

OFFICIAL RECORD
Requested By:
DC/DISTRICT ATTORNEY

Douglas County - NV
Karen Ellison - Recorder

Page: 1 of 10 Fee: 0.00
BK-0412 PG- 8124 RPTT: 0.00



Assessor's Parcel Number: 1319-10-401-001 & 1319-15-000-016

Recording Requested By:

Name: Cynthea Gregory, Deputy District Attorney
Address: Douglas County District Attorney's Office
City/State/Zip: _____

Mail Tax Statements to:

Name: _____
Address: _____
City/State/Zip: _____

Please complete Affirmation Statement below:

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

-OR-

_____ I the undersigned hereby affirm that this document submitted for Recording contains the social security number of a person or persons as required by law: _____ (state specific law)

Cynthea Gregory
Signature (Print name under signature)

Deputy District Attorney
Title

Temporary Grant of Right-of-Entry and Temporary Construction Easement(s)
(Title of Document)

If legal description is a metes & bounds description furnish the following information:

Legal description obtained from: _____ (Document Title), Book: _____ Page: _____
Document # _____ recorded _____ (Date) in the Douglas County Recorders Office.

-OR-

If Surveyor, please provide name and address:

APN:1319-10-401-001 &
1319-15-000-016
(Portions of)



0801629 Page: 2 Of 10 04/30/2012

BK- 0412
PG- 8125

WHEN RECORDED, PLEASE MAIL TO:

Douglas County Redevelopment Agency

Attn: Lisa Granahan

P.O. Box 218

Minden, NV 89423

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)

**TEMPORARY GRANT OF RIGHT-OF-ENTRY AND
TEMPORARY CONSTRUCTION EASEMENT(S)**

This Temporary Grant of Right-of-Entry and Temporary Construction Easement(s) "Temporary Easements" is made effective upon the date of the last signature to this Grant, by and between Ranch No. 1 Limited Partnership, ("Grantor"), and Douglas County Redevelopment Agency, a political subdivision of the State of Nevada, created pursuant to Nevada Revised Statutes (NRS) Chapter 279 and Ordinance 98-846, as amended, ("Grantee").

A. Grantor for valuable consideration, as specifically set forth in the Acquisition Agreement for Easements, simultaneously approved herewith, the Grantor desires to grant, and Grantee desires to accept, as authorized by NRS Chapter 279, Temporary Easements over portions of its property for temporary public uses and purposes associated with the construction of improvements on the three permanent easements also purchased from the Grantor as set forth in the Grant of Permanent Easements document.

NOW THEREFORE, Grantor and Grantee agree as follows:

1. Grant of Temporary Right-of-Entry and Temporary Easement(s). The Grantor hereby grants, declares and conveys to Grantee, temporary nonexclusive easements, over the Grantor's property as shown in Exhibit "C-1" attached and incorporated by reference, to allow Grantee the right of ingress and egress, over, under, across, through and upon said area. Exhibit C-1 consists of four pages and depicts the Temporary Easements on 231 Genoa Lane, Genoa, Nevada, also referred to as APN 1319-10-401-001 and specifically 0 Foothill Road, Genoa, Nevada, also referred to as APN 1319-15-000-016. The Temporary Easement(s) are adjacent to and directly east of the Grant of Permanent Easements and vary in width from 40 feet to 10 feet.

2. Purpose of the Temporary Easements. The Temporary Easements are associated with and adjacent to the Grant of Permanent Easements and will allow temporary public uses and purposes associated with the improvement of the area covered by the Permanent Easements, including the relocation of fences, irrigation ditch and "Hi-line" road, installation or construction of Improvements as defined in the Permanent Easements for public recreational uses and purposes, water facilities and appurtenant facilities.

