

Doc Number: **0849797**

09/24/2014 10:45 AM

OFFICIAL RECORDS

Requested By:
GPEG 1 LLC

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 10 Fee: \$ 23.00

Bk: 0914 Pg: 4233



Deputy: ar

APN: 1320-29-401-018
(portion of)

**RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:**

✓ Kenneth W. Anderson, P.E.
Manhard Consulting, LTD
9850 Double R Blvd., Suite 101
Reno, NV 89521

The undersigned hereby affirm(s) that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS)

GRANT OF EASEMENTS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, G Peg II, LLC, a Nevada limited liability company, as "**Grantor**" and owner of that certain real property in the County of Douglas, State of Nevada, described in **Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Servient Property**"), does hereby grant, transfer, deliver and convey to the County of Douglas, a political subdivision of the State of Nevada, and to its successors and assigns forever as "**Grantee**", for the benefit of the public and the County's property, also known as APN 1320-29-301-008 and 1320-29-402-014, (hereinafter referred to as the "**Dominant Property**") located adjacent to the Servient Property, a perpetual, exclusive, easement in gross over and under certain portions of the Servient Property as more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Easement Area**"). Said easements shall be an interest in land for the purpose of the ingress, egress, construction, installation, use, operation, maintenance, repair, improvement and/or replacement of public utility facilities or structures, including but not limited to communication lines; and also for the purpose of ingress, egress, construction, installation, use, operation, maintenance, repair, improvement and/or replacement of a multi-use path and related amenities for the benefit of the general public, including pedestrians and bicyclists, (hereinafter referred to as the Martin Slough Shared Use Path). A portion of the Marin Slough Shared Use Path is generally depicted on the Carson Valley Inn North Parking Lot Improvement Plans, which have been approved by Grantee.

Grantee's rights hereunder are subject to the following, all of which Grantee shall be deemed to have agreed to by its use of the rights granted hereunder:

(A) All covenants, conditions, restrictions, reservations, rights-of-way and easements recorded against the Servient Property prior to or concurrently with this Grant, and all other matters of record or apparent.

(B) Grantee's covenant, evidenced by Grantee's use of the rights conveyed herein, to maintain in good order and repair any improvements related to the easements granted herein, which maintenance shall be performed so as to avoid any unreasonable interference with Grantor's use and enjoyment of the Servient Property, and which maintenance shall include the obligation to restore to its prior condition any surface area, except for surface improvements or facilities constructed or installed as allowed, on the Easement Area damaged in connection with Grantee's activities thereon.

(C) Grantee's covenant, evidenced by Grantee's use of the rights conveyed herein, and subject to NRS Chapter 41 limitations, to defend, protect, indemnify and hold harmless Grantor against any and all damages, losses, expenses, assessments, fines, costs and liabilities (including without limitation, all interest, penalties and attorney's fees) based upon or arising out of any claim of personal injury, property damage, or other claim resulting from Grantee's exercise of its rights hereunder, except to the extent any claim may arise from the negligence or wilful misconduct of the Grantor.

(D) All provisions of this Grant shall be binding upon the successors and assigns of Grantor and Grantee and shall be deemed to run with the Servient Property as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the Servient Property, and to all persons hereafter acquiring or owning any interest therein, however such interest may be obtained.

(E) No breach of any covenant or duty hereunder shall entitle any party to cancel, rescind or otherwise terminate the rights and duties set forth herein, but such limitation shall not affect in any manner any other rights or remedies which may be available to such party at law or in equity.

(F) Except as otherwise expressly set forth herein, no representations or warranties, express or implied, are made as to the fitness, usefulness, or quality of the workmanship or materials used to perform any work hereunder, and that all work performed hereunder, together with all improvements constructed in connection therewith, will be accepted upon completion "AS IS," "WHERE IS," and "WITH ALL FAULTS."

