

895

Adj. to APN or APN: 008-305-01
Project or Control Section:
E.A. or W.O.:
Parcel: U-050-CC-013.184 LI 1
Agreement No.: R 717-17-030

RECORDED AT THE
REQUEST OF
State of NV - N-DOT
2017 DEC 12 AM 11:22
481233
FILE NO.
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEES 35.00 (DEP)

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

LEGAL DESCRIPTION PREPARED BY:
JEFFREY HENKELMAN
NEVADA DEPT. OF TRANSPORTATION
1263 S. STEWART ST.
CARSON CITY, NV 89712

RIGHT-OF-WAY USE AGREEMENT FOR MULTI-USE LICENSE
Nevada Department of Transportation

This Right-of-Way Use Agreement for Multi-Use License, made this 16 day of October, 2017, between G PEG II, LLC, a Domestic Limited-Liability Company, whose mailing address is 1627 US Highway 395, Minden, NV 89423, hereinafter called "LICENSEE", and the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called "LICENSOR" and hereinafter referred to as this "License".

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 US-50, located in the Consolidated Municipality of Carson City; and

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

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

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 and LICENSEE recognize that for any reason LICENSOR

481233

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 for a term of Ten (10) years beginning November 1, 2017, and ending October 31, 2027, at which time a new license may be entered into in the sole discretion of LICENSOR. Said LICENSEE does hereby grant occupancy and use, subject to all of the terms and conditions hereof, the following described premises: situate, lying and being in Carson City, State of Nevada, and more particularly described as being a parcel or strip of land lying within the right of way of US-50 over and across a portion of the SE 1/4 of the NW 1/4 of Section 10, T. 15 N., R. 20 E., M.D.M, and more fully described as follows:

BEING a parcel or strip of land varying in width, along the right or southerly right of way line of said US-50, the point of beginning being on the westerly parcel line of that certain PARCEL A.P.N. 008-305-01, as shown on that certain RECORD OF SURVEY FOR G PEG II, LLC recorded on June 23, 2017 as File No. 476158 in the Official Records of Carson City, Nevada; said point of beginning being 109.00 feet right of and at right angles to Highway Engineer's Station "Xe" 158+41.83 P.O.T.; thence northeasterly along said southerly right of way line, a distance of 235.00 feet to the easterly parcel line of said PARCEL, the point of ending being 109.00 feet right of and at right angles to Highway Engineer's Station "Xe" 160+76.83 P.O.T.; said parcel contains an area of 16,073 square feet (0.37 acres), more or less. The sidelines of the above-described parcel are to be lengthened or shortened to begin on the back of sidewalk along the easterly side of N. Edmonds Drive and to end on the back of sidewalk along the westerly side of Fairview Drive.

The above-described parcel is shown and delineated as Parcel U-050-CC-013.184 LI1 on EXHIBIT "A", attached hereto and made a part hereof. The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation, hereinafter referred to as the "Licensed Premises".

SECTION TWO LIMITATION TO DESCRIBED PURPOSE

The Licensed Premises may be occupied and used by LICENSEE solely for parking, drainage, landscaping, and for incidental purposes related thereto during the period beginning November 1, 2017, and continuing until this License expires or is terminated as herein provided.

