

DOC # 0713428  
11/20/2007 11:48 AM Deputy: GB  
OFFICIAL RECORD  
Requested By:  
DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: APN 1419-26-001-019

Date: NOVEMBER 19, 2007

Recording Requested By:

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 11 Fee: 0.00  
BK-1107 PG- 5241 RPTT: 0.00



Name: LYNDA TEGLIA, COMMUNITY DEVELOPMENT

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

EASEMENT #2007.249

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)  
*This cover page must be typed or legibly hand printed.*

FILED

2007.249

2007 NOV 19 AM 11:29

Recording Requested by and When Recorded Return To:  
Douglas County  
Attention: Dan Holler, Manager  
P.O. Box 218  
Minden, NV 89423

CLIFFIN  
*[Signature]*

**GRANT OF PUBLIC UTILITY EASEMENT**

This Grant of Public Utility Easement, is made this 26<sup>th</sup> day of June 2007, by and between the MDA ENTERPRISES, INC, a Nevada Corporation, hereinafter referred to as "MDA" and DOUGLAS COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "DOUGLAS COUNTY".

**RECITALS**

WHEREAS, MDA is the Owner of certain real properties located in Douglas County, Nevada that is locally referred to as "Parcel 13" within the Genoa Lakes Resort Development and which was assigned Assessor's Parcel No. 1419-26-001-019, hereinafter referred to as the "Parcel 13"; and

WHEREAS, a portion of Parcel 13 is burdened by an existing 50'x50' Well and Waterline Easement (#OS11), which easement is of record per Book 0204, Page 978 in the Official Records of Douglas County, Nevada; and

WHEREAS, DOUGLAS COUNTY is the Owner and Operator of the community water system that provides water service to this area of Douglas County, Nevada, and has agreed to acquire an expanded public utility easement for improved access, well head protection, well development and construction of necessary and related facilities pursuant to a Municipal Well Easement Purchase Agreement approved by Douglas County Commission in October 2006.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt of which is hereby acknowledged, subject to the mutual covenants, terms, conditions and restrictions contained herein, MDA and DOUGLAS COUNTY covenant and agree as follows.

1. Grant of Easement: MDA does hereby voluntarily grant and convey to DOUGLAS COUNTY and its successors, assigns and their invitees, an easement for public utility purposes for the benefit of DOUGLAS COUNTY over and across a portion of APN 1419-26-001-019 as more specifically shown on Exhibit A, attached hereto and made a part hereof.

2. Improvements within Easement Area: DOUGLAS COUNTY shall be solely responsible for designing, permitting and constructing any improvements that it wishes to construct within the public utility easement granted by this document. Notwithstanding the foregoing, DOUGLAS COUNTY shall have no obligation to construct any such improvements, but may do so in its sole and absolute discretion, subject to the terms of this Grant of Easement.

3. Use and Maintenance of Easement Areas: DOUGLAS COUNTY shall be responsible for maintaining and keeping those improvements it constructs within the easement areas in good and operable condition. To the extent reasonably possible, upon completion of any construction or maintenance activities related to the use of the easement, DOUGLAS COUNTY shall return the easement areas and adjoining lands to their pre-activity or like condition. During the course of construction, use and maintenance of improvements within the easement areas, DOUGLAS COUNTY shall keep the easements and adjoining areas free of debris and utilize good construction, operation and maintenance practices.

4. Hold Harmless: DOUGLAS COUNTY shall hold harmless, indemnify and defend MDA and its members, directors, officers, employees, agents and the heirs, personal representatives, successors and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees arising from or in any way connected



with the injury to or the death of any person, or physical damage to any property, to the extent caused by DOUGLAS COUNTY'S exercising of its rights under this Grant of Easement.

5. Insurance: DOUGLAS COUNTY, its contractors and any subcontractors employed by or on behalf of DOUGLAS COUNTY shall maintain both general liability and worker's compensation insurance coverage for any and all construction activities to be conducted within or upon the easement areas.

6. Controlling Law: Interpretation and performance of this Grant of Easement shall be governed by the laws of the State of Nevada.