(G) As used herein, the term "Grantor" means only a current owner of fee title to the Servient Property at the time in question. Each Grantor is obligated to perform the obligations of Grantor hereunder only during the time such Grantor owns such title. Any Grantor who transfers all of its interests in the Servient Property is relieved of all liability with respect to the obligations of Grantor hereunder to be performed on or after the date of transfer. Furthermore,

no Grantor hereunder shall be liable at any time to any party for any lost profits, special, incidental, punitive, exemplary or consequential damages.

(H) Public utilities exercising a right hereunder shall hold harmless, indemnify and defend GRANTOR from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act or omission of the public utility. All rights and remedies afforded by this Public Utility Easement shall run with the land, and shall be binding upon the Grantor, its successors, agents and assigns forever.

(I) 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.

(J) 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 and upon due recordation of a writing that references this instrument and that is executed by the Grantor and Grantee, including successors.

(K) 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 instrument.

ACCEPTED AND AGREED:

Dated as of September 17, 2014.


GRANTOR:

G PEG II, LLC
A Nevada Limited Liability Company

By:

Name:

Its:


MICHAEL E. PEGRAM
MEMBER

STATE OF Nevada)
)
COUNTY OF Douglas)

This instrument was acknowledged before me on 9/17, 2014,
by Michael Pogram
as Member
of GPEE II, LLC



Notary Public Eileen Knox

My Commission Expires: 5/1/2016

GRANTEE: Douglas County

By: _____
Doug N. Johnson, Chairman
Board of Commissioners

STATE OF NEVADA)
) ss:
DOUGLAS COUNTY)

On the _____ day of _____, 2014, _____ 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 Easements with full authority on behalf of the Douglas County Board of Commissioners

Notary's Signature

EXHIBIT "A"

"SERVIENT PROPERTY"

All that particular parcel of land situate within the Southwest One-Quarter (SW 1/4) of Section 29, Township Thirteen North (T.13N.), Range Twenty East (R.20E.), Mount Diablo Meridian, Douglas County, Nevada being Adjusted Parcel 1 per Document No. 783461 recorded May 19, 2011 in Book 511, Page 3427 Official Records of Douglas County, Nevada.

