

OFFICIAL RECORD
Requested By:
DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: 1318-23-301-001

Date: MAY 26, 2010

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 17 Fee: 0.00
BK-0510 PG- 5771 RPTT: 0.00



Name: LYNDA TEGLIA, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

TEMPORARY EASEMENT #2010.123
(Title of Document)



2010 MAY 26 AM 11:22

APN: 1318-23-301-001
(portion of)

Recording Requested by and
Return Recorded Original to:

Douglas County, Nevada
County Engineer
Community Development Department
P.O. Box 218
Minden, NV 89423

TED THUAN
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 Chapter 239)

TEMPORARY GRANT OF RIGHT-OF-ENTRY AND TEMPORARY CONSTRUCTION EASEMENT ASSOCIATED WITH THE WQIP

THESE GRANTS OF RIGHT-OF-ENTRY AND TEMPORARY CONSTRUCTION EASEMENT "Temporary Easement" are made on this 20th day of May, 2010, by and between SIERRA COLINA, LLC ("Grantor") and DOUGLAS COUNTY, NEVADA, a political subdivision of the State of Nevada ("Grantee").

RECITALS

WHEREAS, Grantor privately owns real property adjacent to Lake Village Drive and Echo Drive, in Douglas County, State of Nevada, APN 1318-23-301-001, portions of which are depicted and described in Exhibits "A-2", "A-3", "A-5", and "A-6" and shown on Exhibits "B-2", "B-3", "B-5", and "B-6" attached and incorporated by reference; and

WHEREAS, Grantor and Grantee entered into a Development Agreement "Agreement", Document 0745528, and rerecorded as Document 0751093, Book 0909, Page 4694 which required the Grantor to grant and convey to the Grantee permanent and temporary easements associated with the Lake Village Drive Water Quality Improvement Project EIP #679 Phase II (WQIP). At this time, a permanent WQIP easement is not necessary as all of the WQIP facilities are anticipated to be located within already existing easements, however it is necessary for the Grantor to grant and convey a temporary construction access and right-of-entry easement for the purpose of constructing facilities for drainage, conveyance and treatment of water together with any appurtenant structures, improvements, infrastructure or facilities over, under, across and through the portion of the real property described in Exhibits "A-2", "A-3", "A-5", and "A-6" and shown on Exhibits "B-2", "B-3", "B-5", and "B-6".

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

1. Declaration of Easement. Grantor hereby voluntarily declares, grants, and conveys, to Grantee, its agents, employees, successors and assigns, a non-exclusive Temporary Easement, over the areas described in Exhibits "A-2", "A-3", "A-5", and "A-6" and shown on Exhibits "B-2", "B-3", "B-5", and "B-6", attached and incorporated by reference, to allow the Grantee the right to enter upon, including the right of ingress and egress and have access to the property described in Exhibits "A-2", "A-3", "A-5", and "A-6" and shown on Exhibits "B-2", "B-3", "B-5", and "B-6" to allow the Grantee to construct and install certain improvements, facilities, infrastructure or appurtenances associated with the WQIP; also together with the right of ingress and egress and to remove an undocumented outlet pipe and restore and compact the disturbed area; and the further right to remove, subject to Tahoe Regional Planning Agency (TRPA) approval if necessary, trees, bushes, undergrowth and any other obstructions, natural or constructed, interfering with the location, construction and installation of said improvements, facilities or appurtenances.

2. Termination of Easement. This Temporary Easement shall automatically terminate and be of no further force or effect as to Grantee once the improvements, facilities or appurtenances associated with the WQIP are actually constructed or installed by the Grantee and are operational; upon written request from the Grantor, the Grantee agrees to promptly acknowledge in writing the termination of the Temporary Easement.

3. Maintenance of Temporary Easement Areas. During the course of construction and installation, Grantee shall utilize good construction and operational practices including but, not limited to, removing debris from the area following construction and installation, as well as following maintenance of the WQIP. Grantee agrees to replace or repair, to the reasonable satisfaction of Grantor, any public utility or appurtenance that is damaged by Grantee and to repair any damage to Grantor's property or its improvements that is damaged by Grantee in the course of its activities in the Temporary Easement area. Grantee will use its best efforts to preserve and protect all trees within the Temporary Easement areas greater than 12" diameter at breast height (DBH) in connection with installing improvements on the property and shall restore and/or replace any landscaping and shall revegetate disturbed areas within the Temporary Easement areas which do not adversely affect the functionality of the improvements, facilities or appurtenances. This permission is granted with the understanding that the Grantee, after completion of the project, will leave the property in as neat and presentable condition as existed before the entry, with all trees, plants and structures and other property, replaced or restored per TRPA requirements.

4. Non-exclusive Easement. This is a non-exclusive grant of Temporary Easement. Grantor reserves the right to grant other easements in the Temporary Easement areas and to undertake any other activities that do not materially interfere with Grantee's rights pursuant to this Temporary Easement. Until the Termination of the Temporary Easement in accordance with the terms of paragraph 2 of this Temporary Easement, Grantor shall not construct, or permit to be constructed, any buildings or permanent structures that would interfere with Grantee's rights pursuant to this Temporary Easement. In the event that the WQIP is not completed by Grantee by October 15, 2011, or by such later date mutually agreed to by Grantee and Grantor, and Grantor determines it is necessary to proceed with development of the property, Grantor and

Grantee hereby agree that this paragraph 4 shall not apply to Easement "A-5" or "B-5" and acknowledge that Grantor may remove the undocumented outlet pipe and restore and compact the disturbed area at its own expense, which shall release the Grantee from any further obligation with respect to removing the undocumented outlet pipe .

5. Hold Harmless. Regardless of the coverage provided by any insurance, the Grantee agrees to indemnify and save and hold the Grantor, its agents, and employees, to the extent provided by law, including but not limited to Chapter 41 of the NRS, harmless from any and all claims, causes of action or liability arising from the performance of this Agreement by Grantee or Grantee's agents or employees. Grantee shall indemnify and defend and hold harmless the Grantor, its officials, employees, and authorized representatives and their employees from and against any and all suits, actions, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, attorneys' fees, court costs, interest, and expenses of whatsoever kind or nature, including those arising out of injury to, or death of Grantee's agents or employees, or third parties, whether arising before or after completion of the work under this Agreement, that are in manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, negligent omission or fault or willful misconduct, whether active or passive, of Grantee or of anyone who is acting under Grantee's direction or control or on its behalf in connection with the performance of this Agreement. Notwithstanding any provision to the contrary, Grantee's indemnity, defense, and hold harmless obligations shall not apply in the event of the sole negligence, whether active or passive or the willful misconduct of the Grantor.

