

DOC # 0717915
02/12/2008 10:35 AM Deputy: GB

OFFICIAL RECORD

Requested By:

DC/DISTRICT ATTORNEY

Assessor's Parcel Number: N/A

Date: FEBRUARY 11, 2008

Recording Requested By:

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 11 Fee: 0.00

BK-0208 PG- 2555 RPMT: 0.00



Name: DISTRICT ATTORNEY'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2008.027

(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. 2008.027

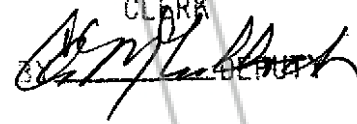
APN: 1420-06-701-007

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



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 7TH 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 5A" 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 also depicted as the "Slope Esmt." 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.

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, 2nd 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:

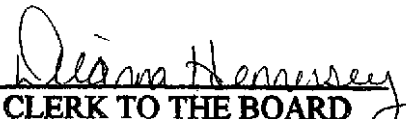
THE COUNTY OF DOUGLAS,
a Political Subdivision of the State
of Nevada



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

Attest: 

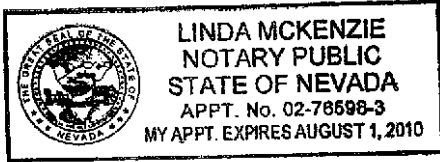
Barbara J. Griffin
Douglas County Clerk-Treasurer

BY: 
CLERK TO THE BOARD

[notary page follows]

STATE OF NEVADA)
) SS.
COUNTY OF Carson City

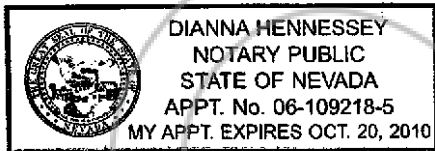
This instrument was acknowledged before me on January 28, 2008,
by Jay Timon.



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 Kelly 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 50°42'42" West a distance of 527.15 feet;

Thence North 24°11'01" West a distance of 45.41 feet to the **POINT OF BEGINNING**;

Thence along the arc of a curve to the right having a radius of 248.50 feet, a central angle of 29°28'31", a distance of 127.84 feet;

Thence along the arc of a reverse curve to the left having a radius of 25.50 feet, a central angle of 71°44'51", a distance of 31.93 feet;

Thence along the arc of a reverse curve to the right having a radius of 410.00 feet, a central angle of 21°24'12", a distance of 153.16 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 440.00 feet, a central angle of 43°07'43", a distance of 331.20 feet;

Thence North 88°10'52" West a distance of 00.23 feet;

Thence along the arc of a curve to the left having a radius of 50.00 feet, a central angle of 39°03'13", a distance of 34.08 feet;

Thence along the arc of a non tangent curve to the right having a tangent bearing of North 52°45'55" East, a radius of 430.00 feet, a central angle of 27°34'56", a distance of 207.00 feet;

Thence South 36°08'28" East a distance of 107.37 feet;

Thence along the arc of a non tangent curve to the right having a tangent bearing of South 50°14'07" East, a radius of 672.86 feet, a central angle of 03°32'44", a distance of 41.64 feet;

Thence South 75°12'21" East a distance of 58.77 feet;

Thence South 45°03'09" East a distance of 52.91 feet;

Thence along the arc of a curve to the left having a radius of 430.00 feet, a central angle of 21°24'12", a distance of 160.63 feet;



Thence along the arc of a reverse curve to the right having a radius of 5.50 feet, a central angle of 71°44'51", a distance of 6.89 feet;

Thence along the arc of a reverse curve to the left having a radius of 268.44 feet, a central angle of 14°44'27", a distance of 69.06 feet;

Thence South 33°28'06" East a distance of 69.21 feet to the **POINT OF BEGINNING**.

Containing: 15,782 square feet, more or less.

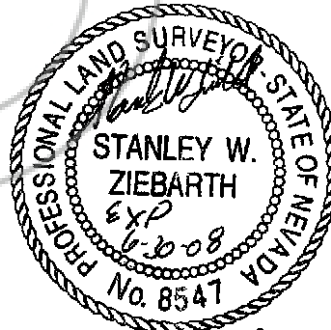
BASIS OF BEARINGS: Record of Survey Map recorded October 29, 2007, Official Records of Douglas County as Document Number 712004.

