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09/23/2008 03:24 PM Deputy: GB
OFFICIAL RECORD
Requested By:
TOWN OF GARDNERVILLE

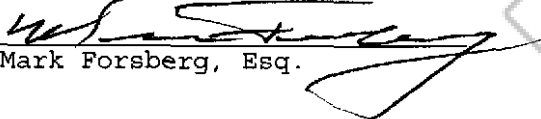
APN: 1220-03-000-034
RECORDING REQUESTED BY AND AFTER
RECORDING RETURN TO:
Mark Forsberg, Esq.
✓ SCARPELLO & HUSS, LTD.
600 E. William Street, Suite 300
Carson City, NV 89701

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 8 Fee: 0.00
BK-0908 PG- 4886 RPTT: 0.00



SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons.


Mark Forsberg, Esq.

TEMPORARY EASEMENT-ACCESS TO REAL PROPERTY FOR PURPOSE OF ROADWAY CONSTRUCTION, PUBLIC USE AND PUBLIC ACCESS

THIS TEMPORARY CONSTRUCTION EASEMENT is made on this 18th day of September, 2008 by and between SIERRA NEVADA SW ENTERPRISES, LTD., a Nevada limited liability company, (herein "Grantor") and THE TOWN OF GARDNERVILLE, a political subdivision of the State of Nevada (herein "Grantee").

R E C I T A L S

A. Grantor is the owner of real property located in Douglas County, Nevada (the "Property"), and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein to the same effect as if set forth in this Easement in its entirety; and

B. Grantor has executed an Agreement with Douglas County and others under which Grantor has an obligation to construct portions of a roadway known as Muller Parkway; and

C. That Agreement calls for Grantor to construct portions of the roadway on the Property but the time for doing so is indefinite;

D. Grantee desires to construct a temporary public roadway on the Property and to assume all liability for its construction and public use; and

E. Grantor and Grantee mutually desire that Grantee have a temporary construction and public access easement on the Property on the terms set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged,

1. Grantor grants a temporary easement to Grantee, its agents and employees, with necessary equipment, to enter upon and have access to the Property owned by Grantor. Such temporary easement is for the express purpose of the construction and maintenance of a temporary section of Muller Parkway on the Property. Grantee shall diligently prosecute the work contemplated by this instrument.

2. This grant of temporary easement shall terminate at such time, upon thirty (30) days written notice to Grantee, as

Grantor elects in its sole discretion, to construct the permanent section of Muller Parkway on the Property.

3. During the course of construction of the temporary roadway, Grantee shall keep the construction site free of debris and recognize good construction practices.

4. Grantee shall be responsible for satisfaction of all requirements of Douglas County in connection with the construction.

5. Grantor and Grantee hereby hold one another harmless from and indemnify one another against any and all costs, expenses, claims and liability related to or in connection with the construction and maintenance activities herein contemplated, and the public use of the temporary roadway, including without limitation any and all attorneys' fees and costs incurred, whether incurred before trial, at trial, or upon any appellate levels.

6. Prior to entry on the Property, Grantee shall cause Grantor to be included as an additional insured on all Grantee's liability or construction-related policies of insurance and provide Grantor with written confirmation of same. Said policies of insurance shall remain in effect until this Easement for construction, maintenance and public use is terminated. The policy certification shall further provide for a thirty (30) day



advance written notice of any change in the insurance status affecting Grantor.

7. Grantee shall maintain workers' compensation coverage for the work contemplated by this instrument.

8. Grantee shall be solely responsible for the design, construction and maintenance of appropriate traffic control devices, including, without limitation, signage, striping and signalization.

9. Upon receipt from Grantor of notice that the Easement will be terminated, Grantee shall have one hundred twenty (120) days to restore the Property to its original condition, including, but not limited to the removal of all materials placed on the Property to construct the temporary roadway.

10. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party or parties to be charged.

11. This instrument shall be binding on and shall inure to the benefit of the contractors, subcontractors, heirs, executors, administrators, successors, and assigns of the parties hereto, and shall run with the lands affected hereby.

12. Any dispute, controversy or claim arising out of or in connection with, or relating to this agreement or any breach or alleged breach, or the rights of the parties hereto shall be governed by the laws of the State of Nevada. Jurisdiction and venue for any dispute arising hereunder shall be in the Ninth Judicial District Court of the State of Nevada.


