

OFFICIAL RECORD

Requested By:  
DC/COUNTY MANAGER'S OFC

Assessor's Parcel Number: 1319-09-702-012  
(portion of)

Date: AUGUST 20, 2012

Recording Requested By:

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 11 Fee: 0.00  
BK-0812 PG- 4858 RPTT: 0.00



✓ Name: DEBBIE BEAM/COUNTY MANAGER'S OFFICE

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

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

Real Property Transfer Tax: \$ N/A

GRANT OF EASEMENT #2012.171  
(Title of Document)

FILED

NO. 2012-171

2012 AUG 20 AM 8:53

TED THRAM  
CLERK



APN: 1319-09-702-012  
(portion of)

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)

\_\_\_\_\_  
Space above for Recorder's Use

GRANT OF EASEMENT

This Grant of Easement ("Grant") is made effective upon the date of the last signature to this Grant by and between Town of Genoa, political subdivision of the State of Nevada, ("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 desires to grant, and Grantee desires to accept, as authorized by NRS Chapter 279, and in furtherance of the Genoa Destination Main Street Landscaping Project, an easement ("Easement") over a portion of its property ("Property") for the right to access, construct, maintain and use the property for public walkway(s), paths or similar areas for walking, biking, recreating and related amenities as described in greater detail below.

NOW THEREFORE, Grantor and Grantee agree as follows:

1. Grant of Easement. The Grantor hereby grants and conveys to Grantee, a perpetual exclusive interest in land upon, over, under, across, through and along that portion of the Property more particularly described and shown in Exhibits "A" and "B", attached hereto and incorporated. The Easement may be used by the Grantee for access, construction, maintenance and public use for a walkway(s), path(s) or similar area(s) for walking, biking, recreating, and related amenities or improvements (collectively "Improvements"). Improvements include, but are not limited to, paving, grading, landscaping, lighting, electrical, signage, irrigation, drainage, parking, kiosks, bollards, hitching post(s), fencing, benches, seating, bicycle racks and trash receptacles, all in accordance with the terms and conditions of this Grant.

2. Construction of Improvements. Grantee shall construct the Improvements entirely within the Easement, at no cost to Grantor. The Improvements shall be constructed in a good workmanlike manner and all construction shall comply with (a) applicable laws, regulations and ordinances, and (b) plans approved in writing in advance by Grantor, which approval shall not be unreasonably delayed or withheld.

3. Maintenance of Improvements. After completing construction of the Improvements, Grantee, at no cost to Grantor, shall maintain the Improvements in good, safe and clean condition and repair.

4. Purpose. The Easement, including Improvements, is for the construction of the Genoa Destination Mainstreet Landscaping Project and subsequent use and enjoyment by the general public of the walkway(s), path(s) or similar area(s) for walking, biking, recreating, and related amenities. The Easement is subject to applicable laws, regulations and ordinances, including rules and regulations promulgated by the Grantee. The Easement and Improvements shall not be used by motorized vehicles except for parking in existing parking areas as shown on Exhibit "B", accommodation for the disabled, emergencies, or maintenance. Grantee shall not undertake any activities which interfere with Grantee's rights pursuant to this Easement.

5. Sewer Lateral. The Property is situated within the boundaries of the North Valley Wastewater service area. If the Property does not have a sewer lateral extended to it at the time of the initial construction of the Improvements, the Grantor authorizes the Grantee, in its sole discretion, to install a sewer lateral within the Easement area(s) extending from the sewer main within the right-of-way adjacent to the property. Any installation of a sewer lateral would occur in order to maintain the long term integrity of the Improvements. The sewer lateral is not an Improvement for purposes of this Grant. If the Grantee installs the sewer lateral, it will notify the Grantor and the Grantor is not responsible to reimburse the Grantee or Douglas County, as the legislative body for the Grantee, for the costs of the installation, as otherwise stated or required by Douglas County Code, Appendix D, 20.D.065(E). Extension of the sewer lateral does not allow or guarantee sewer service. The Grantor must apply for the appropriate connection permit(s), comply with all other provisions of Douglas County Code, and pay the applicable fees/charges in order for sewer service to be furnished to the Property. The payment for the installation of the sewer lateral by the Grantee does not affect any future duties of the Grantor or its successor or assigns to install, maintain, and repair the sewer line system in the public right-of-way or the Easement which serves the Property.