3. Effective and Termination Dates. The Temporary Easement(s) become effective 30 days after the Grantee delivers written notice to the Grantor of its need for the Temporary Easement. The Temporary Easement(s) will automatically terminate and be of no further force or effect as to Grantee upon the earlier of: the improvements, facilities or appurtenances associated with the Permanent Easements, including the relocation of fences, irrigation ditch and "Hi-line" road, being actually constructed or installed by the Grantee and have been issued a notice of completion or the expiration of 12 months from the date the construction bid for the improvements within the Permanent Easements was awarded. Upon both parties mutual consent the termination period may be extended. Upon written request from the Grantor, the Grantee agrees to promptly acknowledge in writing the termination of the Temporary Easement(s).

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 area and to undertake any other activities that do not interfere with Grantee's rights pursuant to this Temporary Easement. However, Grantor shall not conduct agricultural activities, including livestock grazing or boarding of animals within the Temporary Easement during the term of the Temporary Easement. Should Grantor use the property located outside of the Temporary Easements for livestock grazing, boarding of animals or other agricultural activity, it shall be solely responsible for ensuring any livestock, boarded animals and/or agricultural activities are secure on its property and are prohibited from entering the Temporary Easement area, including all costs associated with temporary fencing and/or relocation of livestock or other animals. Nor shall Grantor construct, or permit to be constructed, any buildings or permanent structures that would interfere with Grantee's rights pursuant to this Temporary Easement.

5. Liens. Grantee shall not permit any liens to be placed against the real property burdened by the Temporary Easements with respect to work or services performed by or for (or claimed to be performed for) Grantee or materials furnished or claimed to have been furnished to Grantee or the Property. If any such lien is attached or Grantee receives notice of any such lien, Grantee shall cause the lien to be immediately released and removed of record. If a lien is not removed within 30 days after Grantor delivers notice of the lien to Grantee, Grantor may immediately take all action necessary to release and remove the lien, without any duty to investigate the validity of it, and all expenses incurred by Grantor in connection with the lien shall be reimbursed by Grantee.

6. Indemnity. Grantee, subject to NRS Chapter 41 limitations, shall indemnify, defend and hold Grantor harmless from and against any and all liabilities, claims, demands, damages, losses, expenses and/or costs (hereafter "Claim") which Grantor may incur or suffer or to which Grantor may be subjected, including reasonable attorneys' fees, arising from Grantee's activities on or use of the Temporary Easements, except to the extent such a Claim may arise from the negligence or willful misconduct of Grantor.

7. Running of Benefits and Burdens. The obligations and benefits contained in this Grant are covenants that run with the land and shall bind the successors and assigns of Grantor and Grantee. Without limiting the generality of the foregoing, Grantor and Grantee intend this Grant to comply with all relevant provisions of Nevada Law regarding covenants that run with the land. Subject to the foregoing, all terms of this Temporary Easement shall be binding upon, inure to the benefit of, and be enforceable by, and against, the Grantor and the Grantee and their respective legal representatives, successors and assigns.

8. Attorneys' Fees. Grantor and Grantee are each entitled to enforce this instrument by appropriate legal action, and the prevailing party in such action shall be entitled as part of its costs in such action to recover reasonable attorneys' fees and court costs.

9. Enforceable Rights; Severability. It is the intent of the parties that this instrument creates valid and enforceable rights between the Grantor and Grantee, which rights may be specifically enforced in a court of law. No third party beneficiary rights are created or recognized by this instrument. If any provision of this Temporary Easement is deemed void, voidable or otherwise unenforceable, all other provisions shall be given full force and effect.

10. Counterparts. This instrument may be signed in one or more counterparts all of which shall constitute one and the same agreement.

11. State of Title. Grantor represents and warrants to the best of its knowledge that Grantor has good and sufficient title to the subject properties and that Grantor has full right and authority to grant the Temporary Easements. Grantor represents and warrants to the best of its knowledge that there is no action, suit or proceeding that is pending or threatened against the subject properties in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency or other governmental instrumentality. Grantor shall indemnify Grantee against any costs, liabilities, penalties, damages, claims or expenses (including reasonable attorneys' fees) and litigation costs that Grantee may suffer or incur as a result of the falseness or inaccuracy of the foregoing representation or warranty by Grantor.

