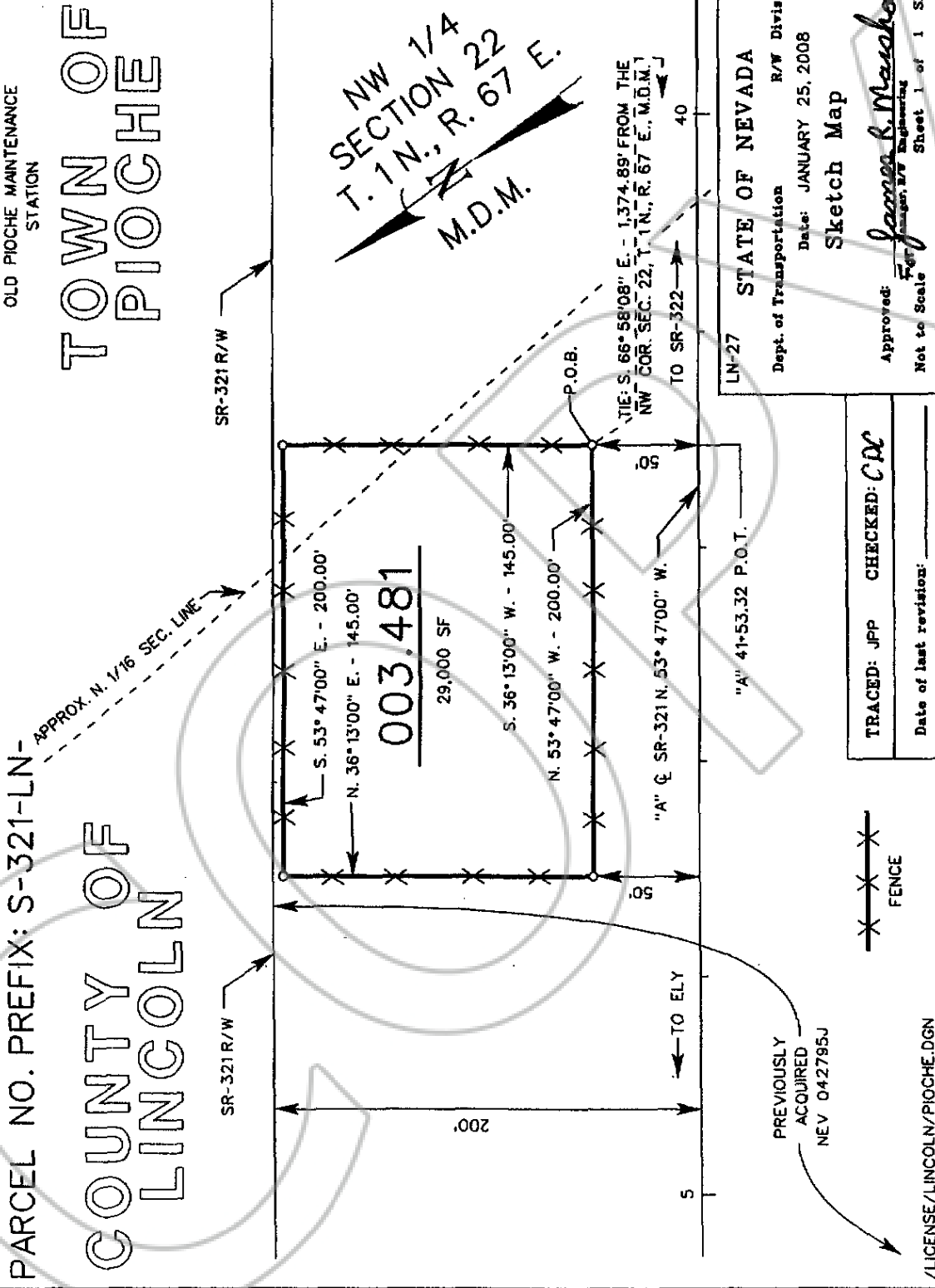
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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Exhibit "A"

OLD PIOCHE MAINTENANCE STATION  
**TOWN OF PIOCHE**

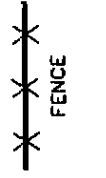
PARCEL NO. PREFIX: S-321-LN-  
**COUNTY OF LINCOLN**



LN-27 STATE OF NEVADA  
Dept. of Transportation R/W Division  
Date: JANUARY 25, 2008  
Sketch Map

Approved: *James S. Marshall*  
Not to Scale Sheet 1 of 1 Sheets

TRACED: JPP CHECKED: CDR  
Date of last revision: \_\_\_\_\_



/LICENSE/LINCOLN/PIOCHE.DGN