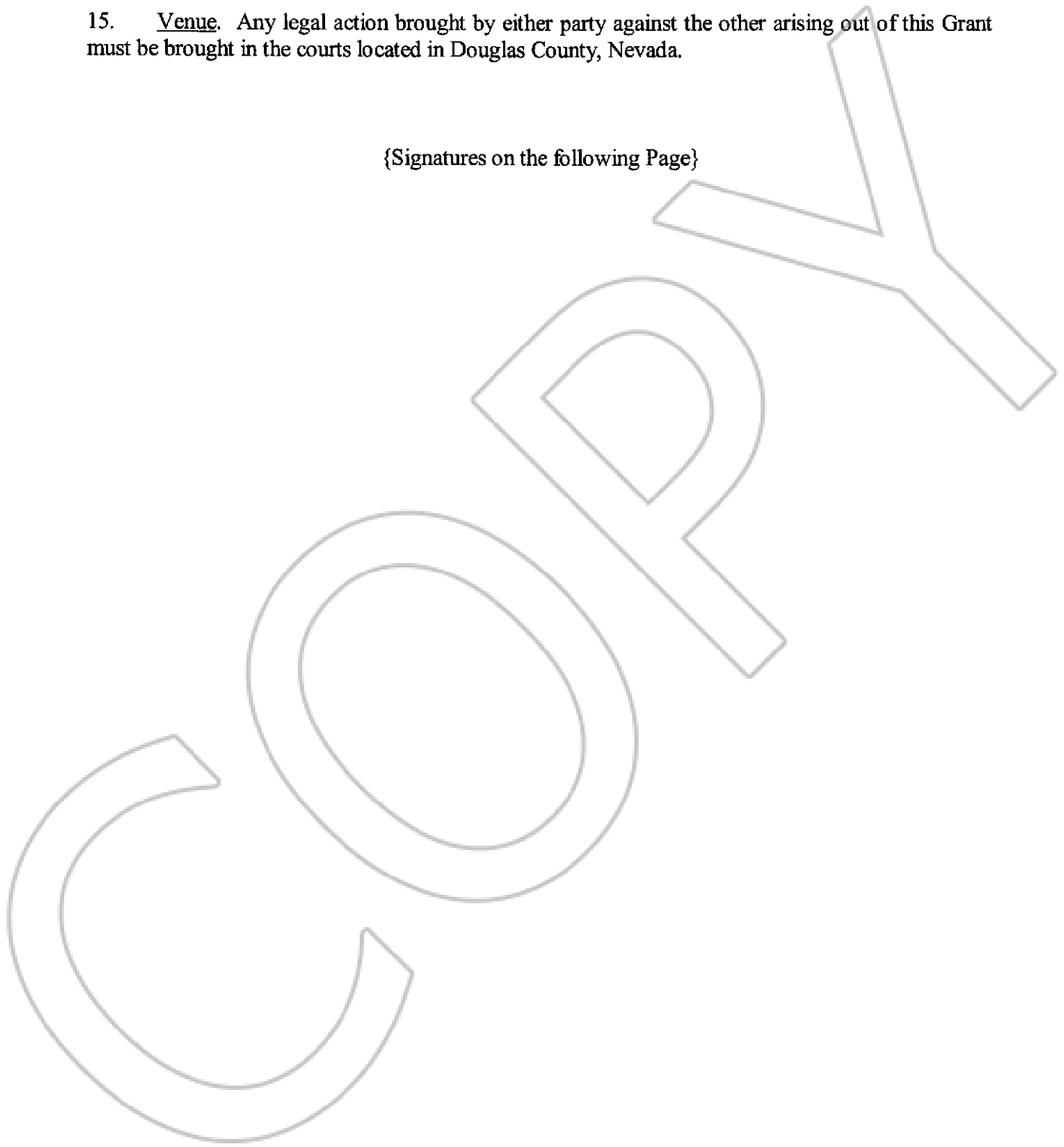
6. Liens. Grantee shall not permit any liens to be placed against the Property with respect to work or services performed by or for (or claimed to be performed for) Grantee, or materials furnished (or claimed to have been furnished) to Grantee or the Property. If any such lien is attached or Grantee 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.

7. 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 ("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 Easement, including Improvements, except to the extent such a Claim may arise from the negligence (sole or contributory) or willful misconduct of Grantor.
8. Assignment. Grantor acknowledges this Easement, including all benefits and obligations, will be assigned by the Douglas County Redevelopment Agency in the future. It is currently anticipated the Town of Genoa will be the assignee/successor.
9. 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 Grant 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.
10. 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.
11. 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 Grant is deemed void, voidable or otherwise unenforceable, all other provisions shall be given full force and effect.
12. Entire Agreement. This instrument contains the entire agreement between the parties. Any oral representations, pre-existing rights of use or access or other agreements regarding the subject matter described in this Grant are superseded and of no further force or effect. This instrument may be amended or modified only by a writing that references this instrument and that is executed by the Grantor and Grantee, including successors.
13. Counterparts. This instrument may be signed in one or more counterparts all of which shall constitute one and the same agreement.
14. State of Title. Grantor represents and warrants that Grantor has good and sufficient title to the Property and that Grantor has full right and authority to grant the Easement. Grantor represents and warrants that there is no action, suit or proceeding that is pending or threatened against the Property 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.

