

NF  
DAS  
10-22-01

APPROVED 9/6/2001 #46  
DOUGLAS COUNTY COMMISSIONERS MEETING

FILED  
2001.279

AGREEMENT

'01 OCT 22 AM 11:35

THIS AGREEMENT is entered between Herman H. and Annaliese Herbig, trustees of the Herbig Family 1991 Trust, and Herbig Properties Limited, a limited partnership organized under the laws of the State of Nevada (Owners) and Douglas County, a political subdivision of the State of Nevada (County). BY *[Signature]*

The agreement concerns certain real property and improvements situated Southeast of Waterloo Lane and Southwest of U.S. Highway 395, in Douglas County, Nevada, (APN 1220-04-601-015. Reference is made to the Conceptual Site Plan, dated July 7, 2001, a true copy of which is attached and incorporated by reference. Owners have previously donated property to the County for park improvements, a portion of APN 1220-04-601-016, which has been improved with a skate park for the youth of Douglas County.

In consideration of the mutual promises contained herein, the parties agree as follows:

1. The property will be further divided as shown on the conceptual site plan. Owners will retain ownership of Proposed Parcel 4, consisting of 7.42 acres, immediately adjacent to U.S. Highway 395. The disposition of Proposed Parcel 2 and Proposed Parcel 3, totaling 10.68 acres shall be as set forth herein.

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2. Owners agree to donate Proposed Parcel 1, consisting of 9.95 acres, to Douglas County for park purposes at this time.

3. The County agrees to relocate the Cottonwood Slough to Proposed Parcel 1, as shown on the conceptual site plan. The County agrees to relocate the Slough at its expense during the twelve months following transfer of the property to the County and authorization from the Army Corps of Engineers. Owners will reserve a slope easement on Proposed Parcel 1 along the boundary with Proposed Parcel 4. The slope easement will allow Owners to put fill on Proposed Parcel 1 in an area not to exceed 12 feet in width; however, the width of the easement will narrow as the relocated Slough heads North and West toward existing Waterloo Lane. The actual dimensions of the slope easement will be agreed by the parties, inserted in the conceptual site plan and contained on the parcel map to be executed pursuant to this agreement.

4. The County will pay the engineering fees and other costs incurred in dividing the property as shown on conceptual site plan. The County will pay the design, engineering, construction and other expenses incurred in relocation of the Cottonwood Slough. The County will also reimburse Owner for accounting and legal fees incurred in this transaction, not to exceed \$3,000, and for the costs of appraising the property in connection with the donation.

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5. In the parcel map for the division of the property, as shown on the conceptual site plan, Owners agree to offer the Future Road Right-of-Way on Proposed Parcels 2 and 3 for dedication to Douglas County. The dedication will be complete upon the County's written acceptance thereof and written notice to Owners. Owners will have no liability for the costs of appraisal, survey, design or construction of road improvements within the future road right-of-way on Proposed Parcels 1, 2 and 3.

6. Owners further agree to convey proposed Parcels 2 and 3 to Douglas County by donation. The transfer of Proposed Parcel 2 will take place during the year 2004 or sooner. The transfer of Proposed Parcel 3 will take place during the year 2005 or sooner. The donations made hereunder will be free of any liens or encumbrances.

7. Owners' conveyance of Proposed Parcels 1, 2 and 3 pursuant to this agreement will be strictly limited for park and recreation purposes. Owners or their successors will be entitled to reconveyance of the property, in the manner provided by law, in the event of termination of its use for such purposes and relinquishment by the County.

8. The County recognizes Owners' contribution to the community and its youth, and the existing skate park, as well as the park developed on Parcels 1, 2 and 3, shall be now, hereafter and perpetually known as "Herbig Park". The County will arrange

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for formal dedication of the park and recognition of the Herbigs in the near future.


9. All of the transfers of real property pursuant to this agreement will include appurtenant surface water rights.

10. Owners are signing this agreement on behalf of themselves, Herbig Properties, Limited, and the Herbig Family 1991 Trust.

11. This agreement shall be binding on, and inure to the benefit of the parties, their heirs, successors and assigns. In addition to any other remedies, the parties are entitled to specific performance of the commitments made herein.

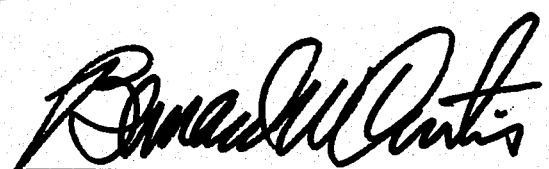
Date: 10/8/01

  
HERMAN H. HERBIG

  
ANNALIESE HERBIG

Date: 10/8/01

DOUGLAS COUNTY, NEVADA

  
BERNARD CURTIS, CHAIRMAN  
DOUGLAS COUNTY BOARD OF  
COMMISSIONERS

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ATTEST:  
BARBARA REED,  
Douglas County Clerk

*Barbara Reed*

*By: Scott Doyle, Deputy*

APPROVED AS TO FORM:  
SCOTT DOYLE, Douglas County  
District Attorney

*[Signature]*

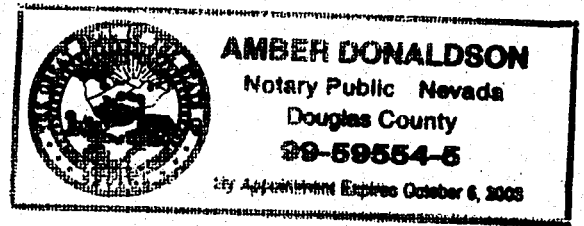
By: *Deputy DA.*

ACKNOWLEDGEMENT

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF DOUGLAS        )