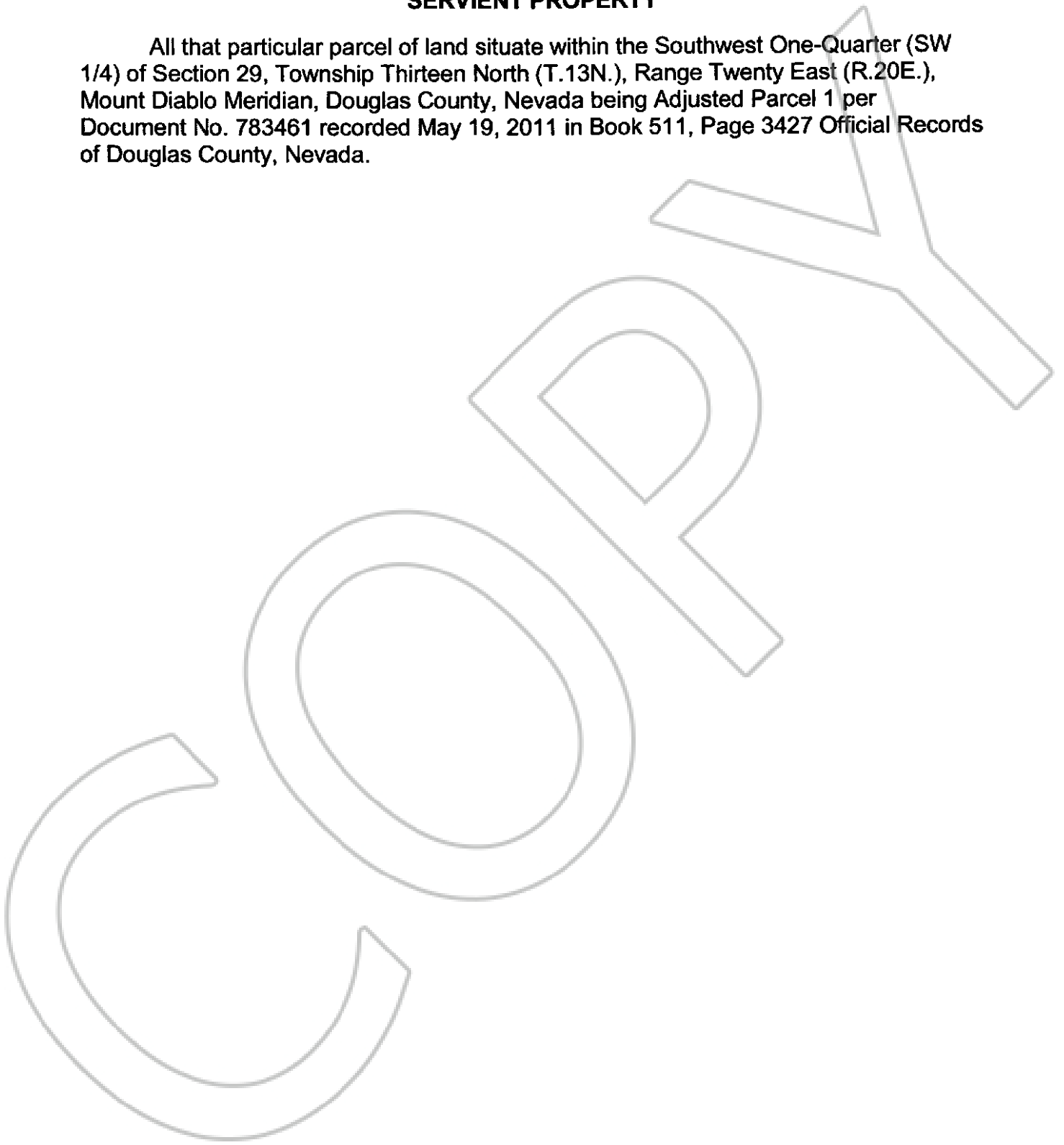


EXHIBIT "B"

LEGAL DESCRIPTION

"EASEMENT AREA"

All that particular easement situate within the Southwest One-Quarter (SW 1/4) of Section 29, Township Thirteen North (T.13N.), Range Twenty East (R.20E.), Mount Diablo Meridian, Douglas County, Nevada being a portion of Adjusted Parcel 1 per Document No. 783461 recorded May 19, 2011 in Book 511, Page 3427 Official Records of Douglas County, Nevada. Said easement being twelve and half feet (12.5') on each side of the following described centerline:

COMMENCING at the Northwest corner of said Adjusted Parcel 1;

THENCE along the North line thereof South 68°20'03" East, 375.10 feet to the **POINT OF BEGINNING**;

THENCE departing said North boundary and along the following eight (8) courses:

- 1) South 03°40'39" East, 21.47 feet to the beginning of a tangent curve to the left;
- 2) 15.18 feet along the arc of a 157.00 foot radius curve through a central angle of 5°32'29";
- 3) South 09°13'08" East, 123.15 feet to the beginning of a tangent curve to the right;
- 4) 9.86 feet along the arc of a 55.00 foot radius curve through a central angle of 10°16'05";
- 5) South 01°02'57" West, 160.18 feet to the beginning of a tangent curve to the left;
- 6) 66.05 feet along the arc of a 105.00 foot radius curve through a central angle of 36°02'29";
- 7) South 34°59'33" East, 16.97 feet to a point furthermore referred to as **"POINT A"**;

8) South $34^{\circ}59'33''$ East, 52.19 feet to Northerly top back of curb of the existing improvements and the **POINT OF TERMINUS**.

The sidelines of said easement are to begin at the aforementioned North boundary of said Adjusted Parcel 1 and end at the Northerly top back of curb of the existing improvements.

