

Doc Number: **0844650**

06/18/2014 11:59 AM

OFFICIAL RECORDS

Requested By:

NEVADA/DEPT OF TRANSPORTATION

513B

Ptn. of APN: 1318-23-401-044

AFTER RECORDING RETURN TO:  
NEVADA DEPT. OF TRANSPORTATION  
RIGHT-OF-WAY DIVISION  
ATTN: STAFF SPECIALIST- ACQ  
1263 S. STEWART ST.  
CARSON CITY, NV 89712

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 5 Fee: \$ 0.00  
Bk: 0614 Pg: 4108 RPTT # 2



Deputy. sg

LEGAL DESCRIPTION PREPARED BY:  
HALANA D. SALAZAR  
NEVADA DEPT. OF TRANSPORTATION  
RIGHT-OF-WAY DIVISION  
1263 S. STEWART ST.  
CARSON CITY, NV 89712

Project: SPSR-0207(009)  
E.A.: 73643  
Parcel: S-207-DO-000.061TE

TEMPORARY EASEMENT

THIS DEED, made this 29<sup>th</sup> day of April, 2014  
between EDGEWOOD VILLAGE, LLC, hereinafter called GRANTOR, and the STATE OF  
NEVADA, acting by and through its Department of Transportation, hereinafter called  
GRANTEE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and to its assigns for those purposes as contained in Chapter 408 of the Nevada Revised Statutes, a non-exclusive temporary easement upon, over and across certain real property of the undersigned for construction. Said easement situate, lying and being in the County of Douglas, State of Nevada, and more particularly described as being a portion of the NW 1/4 of the NW 1/4 of Section 26, T. 13 N., R. 18 E., M.D.M., also being a portion of ADJUSTED APN 1318-26-102-003 as shown on that certain RECORD OF SURVEY SUPPORTING A BOUNDARY LINE ADJUSTMENT FOR EDGEWOOD COMMERCIAL VILLAGE, LLC, recorded in the Office of the Douglas County Recorder on May 31, 2007 in Book 507, Page 10333, as Document No. 702136, and more fully described by metes and bounds as follows:

BEGINNING at a point on the left or northerly right-of-way line of SR-207 (Kingsbury Grade) which line is coincident with the southerly boundary line of said ADJUSTED APN 1318-26-102-003, 40.26 feet left of and at right angles to Highway Engineer's Station

"WR" 22+78.78 P.O.T.; said point of beginning further described as bearing S. 88°02'28" W. a distance of 2,553.49 feet from a 3" USGLO SURVEY BRASS CAP stamped "1/4 S23/S26 1939", accepted as being the north quarter corner of said Section 26; thence along the following three (3) courses and distances:

- 1) N. 63°02'26" W. – 4.82 feet;
- 2) N. 25°31'37" E. – 32.38 feet;
- 3) S. 75°39'21" E. – 30.64 feet to said left or northerly right-of-way line of SR-207 (Kingsbury Grade) and said southerly boundary line of ADJUSTED APN 1318-26-102-003;

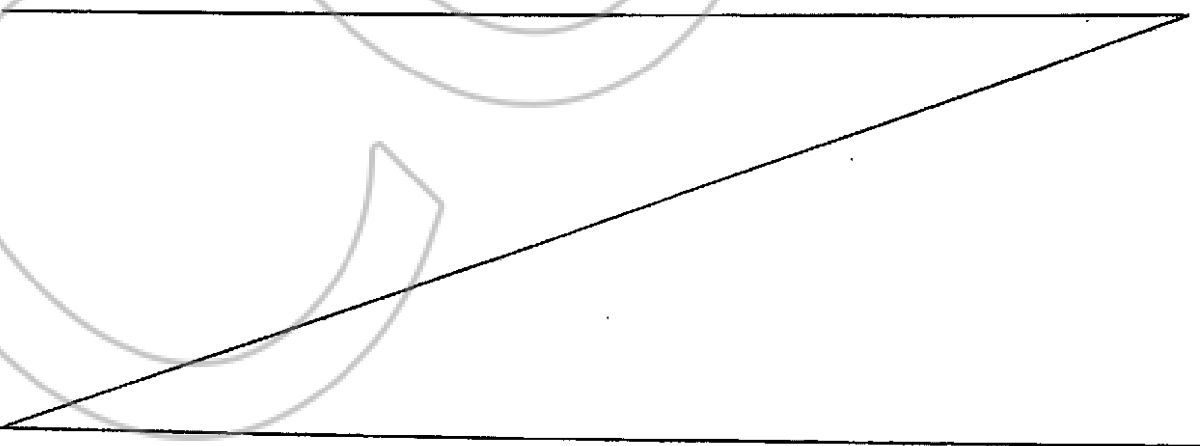
thence S. 67°40'10" W., along said right-of-way line and boundary line, a distance of 12.66 feet; thence S. 55°28'31" W., along said right-of-way line and boundary line, a distance of 33.53 feet to the point of beginning; said parcel contains an area of 536 square feet (0.01 of an acre).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.

