

## LICENSE AND INDEMNIFICATION AGREEMENT

This License and Indemnification Agreement (“Agreement”) is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the VIRGIN VALLEY WATER DISTRICT, a political subdivision of the State of Nevada (“VVWD”), and Theron Jensen, as trustee of the ELISA BIASI 1983 TRUST (“Trust”). VVWD and the Trust shall be referred to herein collectively as the “Parties.”

### RECITALS

WHEREAS, the Trust owns certain real property located in Clark County, Nevada and more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “Trust Property”).

WHEREAS, two groundwater wells are located on the Trust Property which have been monitored by VVWD for several years (the “Wells”).

WHEREAS, VVWD desires to continue monthly monitoring of the Wells as part of the District’s Hydrological Monitoring and Mitigation Plan.

WHEREAS, the Parties desire to enter into an agreement whereby the Trust grants VVWD a license for access to the Wells for monitoring purposes and VVWD agrees to pay for any damages to the real or personal property of Trust that may result from the monitoring of the Wells and to indemnify, defend and hold the Trust harmless from any claims, losses, damages or expenses that may result from VVWD’s access to or across the Trust Property for the monitoring of said Wells.

NOW, THEREFORE, in consideration of the mutual agreement herein contained, the Parties covenant and agree for themselves and heirs, successors, and assigns as follows:

1. Recitals. The Parties agree that the foregoing recitals are true and correct and are incorporated by this reference as if fully set forth herein.
2. Access to the Trust Property. The Trust hereby grants VVWD, its contractors, agents and representatives, a revocable license (the “License”) for the non-exclusive right to access the Trust Property for purposes of monitoring the Wells located on the Trust Property.
3. Term of Use; Termination. The License shall be revocable and shall be for an indefinite period commencing as of the date hereof and terminating as set forth herein. The Trust may terminate the License, in its discretion, by: (i) plugging and abandoning the Wells; or (ii) delivering to VVWD at least thirty (30) days prior written notice of its intent to terminate the License (the “Termination Notice”). The Trust may, at any time, plug and abandon the Wells at its sole discretion. If the Trust plugs and abandon the Wells, the License shall terminate as of the date the Wells are plugged and abandoned. If the License is terminated by delivery of a Termination Notice, the License shall terminate on the date set forth in the Termination Notice, provided that the Trust must give VVWD at least thirty (30) days prior written notice of the

termination of the License. Upon termination of the License, VVWD's right to enter the Trust Property for the purposes described in Section 2 shall automatically terminate.

4. Notification. The Parties agree that VVWD will not be required to give the Trust prior notice of any entry onto the Trust Property, so long as such entry and access is for the purposes set forth in Section 2 above.

5. Damages to Trust Property. In consideration of the License granted hereunder, VVWD hereby agrees that it shall be solely and fully responsible for any and all damages to the real or personal property of the Trust which is caused by VVWD, its contractors, agents or representatives.

6. Indemnification. VVWD agrees to unconditionally and absolutely indemnify, defend and hold the Trust harmless from and against any and all liabilities, claims, losses, deficiencies, judgments, damages, costs and expenses of every kind and nature (including, without limitation, reasonable attorney's fees) arising out of or in connection with the monitoring of the Wells located on Trust Property by VVWD, its contractors, agents or representatives.

7. Assignment. The License and the rights of VVWD hereunder may not be assigned or transferred by the VVWD without the express written consent of the Trust, which consent will not be unreasonably withheld. Any attempt to assign, transfer or convey the License or any rights of VVWD hereunder without the Trust's consent shall be null and void.

8. Governing Law, Jurisdiction, and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Any action brought to enforce any provision of this Agreement shall be brought in a state or federal court in Clark County, Nevada. The Parties expressly consents to the personal jurisdiction of the state and federal courts of Nevada and waive any objection they may now or hereafter have to the laying of venue of any such action brought in such courts arising from or related to this Agreement.

9. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and the remainder of this Agreement shall remain in full force and effect.

10. Integration. This Agreement constitutes the entire and exclusive agreement between the Parties related to the subject matter hereof and supersedes and cancels any and all prior negotiations, representations, warranties, understandings or agreements between the Parties. There are no verbal agreements, which modify or affect this Agreement. This Agreement cannot be changed, amended or modified except by mutual written agreement of the Parties.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one instrument.

12. Titles and Headings. Titles and headings to sections of this Agreement are for the purpose of reference only and shall in no way limit, define, or otherwise affect the provisions of this Agreement.

13. Attorneys' Fees. In the event of any litigation arising under or in connection with this Agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney fees at trial and on appeal as adjudged by the trial and appellate court.

IN WITNESS WHEREOF, the Parties have signed, sealed and delivered this Agreement effective as of the above determined date.

**TRUST:**

THE ELISA BIASI 1983 TRUST

By: \_\_\_\_\_  
Theron Jensen, Trustee

**VVWD:**

VIRGIN VALLEY WATER DISTRICT  
a political subdivision of the State of Nevada

By: \_\_\_\_\_  
Karl Gustaveson, President

\_\_\_\_\_  
Ken Rock, District General Manager

**EXHIBIT "A"**  
Legal Description of Trust Property