7. Severability: If any provision of this Grant of Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Grant of Easement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

8. Reformation: Should this Grant of Easement be deemed void and/or unenforceable by a Court of competent jurisdiction, the parties hereto agree to the reformation of this Grant of Easement to be made legally enforceable in order to abide by the stated intentions and objectives of the parties as expressed herein.

9. Entire Agreement: This instrument sets forth the entire agreement of the parties with respect to this Grant of Easement, and supersedes all prior discussions, negotiations, or understandings.

10. Successors and Assigns: The covenants, terms, conditions and restrictions of this Grant of Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running with the lands described herein.



11. Authority of Signators: By signing this Grant of Easement, all individuals hereby warrant that they are authorized to bind the party they sign on behalf of to the terms of this easement grant.

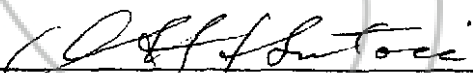
12. Subsequent Documents: Both parties hereto agree to expeditiously execute and/or deliver all further documents reasonably necessary to affect the terms of this Grant of Easement.

13. Attorneys Fees and Costs: Should litigation arise between the parties with regard to the enforcement and/or enforceability of any provision of this Grant of Easement, the prevailing party in such an action shall be entitled to an award of attorney fees and costs from the non-prevailing party.

14. Captions: The captions of this Grant of Easement have been inserted solely for convenience of reference, are not a part of this instrument and shall have no effect upon its construction or interpretation.

IN WITNESS WHEREOF, the parties have freely executed this Grant of Easement on the day and year shown above.

MDA Enterprises, Inc, a Nevada Corporation



By: Mario Antoci  
Its: President

STATE OF Nevada )  
  )ss  
COUNTY OF Douglas )

On this 26<sup>th</sup> day of June, 2007, before me, the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, duly commissioned and sworn, personally appeared, Mario Antoci, known to me to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein.

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

Linda M. Biaggi  
Notary Public



DOUGLAS COUNTY, a Political Subdivision of the State of Nevada

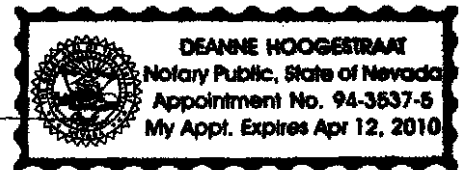
By: Doug N Johnson  
Its:

STATE OF NEVADA )  
COUNTY OF DOUGLAS )ss

On this 13<sup>th</sup> day of November, 2007, before me, the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, duly commissioned and sworn, personally appeared, Doug N. Johnson, known to me to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein.

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

DeAnne Hoogestraat  
Notary Public



**DESCRIPTION  
PUBLIC UTILITY EASEMENT  
(Over Parcel 13, A.P.N. 1419-26-001-019)**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A strip of land for public utility easment purposes located within a portion of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the southwest corner of Adjusted Parcel 13 as shown on the Record of Survey to Support a Boundary Line Adjustment for Genoa Land Investors, LLC, MDA Enterprises, Inc. and Four Creeks Visalia, L.P. recorded June 12, 2007 in the office of Recorder, Douglas County, Nevada as Document No. 702844, a point on the easterly right-of-way of Jacks Valley Road;

thence along the southerly boundary of said Adjusted Parcel 13, the following three courses:

South 45°59'09" East, 257.68 feet;  
South 43°54'17" East, 170.09 feet;  
South 58°47'44" East, 189.46 feet to the POINT OF BEGINNING;

thence North 30°08'07" East, 88.74 feet;  
thence along the southerly line of an existing 50-foot by 50-foot Well and Waterline Easement as recorded in said office of Recorder, February 3, 2004 in Book 0204, at Page 978, as Document No. 603681, North 59°51'53" West, 20.69 feet;  
thence along the westerly line of said Well and Waterline Easement, North 30°08'07" East, 50.00 feet;  
thence along the northerly line of said Well and Waterline Easement and the prod thereof, South 59°51'53" East, 125.00;  
thence South 31°12'16" West, 140.66 feet to a point on said southerly boundary of Adjusted Parcel 13;  
thence along said southerly boundary, North 58°47'44" West, 101.70 feet to the POINT OF BEGINNING, containing 15,423 square feet, more or less.