~ 481233

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

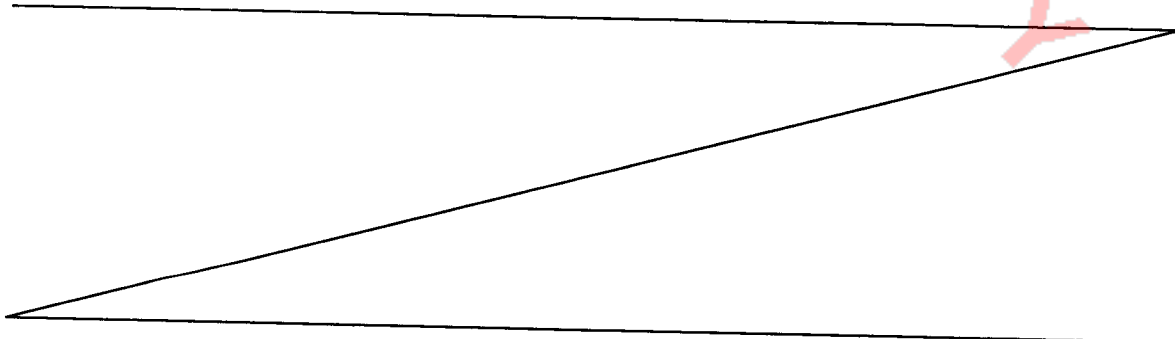
A. Either party may terminate this License at any time, for any reason, by giving written notice to the other party, in accordance with the notice requirements in Section Six herein below, specifying the date of termination. Such notice to be given no less than thirty (30) calendar days prior to the 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 License by giving written notice to the LICENSEE, specifying the date of termination. Such notice to be given not less than thirty (30) calendar days prior to the date therein specified.

B. It is further mutually agreed that upon revocation or termination of this License, LICENSEE shall timely 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 Licensed 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 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

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. 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 a receipt therefor. 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 1627 US Highway 395, Minden, NV 89423.

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 Licensed Premises nor make any use of it except in accordance with the plans and specifications approved by LICENSOR, with the concurrence of the Federal Highway Administration and for the purpose of parking, drainage, and landscaping, and further agrees that landscaping shall not exceed two (2) feet in height within the right-of-way.
- B. LICENSEE shall secure all necessary permits required in connection with operations on the Licensed 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 Licensed Premises, including zoning, if applicable.
- C. LICENSEE shall keep and maintain, at its own expense, the Licensed Premises free of all weeds, noxious plants, debris, and inflammable or explosive materials of every description, and at all times shall keep the Licensed Premises in an orderly, clean, safe, and sanitary condition, and in accordance with LICENSEE's plans therefore.
- D. LICENSEE shall place no advertising signs, signboards, or other advertising material on the Licensed Premises during the term of this License, without prior written approval of LICENSOR, with the concurrence of the Federal Highway Administration.
- E. 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 Licensed Premises.
- F. LICENSEE shall pay all charges for water, gas, electricity, and any other utility supplied to or upon any part of the herein-described Licensed Premises, which is contracted for by the LICENSEE.
- G. The use of the Licensed Premises by LICENSEE occurred 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 Licensed Premises and agree that the Licensed Premises are free of hazardous substances in its present condition.

H. 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.

I. It is mutually agreed that if LICENSEE violates any provision of this License and does not correct the violation within fifteen (15) calendar days after receipt of notice from LICENSOR in accordance with the provisions of Section 6 of this License, such violation shall constitute a voiding and termination of this 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 or the Federal Highway Administration for the purpose of inspecting the Licensed Premises and performing activities related to the maintenance and operation of the aforesaid highway.

B. LICENSEE is specifically advised that this 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 statutes and 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. To the fullest extent permitted by law, the LICENSEE shall fully exonerate, indemnify, defend, and hold harmless the State of Nevada, any of its departments, divisions, agencies, officers, employees or agents as well as the Federal Highway Administration and any of its officers, employees or agents from and against any liabilities, damages, losses, claims, actions or proceedings and all expenses incidental to such, 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. Expenses shall include, without limitation, the amount of the judgment, court costs, expenses of litigation, expert witness fees, and reasonable attorney's fee.

B. This License is made upon the express condition that the State of Nevada, its officers, agents, and employees as well as the Federal Highway Administration, 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 Licensed Premises or any occupancy hereunder during the term of this License or any extension hereof.