6. Insurance. Grantee, its contractors and any subcontractors employed by or on behalf of Grantee shall maintain both general liability and worker's compensation insurance coverage for any and all operations to be conducted within or upon this Temporary Easement.

7. Compliance with Laws. The Grantor and Grantee will comply with all applicable federal, state and local laws, regulations or requirements in all of its work or activities on/in the Easement areas, including but not limited to compliance with all TRPA and Douglas County codes and ordinances and will be responsible for any non-compliance with any applicable law, regulation or requirement.

8. Controlling Law. The laws of the State of Nevada shall govern the interpretation and enforcement of this Temporary Easement. Grantor and Grantee agree that the Ninth Judicial District Court, located in Douglas County Nevada, will be the forum for any litigation arising as a result of this Temporary Easement. Grantor and Grantee shall bear their own attorney's fee, in any dispute regarding or arising from this Temporary Easement.

9. Severability. If any provision of this Temporary Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Temporary Easement, or the application of such provision 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.

10. Development Agreement. This instrument sets forth the terms of the Temporary Easement as required and described by the Development Agreement entered into between the Parties, recorded Document 0745528, and rerecorded as Document 0751093, Book 0909, Page 4694. In the event of any conflict between the terms of this Temporary Easement and the terms

of the Development Agreement, the terms of the Development Agreement shall control the interpretation of this Temporary Easement with respect to any such conflicting terms. However, the parties agree and acknowledge that the Grantor's ability to remove the undocumented outlet pipe as expressed in paragraph 4 is a deviation from the Development agreement and its absence from that document does not invalidate its validity in this document.

11. Amendment. Any alteration, change, amendment or modification of or to this Temporary Easement or Exhibits must be made by written instrument and in each instance executed on behalf of each party hereto.

12. Successors. The covenants, terms, conditions and restrictions of this Temporary Easement will be binding upon, and inure to the benefit of, the Parties hereto and their respective personal representatives, heirs, successors and assigns and will continue as a servitude running with the land as described in Exhibits.

IN WITNESS WHEREOF, the Parties hereto have executed this Temporary Easement as of the date set forth below by the Chair of the Board of Commissioners.

GRANTOR:
SIERRA COLINA, LLC.
By: [Signature]
Steven C. Kenninger
Manager, Sierra Colina, LLC.
Dated: MAY 10, 2010

GRANTEE:
DOUGLAS COUNTY
By: [Signature]
Michael A. Olson
Chair, Board of Commissioners
Dated: 5-20-10

State of California)
) ss.
COUNTY of Los Angeles

This instrument was acknowledged before me on this 10th day of MAY, 2010, by Steven C. Kenninger, on behalf of Sierra Colina, LLC.

[Signature]
Notary Public

ATTEST:
TED THUAN, Douglas County Clerk
[Signature]

