

DOC # 0717914  
02/12/2008 10:30 AM Deputy: GB

OFFICIAL RECORD

Requested By:

DC/DISTRICT ATTORNEY

Assessor's Parcel Number: 1420-06-701-007

Date: FEBRUARY 11, 2008

Recording Requested By:

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 11 Fee: 0.00

BK-0208 PG- 2544 RPTT: 0.00



Name: DISTRICT ATTORNEY'S OFFICE

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

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

Real Property Transfer Tax: \$ N/A

AGREEMENT #2008.026

(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

NO. 2008.0226

APN: 1420-06-701-007

2008 FEB 11 PM 12:10

**WHEN RECORDED, MAIL TO:**

Douglas County, Nevada  
Office of the District Attorney  
P.O. Box 218  
Minden, Nevada 89423

BARBARA J. GRIFFIN  
CLERK  
BY *[Signature]*

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

**AGREEMENT FOR TEMPORARY SLOPE EASEMENT**

This Agreement for Temporary Slope Easement (the "Agreement") is made and entered into as of the 7<sup>TH</sup> day of February, 2008 (the "Effective Date"), by and between Riverwood Partners, LLC, a Nevada limited liability company ("Grantor"), and The County of Douglas, a political subdivision of the State of Nevada ("Grantee"). Grantor and Grantee are sometimes individually referred to as a "Party" and may be collectively referred to as the "Parties."

**RECITALS**

A. Grantor is the owner of that certain real property located in Douglas County, Nevada that is more particularly described as "Parcel 5" and "Parcel 5B" shown on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Servient Property").

B. Grantee is a political subdivision of the State of Nevada and is responsible for maintaining certain slopes associated with roadway construction until such time as adjoining properties are properly graded.

C. Grantor desires to grant, and Grantee desires to acquire, a temporary, non-exclusive slope easement for the benefit of roadway construction, over the property more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Easement Area"), which real property is depicted as the area inside of the bold line shown on **Exhibit "B"** hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

## AGREEMENT

**I. Recitals.** The foregoing Recitals are true and correct and are incorporated herein.

**II. Grant of Easements.**

A. Grant of Easement. Grantor hereby grants to Grantee a temporary, non-exclusive easement over the Easement Area for the following purposes: (1) the construction, maintenance, and repair (including necessary replacements) of such slopes as Grantee may wish to construct or maintain for the benefit of roadway construction (collectively, the "Slope"), and (2) such ingress and egress over the Servient Property as may be necessary to enjoy the aforementioned rights.

B. Termination of Easement. This Agreement and the rights and obligations created hereunder shall expire upon final grading of the adjoining property in accordance with grading plans for such adjoining property approved by Grantee. For purposes of this Agreement, the "adjoining property" means that portion of the Servient Property which directly adjoins the Easement Area, and it shall not be construed to mean the entirety of the Servient Property.

**III. Maintenance.** Grantee shall at all times be responsible for the maintenance and repair of the Easement Area, including the Slope constructed within the Easement Area, and shall solely bear all costs related to such repair and maintenance. Grantee shall maintain the Easement Area in a good condition, which obligation shall include, without limitation, the following responsibilities: (1) the Slope shall be kept free of litter, debris, weeds, and dead vegetation; and (2) the Slope shall be maintained so as to protect against dust hazards, protect its structural integrity and prevent erosion, protect against the formation of rivulets, and to protect against loss of support to the adjoining property, and in the event of such erosion, rivulets, or loss of support, Grantee shall satisfactorily repair the Slope.

**IV. Indemnity.** Grantee shall defend, protect, indemnify, and hold harmless Grantor against any and all damages, losses, expenses, fines, costs, and liabilities (including without limitation, all interest, penalties, and attorneys' fees) based upon, or arising out of, any claim of personal injury, property damage, or other claim resulting from Grantee's construction upon, or maintenance of, the Easement Area or of any improvement or appurtenance thereon, including, without limitation, the Slope, or otherwise arising out of or relating to Grantee's obligations pursuant to this Agreement, except to the extent

arising from Grantor's own gross negligence or willful misconduct. In the event that Grantor receives notice of any claim implicating Grantee's duty of indemnity, Grantor shall inform Grantee of the claim as soon as is reasonably possible.

**V. Successors and Assigns.** During the term of this Agreement, the provisions of this Agreement shall be binding upon the successors and assigns of Grantor, and the grant of easement contained in this Agreement shall constitute a burden upon the Servient Property, and to all persons hereafter acquiring or owning any interest in the Servient Property, however such interest may be obtained.