ALSO BEGINNING at said "**POINT A**"

THENCE along the following thirteen (13) courses:

- 1) North $55^{\circ}10'34''$ East, 88.44 feet to the beginning of a tangent curve to the right;
- 2) 105.12 feet along the arc of a 105.00 foot radius curve through a central angle of $57^{\circ}21'42''$;
- 3) South $67^{\circ}27'44''$ East, 51.35 feet to the beginning of a tangent curve to the right;
- 4) 36.49 feet along the arc of a 244.00 foot radius curve through a central angle of $8^{\circ}34'07''$ to a point of reverse curvature;
- 5) 52.78 feet along the arc of a 536.80 foot radius curve through a central angle of $5^{\circ}38'00''$;
- 6) South $64^{\circ}31'37''$ East, 98.49 feet to the beginning of a tangent curve to the right;
- 7) 49.15 feet along the arc of a 730.00 foot radius curve through a central angle of $3^{\circ}51'27''$;
- 8) South $60^{\circ}40'10''$ East, 103.53 feet to the beginning of a tangent curve to the left;

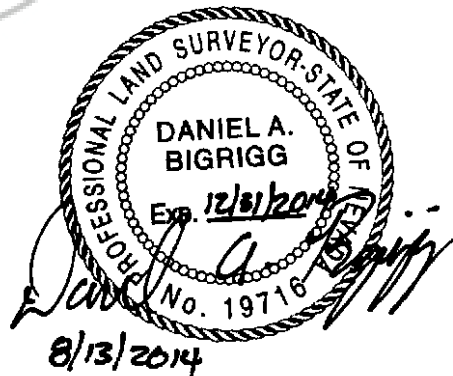
- 9) 83.65 feet along the arc of a 1000.00 foot radius curve through a central angle of 4°47'35";
- 10) South 65°27'45" East, 59.42 feet to the beginning of a tangent curve to the left;
- 11) 105.94 feet along the arc of a 105.00 foot radius curve through a central angle of 57°48'29";
- 12) North 56°43'46" East, 19.98 feet to the beginning of a tangent curve to the right;
- 13) 64.69 feet along the arc of a 105.00 foot radius curve through a central angle of 35°18'03" to the aforementioned North boundary of said Adjusted Parcel 1 and the **POINT OF TERMINUS** bearing North 62°38'42" West, 388.59 feet to the Northeast corner of said Adjusted Parcel 1.