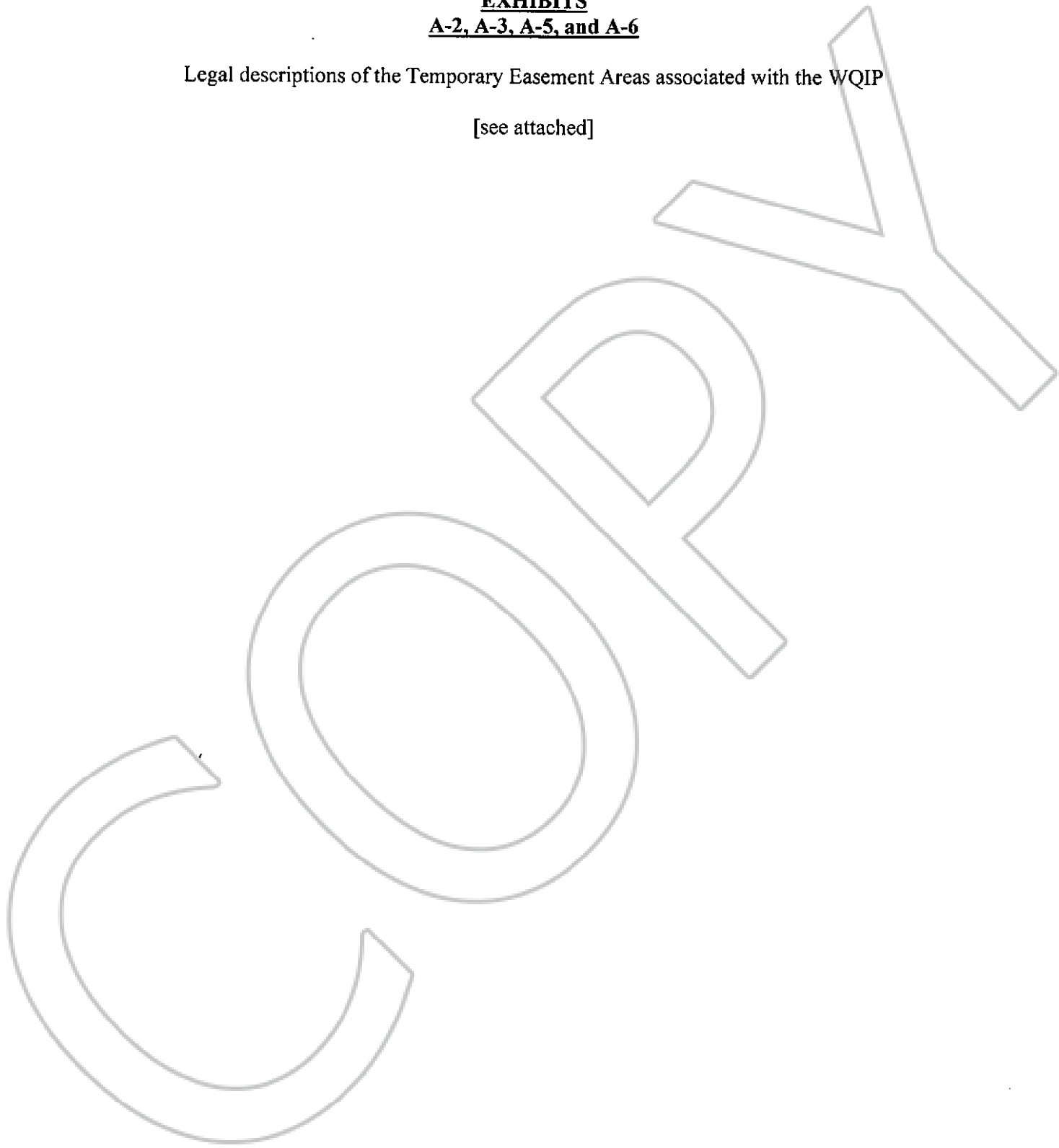


Temporary WQIP Easement
Sierra Colina
Page 4 of 6
BY: [Signature]
CLERK TO THE BOARD

EXHIBITS
A-2, A-3, A-5, and A-6

Legal descriptions of the Temporary Easement Areas associated with the WQIP

[see attached]



LEGAL DESCRIPTION
EXHIBIT A-2
TEMPORARY EASEMENT No. 2

All that certain real property located within a portion of Section 23, Township 13 North, Range 18 East, M.D.B. & M. Being a portion of that Parcel of Land conveyed to Sierra Colina, LLC on November 29, 2005, recorded as Document #661794, Official Records of Douglas County, Nevada, more particularly described as follows:

COMMENCING at and angle point in the northerly line of said Parcel of Land

THENCE along said northerly line N.86°56'56"W., 175.91 feet to the westerly line of a 17.50 foot Drainage, Slope and Public Utility Easement as described in Document #718711 and the **POINT OF BEGINNING**, also being the beginning of a curve concave to the northeast, from which a radial line bears S.52°45'06"W., having a radius of 165.00 feet;

THENCE along said curve and said easement 181.75 feet, through a central angle of 63°06'42";

THENCE S.17°54'07"E., 14.46 feet;

THENCE S.78°26'21"W., 55.86 feet;

THENCE N.19°59'30"W., 17.87 feet;

THENCE N.74°37'06"W., 28.78 feet;

THENCE N.71°51'53"W., 47.41 feet;

THENCE N.53°04'31"W., 45.99 feet;

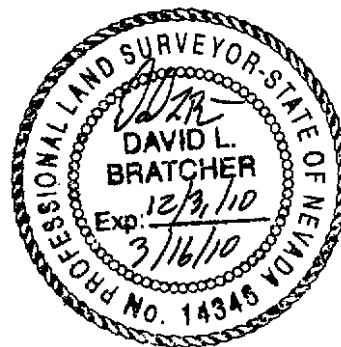
THENCE N.37°42'21"W., 27.48 feet to the northerly line of said Parcel of Land;

THENCE along last said line S.86°56'56"E., 21.79 feet to the **POINT OF BEGINNING**.

Containing 2,569 square feet or 0.06 acres, more or less.

The basis of bearings for this legal description is the easterly line of U.S. Highway 50, shown as N.10°22'04"W. on Condominium Map of Lake Village Professional Building, recorded as Document #33068, Official Records of Douglas County, Nevada.

Prepared under the supervision of
David L. Bratcher PLS 14346
178 S. Maine Street
Fallon, NV 89406



END OF DESCRIPTION

LEGAL DESCRIPTION
EXHIBIT A-3
TEMPORARY EASEMENT No. 3

All that certain real property located within a portion of Section 23, Township 13 North, Range 18 East, M.D.B. & M. Being a portion of that Parcel of Land conveyed to Sierra Colina, LLC on November 29, 2005, recorded as Document #661794, Official Records of Douglas County, Nevada, more particularly described as follows:

COMMENCING at an angle point in the northerly line of said Parcel of Land

THENCE S.42°47'56"E., 49.38 feet to the southerly line of a 17.50 foot Drainage, Slope and Public Utility Easement as described in Document #718711 and the **POINT OF BEGINNING**, also being the beginning of a curve concave to the northwest, from which a radial line bears S.28°09'40"E., having a radius of 165.00 feet;

THENCE along said southerly easement the following (3) courses:

1. Along said curve 12.50 feet, through a central angle of 04°20'31";
2. N.57°29'49"E., 85.90 feet;
3. N.51°21'08"E., 74.16 feet;

THENCE S.46°11'55"W., 79.89 feet;

THENCE S.45°20'40"W., 37.29 feet;

THENCE S.49°16'52"W., 28.96 feet;

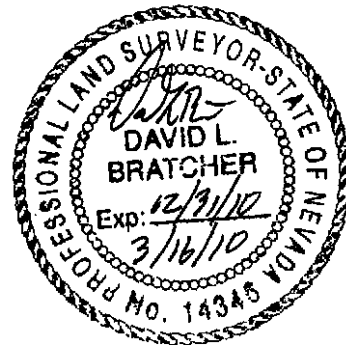
THENCE S.77°44'27"W., 21.53 feet;

THENCE N.66°09'41"W., 15.29 feet to the **POINT OF BEGINNING**.

Containing 1,588 square feet or 0.04 acres, more or less.

The basis of bearings for this legal description is the easterly line of U.S. Highway 50, shown as N.10°22'04"W. on Condominium Map of Lake Village Professional Building, recorded as Document #33068, Official Records of Douglas County, Nevada.