481233

C. The LICENSEE shall furnish a Certificate of Insurance, Declaration Pages, and an Endorsement designating the LICENSOR and the Federal Highway Administration as additional insureds under the LICENSEE's 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 LICENSE. This policy shall include thirty (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 its 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, volunteers and the Federal Highway Administration, its officers, agents, and employees as additional insureds; said additional insureds to be designated as follows: State of Nevada Department of Transportation, Attn: Right-of-Way Division, 1263 South Stewart Street, Carson City, Nevada 89712 and Federal Highway Administration, Nevada Division, Attn: Right-of-Way Program Manager, 705 N. Plaza Street, Suite 220, Carson City, Nevada 89701. The LICENSEE's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limit of the insurer's liability and shall be primary and non-contributory with respect to all other available sources. Each insurance policy shall be endorsed to provide that coverage shall not be canceled, suspended, voided, non-renewed or restricted by LICENSEE or the insurer except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, given to the LICENSOR.

E. 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 License or otherwise available to the LICENSEE.

F. Upon signing this License, LICENSEE shall provide the LICENSOR with a copy of the Certificate of Insurance, Declaration Pages, and Endorsement relative to the policy.

G. In the event LICENSEE fails to keep insurance as described above in full force and effect, LICENSOR may, in accordance with Section 4, paragraph (A) of this license, void and terminate the 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.

481233

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 Licensed Premises or to use the Licensed 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

SECTION TWELVE
GENERAL COVENANTS

A. The laws of the State of Nevada shall be applied in interpreting and construing this License, and the parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this License.

B. 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.

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

D. Time is of the essence of each and all of the terms and provisions of this License.

E. 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 Licensed Premises by virtue of this License or its occupancy or use hereunder.

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

G. This License shall be recorded.

H. LICENSEE will complete the State of Nevada Controller's Office Customer Request Form required by the Department of Transportation. NV State Controllers Vendor Registration Form

I. 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:
G PEG II, LLC

By: _____

Michael E. Pegram, Manager

LICENSOR:

STATE OF NEVADA acting by and through
its DEPARTMENT OF TRANSPORTATION

William Hoffman *for* Deputy Director
Director

REVIEWED AND RECOMMENDED BY:

NA

, District Engineer

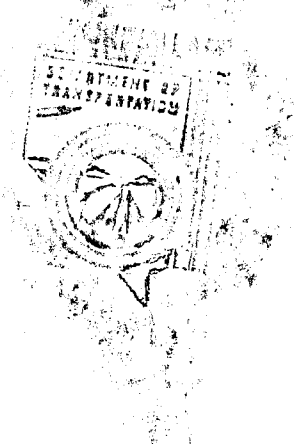
Ruth M. Borrelli, Chief Right-of-Way Agent

APPROVED AS TO LEGALITY AND FORM:

10-12-2017
Deputy Attorney General
Louis F. Holland

S
T
A
T
E

S
E
A
L

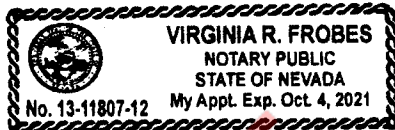


481233

STATE OF NEVADA
CARSON CITY

On this 16th day of October, 2017 personally appeared before me, this undersigned, a Notary Public in and for Carson City, State of Nevada, William Hoffman known to me to be the Deputy Director of the Department of Transportation of Nevada who executed the foregoing 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.

S
E
A
L



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 _____
COUNTY OF _____

On this 26 day of September, 2017, personally appeared before me, the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, Michael Pegram 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.

