

Assessor's Parcel Number: 1318-22-002-104  
(portion of)

Date: APRIL 20, 2015

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT

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

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

Real Property Transfer Tax: \$ N/A

DOUGLAS COUNTY, NV **2015-860617**  
This is a no fee document  
NO FEE **04/21/2015 08:49 AM**  
COMMUNITY DEVELOPMENT Pgs=7



00012194201508606170070075

KAREN ELLISON, RECORDER

TEMPORARY CONSTRUCTION EASEMENT #2015.074

(Title of Document)

APN: 1318-22-002-104  
(portion of)

WHEN RECORDED, PLEASE MAIL TO:

Douglas County, Nevada  
Community Development  
Attn: Erik Nilssen  
P.O. Box 218  
Minden, NV 89423

FILED  
NO. 2015.074  
2015 APR 20 AM 11:17  
DOUGLAS COUNTY  
CLERK  
BY *[Signature]*

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)

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement ("Grant") is made effective upon the date of the last signature to this Grant, by and between the Kingsbury General Improvement District ("KGID"), a special district created pursuant to NRS Chapter 318 ("Grantee"), and DOUGLAS COUNTY, a political subdivision of the State of Nevada, ("Grantor").

A. Grantor desires to grant, and Grantee desires to accept, as authorized by NRS Chapters 277 and 244, and in furtherance of the KGID Water Treatment Plant Relocation Project, a temporary ("Temporary Easement") over a portion of certain real property owned by Douglas County more particularly described as Parcel 2 of the Parcel Map for Meadow Brook Associates, LP recorded as Document 629016, APN 1318-22-002-104 ("Property") for the right to access and use of the Property for installation or construction of a security wall or fence and related appurtenances associated with the KGID Water Treatment Plant Relocation Project ("WTP Project") located on the adjoining parcel, APN 1318-22-002-002, as described in greater detail below.

NOW THEREFORE, Grantor and Grantee agree as follows:

1. Grant of Temporary Construction Easement. The Grantor hereby grants and conveys to Grantee, a 10' wide 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.
2. Purpose of the Temporary Easement. The Temporary Easement is associated with the KGID Water Treatment Plant Relocation and is necessary to allow ingress and egress for the installation or construction of a security wall or fence and related appurtenances associated with the WTP Project on property adjacent to the Grantor's Property in accordance with the terms and conditions of this Grant.
3. Compliance with Restrictions and Laws. Grantee hereby agrees to comply with all local, state, Tahoe Regional Planning Agency permits, regulations, ordinances and laws in exercising its

rights. Grantee acknowledges the Property is part of the Meadow Brook Project Area Plan and is subject to Deed Restrictions for public use and has no land coverage or development rights per Recorded Documents, #645914, 636545 and 636546. Grantee agrees its use of the Temporary Easement will not violate the Deed Restrictions or terms of the Project Area Plan.

4. Effective and Termination Dates. The Temporary Easement is effective as of the date of the last signatory. The Temporary Easement will automatically terminate and be of no further force or effect as to Grantee upon the earlier of: the security wall or fence associated with the WTP Project being actually constructed or installed by the Grantee or upon the expiration of 18 months from the effective date. 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.

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. 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. 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 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, except to the extent such a Claim may arise from the negligence or willful misconduct of Grantor.

9. 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.



**EXHIBIT A**  
**10' WIDE TEMPORARY CONSTRUCTION EASEMENT**

**LEGAL DESCRIPTION**

A temporary construction easement over and across a portion of Parcel 2 of Parcel Map LDA 03-088, Document Number 629016, Book 1104, Page 5494 of the Official Records of Douglas County, Nevada situate within the Southeast One-quarter (1/4) of Section 22, Township 13 North, Range 18 East, Mount Diablo Meridian being more particularly described as follows:

**Beginning** at the Southwesterly corner of the aforementioned Parcel 2 thence along the Westerly line of said Parcel 2 North 29°36'26" East a distance of 261.56 feet; thence departing said Westerly line South 60°15'23" East a distance of 10.00 feet; thence South 29°36'26" West 261.64 feet to the Southerly line of said Parcel 2; thence along said Southerly line North 59°54'45" West a distance of 10.00 feet more or less to the **Point of Beginning**.

Containing 2,616 square feet of land more or less.