15. 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, Nevada.

{Signatures on the following Page}



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

ACCEPTED AND AGREED:

GRANTOR

Town of Genoa

By: Brian K. Williams  
Name: Brian K. Williams, Vice-Chair of Board

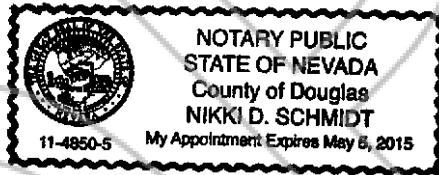
Address: P.O. Box 14, Genoa, NV 89411

Witness my hand this 15th day of August, 2012.

STATE OF NEVADA )  
 ) ss:  
DOUGLAS COUNTY )

On the 15th day of August, 2012, Brian Williams 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 Grant of Easement with full authority on behalf of Town of Genoa Board.

Nikki D. Schmidt  
Notary's Signature



ACCEPTED AND AGREED:

GRANTEE

Douglas County Redevelopment Agency

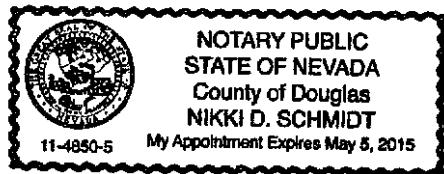
By: Lee Bonner  
Lee Bonner, Chairman

Witness my hand this 16th day of August, 2012.

STATE OF NEVADA )  
 ) ss:  
DOUGLAS COUNTY )

On the 16th day of August, 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 Grant of Easement with full authority on Douglas County Redevelopment Agency.

Nikki D. Schmidt  
Notary's Signature



Attachment A  
Legal Description  
Permanent Easement



**Exhibit**  
**TOWN OF GENOA**  
**APN: 1319-09-702-012**  
**EASEMENT LEGAL DESCRIPTION**

A portion of the north one-half of the southeast one-quarter of Section 9, Township 13 North, Range, 19 East, M.D.M., Douglas County, Nevada lying easterly of and adjacent to Foothill Road (State Route 206) and being more particularly described as follows:

BEGINNING at a the southwest corner of the Town of Genoa parcel being on the easterly line of Foothill Road (State Route 206) which bears N.15°53'17" W., 2,045.99 feet from the southeast corner of said Section 9 as shown on Nevada Department of Transportation R/W Map, S.R. 206, Sheet 1 of 3 dated November 1985, revised 6/27/1991;

thence N.01°46'59" E., along said easterly line, 106.31 feet to the northwest corner of said Town of Genoa parcel;

thence S.87°46'13" E., along the northerly line of said Town of Genoa parcel, 24.33 feet;

thence S.01°34'40" W., 57.53 feet;

thence S.87°55'21" E., 4.91 feet;

thence S.02°04'39" W., 4.11 feet;

thence N.88°25'20" W., 6.07 feet;

thence S.01°33'17" W., 44.25 feet to a point on the southerly line of said Town of Genoa parcel;

thence N.88°39'48" W., along said southerly line, 23.53 feet to the POINT OF BEGINNING;

Containing 2,569 square feet more or less.

The Basis of Bearing is a line between found centerline monuments on Foothill Road (SR-206) at Highway Engineer's Stations B 287+92.02 and B 290+11.88 as shown on State of Nevada Dept of Transportation, R/W Map, November 1985, revised 6/27/91, Exhibit "A". (N 42°23'38" W)