S
E
A
L



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

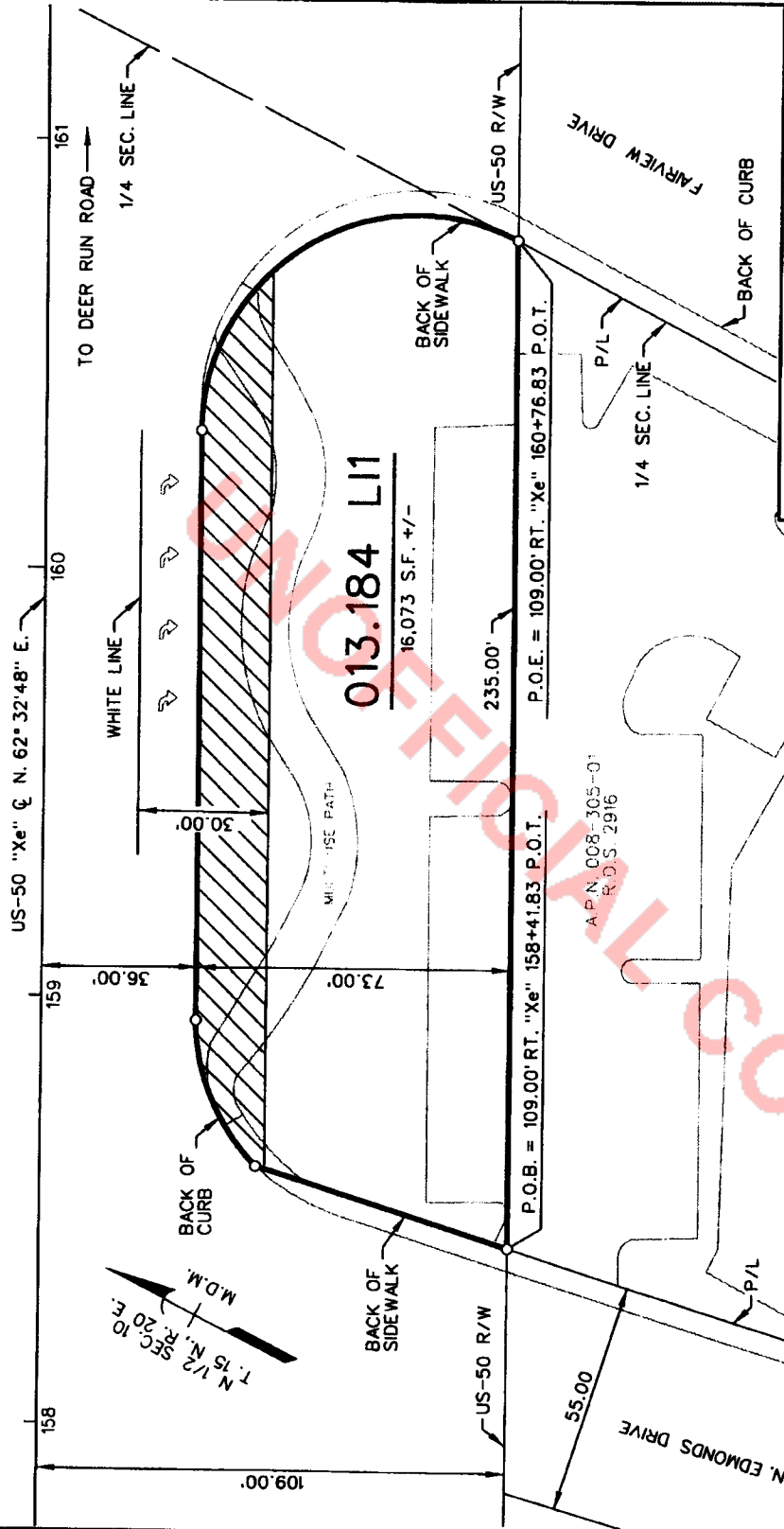
[Signature]

A17-97

~
~ 481233

PARCEL NO. PREFIX: U-050-CC-

→ TO AIRPORT ROAD



CLEAR ZONE / AREA
☒ AREA TO BE LICENSED

CARSON CITY

EXHIBIT "A"

MAP ID NO.: 56319
Lease_license\carson City\GPEG II\GPEG II.dgn

TRACED JKG
CHECKED JPK
DATE OF LAST REVISION:

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

DATE: SEPTEMBER 5, 2017

SKETCH MAP

APPROVED: *[Signature]*
MANAGER I.R.W. SURVEY SERVICES

SCALE 1" = 40'

CC-03

SHEET 1 OF 1

481233