12. Notices. No notice, request, demand, instruction or other document to be given to any Party shall be effective for any purpose unless delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery) delivered by air courier next-day delivery (e.g., Federal Express), or delivered by U.S. mail, sent by registered or certified mail, return receipt requested as follows:

If to Grantor:	Ranch No. 1 Limited Partnership The Giovacchini Family 1989 Trust A, General Partner Attn: Lisa Lekumberry, Trustee P.O. Box 72 Genoa, NV 89411
If to Grantee:	Douglas County Redevelopment Agency Attn: County Manager P.O. Box 218 Minden, NV 89423

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the third day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the third day following deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. The addresses and addressees, for the purpose of this Paragraph, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address and addressee stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

13. Venue. Any legal action brought by either party against the other arising out of this Grant must be brought in the courts located in Douglas County, in the State of Nevada.

IN WITNESS WHEREOF, the Grantor and Grantee each on behalf of itself and its successors and assigns, have executed this Agreement as of the dates below.

ACCEPTED AND AGREED:

Witness my hand this 29th day of March, 2012

GRANTOR

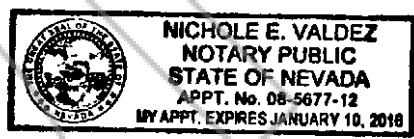
Ranch No. 1 Limited Partnership, a Nevada limited Partnership
By: The Giovacchini Family 1989 Trust A,
General Partner

By: Lisa Lekumberry
Name: Lisa Lekumberry
Its: Trustee

STATE OF NEVADA)
) ss:
CARSON CITY)

On the 29 day of March 2012, Lisa Lekumberry personally appeared before me, a notary public, and was personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged to me that she/he executed the foregoing Right of Entry and Temporary Construction Easement with full authority on behalf of Ranch No. 1 Limited Partnership.

Nichole E. Valdez
Notary's Signature



Witness my hand this 19 day of APRIL, 2012

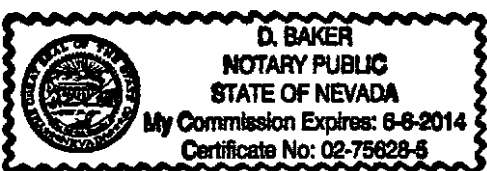
GRANTEE
Douglas County Redevelopment Agency

By: Lee Bonner
Lee Bonner, Chairman

STATE OF NEVADA)
) ss:
DOUGLAS COUNTY)

On the 19 day of APRIL, 2012, LEE BONNER personally appeared before me, a notary public, and was personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged to me that she/he executed the foregoing Right of Entry and Temporary Construction Easement with full authority on Douglas County Redevelopment Agency.