**VI. Notices.** All notices and demands of any kind which either Party hereto may be required or desire to serve upon the other Party under the terms of this Agreement shall be in writing and shall be served upon such other Party (a) by personal service upon such other Party, whereupon service shall be deemed complete, (b) by Federal Express or other recognized overnight delivery service, whereupon service shall be deemed complete the next business day, or (c) by mailing a copy thereof by certified or registered mail, with return receipt requested, whereupon service shall be deemed complete on the day actual delivery is made, as shown by the addressee's registry or certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which notices and demands shall be sent are as follows:

To Grantee: Douglas County, Nevada  
Office of the District Attorney  
P.O. Box 218  
Minden, Nevada 89423

To Grantor: Riverwood Partners, LLC  
Attn: Jay Timon  
P.O. Box 18475  
Reno, Nevada 89511

With Copy To: Hale Lane Peek Dennison and Howard  
Attn: Karen D. Dennison, Esq.  
5441 Kietzke Lane, 2<sup>nd</sup> Floor  
Reno, Nevada 89511

The address information above may be changed from time to time by notice served, as hereinabove provided, by either Party upon the other Party.

**VII. General Provisions.**

A. Easement In Gross and Non-Transferable. The easement granted pursuant to this Agreement is granted in gross to the County and is not appurtenant to any

property. Grantee acknowledges that Grantor has entered into this Agreement because the County is a political subdivision of the State of Nevada and not a private party, and Grantee acknowledges and agrees that Grantee's status as a political subdivision of the State of Nevada is material to Grantor. Any assignment or attempted assignment of this Agreement or any of the rights granted herein shall be null and void.

B. Modification and Waiver. No claim of waiver, modification, consent, or acquiescence with respect to any provision of this Agreement shall be effective against either Party except on the basis of a written instrument executed by such Party.

C. No Inducement. The making, execution, and delivery of this Agreement by the Parties hereto has been induced by no representations, statements, warranties, or agreements other than those herein expressed.

D. Construction and Interpretation. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; if any provision of this Agreement shall be adjudicated invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. This agreement shall be construed as if both Parties jointly prepared this agreement and any uncertainty and ambiguity shall not be interpreted against any one Party. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and neuter, and vice versa.

E. Headings. The section headings of this Agreement are inserted solely for convenience of reference and are not intended to govern, limit, or aid in the construction of any term or provision hereof.

F. Attorneys' Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including arbitration, declaratory relief, or other litigation, including appeals or rehearing, the prevailing Party shall be entitled to receive from the other Party reimbursement for all attorneys' fees and costs. Should any judgment or final order be issued, said reimbursement shall be specified therein.

G. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada, without giving effect to the choice of law principles of said State.

H. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the issues contemplated herein.

I. Additional Actions and Documents. The Parties agree to take such additional actions and execute such additional documents as may be necessary or proper to carry out the transactions contemplated by this Agreement.

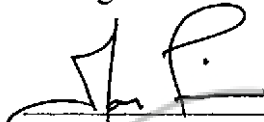
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**GRANTOR:**

RIVERWOOD PARTNERS, LLC,  
a Nevada limited liability company

By: RIVERWOOD DOUGLAS  
MANAGER, LLC, a Nevada  
limited liability company

Its: Manager


  
\_\_\_\_\_  
By: Jay Timon  
Its: Manager

**GRANTEE:**

THE COUNTY OF DOUGLAS,  
a Political Subdivision of the State  
of Nevada

  
\_\_\_\_\_  
By: KELLY D. KITE  
Its: Chairman of the Board of Commissioners

Attest.   
\_\_\_\_\_  
Barbara J. Griffin  
Douglas County Clerk-Treasurer

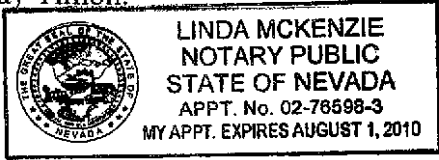
BY:   
CLERK TO THE BOARD

[notary page follows]



STATE OF NEVADA )  
 ) ss.  
COUNTY OF Carson City )

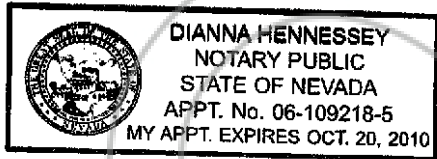
This instrument was acknowledged before me on January 29, 2008,  
by Jay Timon.