13. In the event of any litigation between the parties hereto arising out of this agreement, or if one party seeks to judicially enforce the terms of this agreement, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorneys' fees.

14. Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

GRANTOR

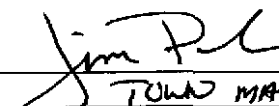
SIERRA NEVADA SW ENTERPRISES,
LTD., a Nevada limited
liability company

By: Corporate Management
Services, Inc., a Nevada
Corporation
Its: Manager

By: 
JAMES S. BRADSHAW
President

GRANTEE

THE TOWN OF GARDNERVILLE, a
political subdivision of the
State of Nevada

By 
Its TOWN MANAGER

STATE OF NEVADA)
 : ss.
CARSON CITY)

On the 18th day of September, 2008 before me, a Notary Public in and for said County and State, personally appeared **James S. Bradshaw**, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

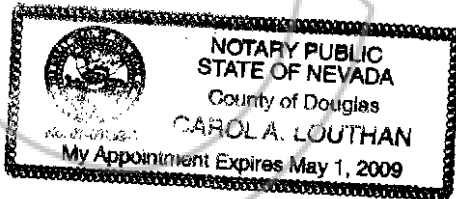


Karen A Easton
NOTARY PUBLIC

STATE OF NEVADA)
 : ss.
County of Douglas)

On the 23rd day of September, 2008 before me, a Notary Public in and for said County and State, personally appeared James Park, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Carola Louthan
NOTARY PUBLIC

August 8, 2008

**ROADWAY EASEMENT
DESCRIPTION
A Portion of A.P.N. 1220-03-000-034**

All that portion of the NW 1/4 of Section 3, T 12 N, R 20 E, M.D.M., County of Douglas, State of Nevada, more particularly described as follows:

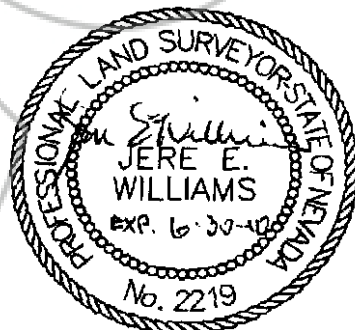
Commencing at the northeasterly corner of Lot B of Block C of the Stodick Estates South Subdivision, Phase 3, filed in Book 1205, Page 9925, Douglas County Records, Nevada, on the westerly right-of-way of Muller Parkway, which shall be known as the Point of Commencement; thence from Point of Commencement and leaving said right-of-way N 00° 28' 21" E, a distance of 487.12 feet, to a point on the easterly right-of-way of Muller Parkway, which shall be known as the Point of Beginning.

From said Point of Beginning; thence along a curve concave to the east and having a radius of 947.50 feet through a central angle of 18° 17' 18" with a chord that bears S 8° 40' 18" E; thence S 17° 48' 57" W, a distance of 475.38 feet; thence S 72° 11' 03" W, a distance of 105.00 feet, thence N 17° 48' 57" W, a distance of 4.83 feet; thence along a tangent curve concave to the southwest having a radius of 59.50 feet through a central angle of 89° 37' 42", a distance of 93.08 feet; thence along a tangent curve concave to the south and having a radius of 842.50 feet through a central angle of 1° 29' 47" a distance of 22.00 feet; thence N 00° 28' 21" E a distance of 745.60 feet to the Point of Beginning.

Said easement contains 1.41 acres (61,222 square feet) more or less.

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

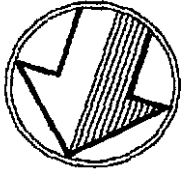
Prepared by: JWA Consulting Engineers, Inc.
PO Box 1819
Zephyr Cove, NV 89448
(775) 588-7178