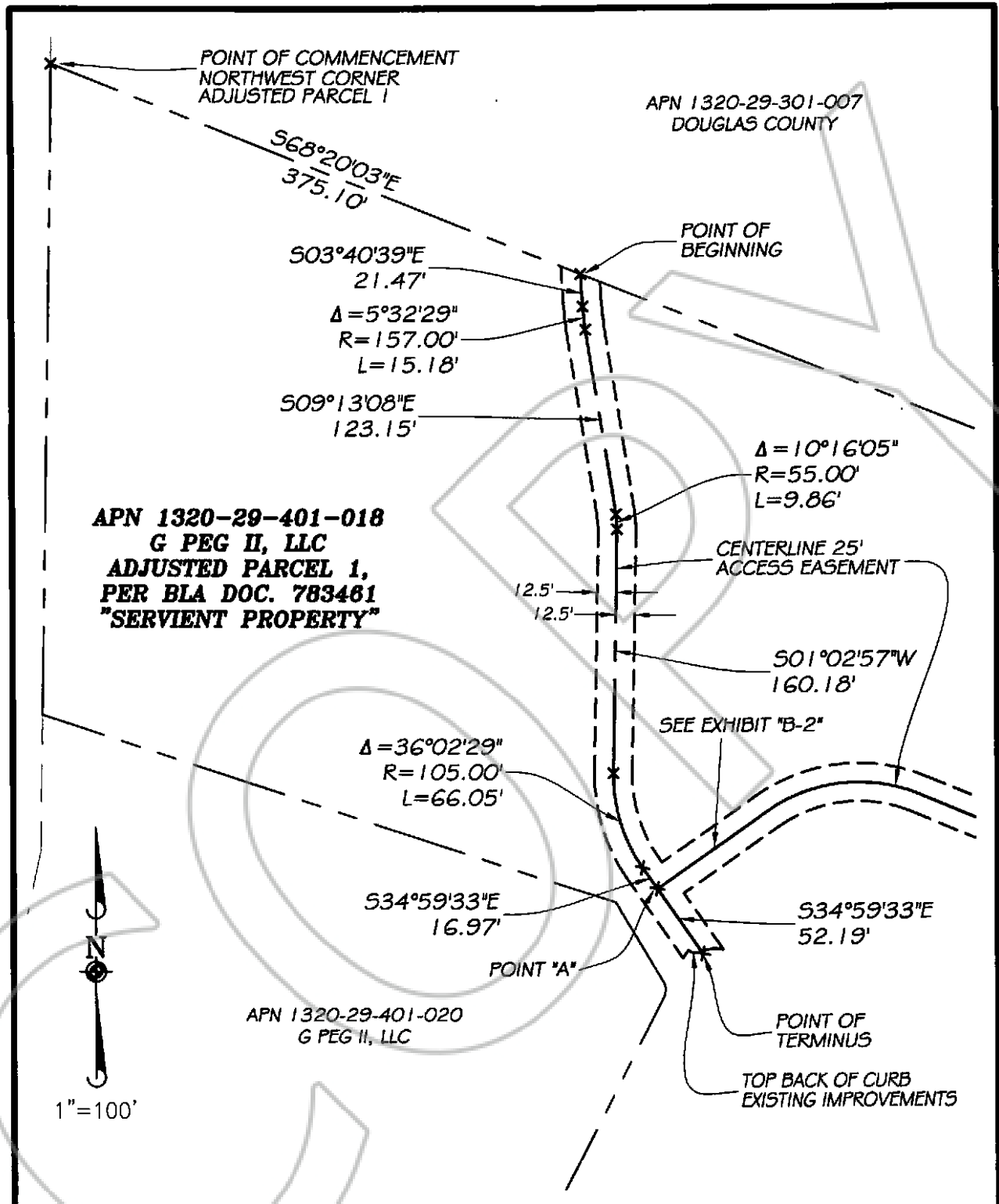
The sidelines of said easement are to begin at the sidelines created by the first centerline segment and end on the aforementioned North boundary of said Adjusted Parcel 1.

The basis of bearings for this description are identical to Record of Survey File No. 756590 recorded January 4, 2010 in Book 110, Page 307 of Official Records of Douglas County, Nevada.