Prepared under the supervision of
David L. Bratcher PLS 14346
178 S. Maine Street
Fallon, NV 89406



END OF DESCRIPTION

**LEGAL DESCRIPTION
EXHIBIT A-5
TEMPORARY EASEMENT No. 5**

All that certain real property located within a portion of Section 23, Township 13 North, Range 18 East, M.D.B.& M. Being a portion of that Parcel of Land conveyed to Sierra Colina, LLC on November 29, 2005, recorded as Document #661794, Official Records of Douglas County, Nevada, more particularly described as follows:

COMMENCING at the point of tangency on the centerline of Lake Village Drive as described in Document #718711, from which the tangent line bears N.74°25'45"E;

THENCE S.13°56'03"W., 34.93 feet to the southerly Right of Way of Lake Village Drive as described in Document #718711 and the **POINT OF BEGINNING**;

THENCE S.29°01'00"E., 4.08 feet;

THENCE S.62°58'16"E., 29.99 feet;

THENCE S.71°27'12"E., 19.56 feet;

THENCE S.69°49'03"E., 45.67 feet to the beginning of a curve concave to the north, having a radius of 95.00 feet;

THENCE along said curve 47.86 feet, through a central angle of 28°51'57";

THENCE N.37°49'41"E., 112.98 feet;

THENCE S.52°10'19"E., 10.00 feet;

THENCE S.37°49'41"W., 102.66 feet;

THENCE S.03°39'00"W., 5.43 feet to the beginning of a curve concave to the northwest, from which a radial line bears S.37°48'49"E., having a radius of 50.00 feet;

THENCE along last said curve 36.22 feet, through a central angle of 41°30'26" to the beginning of a compound curve concave to the northeast, having a radius of 260.00 feet;

THENCE along last said curve 78.18 feet, through a central angle of 17°13'40";

THENCE N.69°04'43"W., 23.68 feet;

THENCE N.58°35'53"W., 47.58 feet to said southerly Right of Way and the beginning of a curve concave to the southeast, from which a radial line bears N.21°47'46"W., having a radius of 370.00 feet;

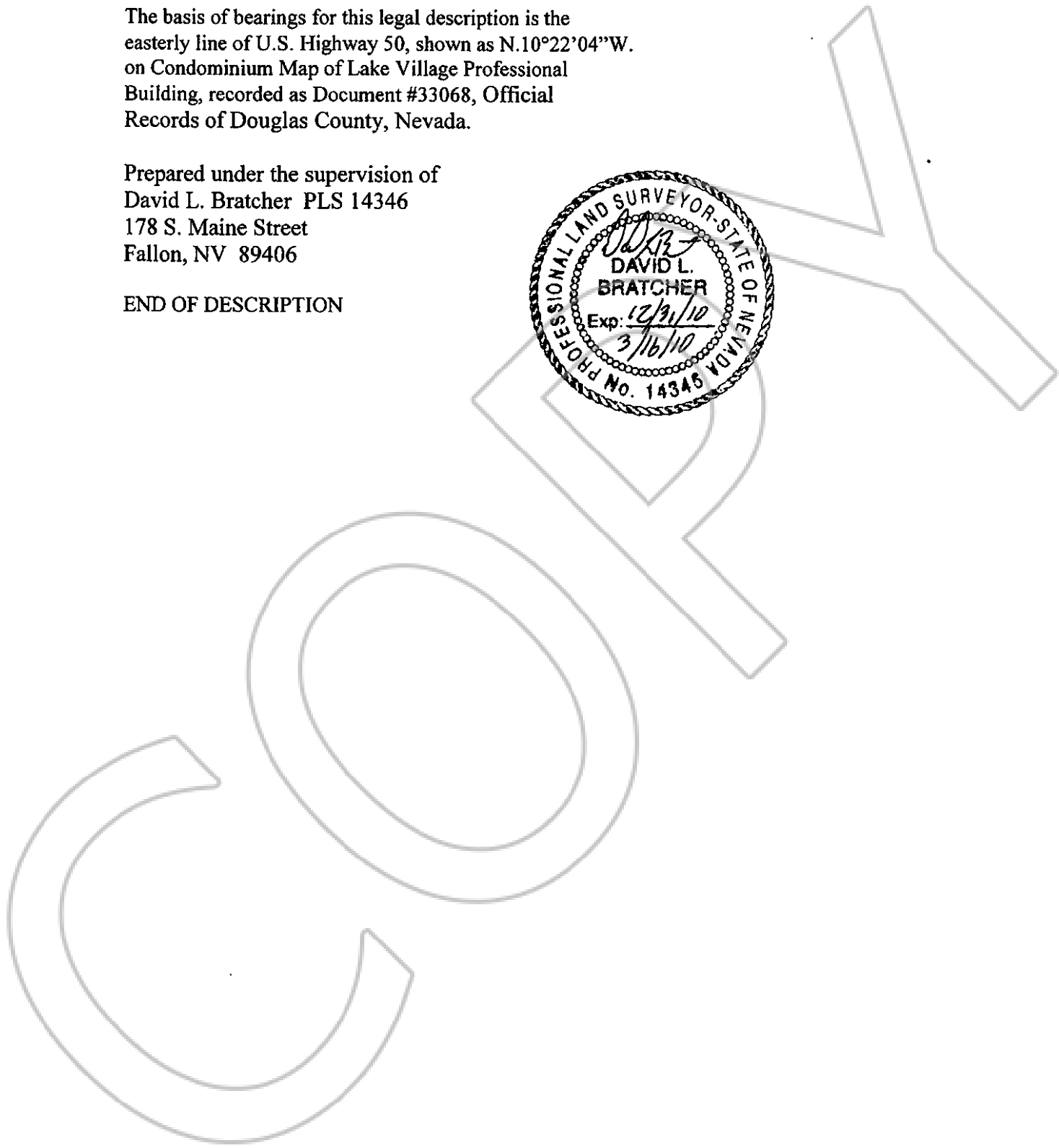
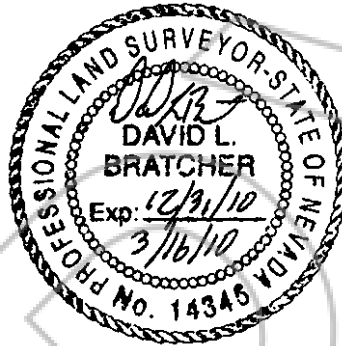
THENCE along said Right of Way and last said curve 22.99 feet, through a central angle of 03°33'37" to the **POINT OF BEGINNING**.

Containing 3,757 square feet or 0.09 acres, more or less.