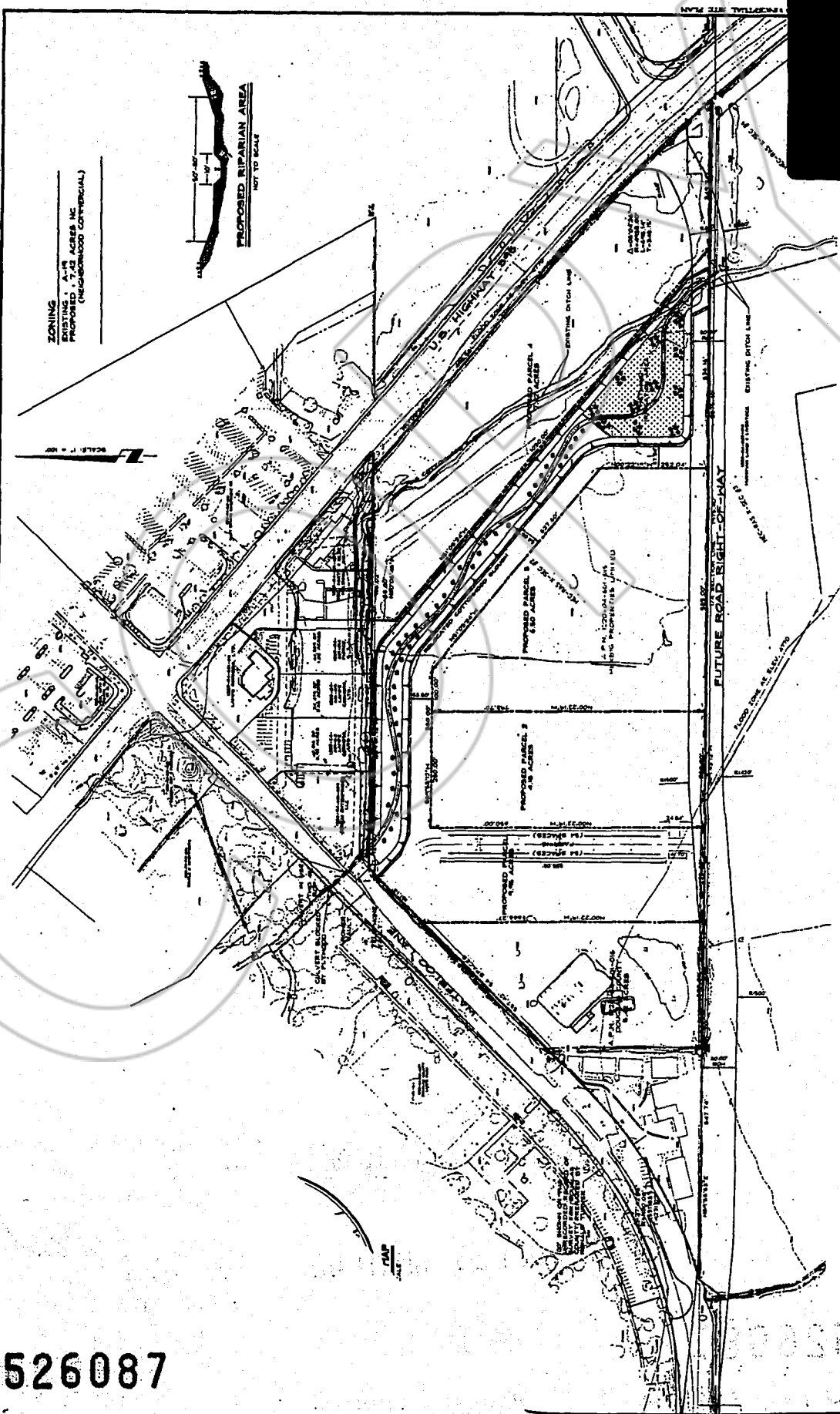
This instrument was acknowledged before me on the 8<sup>th</sup>  
day of OCTOBER, 2001 by Herman H. Herbig and Annaliese  
Herbig, on behalf of themselves, Herbig Properties Limited, and  
the Herbig Family 1991 Trust.

*Amber Donaldson*  
\_\_\_\_\_  
Notary Public



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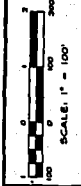
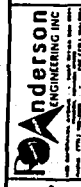
ZONING  
 7.43 ACRES INC  
 PROPOSED (NEIGHBORHOOD COMMERCIAL)



SCALE: 1" = 100'

CONCEPTUAL  
 SITE PLAN

COTTONWOOD SLOUGH RELOCATION  
 DOUGLAS COUNTY, NEVADA



NO.	DATE	REVISION	BY

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BK 1.00 | PG 7867

COPY

REQUESTED BY  
**DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2001 OCT 23 AM 11:48

LINDA SLATER  
RECORDER

\$ 0 PAID K2 DEPUTY

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: October 22, 2001  
B. REED Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By Carol Mullock Deputy

**SEAL**

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