Linda McKenzie  
Notary Public  
My Commission Expires: 8-1-2010

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on February 7, 2008,  
by Kelley D. Kite.



Dianna Hennessey  
Notary Public  
My Commission Expires: 10/20/2010



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**TEMPORARY SLOPE EASEMENT**

A parcel of land situate in the Southeast Quarter of the Southeast Quarter of Section 6, Township 14 North, Range 20 East, MDM, being more particularly described as follows;

**Commencing** at the Southeast corner of said Section 6;

**Thence** North 27°48'36" West a distance of 689.96 feet to the **POINT OF BEGINNING**;

**Thence** North 78°26'08" West a distance of 35.75 feet;

**Thence** along the arc of a curve to the right having a radius of 290.00 feet, a central angle of 33°22'59", a distance of 168.97 feet;

**Thence** North 45°03'09" West a distance of 105.86 feet;

**Thence** along the arc of a curve to the left having a radius of 560.00 feet, a central angle of 37°10'14", a distance of 363.30 feet;

**Thence** North 82°13'22" West a distance of 63.83 feet;

**Thence** along the arc of a curve to the right having a radius of 50.00 feet, a central angle of 32°48'04", a distance of 28.62 feet;

**Thence** South 86°38'35" East a distance of 91.19 feet;

**Thence** along the arc of a non-tangent curve to the right having a tangent bearing of South 82°13'23" East, a radius of 575.00 feet, a central angle of 24°51'45", a distance of 249.51 feet;

**Thence** North 32°36'08" East a distance of 30.00 feet;

**Thence** along the arc of a non-tangent curve to the right having a tangent bearing of South 57°23'52" East, a radius of 605.00 feet, a central angle of 12°18'19", a distance of 129.93 feet;

**Thence** South 19°46'52" East a distance of 58.56 feet;

**Thence** South 45°03'09" East a distance of 52.95 feet;

**Thence** North 44°56'51" East a distance of 30.00 feet;

**Thence** along the arc of a non-tangent curve to the left having a tangent bearing of South 45°03'09" East, a radius of 240.00 feet, a central angle of 33°22'59", a distance of 139.83 feet;

**Thence** South 78°26'08" East a distance of 35.75 feet;





**Thence South 11°33'52" West a distance of 50.00 feet to the POINT OF BEGINNING.**

Containing: 22,585 square feet, more or less.

**BASIS OF BEARINGS:** Record of Survey Map recorded October 29, 2007, Official Records of Douglas County as Document Number 712004.

**SURVEYOR'S CERTIFICATE**

I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Stanley W. Ziebarth  
Nevada PLS 8547  
For and on behalf of

 **Manhard**  
CONSULTING  
9850 DOUBLE R BLVD, SUITE 101  
RENO, NEVADA 89521  
(775) 743-3500

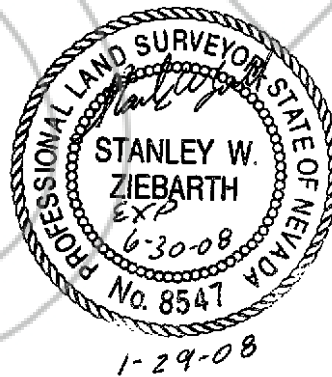


ILLUSTRATION FOR  
**EXHIBIT A**

LEGAL DESCRIPTION EXHIBIT AFFECTING A PARCEL OF LAND IN:  
SOUTHEAST ¼ OF THE SOUTHEAST ¼ SECTION 6, TOWNSHIP 14 NORTH, RANGE 20 EAST  
RIVERWOOD PARTNERS, LLC