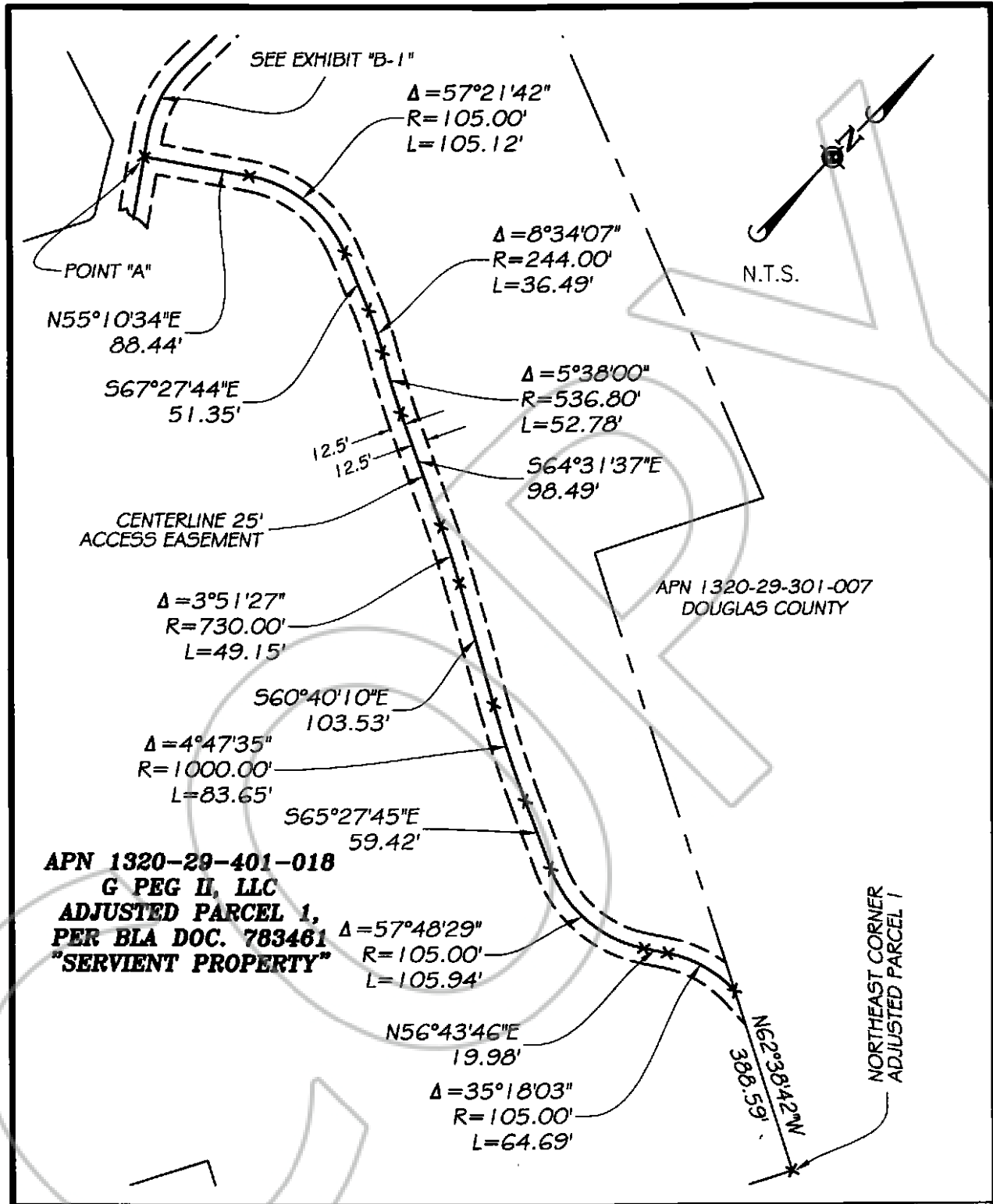
See Exhibit "B-1" and "B-2" attached hereto and made a part hereof.

Legal description prepared by:
Daniel A. Bigrigg P.L.S. 19716
Manhard Consulting, Ltd.
9850 Double R. Boulevard, Suite 101
Reno, Nevada 89521





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|--|--|---|
| EXHIBIT "B-1" | DOUGLAS COUNTY, NEVADA | 25' ACCESS EASEMENT |
| PROJ. NO. <u>KA</u> DRAWN BY: <u>DAB</u> DATE: <u>7/1/14</u> SCALE: <u>N.T.S.</u> | Manhard CONSULTING LTD Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers Environmental Scientists • Landscape Architects • Planners • Construction Managers 9850 Double R Blvd, Suite 101 • Reno, NV 89521 • 775.746.3500 • 775.746.3520 FX • www.manhard.com | © 2007 ALL RIGHTS RESERVED SHEET 1 OF 2 CVIDCN2 |



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|--|--|---|
| EXHIBIT "B-2" | DOUGLAS COUNTY, NEVADA | 25' ACCESS EASEMENT |
| PROJ. NO. <u>KA</u> DRAWN BY: <u>DAB</u> DATE: <u>7/1/14</u> SCALE: <u>N.T.S.</u> | Manhard CONSULTING LTD Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers Environmental Scientists • Landscape Architects • Planners • Construction Managers 8850 Double R Blvd, Suite 101 • Reno, NV 89521 • 775.746.3500 • 775.746.3520 FX • www.manhard.com | © 2007 ALL RIGHTS RESERVED SHEET 2 OF 2 CVIDCN2 |