The basis of bearings for this legal description is the easterly line of U.S. Highway 50, shown as N.10°22'04"W. on Condominium Map of Lake Village Professional Building, recorded as Document #33068, Official Records of Douglas County, Nevada.

Prepared under the supervision of
David L. Bratcher PLS 14346
178 S. Maine Street
Fallon, NV 89406

END OF DESCRIPTION



LEGAL DESCRIPTION
EXHIBIT A-6
TEMPORARY EASEMENT No. 6

All that certain real property located within a portion of Section 23, Township 13 North, Range 18 East, M.D.B. & M. Being a portion of that Parcel of Land conveyed to Sierra Colina, LLC on November 29, 2005, recorded as Document #661794, Official Records of Douglas County, Nevada, more particularly described as follows:

COMMENCING at the point of curvature on the northerly Right of Way line of Lake Village Drive as described in Document #718711, from which a tangent line bears N.74°25'45"E., having a radius of 345.00 feet;

THENCE along said northerly Right of Way and said curve 2.69 feet, through a central angle of 00°26'50" to the **POINT OF BEGINNING**;

THENCE N.04°50'43"E., 5.41 feet;

THENCE N.39°03'34"E., 5.64 feet;

THENCE N.83°33'50"E., 6.69 feet;

THENCE S.76°16'48"E., 11.78 feet to the northerly line of a 17.50 foot Drainage, Slope and Public Utility Easement as described in Document #718711 and the beginning of a curve concave to the northwest, from which a radial line bears S.22°06'26"E, having a radius of 682.50 feet;

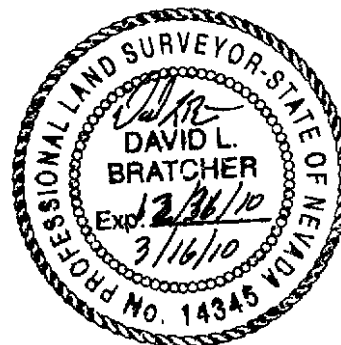
THENCE along said Easement and last said curve 11.44 feet, through a central angle of 00°57'36" to said northerly Right of Way line and the beginning of a curve concave to the northwest, from which a radial line bears S.18°00'36"E, having a radius of 345.00 feet;

THENCE along said Right of Way and last said curve 11.99 feet, through a central angle of 01°59'31" to the **POINT OF BEGINNING**.

Containing 121 square feet, more or less.

The basis of bearings for this legal description is the easterly line of U.S. Highway 50, shown as N.10°22'04"W. on Condominium Map of Lake Village Professional Building, recorded as Document #33068, Official Records of Douglas County, Nevada.

Prepared under the supervision of
David L. Bratcher PLS 14346
178 S. Maine Street
Fallon, NV 89406



END OF DESCRIPTION

EXHIBITS
B-2, B-3, B-5, and B-6

Maps of the Temporary Easement Areas associated with the WQIP

[see attached]