D. Baker
Notary's Signature



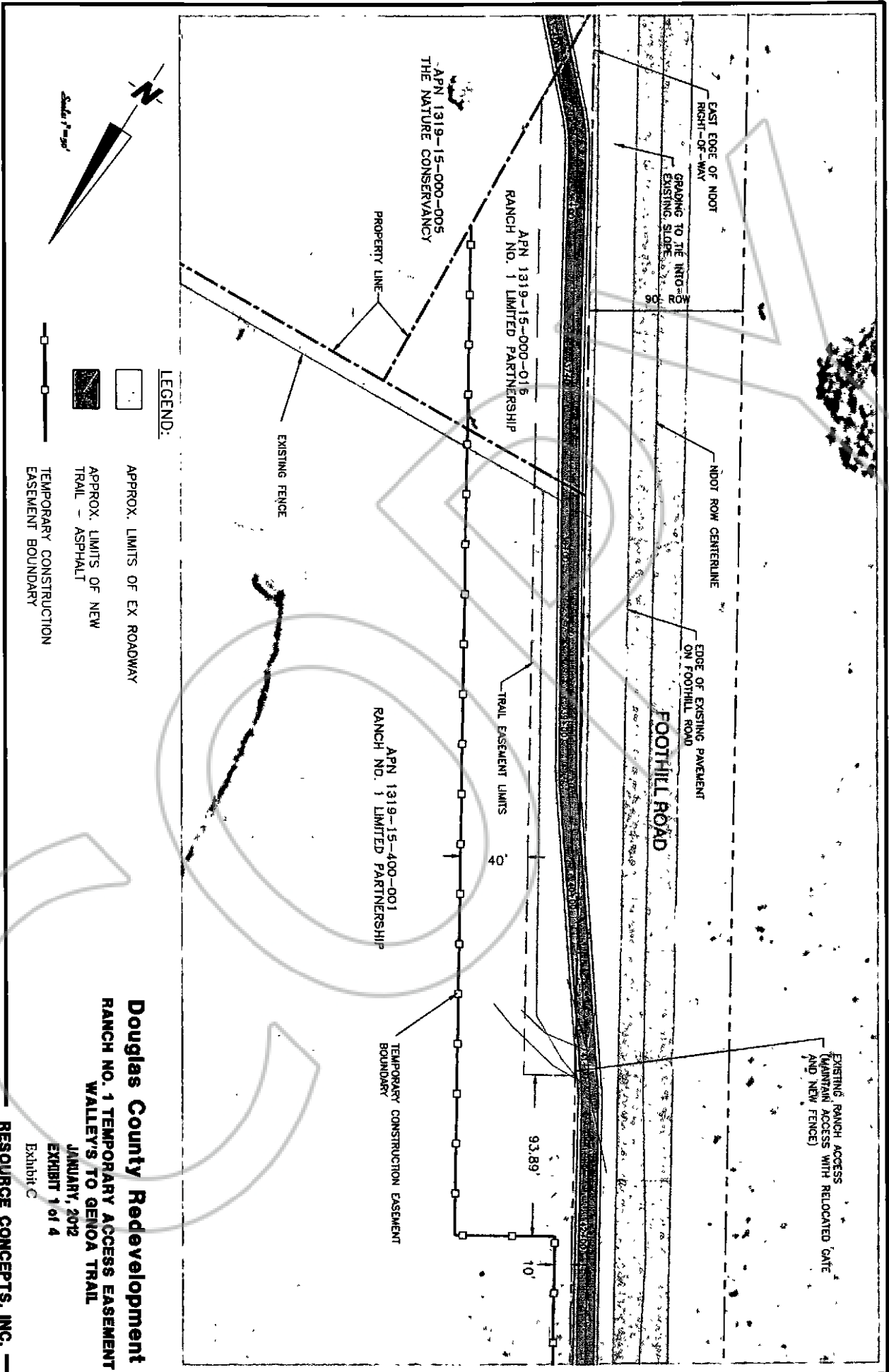
BK- 0412
PG- 8128
0801629 Page: 5 Of 10 04/30/2012

