

OFFICIAL RECORD  
Requested By:  
DC/COUNTY MANAGER

Assessor's Parcel Number: 1319-09-702-036  
(portion of)

Date: SEPTEMBER 7, 2012

Recording Requested By:

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 11 Fee: 0.00  
BK-0912 PG- 1568 RPTT: 0.00



Name: DEBBIE BEAM, COUNTY MANAGER'S OFFICE

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

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

Real Property Transfer Tax: \$ N/A

**TEMPORARY GRANT OF RIGHT-OF-ENTRY &  
TEMPORARY CONSTRUCTION EASEMENT(S) #2012.191**

(Title of Document)

808774-2

FILED

NO. 2012.191

APN: 1319-09-702-036  
(portion of)

2012 SEP -7 AM 11:44

WHEN RECORDED, PLEASE MAIL TO:

Douglas County Redevelopment Agency  
Attn: Lisa Granahan  
P.O. Box 218  
Minden, NV 89423

TED THUAN  
CLERK  
*[Signature]*  
DEPUTY

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

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

This Grant of Temporary Grant of Right-of-Entry and Temporary Construction Easement ("Grant") is made effective upon the date of the last signature to this Grant, by and between Masonic Lodge #12, ("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, a temporary right-of-entry and temporary easement(s) ("Temporary Easement(s)") over a portion of its property ("Property") for the right to access, and use the property for installation or construction of a public walkway(s), paths or similar areas for walking, biking, recreating and related amenities, known as the Genoa Destination Main Street Landscaping Project, as described in greater detail below.

NOW THEREFORE, Grantor and Grantee agree as follows:

1. Grant of Temporary Right-of-Entry and Temporary Easement(s). The Grantor hereby grants and conveys to Grantee, a temporary nonexclusive interest in land upon, over, under, across, through and along that portion of its Property more particularly described and shown in Exhibits "A" and "B" attached hereto and incorporated, in order to allow the Grantee the right to ingress and egress over, under, across, through and upon said area.
2. Purpose of the Temporary Easement(s). The Temporary Easement(s) are associated with the Genoa Destination Main Street Landscaping Project and are necessary to allow for the installation or construction of a walkway(s), path(s) or similar area(s) for walking, biking, recreating, and related amenities or improvements (collectively "Improvements") on property

adjacent to the Grantor's Property. 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.

3. 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 Temporary 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.

4. 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(s). 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 Genoa Destination Main Street Landscaping Project being actually constructed or installed by the Grantee and having been issued a notice of completion; or, the expiration of 12 months from the date the construction bid for the improvements within the Genoa Destination Main Street Landscaping Project was awarded. The termination period may be extended upon the mutual consent of both parties. Upon written request from the Grantor, the Grantee agrees to promptly acknowledge in writing the termination of the Temporary Easement(s).

5. Maintenance of Temporary Easement. 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. Grantee agrees to replace or repair, to the reasonable satisfaction of Grantors, any public utility or appurtenance that is damaged by Grantee and to repair any damage to Grantors' property or its improvements that is damaged by Grantee in the course of its activities in the Temporary Easement areas. This grant is made with the understanding that the Grantee, after completion of the project, will leave the Temporary Easement areas in as neat and presentable condition as existed before the entry.

6. Non-exclusive Easement. This is a non-exclusive grant of Temporary Easement(s). 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.

7. 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.

8. 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 Temporary Easement(s), except to the extent such a Claim may arise from the negligence (sole or contributory) or willful misconduct of Grantor.

9. Assignment. Grantor acknowledges this Temporary Easement(s), including all benefits and obligations may be assigned by the Douglas County Redevelopment Agency in the future. If there is an assignment it is currently anticipated the Town of Genoa will be the assignee/successor.

10. 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.

11. 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.

12. 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.

13. 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.

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

15. 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.

16. 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

Masonic Lodge #12

By: [Signature]

Name WALTER W. KESTELOOT

Address PO Box 1473 Minden, NV 89423

Witness my hand this 9 day of AUGUST, 2012.

By: [Signature]

Name Larry W. Darling

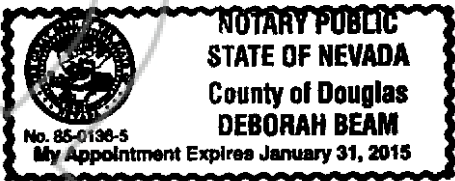
Address 1092 Footmill Rd., Henderson 89460

Witness my hand this 10<sup>th</sup> day of August, 2012.

STATE OF NEVADA )  
 ) ss:  
DOUGLAS COUNTY )

On the 9 day of August, 2012, Walter Kesteloot 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 Temporary Easement with full authority on behalf of Masonic Lodge #12.

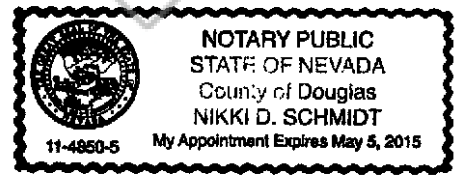
[Signature]  
Notary's Signature



STATE OF NEVADA )  
 ) ss:  
DOUGLAS COUNTY )

On the 10<sup>th</sup> day of August, 2012, Larry Darling 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 Temporary Easement with full authority on behalf of Masonic Lodge #12.

[Signature]  
Notary's Signature



ACCEPTED AND AGREED:  
GRANTEE  
Douglas County Redevelopment Agency

By: [Signature]

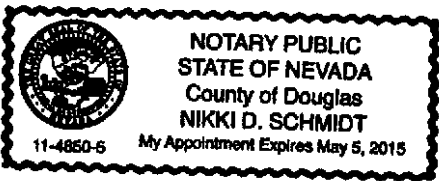
Lee Bonner, Chairman  
Witness my hand this 6th day of September, 2012.

STATE OF NEVADA )  
 ) ss:  
DOUGLAS COUNTY )

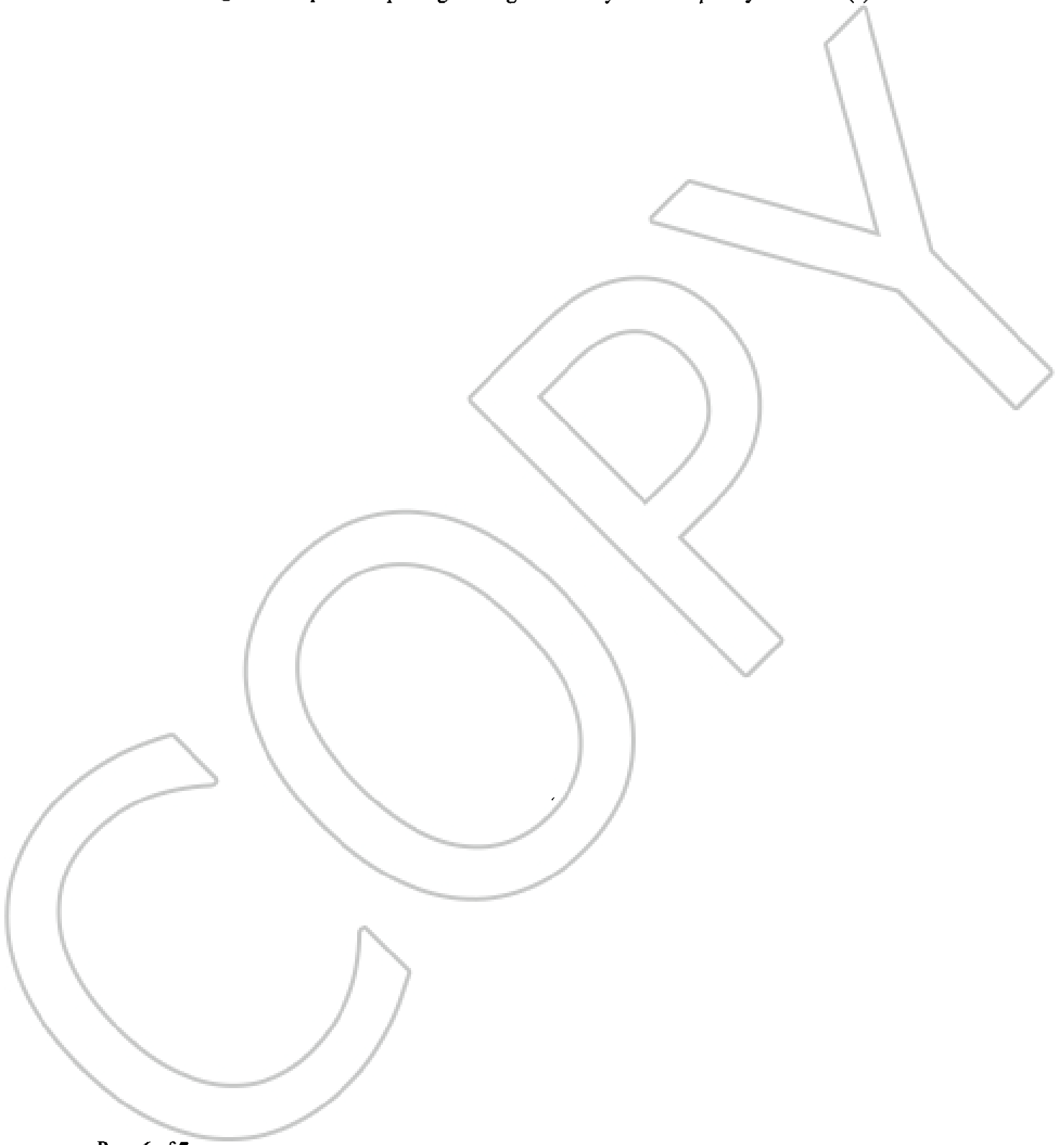
On the 6th day of September, 2012, Lee Bonner personally appeared before me, a notary public, and was personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged to me that she/he executed the foregoing Temporary Grant of Easement with full authority on Douglas County Redevelopment Agency.

[Signature]  
Notary's Signature

Page 5 of 7  
Genoa Destination Main Street Landscaping  
Temporary Easement



Attachment A  
Legal Description Depicting the Right-of-Entry and Temporary Easement(s)



**Exhibit**  
**MASONIC LODGE NO. 12**  
**APN: 1319-09-702-036**  
**CONSTRUCTION EASEMENT LEGAL DESCRIPTION**

A seven and one-half foot wide strip of land lying westerly of and adjacent to Foothill Road (State Route 206) located within 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 and being more particularly described as follows:

BEGINNING at the southeasterly corner of lands of the grantor also being the northeasterly corner of the Bommarito parcel per Document No. 522947, being a point on the westerly line of Foothill Road (State Route 206) which bears N.15°22'29"W., 2,308.67 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.89°52'00"W., along the southerly line of lands of the grantor, 7.50 feet;

thence N.01°46'59"E., 31.34 feet to the northerly line of lands of the grantor and the southerly line of the 2288 Main Street, LLC Parcel per Document No. 649237;

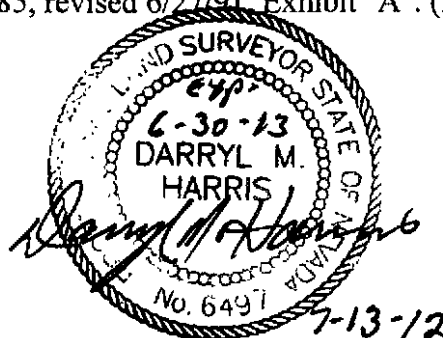
thence S.89°40'21"E., along said northerly line of lands of the grantor, 7.50 feet to the northwesterly corner of lands of the grantor being a point on said westerly line of Foothill Road (State Route 206) ;

thence S.01°46'59"W., along said westerly line of Foothill Road (Route 206), 31.31 feet to the POINT OF BEGINNING.

Containing 235 square feet of land, more or less.

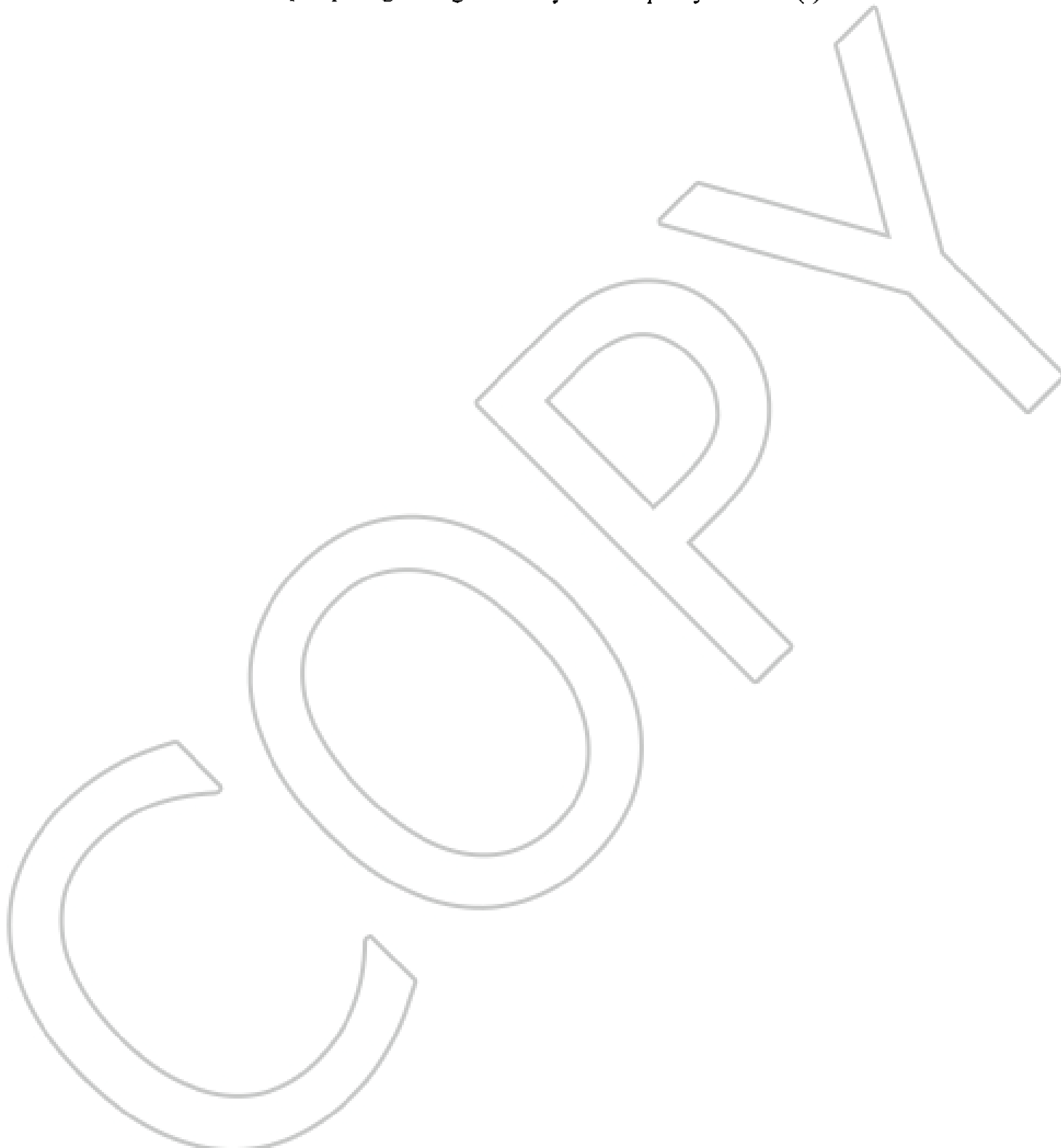
The Basis of Bearing is a line between found centerline monuments on Foothill Road (SR-206) at Highway Engineer's Stations B 287+92.02 and B 290+11.88 as shown on State of Nevada Dept of Transportation R/W Map, November 1985, revised 6/27/91, Exhibit "A". (N 42°23'38" W)

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



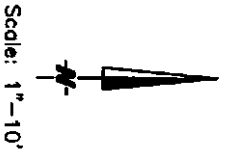


Attachment B  
Map Depicting the Right-of-Entry and Temporary Easement(s)



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°25'38"W.).

BASIS OF BEARING:



2288 Main St. LLC 1319-09-702-047

Masonic Lodge No.12 1319-09-702-036

Masonic Lodge No.12 1319-09-702-036  
Ronald D. Bommarito 1319-09-702-035

S 89°40'21" E

7.50'

N 01°46'53" E 31.34'

S 01°46'59" W 31.31'

7.50'

N 89°52'00" W

P.O.B.

WEST EDGE OF  
NDOT ROW

TEMPORARY CONST.  
EASEMENT, 235 SF

Foothill Road SR206

EXHIBIT

MASONIC LODGE NO. 12

A PORTION OF APN 1319-09-702-036

TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF THE N 1/2 OF THE SE 1/4 OF SECTION 9

TWP. 13N., R. 19 E. M.D.M., DOUGLAS CO., NEVADA



N 15°22'29" W  
2,308.67'



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

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:

Sept 7 2012

THOMAS Clerk of the 9th Judicial District Court of the State of Nevada, In and for the County of Douglas.

By

David M. Hendrich

Deputy