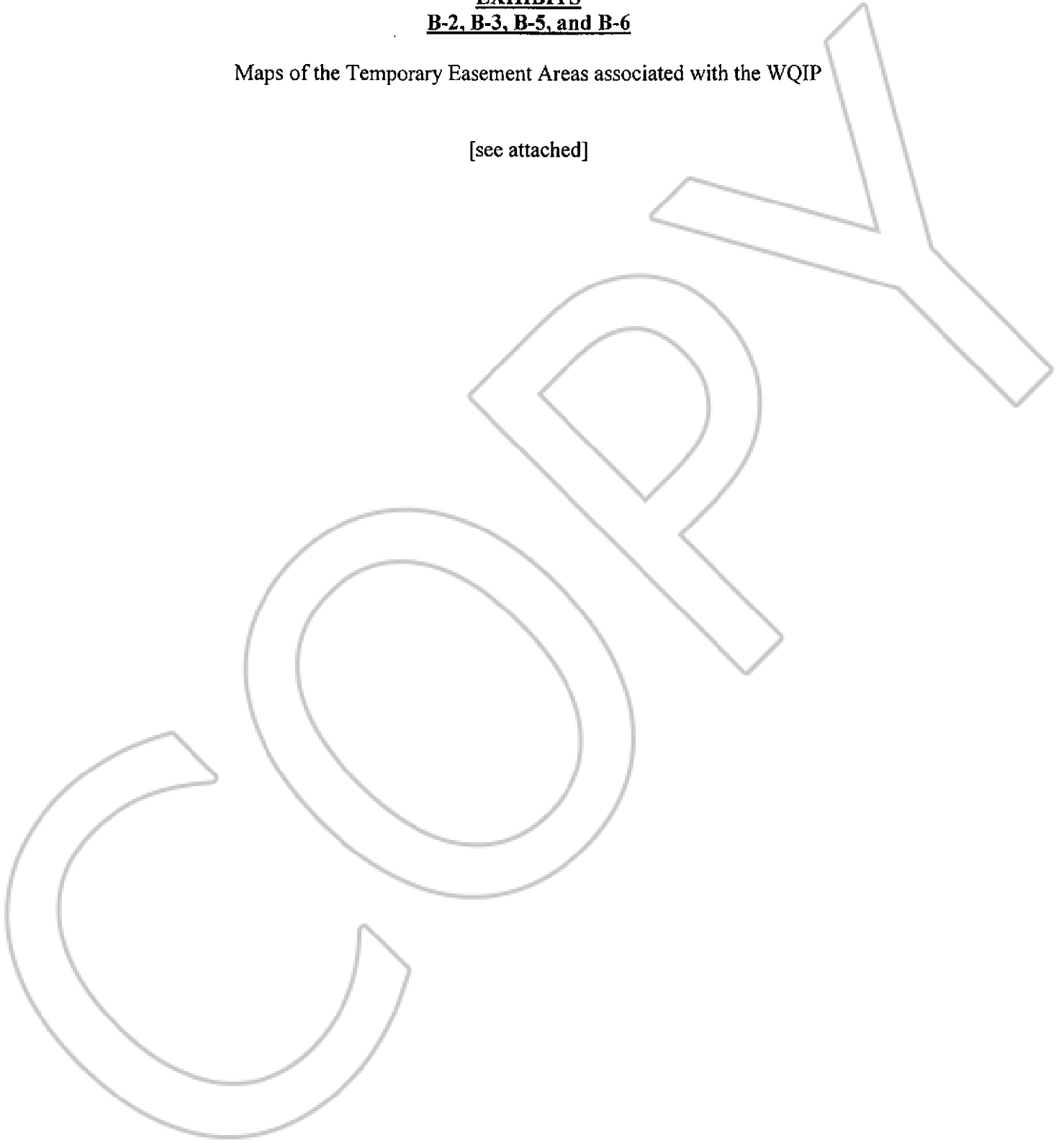
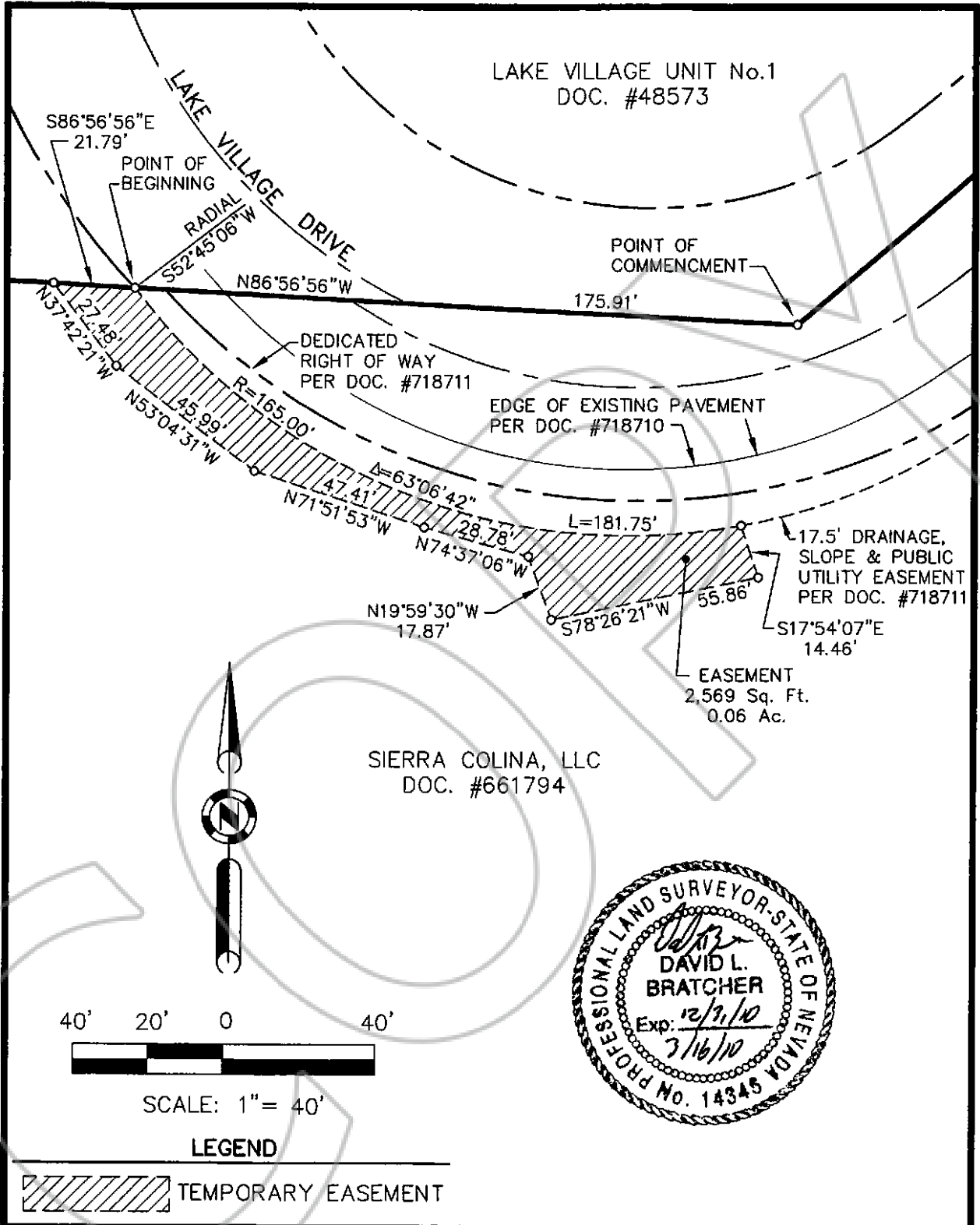