Exhibits C-1
Temporary Easements

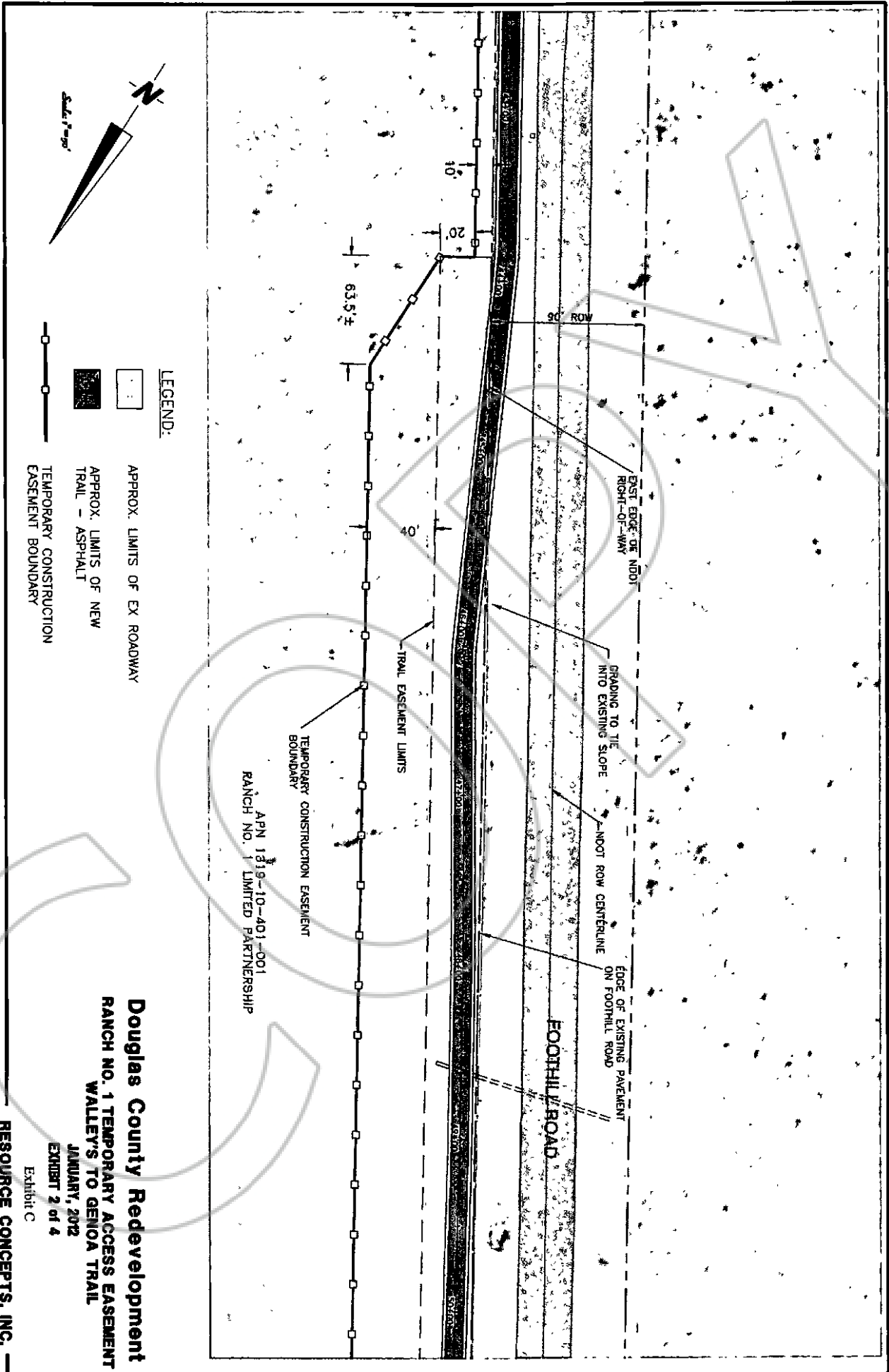


BK- 0412
PG- 8129
0801629 Page: 6 Of 10 04/30/2012

COPY



Douglas County Redevelopment
RANCH NO. 1 TEMPORARY ACCESS EASEMENT
WALLEY'S TO GENOA TRAIL
 JANUARY, 2012
 EXHIBIT 1 of 4
 Exhibit C
RESOURCE CONCEPTS, INC.