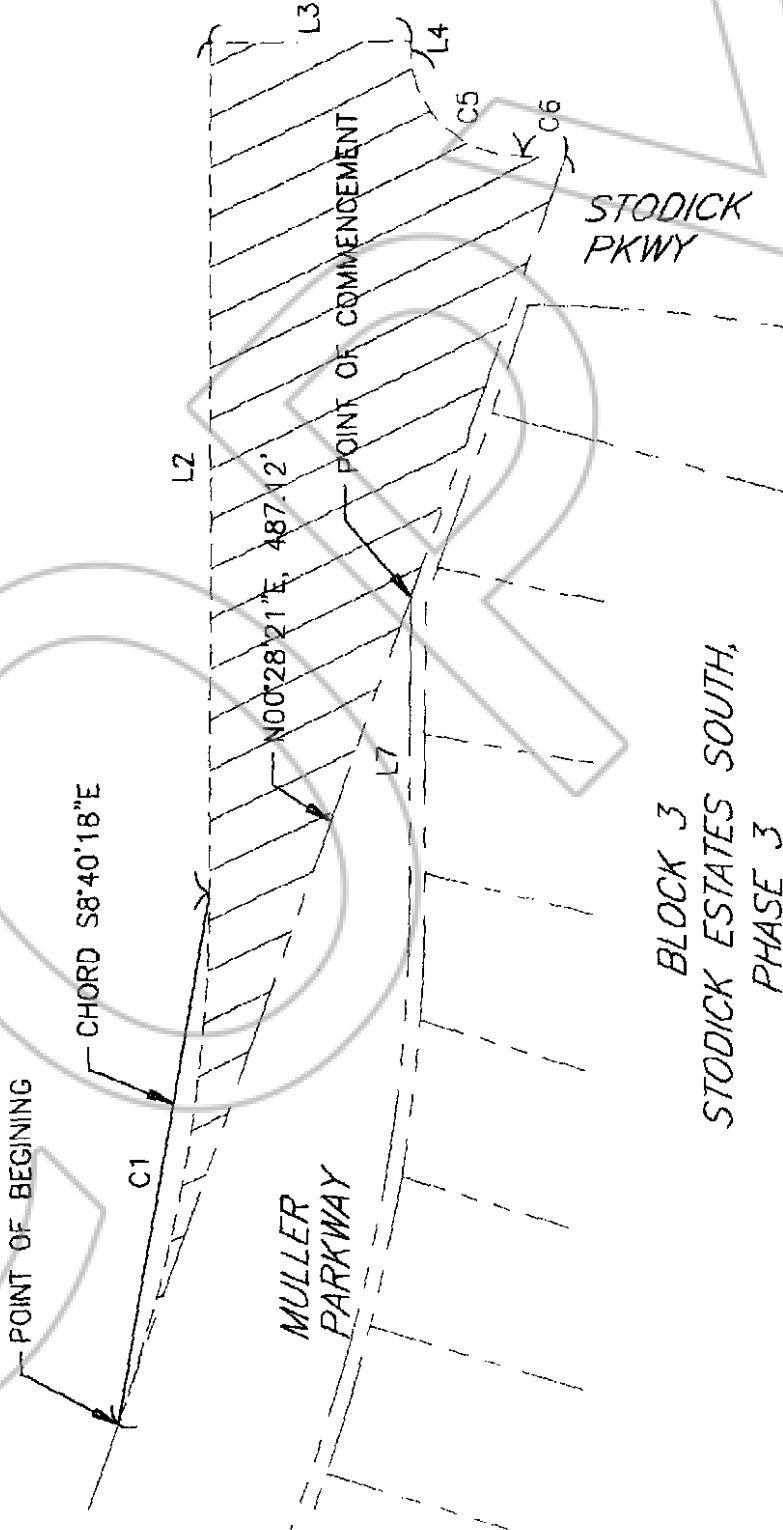
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0730465 Page: 7 Of 8 09/23/2008



| BRG, DST/ R, Δ, L |
|----------------------------------|
| C1 947.50', 18°17'18", L=302.43' |
| L2 S17°48'57"E, L=475.38' |
| L3 S72°11'03"W, L=105.00' |
| L4 N17°48'57"W, L=4.83' |
| C5 59.50', 89°37'42", L=93.08' |
| C6 842.50', 1°29'47", L=22.00' |
| L7 N00°28'21"E, L=745.60' |



BLOCK 3
STODICK ESTATES SOUTH,
PHASE 3

WV : C1/ G08C1-MULLER.DWG PLOT = AUG-11, 2008 SAVED AUG 8, 2008

EXHIBIT
A

TOWN OF GARDNERVILLE
MULLER LANE EASEMENT