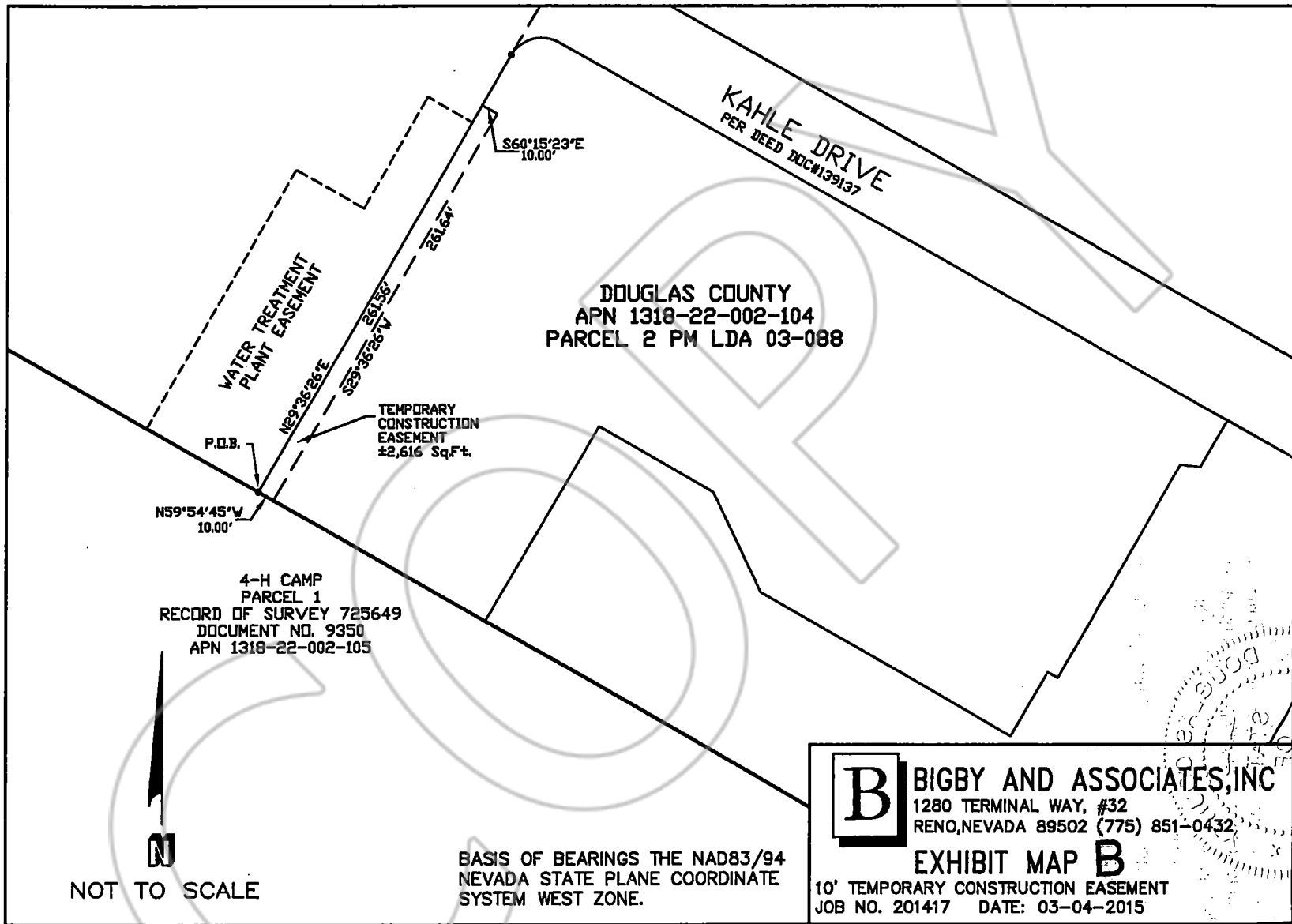
See Exhibit Map A-1 attached hereto and made a part of this description by reference.

The basis of bearings for this description being the NAD83/94 Nevada State Plane Coordinate System West Zone.

Prepared by;

Gregory A. Bigby, PLS 9102  
Bigby and Associates, Inc.  
1280 Terminal Way #32  
Reno, Nevada 89502





**KAHLE DRIVE**  
 PER DEED DOC#139137

**DOUGLAS COUNTY**  
 APN 1318-22-002-104  
 PARCEL 2 PM LDA 03-088

**WATER TREATMENT  
 PLANT EASEMENT**

**TEMPORARY  
 CONSTRUCTION  
 EASEMENT  
 ±2,616 Sq.Ft.**

**N59°54'45"W  
 10.00'**

**S60°15'23"E  
 10.00'**

**P.O.B.**

**4-H CAMP  
 PARCEL 1  
 RECORD OF SURVEY 725649  
 DOCUMENT NO. 9350  
 APN 1318-22-002-105**



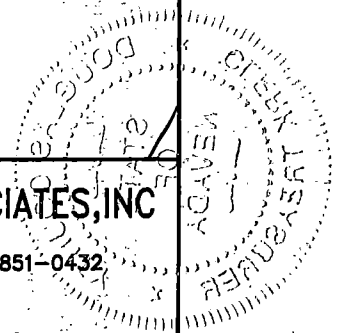
**NOT TO SCALE**

**BASIS OF BEARINGS THE NAD83/94  
 NEVADA STATE PLANE COORDINATE  
 SYSTEM WEST ZONE.**

**B** **BIGBY AND ASSOCIATES, INC**  
 1280 TERMINAL WAY, #32  
 RENO, NEVADA 89502 (775) 851-0432

**EXHIBIT MAP B**

**10' TEMPORARY CONSTRUCTION EASEMENT  
 JOB NO. 201417 DATE: 03-04-2015**



COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

20th day of April, 2015

By [Signature] Deputy