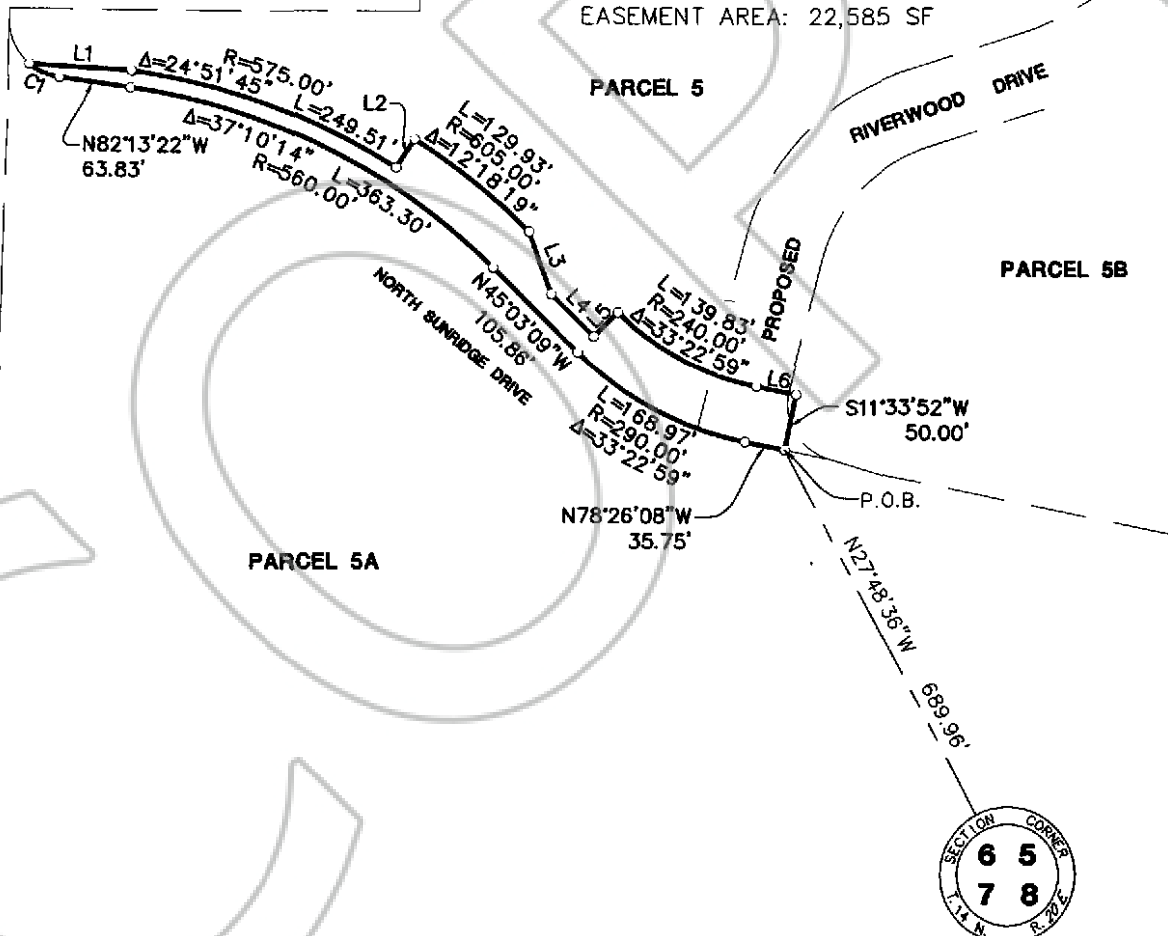
1420-06-801-001  
WHEATON, RICHARD J

LINE TABLE		
LINE	BEARING	LENGTH
L1	S86°38'35"E	91.19'
L2	N32°36'08"E	30.00'
L3	S19°46'52"E	58.56'
L4	S45°03'09"E	52.95'
L5	N44°56'51"E	30.00'
L6	S78°26'08"E	35.75'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	32°48'04"	50.00'	28.62'

EASEMENT AREA: 22,585 SF

U.S. HIGHWAY 395



9850 Double R Blvd, Suite 101, Reno, NV 89521 tel: (775) 746-9500 fax: (775) 746-9520 www.manhard.com  
Civil Engineers - Surveyors - Water Resources Engineers - Water & Wastewater Engineers  
Construction Managers - Environmental Scientists - Landscape Architects - Planners

RIVERWOOD PARTNERS, LLC	
DOUGLAS COUNTY, NEVADA	
LEGAL DESCRIPTION EXHIBIT	
PROJ. MGR.: SWZ	SHEET
DRAWN BY: SH	<b>EXHIBIT B</b>
DATE: 1-29-08	RPLDCN 070449
SCALE: NTS	

© 2007 ALL RIGHTS RESERVED



Dwg Name: P:\RPLDCN\dwg\Exhibits\Surv\Slope EASEMENT NDRTH SUNRIDGE.dwg Updated By: shorm 19:48

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: February 11, 2008  
[Signature] Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy