

DOC # 814417
12/11/2012 02:29PM Deputy: AR
OFFICIAL RECORD
Requested By:
First American Title Reno
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: \$20.00
BK-1212 PG-2893 RPTT: 0.00



Recording Requested By and Return to:
USDA Forest Service
Regional Land Adjustment Team, North Zone
P. O. Box 7
Blairsdon, CA 96103
Attn: Ann Taylor

Documentary Transfer \$ Exempt
USDA Forest Service
Signature: Ann Taylor

Correct as to Consideration, Description, and Conditions
Ann Taylor Date: 2/24/12
ANN TAYLOR, Realty Specialist

E # 121-2397637-MLK

TRAIL EASEMENT

THIS EASEMENT, dated this 22nd day of February, 2012,
from Tahoe Village Homeowners Association, a Nevada non-profit corporation, whose address is 321
Olympic Court, P. O. Box 5030, Stateline, NV 89449-5030, hereinafter called "**Grantor**" or "**TVHOA**", to
the **UNITED STATES OF AMERICA and its assigns**, hereinafter called "**Grantee**" or "**USA**",

WITNESSETH:

Grantor, for and in consideration of One Dollar (\$1.00) received by Grantor, does hereby grant and convey
unto the Grantee, a perpetual easement for a trail three (3) feet in width, including a corridor six (6) feet on
each side of the centerline, with such additional width as is necessary to accommodate and protect cuts
and fills over and across the following described lands in the County of Douglas, State of Nevada, more
particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. The said
easement is in conformity with and located upon the ground according to the survey line, figures,
measurements, widths, and other references shown on the plat, Exhibit "A". If the trail is located
substantially as described herein, the centerline of said trail as constructed is hereby deemed accepted by
the Grantor as the true centerline of the easement granted.

Any relocation of the easement is subject to prior approval of the Grantee. This relocation shall not
interfere with the Grantee's full use and enjoyment of the rights granted herein to the Grantee, and the
Grantor shall pay for all costs associated with said relocation.

Together with such reasonable rights of temporary use of the Grantor's lands immediately adjacent to said
right-of-way as may be necessary for the construction, reconstruction, improvement, and maintenance of
said trail.



The acquiring agency is the Forest Service, Department of Agriculture.

Grantee alone may extend rights and privileges for use of the trail to other Government departments and agencies, and to other users including members of the public.

This conveyance is made subject to the following reservations by the Grantor, for itself, its permittees, contractors, assigns, and successors in interest:

1. The right to cross and re-cross the easement at any point and for any purpose in such manner as will not materially interfere with the use of the trail.
2. The right to all timber now or hereafter growing on the easement subject to Grantee's right to cut timber on the easement to the extent necessary for constructing, reconstructing, and maintaining the trail. Timber so cut shall, unless otherwise agreed to, be cut into logs of standard lengths and decked along the trail for disposal by the Grantor.
3. The above mentioned trail traverses portions of land subject to the following Drainage Easement Agreement: HARICH TAHOE DEVELOPMENTS, a Nevada General partnership, by and through its general partner, HARLESK ASSOCIATES, a Nevada General Partnership and its general partner, HARLESK NEVADA, INC., a Nevada Corporation (predecessor in interest to Tahoe Village Homeowners Association, a Nevada non-profit corporation) and Heavenly Valley, a Nevada Limited Partnership, (predecessor in interest to Heavenly Valley Limited Partnership), entered into a non-exclusive subsurface Drainage Easement Agreement, for constructing, operating, and maintaining a drainage facility to control surface water runoff, on February 11, 1983, recorded March 14, 1983 in Book 383, Page 1308, Document No. 077185, of the Official Records of Douglas County, Nevada.

"TVHOA" does hereby consent to the construction, reconstruction, maintenance, and use by the "USA", of a trail over, along, and upon "TVHOA's" easements in the area of a common use upon and subject to the following terms and conditions:

- a. "TVHOA" and the "USA" shall have the right to use their respective easements in the conduct of their business and such uses shall be exercised in conjunction with the use of the other party and neither party shall have exclusive use of said areas of common use.
- b. "USA" acknowledges "TVHOA's" title to the easement in said area of common use and the priority of "TVHOA's" title over the title of the "USA" therein.


The Grantee will permit the Grantor, its successors or assigns, to use the trail to serve its property in accordance with the rules and regulations of the Secretary of Agriculture, 36 CFR 261.12 and 261.55, as the same may be amended, in such manner as not unreasonably to interfere with its use by the United States, its authorized users or assigns, or cause substantial injury thereto.




If the Regional Forester determines that the trail, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the Grantor or its successors or assigns in interest.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed by its duly authorized officer(s) and its corporate seal to be hereunto affixed on the day and year first above written.

**Tahoe Village Homeowners Association,
a Nevada non-profit corporation**

By 
(Name) **DAN GARRISON**
(Title) **PRESIDENT**

Attest:

By 
(Name) **Treasurer**
(Title) **San Sleek**





Acknowledgment of Corporation

STATE OF NEVADA

COUNTY OF DOUGLAS

This instrument was acknowledged before me on 2-22-12 (date) by
DAN GARRISON AND SAM SLACK (name(s) of person(s)) as
PRESIDENT AND TREASURER (type of authority, e.g., officer, trustee, etc.) of
TAHOE VILLAGE HOA (name of party on behalf of whom instrument was
executed).

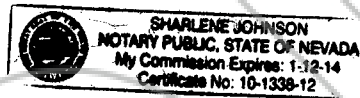
Notary Public

Printed Name: SHARLENE JOHNSON

(Seal)

My Commission Expires:

1-12-14





CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Grant Deed in favor of the UNITED STATES OF AMERICA, is hereby accepted by the undersigned officer on behalf of the United States of America pursuant to authority in the Federal Land Policy and Management Act of October 21, 1976, (14 U.S.C. § 1715, P.L. 94-579, 90 Stat. 2743, as amended, Sec. 205) and the Grantee consents to the recordation thereof.

Authorized Officer: *Nancy J. Gibson* Date: 2/24/12
NANCY J. GIBSON
Forest Supervisor, Lake Tahoe Basin Management Unit

STATEMENT FOR TRAIL EASEMENT

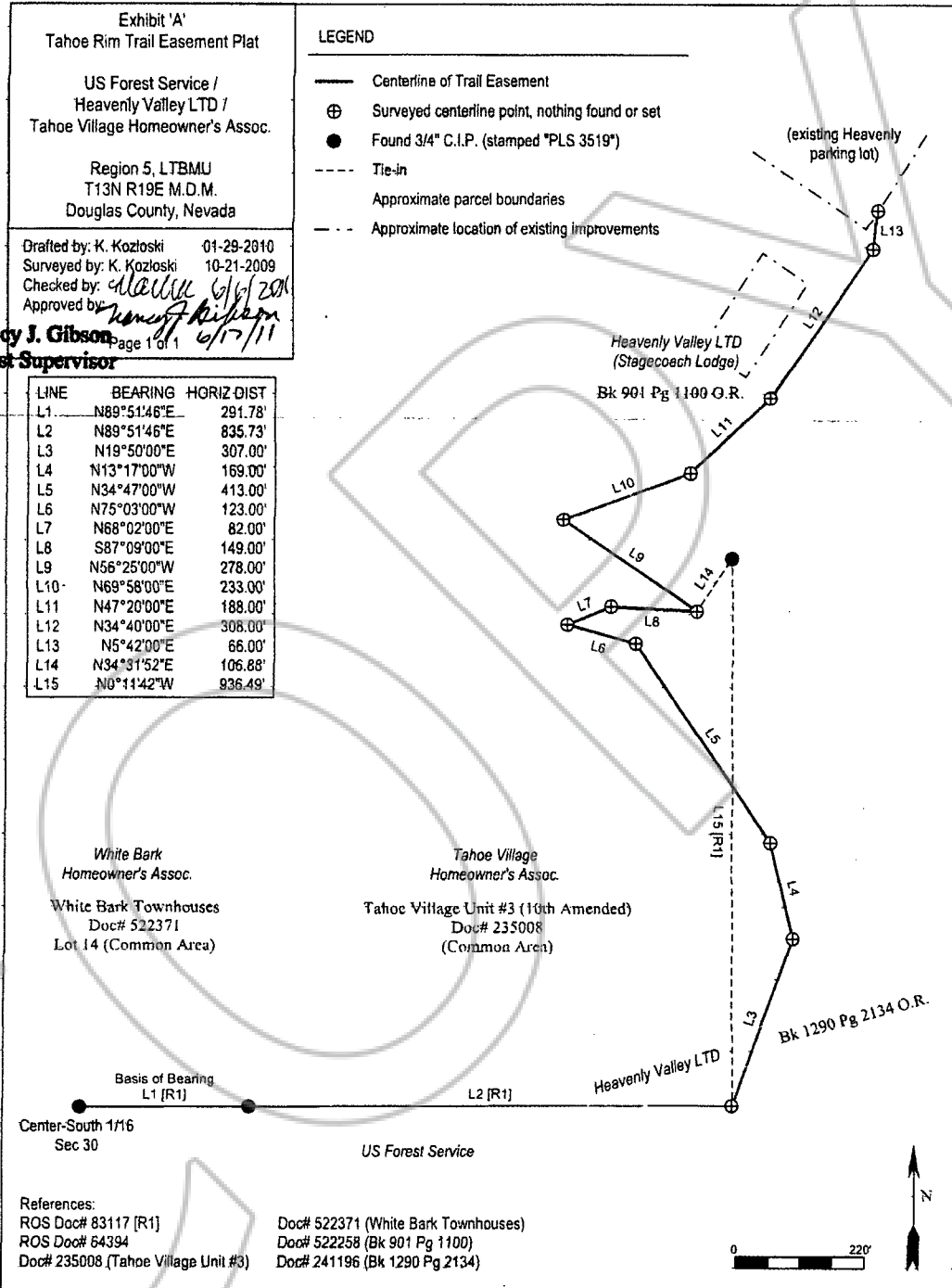
This statement is attached to the Trail Easement from Tahoe Village Homeowners Association, a Nevada non-profit corporation, to the United States of America and its assigns.

The United States of America does not seek exclusive jurisdiction over the property described in this Trail Easement.

Nancy J. Gibson
NANCY J. GIBSON
Forest Supervisor, Lake Tahoe Basin Management Unit



Exhibit "A"





Tahoe Rim Trail Easement
U.S. Forest Service / Tahoe Village Homeowner's Association
Region 5
Lake Tahoe Basin Management Unit

All that portion of land lying in Section 30, T. 13 N., R. 19 E., M.D.M., the County of Douglas, the State of Nevada

Beginning at the Center-South 1/16 Corner of said Section 30, monumented with a 3/4 inch capped iron pipe, L.S. 3519;
thence along the East West 1/16 line, N 89°51'46" E, 291.78 feet to a monument, a 3/4- inch capped iron pipe, L.S.3519;
thence, continuing along the East-West 1/16 line, N 89°51'46" E, 835.73 feet, to the **true point of beginning**;

Along the centerline of a trail, 3 feet in width, with a 6 foot right-of-way on each side of centerline, N 19° 50' E, 307 feet;
thence N 13° 17' W, 169 feet;
thence N 34° 47' W, 413 feet;
thence N 75° 03' W, 123 feet;
thence N 68° 02' E, 82 feet;
thence, S 87° 09' E, 149 feet;
thence, N 56° 25' W, 278 feet;
thence, N 69° 58' E, 122.90 feet to a point on the southerly property line of the parcel described in Book 901, Page 1100.

Excepting therefrom that parcel described in Book 1290, Page 2134.

Contains 0.43 acres, more or less.