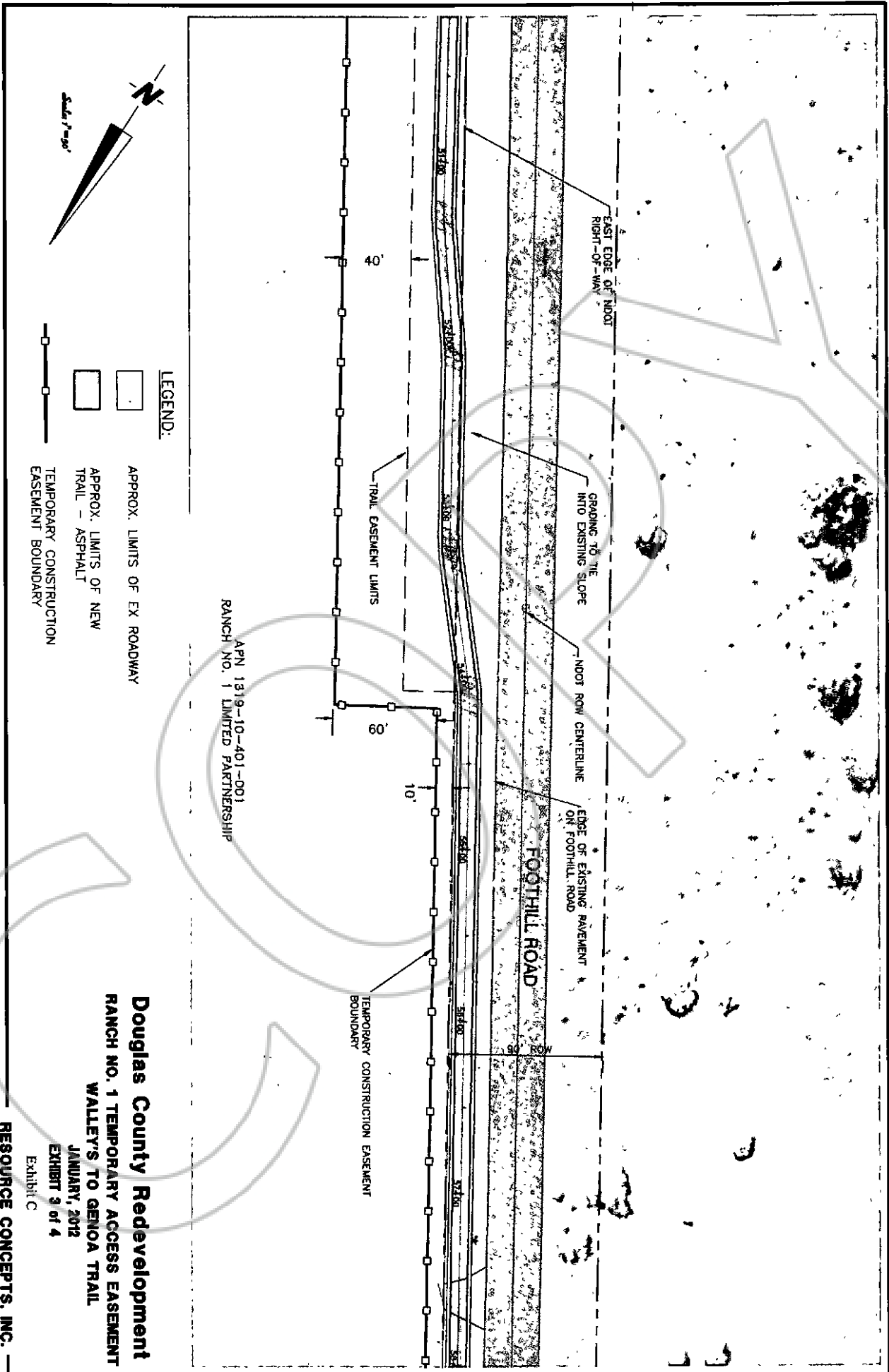


LEGEND:

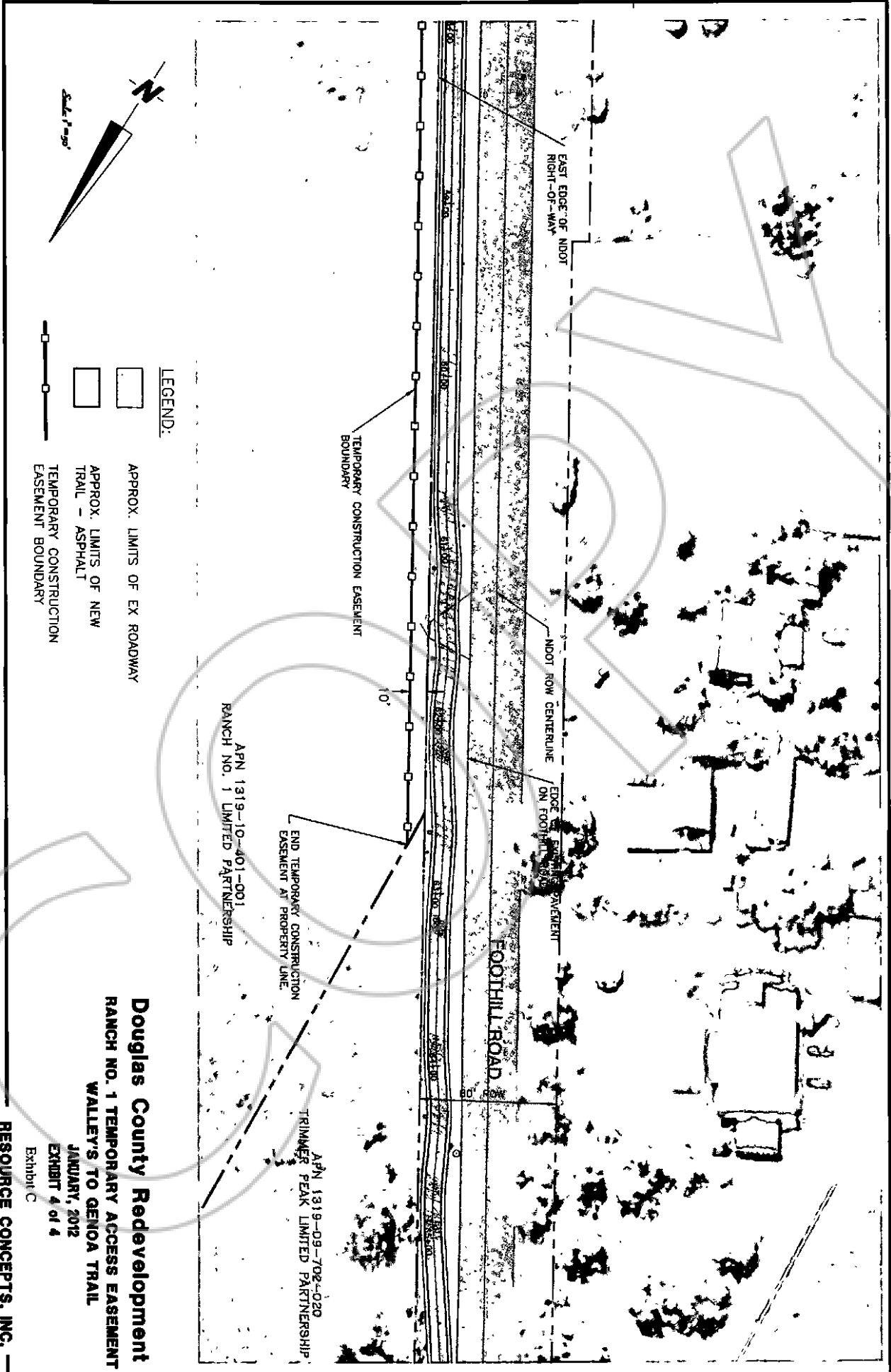
- [Symbol] — APPROX. LIMITS OF EX ROADWAY
- [Symbol] — APPROX. LIMITS OF NEW TRAIL - ASPHALT
- [Symbol] — TEMPORARY CONSTRUCTION EASEMENT BOUNDARY

Douglas County Redevelopment
RANCH NO. 1 TEMPORARY ACCESS EASEMENT
WALLEY'S TO GENOA TRAIL
 JANUARY, 2012
 EXHIBIT 2 of 4
 Exhibit C
RESOURCE CONCEPTS, INC.

APN 1819-10-401-001
 RANCH NO. 1 LIMITED PARTNERSHIP



Douglas County Redevelopment
RANCH NO. 1 TEMPORARY ACCESS EASEMENT
WALLEY'S TO GENOA TRAIL
 JANUARY, 2012
 EXHIBIT 3 of 4
 Exhibit C
RESOURCE CONCEPTS, INC.



Douglas County Redevelopment
RANCH NO. 1 TEMPORARY ACCESS EASEMENT
WALLEY'S TO GENOA TRAIL
 JANUARY, 2012
 EXHIBIT 4 of 4
 Exhibit C
RESOURCE CONCEPTS, INC.