EXHIBIT B-2

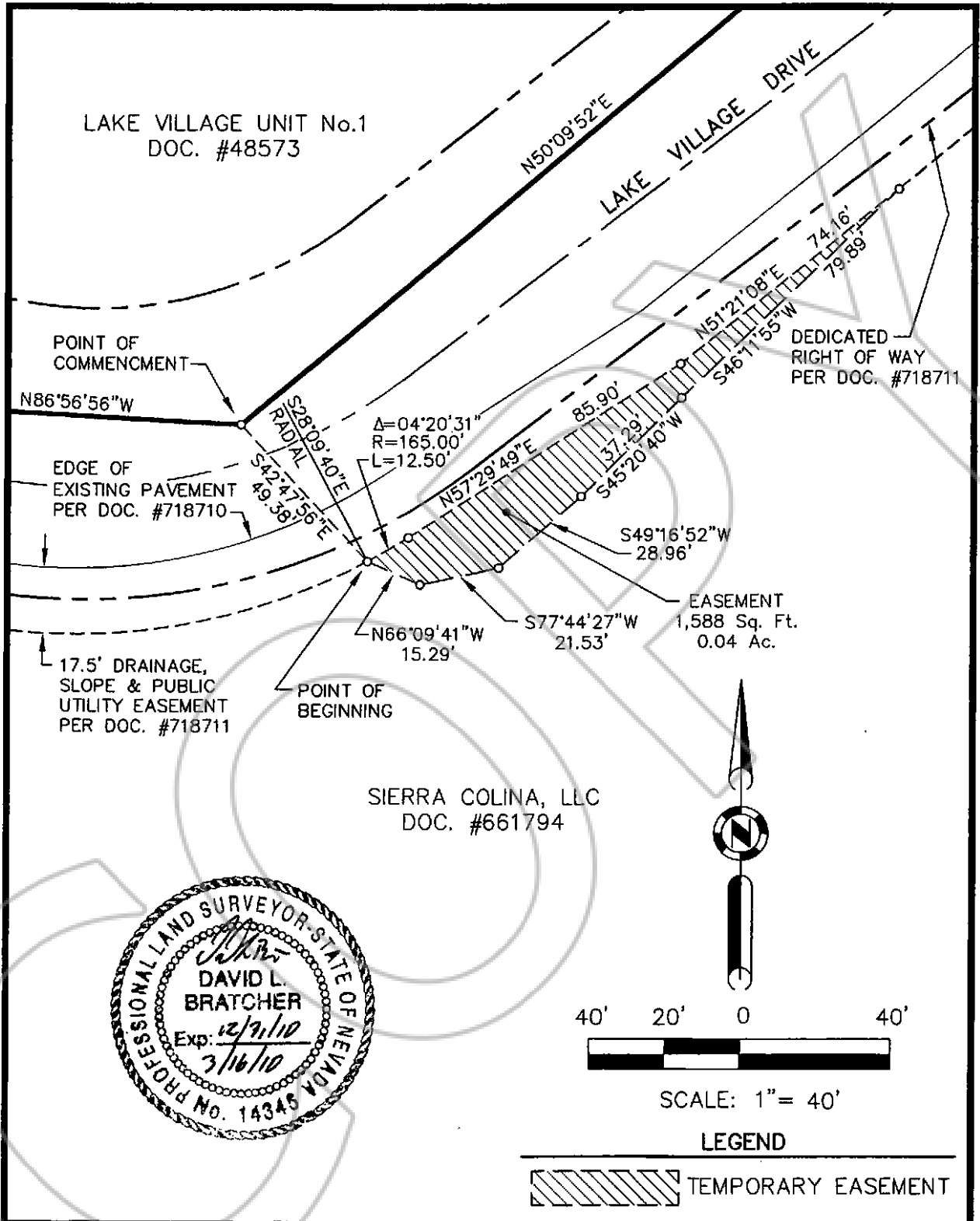


LUMOS & ASSOCIATES
 178 SOUTH MAINE ST
 FALLON, NEVADA 89406
 TEL (775) 423-2188
 FAX (775) 423-5657

EXHIBIT B-2
 TEMPORARY EASEMENT No. 2
 SIERRA COLINA, LLC - DOC. #661794
 DOUGLAS COUNTY NEVADA

Date: 3-3-10
 Scale: 1" = 40'
 Job No: 7707.000
 EXHIBIT

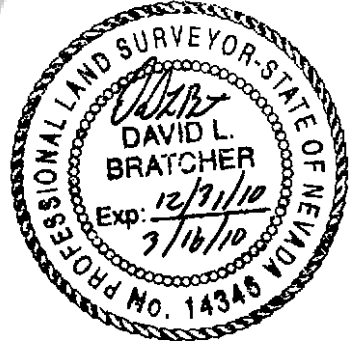
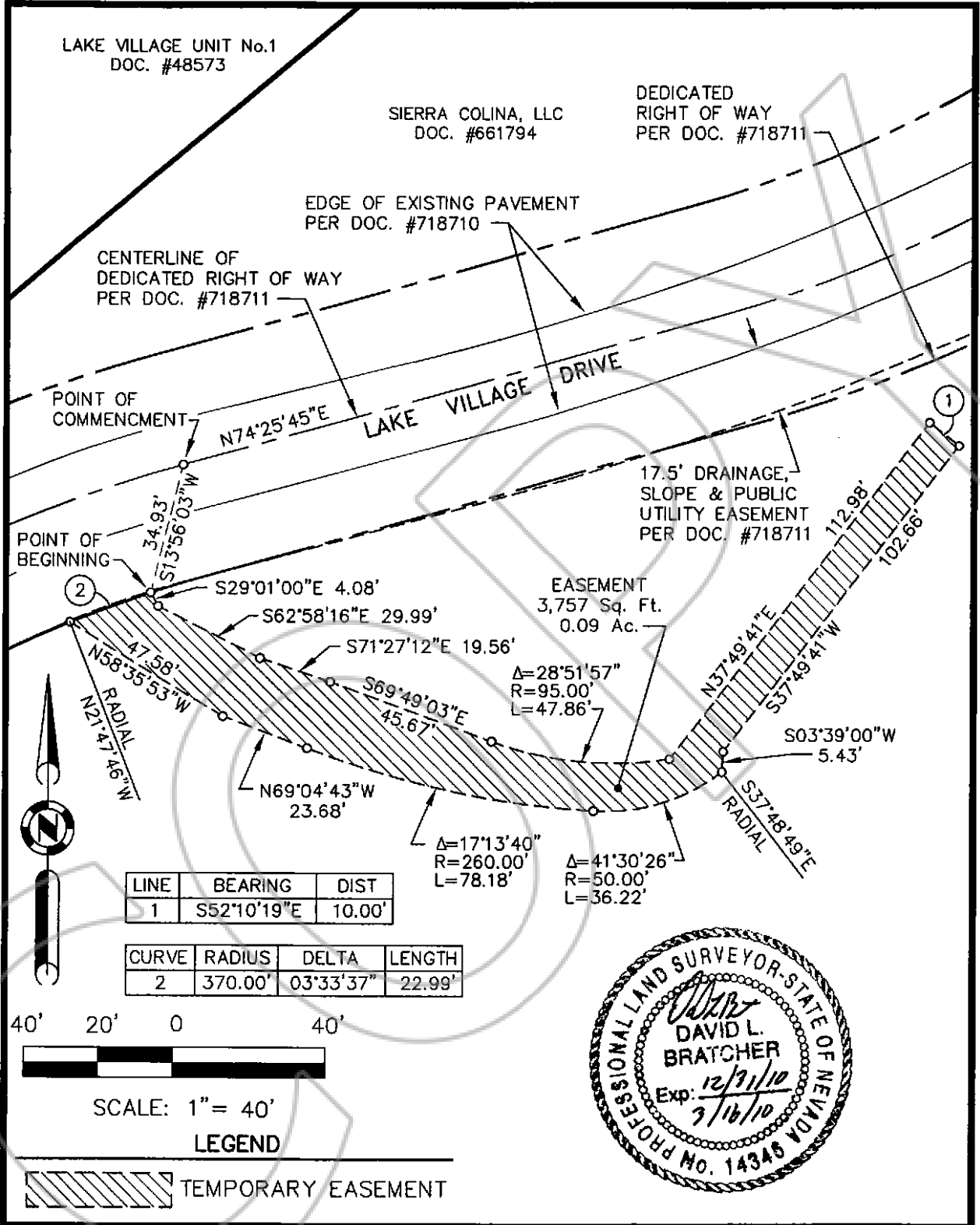
EXHIBIT B-3



