

Assessor's Parcel Number: 1319-15-000-013
(a portion of)

Date: NOVEMBER 29, 2017

Recording Requested By:

Name: CAREY ROSSER, DA'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

**GRANT OF TEMPORARY CONSTRUCTION
EASEMENT #2017.226**

(Title of Document)

FILED

NO. 2017.224

2017 NOV 29 PM 12: 59

DOUGLAS COUNTY
CLERK

[Signature]
DEPUTY

APN: 1319-15-000-013 (a portion of)

RECORDED AT THE REQUEST OF:

Carey Rosser
Douglas County, Nevada
District Attorney's Office
Post Office Box 218
Minden, Nevada 89423

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

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT
(With Expiration Date as Noted Herein)**

DAA HOLDINGS, LLC, a Nevada Limited-Liability Company; DOJYCE HOLDINGS, LLC, a Nevada Limited-Liability Company; PJOYCE HOLDINGS, LLC, a Nevada Limited-Liability Company; and RCD HOLDINGS, LLC, a Nevada Limited-Liability Company (collectively "Grantors"), for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and each of them on behalf of itself, its successors and assigns, grants and conveys to DOUGLAS COUNTY, a political subdivision of the State of Nevada (hereinafter referred to as "Grantee"), a Temporary Construction Easement over, under, through and across a portion of the real property commonly known by Douglas County Assessor's Parcel Number 1319-15-000-013 and more specifically described in Exhibit "A," and depicted in Exhibit "A-1," for the purpose of drilling a test water well and installing a permanent water well, and more specifically:

1. To construct, drill, test, install, operate, inspect, maintain, add to, and remove underground pipelines; a cold-water test well; a permanent cold-water well; other water facilities, as defined by Douglas County Code; electrical wire, cables, and conduits; other electrical fixtures, apparatus and improvements as may be required for the operation of the test well and permanent well (collectively, the "Well Facilities"), upon, over, under and through the property legally described in Exhibit "A" attached hereto and by this reference made a part of this Grant of Temporary Construction Easement (hereinafter "Temporary Easement Area");
2. To discharge water from the Well Facilities during testing of the permanent well. Such discharge will be directed within the Easement Area to the drainage culvert that runs perpendicular to and under Foothill Road. The County shall obtain all required Permits prior to discharging water from the Well Facilities.
3. To remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Temporary Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the

Temporary Easement Area, provided that prior to the occurrence of the foregoing, Grantee shall provide Grantor with notice of the anticipated activities;

4. For the unrestricted passage of vehicles and pedestrians within, on, over and across the Temporary Easement Area for the purpose of accomplishing the tasks described in this document; and for the unrestricted contiguous ingress and egress of such vehicles and pedestrians along and through the Property to and from the Temporary Easement Area; and
5. To perform final cleanup of the Temporary Easement Area for the purpose of restoring, the pre-existing elevation and returning the property to its pre-existing condition, it being agreed that the subject property will be hand raked and that all displaced rocks of more than 3 inches in diameter shall be removed from the surface of the property.

DURING THE TERM OF THIS TEMPORARY CONSTRUCTION EASEMENT, the Parties promise and agree as follows:

- A. **Hold Harmless.** Grantee agrees to hold harmless Grantors from any injury, insurance claim, or other claim arising from Grantee's exercise of any right granted to Grantee pursuant to this Grant of Temporary Construction Easement subject, however, to Grantors' providing written notice of such potential injury or claim to Grantee within 14 business days of Grantors' receipt of facts giving rise to the claim. Further, Grantee will be responsible for any damages, proximately caused by Grantee's negligent use of or activities on the Temporary Easement Area, to any tangible personal property or improvements owned by Grantors located on the Temporary Easement Area as of the date Grantors sign this Grant of Temporary Construction Easement.
- B. **Surface Condition.** Grantee agrees to bring the ground surface back to similar elevation and condition as existed prior to Grantee's use after installation of the Well Facilities, it being agreed that the subject property will be hand raked and that all displaced rocks of more than 3 inches in diameter shall be removed from the surface of the property.
- C. **Insurance.** Grantee agrees that it, its contractors and any subcontractors employed by or on behalf of Grantee, shall maintain both general liability and worker's compensation insurance coverage for any and all operations to be conducted within or upon the Temporary Construction Easement Area. Upon request, Grantee and its contractors and subcontractors shall supply Grantor with a certificate of insurance related to the foregoing specifying the Grantor as a coinsured/co-loss payee thereunder.
- D. **Controlling Law.** The Parties agree that the laws of the State of Nevada shall govern the interpretation and enforcement of this Temporary Construction Easement. Grantor and Grantee agree that the Ninth Judicial District Court, located in Douglas County Nevada, will be the forum for any litigation arising as a result of this Agreement. Grantor and Grantee shall bear their own attorney's fee, in any dispute regarding or arising from this Temporary Construction Easement.

- E. **Successors.** The Parties agree that the covenants, terms, conditions and restrictions of this Easement will be binding upon, and inure to the benefit of, the Parties hereto and their respective personal representatives, heirs, successors and assigns and will continue as a servitude running with the land as described in the Exhibits.
- F. **Authority.** The person or persons executing this instrument on behalf of Grantors and Grantee each hereby represent that they have the authority to bind Grantors or Grantee, respectively, to the terms and conditions set forth herein.

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT shall become effective on the date it has been signed by all Parties and it shall terminate and become void upon the completion of the installation of the new cold-water well and in no event later than Three Hundred and Sixty-Five (365) days after the date on which it becomes effective. Thereafter, this instrument shall have no further effect.

GRANTORS each hereby individually represent that this GRANT OF TEMPORARY CONSTRUCTION EASEMENT has been duly executed and constitutes a valid, binding and enforceable obligation.

IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

GRANTOR:

DAA Holdings, LLC

Signature: _____
 Darren A. Abbott, Manager

STATE OF Missouri)
 COUNTY OF Way)

This instrument was acknowledged before me, a Notary Public, on the 24TH day of OCTOBER, 2017, by **Darren Abbott, Manager DAA Holdings, LLC.**

Notary Signature _____



PAUL BECK
 My Commission Expires
 July 21, 2020
 Christian County
 Commission #12603748

GRANTOR:

RCD Holdings, LLC

Signature: [Signature]
Richard C. Dowdell, Manager

STATE OF Missouri)
COUNTY OF WANEY)

This instrument was acknowledged before me, a Notary Public, on the 24TH day of OCTOBER, 2017, by **Richard C. Dowdell, Manager RCD Holdings, LLC.**

Notary Signature [Signature]



PAUL BECK
My Commission Expires
July 21, 2020
Christian County
Commission #12603748

GRANTOR:

DJOYCE Holdings, LLC

Signature: [Signature]
Dawn Joyce, Manager

STATE OF Missouri)
COUNTY OF WANEY)

This instrument was acknowledged before me, a Notary Public, on the 24TH day of OCTOBER, 2017, by **Dawn Joyce, Manager DJOYCE Holdings, LLC.**

Notary Signature [Signature]



PAUL BECK
My Commission Expires
July 21, 2020
Christian County
Commission #12603748

GRANTOR:

PJOYCE Holdings, LLC

Signature: [Handwritten Signature]
Joseph P. Joyce, Manager

STATE OF Missouri)
COUNTY OF Taney)

This instrument was acknowledged before me, a Notary Public, on the _____ day of _____
October, 2017, by **Joseph P. Joyce, Manager PJOYCE Holdings, LLC.**

Notary Signature: [Handwritten Signature]



PAUL BECK
My Commission Expires
July 21, 2020
Christian County
Commission #12603748

GRANTEE:

DOUGLAS COUNTY

Signature: [Handwritten Signature]
William B. Penzel, Chairman
Board of County Commissioners

Attest: [Handwritten Signature]
Kathy Lewis, Douglas County Clerk

Exhibit A

Legal description of the Temporary Easement Area

[See Attached – 1 page]

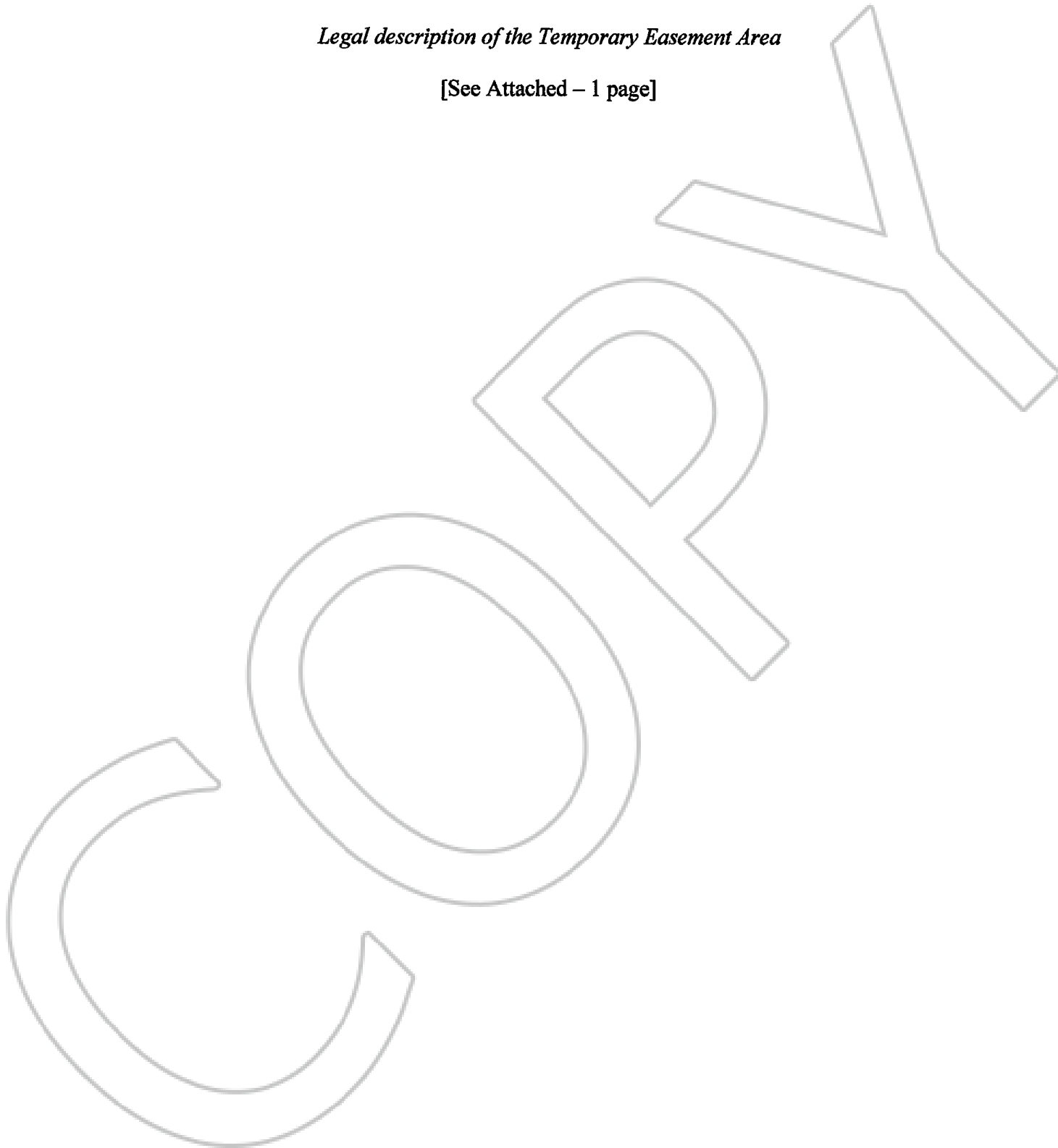


EXHIBIT "A"
LEGAL DESCRIPTION FOR
TEMPORARY CONSTRUCTION EASEMENT

All that certain real property situate within a portion of the Southeast One-Quarter (SE 1/4) of Section Fifteen (15), Township Thirteen (13) North, Range Nineteen (19) East, Mount Diablo Meridian, City of Genoa, County of Douglas, State of Nevada, being a portion of Parcel D as shown on Subdivision Map No. 501638, Book 1000, Page 3464, recorded on October 19th, 2000, in the Official Record of Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the south one-quarter (s 1/4) corner of said Section 15, being a found 3" brass cap stamped S15/S22 1/4 COR.;

THENCE departing said corner, North 07°03'42" East, a distance of 1,339.44 feet to the northeasterly corner of said Parcel D, being on the westerly right-of-way of Foothill Road as shown on said subdivision map, also being the **POINT OF BEGINNING**;

THENCE departing said corner and along said westerly right-of-way, South 25°03'57" East, a distance of 131.10 feet;

THENCE departing said westerly right-of-way, South 69°38'09" West, a distance of 223.87 feet to the westerly line of said Parcel D, also being the center of section line of said Section 15;

THENCE along said westerly line, North 00°31'21" East, a distance of 100.00 feet;

THENCE departing said westerly line and said center of section line, North 76°38'51" East, a distance of 104.60 feet;

THENCE North 25°10'02" West, a distance of 76.00 feet to the northerly line of said Parcel D;

THENCE along said northerly line, North 87°27'48" East, a distance of 84.06 feet to the **POINT OF BEGINNING**.

Containing 22,135 square feet of land, more or less.

See Exhibit "A-1", plat to accompany description, attached hereto and made a part hereof.