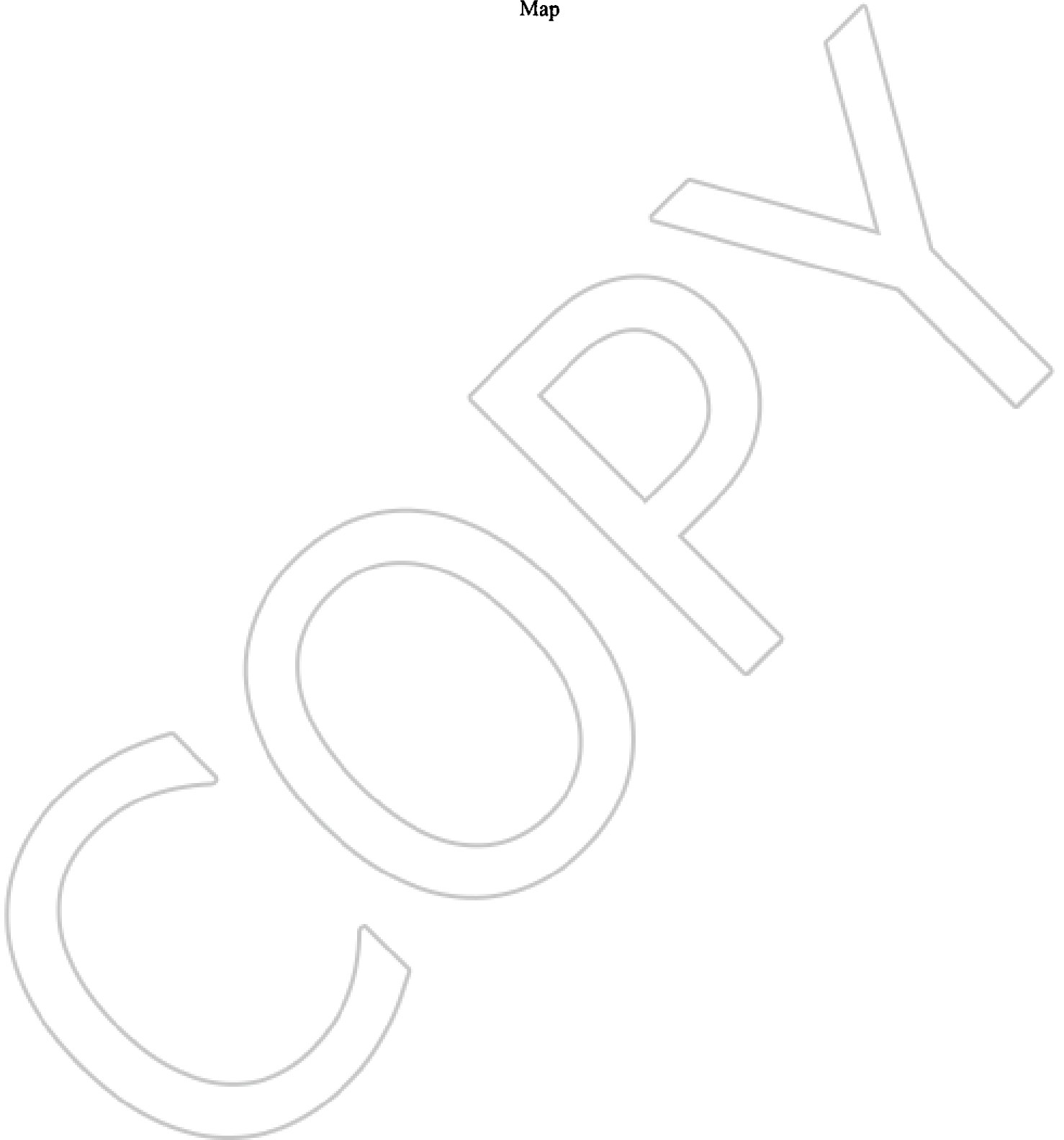
Prepared By:  
Darryl M. Harris, P.L.S. #6497  
Resource, Concepts, Inc.  
P.O. Box 11796  
Zephyr Cove, NV 89448  
(775) 588-7500