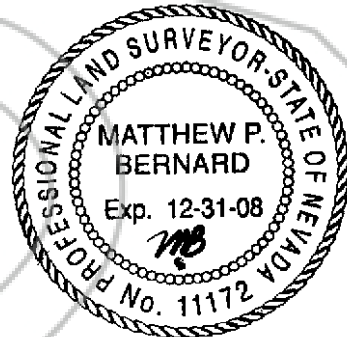
The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE¼) of Section 26, T.14N., R.19E., M.D.M. per Record of Survey to Support a Boundary Line Adjustment for Genoa Land Investors, LLC, MDA Enterprises, Inc. and Four Creeks Visalia, L.P. recorded June 12, 2007 in the office of Recorder,



Douglas County, Nevada as Document No. 702844.

Note: Refer this description to your title company before incorporating into any legal document.

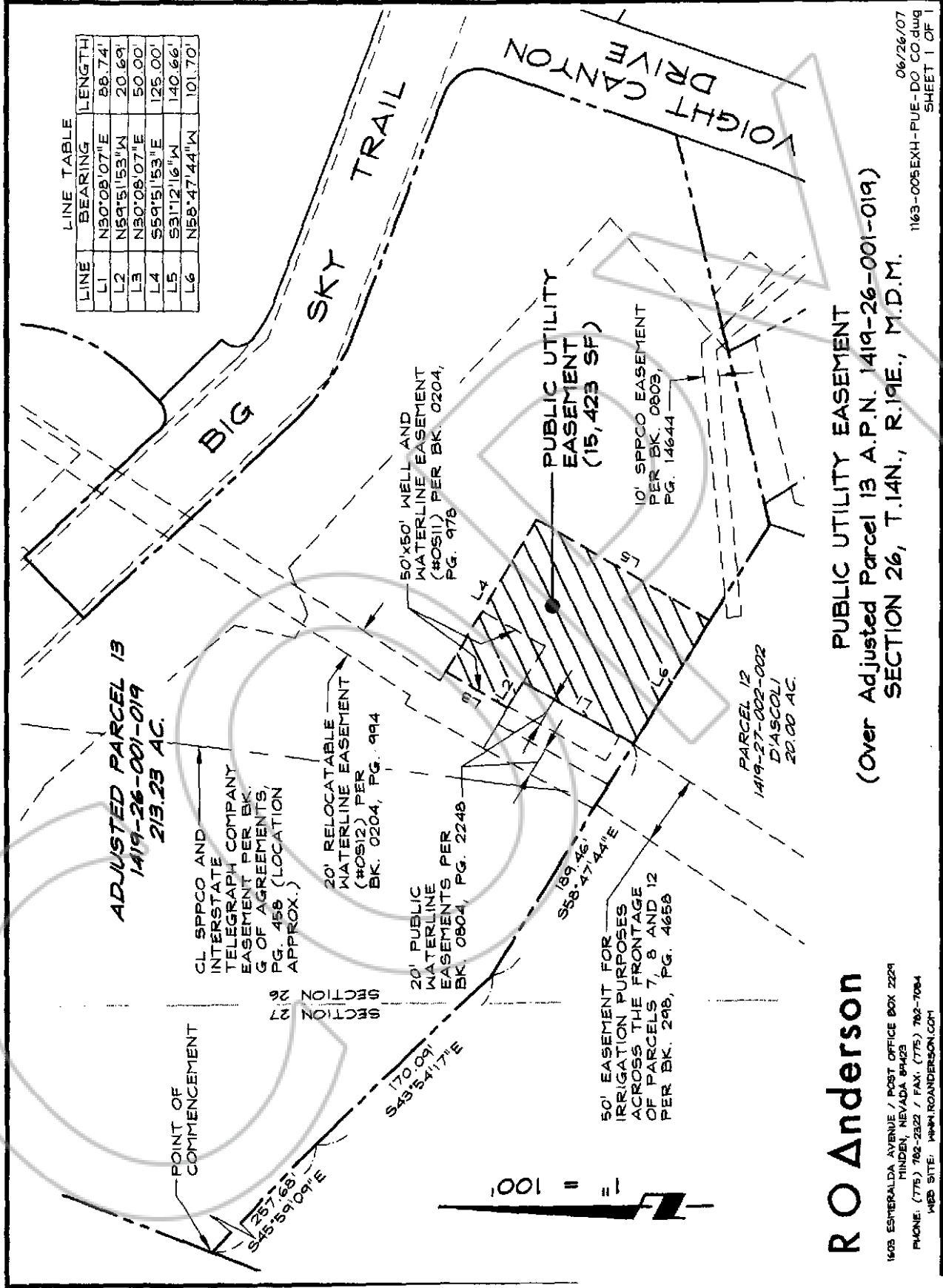
Prepared By: R.O. ANDERSON ENGINEERING, INC.  
P.O. Box 2229  
Minden, Nevada 89423