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

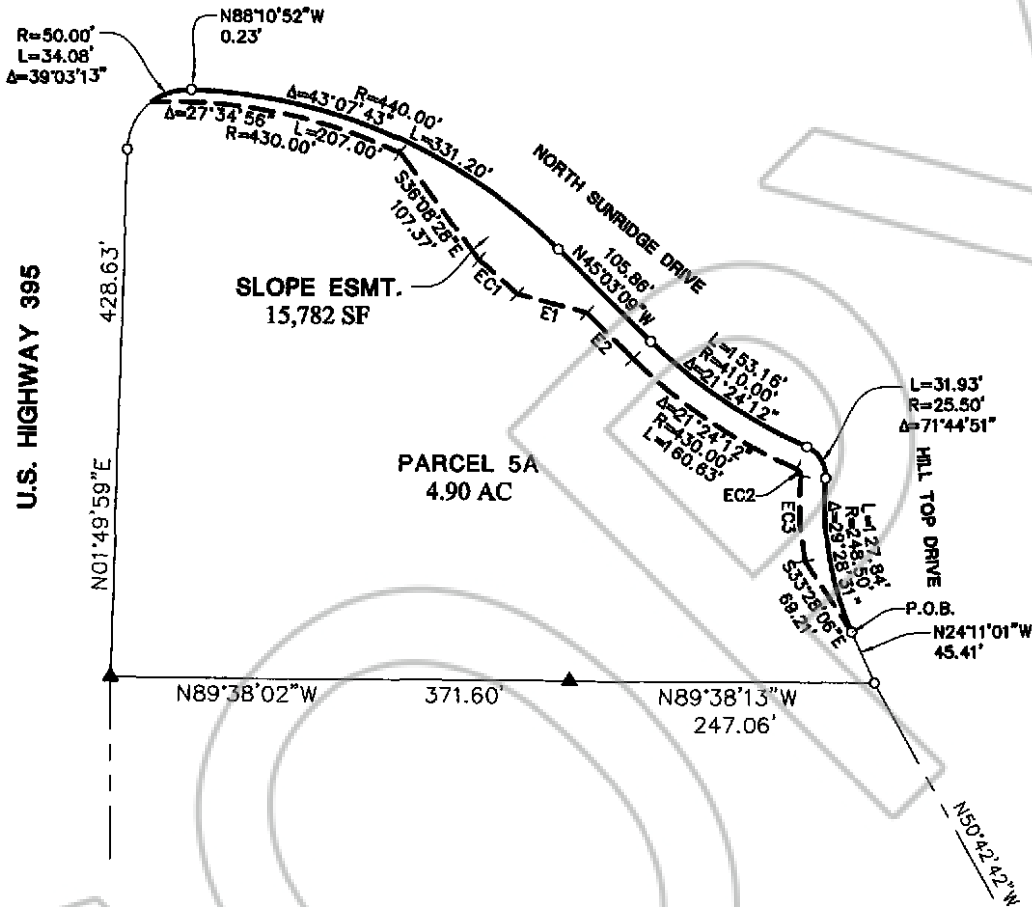
 **Manhard**
CONSULTING
9850 DOUBLE R BLVD, SUITE 101
RENO, NEVADA 89521
(775) 743-3500



1-28-08

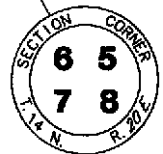


ILLUSTRATION FOR
EXHIBIT A
 LEGAL DESCRIPTION EXHIBIT AFFECTING A PARCEL OF LAND IN:
 SOUTHEAST ¼ OF THE SOUTHEAST ¼ SECTION 6, TOWNSHIP 14 NORTH, RANGE 20 EAST
 RIVERWOOD PARTNERS, LLC



LINE TABLE		
LINE	BEARING	LENGTH
E1	S75°12'21"E	58.77'
E2	S45°03'09"E	52.91'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
EC1	3°32'44"	672.86'	41.64'
EC2	71°44'51"	5.50'	6.89'
EC3	14°44'27"	268.44'	69.06'



Manhard
 CONSULTING LTD

9850 Double R Blvd, Suite 101, Reno, NV 89521 tel: (775) 748-9500 fax: (775) 748-3520 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
 DRAWN BY: SM
 DATE: 1-25-08
 SCALE: 1"=150'

SHEET
EXHIBIT B
 RPLDCN 070449



Dwg Name: P:\RPLDCN\dwg\Surv\Exhibits\Surv\slope easement line work-exhibit.dwg Updated By: shorm 07:27

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



BK- 0208
PG- 2565