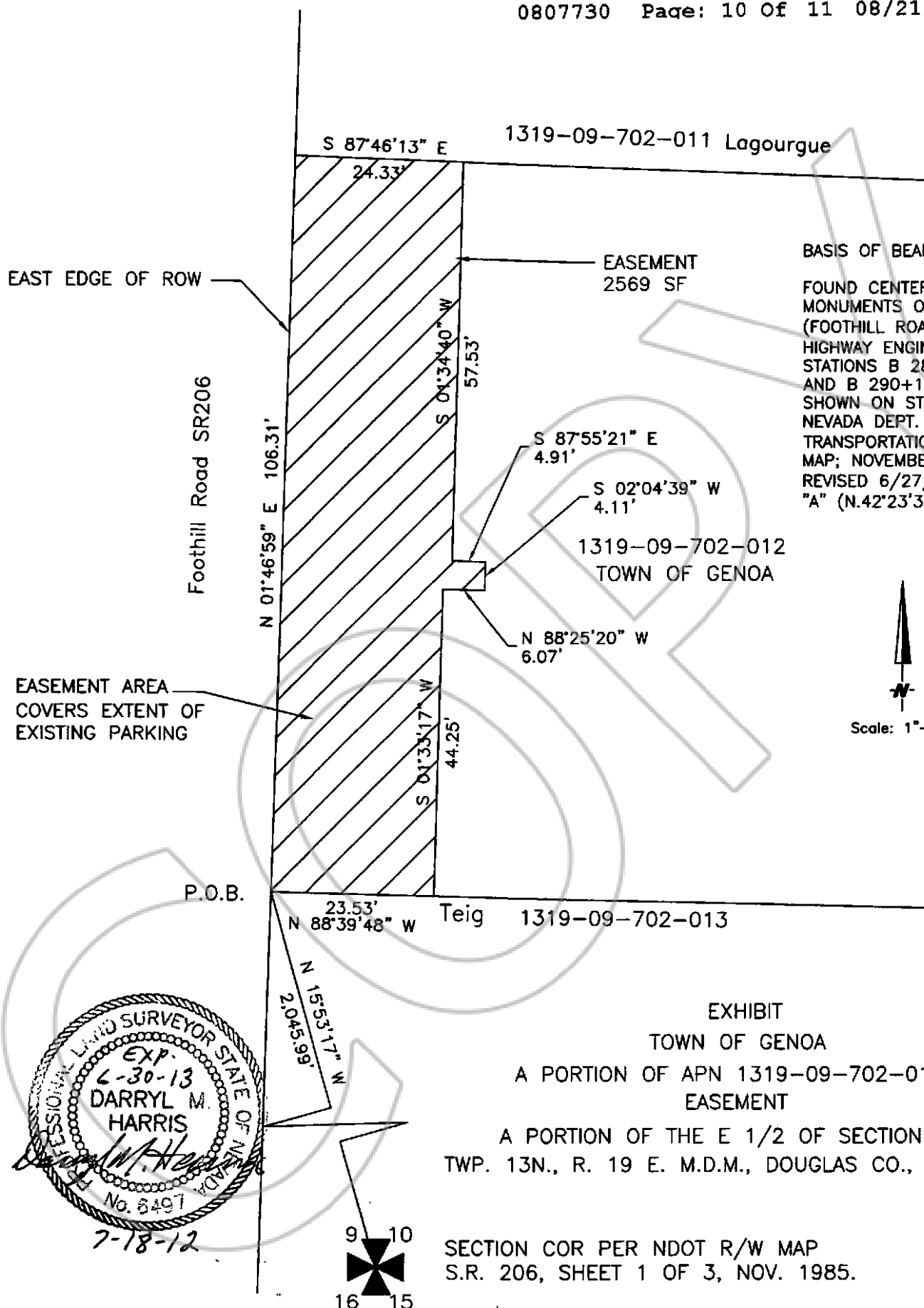






**Attachment B  
Map**





**BASIS OF BEARING:**  
 FOUND CENTERLINE  
 MONUMENTS ON SR-206  
 (FOOTHILL ROAD) AT  
 HIGHWAY ENGINEER'S  
 STATIONS B 287+92.02  
 AND B 290+11.88 AS  
 SHOWN ON STATE OF  
 NEVADA DEPT. OF  
 TRANSPORTATION, R/W  
 MAP; NOVEMBER 1985,  
 REVISED 6/27/91, EXHIBIT  
 "A" (N.42°23'38"W.).



Scale: 1"=20'

EASEMENT AREA  
 COVERS EXTENT OF  
 EXISTING PARKING

EAST EDGE OF ROW

Foothill Road SR206

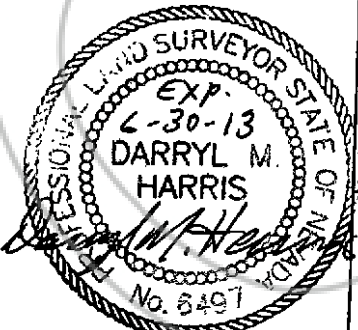
P.O.B.

1319-09-702-012  
 TOWN OF GENOA

Teig 1319-09-702-013

EXHIBIT  
 TOWN OF GENOA  
 A PORTION OF APN 1319-09-702-012  
 EASEMENT  
 A PORTION OF THE E 1/2 OF SECTION 9  
 TWP. 13N., R. 19 E. M.D.M., DOUGLAS CO., NEVADA

SECTION COR PER NDOT R/W MAP  
 S.R. 206, SHEET 1 OF 3, NOV. 1985.



7-18-12



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: Aug 20, 2012  
[Signature] Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.  
By [Signature] Deputy