Prepared by:
Farr West Engineering
5510 Longley Lane
Reno, NV. 89511



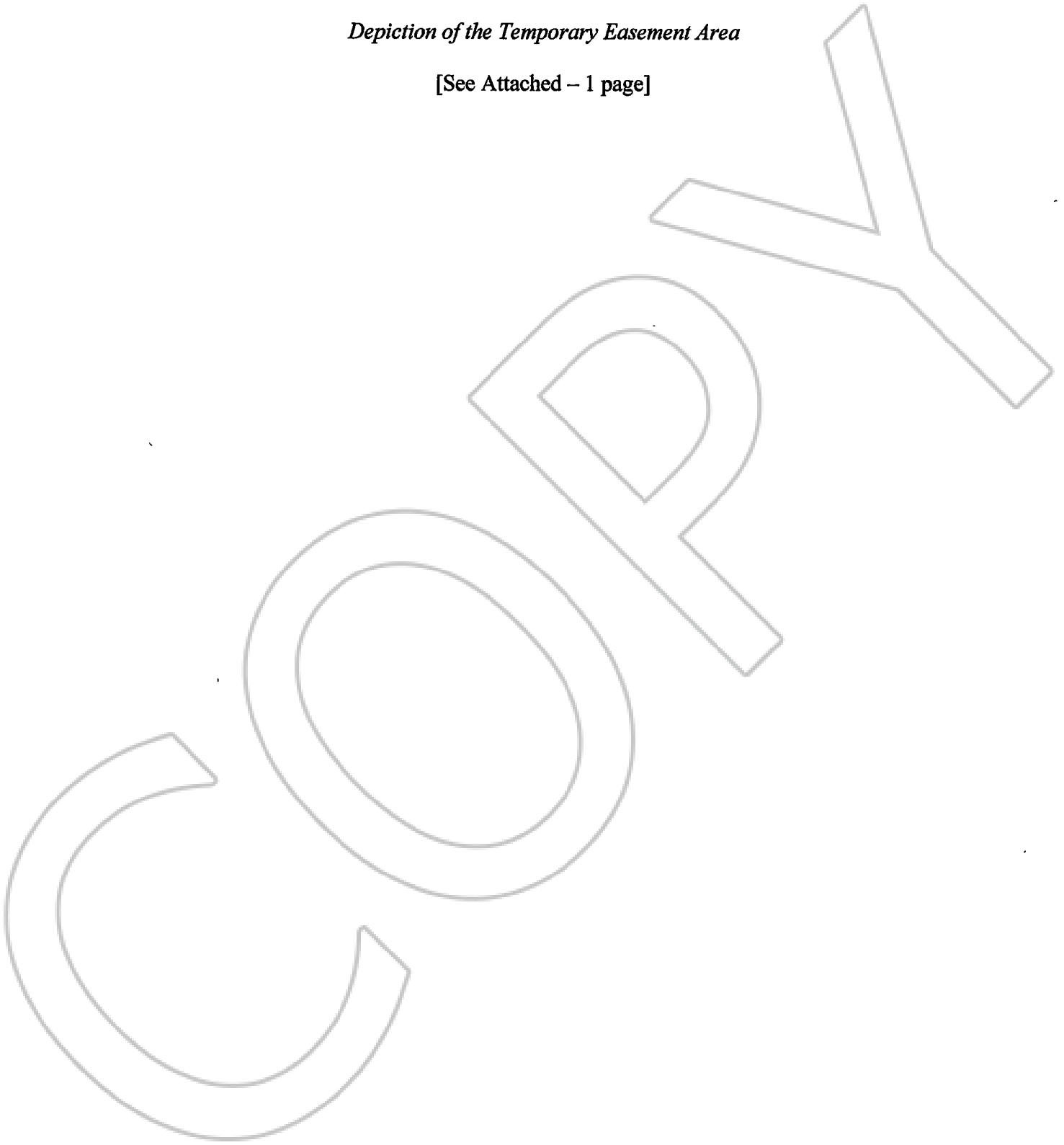
9-27-2017

Jason E. Caster, P.L.S.,
Nevada Certificate No. 19338

Exhibit A-1

Depiction of the Temporary Easement Area

[See Attached – 1 page]



TEMPORARY CONSTRUCTION EASEMENT

BEING A PORTION OF THE SE 1/4 OF SECTION 15
TOWNSHIP 13 NORTH, RANGE 19 EAST, M.D.M
GENOA DOUGLAS COUNTY NEVADA

1319-15-000-009
THE NATURE CONSERVANCY

P.O.B.

FOOTHILL ROAD (S.R. 206)

1319-00-001-001
U.S.F.S.
CENTER OF SECTION LINE

100.00'

N00°31'21"E

N76°38'51"E 104.60'

N87°27'48"E 84.06'

N25°10'02"W 76.00'

S25°03'57"E 131.10'

R/W

TEMPORARY CONSTRUCTION
EASEMENT AREA = 22,135 S.F.±

N07°03'42"E 1339.44'

S69°38'09"W 223.87'

1319-15-000-013
DAA HOLDINGS, LLC et. al.
PARCEL D - R.O.S. NO. 501638



1"=40'

P.O.C. FND. 3' BRASS CAP
STAMPED S15/S22 1/4 COR

FARR WEST
ENGINEERING

5510. LONGLEY LANE
RENO, NEVADA 89511
PHONE: (775) 851-4788
FAX: (775) 851-0766

EXHIBIT A-1
PLAT TO ACCOMPANY
DESCRIPTION

GENOA DOUGLAS COUNTY NEVADA

JOB NO. 1324
SHEET 1 OF 1

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

22nd day of June, 2011

By [Signature] Deputy