6-27-07



LINE	BEARING	LENGTH
L1	N30°08'07"E	88.74'
L2	N59°51'53"W	20.69'
L3	N30°08'07"E	50.00'
L4	S59°51'53"E	125.00'
L5	S31°12'16"W	140.66'
L6	N58°47'44"W	101.70'



**ADJUSTED PARCEL 13**  
1419-26-001-019  
213.23 AC.

CL SPPCO AND INTERSTATE TELEGRAPH COMPANY EASEMENT PER BK. G OF AGREEMENTS, PG. 458 (LOCATION APPROX.)

20' RELOCATABLE WATERLINE EASEMENT (#0512) PER BK. 0204, PG. 994

20' PUBLIC WATERLINE EASEMENTS PER BK. 0804, PG. 2248

50'x50' WELL AND WATERLINE EASEMENT (#0511) PER BK. 0204, PG. 978

**PUBLIC UTILITY EASEMENT (15,423 SF)**

10' SPPCO EASEMENT PER BK. 0803, PG. 14644

PARCEL 12  
1419-27-002-002  
D'ASCOLI  
20.00 AC.

50' EASEMENT FOR IRRIGATION PURPOSES ACROSS THE FRONTAGE OF PARCELS 7, 8 AND 12 PER BK. 298, PG. 4658

**PUBLIC UTILITY EASEMENT**  
(Over Adjusted Parcel 13 A.P.N. 1419-26-001-019)  
SECTION 26, T.14N., R.19E., M.D.M.

**R O Anderson**

1608 ESTERLADA AVENUE / POST OFFICE BOX 2229  
MINDEN, NEVADA 89423  
PHONE: (775) 762-2322 / FAX: (775) 762-7084  
WEB SITE: WWW.ROANDERSON.COM

06/26/07  
1163-005EXH-PUE-DO\_CO.dwg  
SHEET 1 OF 1



**Above  
the  
Crowd!**

DH  
BOC  
LG  
clerk

October 4, 2006

To: Dan Holler  
County Manager

From: Brad Spires

Re: MDA/GDA Municipal Well Purchase  
Broker's Price Opinion (BPO)

Good Morning Dan:

I have been requested by R.O. Anderson Engineering to provide a BPO for the following:

1. Purchase of a portion of Assessors Parcel Number 1419-26-001-015 consisting of approximately .3 acres as shown in Exhibit "A" - Attached.
2. Usage of a recorded Access, Well, and Waterline Easement from Big Sky Trail to the above referenced parcel.
3. Purchase of certain personal property in the form of an existing municipal well and associated appurtenances.

The unique nature of this transaction caused me to use three different methodologies for determining the associated values. Purchase number (1.) reflects a research of recent sales and active and pending listings of like kind property through the Northern Nevada Regional MLS. While it is difficult to determine a true "like kind" property in this instance, I believe the probable selling price with normal marketing efforts and both Buyer and Seller operating in a timely fashion with neither party under duress is \$125,000.

Purchase number (2.) reflects a methodology of "value in use". To effectively utilize the subject parcel, the buyer must have access. Since the easement required currently exists, no land use will need to be changed. As such, I would value the use of this easement to be \$25,000 for perpetuity.

Purchase number (3.) value has been provided by R. O. Anderson as \$250,000.

My BPO reflects a total purchase at \$400,000.

RECEIVED

**RE/MAX** Realty Affiliates  
1320 Hwy. 395 N.

COPY

**SEAL**

**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: November 19 2007

Carol M. Culloch Clerk of the Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Carol M. Culloch Deputy