<p>178 SOUTH MAINE ST FALLON, NEVADA 89408 TEL (775) 423-2188 FAX (775) 423-5657</p>	EXHIBIT B-3 TEMPORARY EASEMENT No. 3	Date: 3-3-10 Scale: 1" = 40' Job No: 7707.000 EXHIBIT
	SIERRA COLINA, LLC - DOC. #661794	DOUGLAS COUNTY NEVADA



EXHIBIT B-5



LUMOS
S ASSOCIATES

178 SOUTH MAINE ST
FALLON, NEVADA 89406
TEL (775) 423-2188
FAX (775) 423-5687

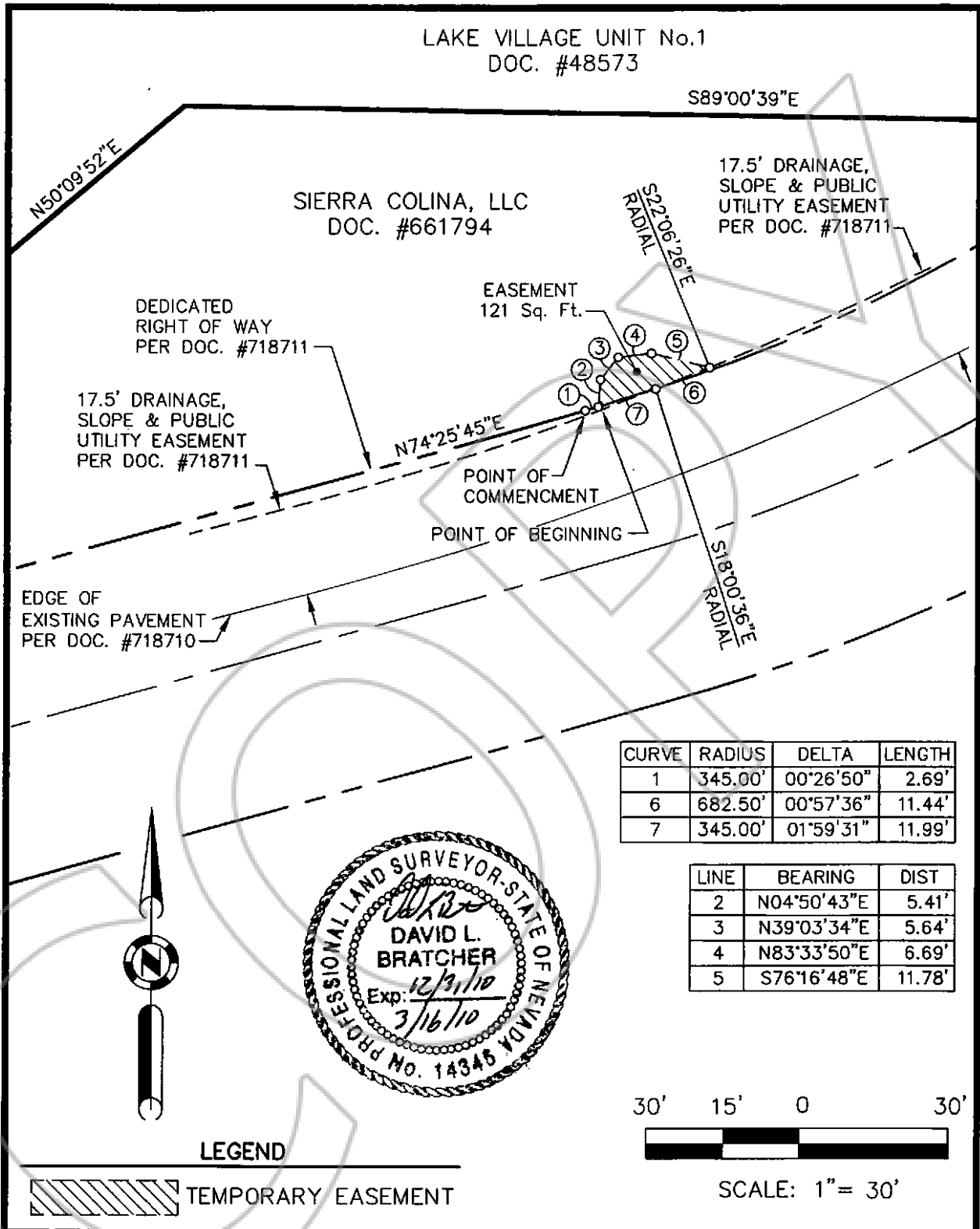
EXHIBIT B-5
TEMPORARY EASEMENT No. 5

SIERRA COLINA, LLC - DOC. #661794

DOUGLAS COUNTY NEVADA

Date: 3-10-10
Scale: 1" = 40'
Job No: 7707.000
EXHIBIT

EXHIBIT B-6



<p>178 SOUTH MAINE ST FALLON, NEVADA 89408 TEL (775) 423-2188 FAX (775) 423-5657</p>	<p>EXHIBIT B-6 TEMPORARY EASEMENT No. 6</p> <hr/> <p>SIERRA COLINA, LLC - DOC. #661794</p> <hr/> <p>DOUGLAS COUNTY NEVADA</p>	<p>Date: 3-3-10 Scale: 1" = 30' Job No: 7707.000 EXHIBIT</p>
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COPY

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: May 26 2010
Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By [Signature] Deputy