The above described temporary rights shall commence on May 1, 2014 and shall continue through and include the termination date of April 30, 2015. GRANTEE shall terminate the temporary easement by recording a Notice of Termination upon 30 days of completion of the work. If no Notice of Termination is recorded by April 30, 2015, then Grantee grants to Grantor limited power of attorney to execute any such documents on its behalf to cause it to be removed as an exception to title.

It is mutually agreed that both GRANTOR AND GRANTEE shall use said easement in such a manner as not to interfere unreasonably with the rights of the other.

The terms of that Public Highway Agreement executed by Grantor and Grantee are incorporated by reference as if wholly set forth herein.



TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns for the term of this temporary easement deed.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

EDGEWOOD VILLAGE, LLC

By: [Signature]  
Manager STUART JAGEN

If signer shall be a corporation, trust, partnership or other unnatural person, an authorized person must sign on behalf of the signer. The agreement must be executed by the person approved by the bylaws, articles, or a certified, stamped copy of a resolution of the board of directors as provided with the executed agreement.

State of Nevada  
County of \_\_\_\_\_

*see attached*

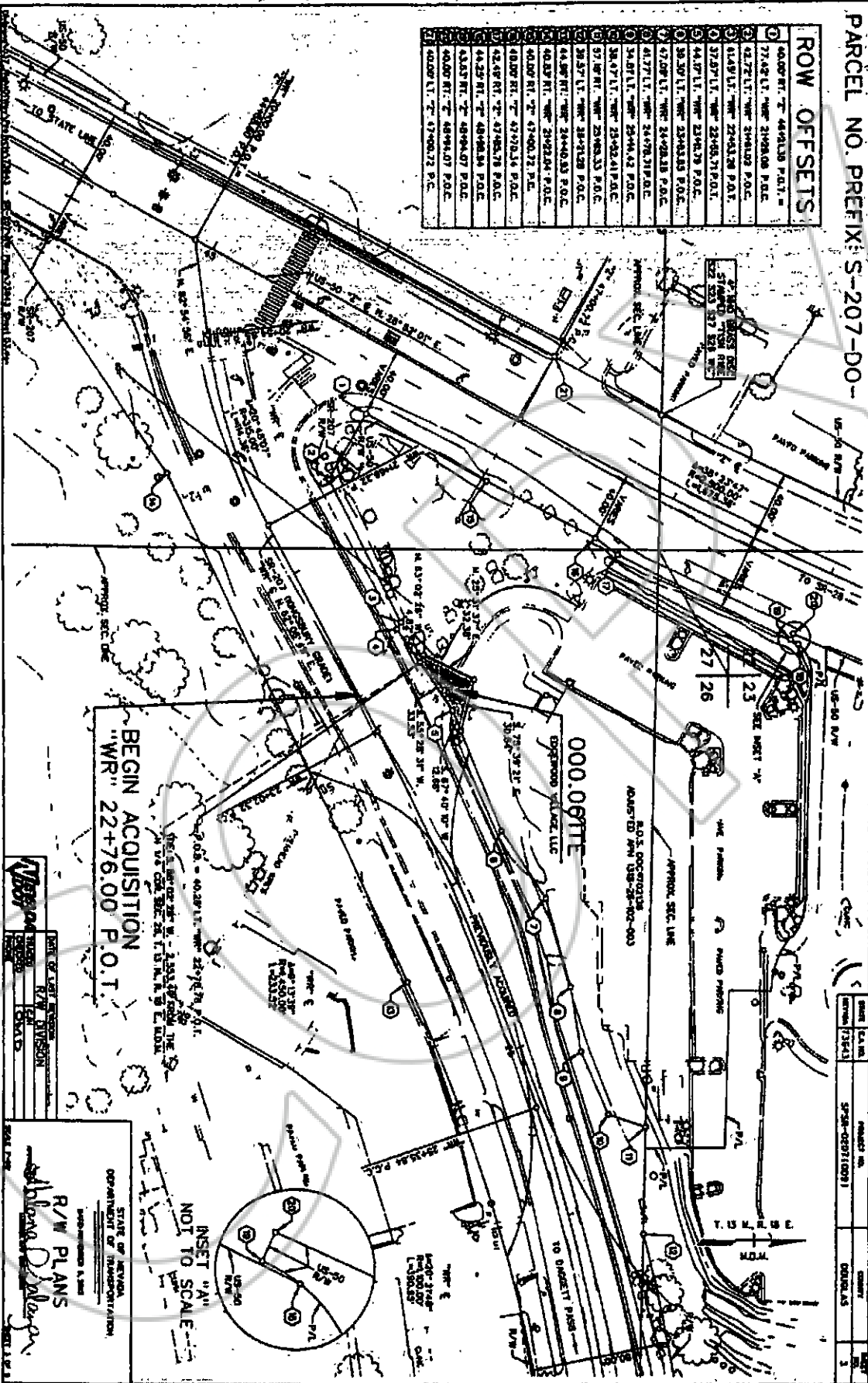
This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
Notary

# EXHIBIT "A"

PARCEL NO. PREFIX: S-207-DO-

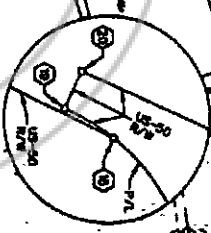
ROW	OFFSETS
1	4000 RT. - 4400 LB. P.O.T. -
2	3200 RT. - 2100 LB. P.O.C.
3	4400 RT. - 2200 LB. P.O.C.
4	3200 RT. - 2300 LB. P.O.T.
5	4400 RT. - 2300 LB. P.O.C.
6	4100 RT. - 2400 LB. P.O.C.
7	4100 RT. - 2400 LB. P.O.C.
8	3400 RT. - 2400 LB. P.O.C.
9	3400 RT. - 2400 LB. P.O.C.
10	3200 RT. - 2400 LB. P.O.C.
11	3200 RT. - 2400 LB. P.O.C.
12	4000 RT. - 2400 LB. P.O.C.
13	4000 RT. - 2400 LB. P.O.C.
14	4000 RT. - 2400 LB. P.O.C.
15	4000 RT. - 2400 LB. P.O.C.
16	4000 RT. - 2400 LB. P.O.C.
17	4000 RT. - 2400 LB. P.O.C.
18	4000 RT. - 2400 LB. P.O.C.
19	4000 RT. - 2400 LB. P.O.C.
20	4000 RT. - 2400 LB. P.O.C.
21	4000 RT. - 2400 LB. P.O.C.
22	4000 RT. - 2400 LB. P.O.C.
23	4000 RT. - 2400 LB. P.O.C.
24	4000 RT. - 2400 LB. P.O.C.
25	4000 RT. - 2400 LB. P.O.C.
26	4000 RT. - 2400 LB. P.O.C.
27	4000 RT. - 2400 LB. P.O.C.
28	4000 RT. - 2400 LB. P.O.C.
29	4000 RT. - 2400 LB. P.O.C.
30	4000 RT. - 2400 LB. P.O.C.
31	4000 RT. - 2400 LB. P.O.C.
32	4000 RT. - 2400 LB. P.O.C.
33	4000 RT. - 2400 LB. P.O.C.
34	4000 RT. - 2400 LB. P.O.C.
35	4000 RT. - 2400 LB. P.O.C.
36	4000 RT. - 2400 LB. P.O.C.
37	4000 RT. - 2400 LB. P.O.C.
38	4000 RT. - 2400 LB. P.O.C.
39	4000 RT. - 2400 LB. P.O.C.
40	4000 RT. - 2400 LB. P.O.C.
41	4000 RT. - 2400 LB. P.O.C.
42	4000 RT. - 2400 LB. P.O.C.
43	4000 RT. - 2400 LB. P.O.C.
44	4000 RT. - 2400 LB. P.O.C.
45	4000 RT. - 2400 LB. P.O.C.
46	4000 RT. - 2400 LB. P.O.C.
47	4000 RT. - 2400 LB. P.O.C.
48	4000 RT. - 2400 LB. P.O.C.
49	4000 RT. - 2400 LB. P.O.C.
50	4000 RT. - 2400 LB. P.O.C.



**BEGIN ACQUISITION**  
"WR" 22+76.00 P.O.T.

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
R/W PLANS  
INVESTMENT 1.300  
SHEET NO. 3

INSET "A"  
NOT TO SCALE



DATE	SCALE	PROJECT NO.	SHEET NO.
06/18/2014	AS SHOWN	SP-207-DO-001	3

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

State of California

County of San Francisco }

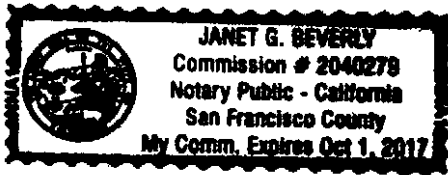
On 4/29/14 before me, Janet G. Beverly, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stuart Sagen  
(Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Individual

Partner —  Limited  General  Partner —  Limited  General

Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_