

Assessor's Parcel Number: 1319-15-000-013

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 PERMANENT EASEMENT  
AND AGREEMENT #2017.227**

(Title of Document)

FILED

NO. 2017.227

2017 NOV 29 PM 1:08

APN: 1319-15-000-013

**Recording Requested by and  
When Recorded Mail To:**

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

DOUGLAS COUNTY  
CLERK  
*[Signature]*  
RECORDED

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 PERMANENT EASEMENT AND AGREEMENT**

This Grant of Permanent Easement and Agreement (the "Agreement") is made and entered into this 16th day of November, 2017, by and between 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") and DOUGLAS COUNTY, a political subdivision of the State of Nevada (the "Grantee"). Grantors and Grantee are at times collectively referred to as the "Parties" or individually as the "Party."

RECITALS

WHEREAS, Grantors own, as tenants in common, a parcel of real property in Douglas County and commonly known by Douglas County Assessor's Parcel Number 1319-15-000-013 (the "Parcel");

WHEREAS, On June 5, 2003, a previous owner of the Parcel, Walley's Partners Limited Partnership, entered into a Water System Dedication Agreement with Grantee (Douglas County Recorder Document Number 580226), which, in part, dedicated and transferred unto Grantee any and all ownership, operation, and maintenance of certain water facilities located upon the Parcel;

WHEREAS, Grantee has, since 2003, continuously operated the public water system infrastructure upon the Parcel within an area consisting of approximately 4,000 square feet, and approximately consisting of the western half of the area described in **Exhibit "A,"**

WHEREAS, Grantee desires to utilize approximately 4,000 additional square feet of the portion of the Parcel, for a total area of approximately 8,000 square feet, more particularly described on **Exhibit "A"** and depicted on **Exhibit "A-1,"** both of which are attached hereto and made a part hereof ("Easement Area") to construct, install, maintain, repair, replace, reconstruct, alter, inspect, and operate a water well, meters, underground pipelines, mains, and other water facilities as defined by Douglas County Code, security fencing, electrical conduits, and other

related infrastructure (hereinafter "Facilities") for the purpose of extracting and conveying water, and appurtenances thereto, over, across, under and through the Easement Area; and

WHEREAS, the Parties desire to consolidate the documentation with respect to the existing and expanding easement areas;

NOW THEREFORE, and in consideration of the mutual covenants, conditions and promises described herein, Grantor and Grantee agree as follows:

1. **Recitals.** The recitals above are true and correct and are hereby incorporated by reference.
2. **Grant of Easement.** Grantor hereby grants unto Grantee an exclusive easement for the use and purpose defined within the Recitals.
3. **Right of Access.** Grantee shall have ingress and egress to the above-described Easement Area across that portion of Grantor's property that does not otherwise interfere with Grantor's business operations that Grantor might reasonably identify from time to time for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing, adding to and operating the Facilities.
4. **Condition of Easement.** The easement is granted in its AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS, and Grantor has not agreed to undertake any improvements or other work to make the Easement Area suitable for Grantee's intended use, except as may be otherwise expressly provided herein.
5. **Obstructions.** Grantee shall have the right to remove or clear any and all buildings, fences, structures, combustible materials, trees, brush, debris, or any other obstruction from said easement, which in the reasonable judgment of Grantee may interfere with or endanger the altering, maintaining, inspecting, repairing, reconstructing and operating of said utility Facilities.
6. **Grantor's use of Easement Area.** Grantor shall not erect or construct, nor permit to be erected or constructed any buildings, fences or structures, nor permit any activity within the easement area which in the reasonable judgment of Grantee is inconsistent with Grantee's use of said easement, provided however that Grantor may request to construct fencing, parking or other nonpermanent facilities, buildings or improvements within the subject easement area and Grantee shall not unreasonably withhold such permission if the requested improvements do not interfere with Grantee's use of the easement area, as described herein Any such improvements or buildings shall be subject to Paragraph 5, above.
7. **Damage to Property.** Grantee is responsible for any and all damages to personal or real property, or injuries or death to persons, and related claims and actions, caused by Grantee in altering, maintaining, inspecting, repairing, reconstructing and operating the Facilities. Grantee shall always maintain a policy of casualty and

liability insurance with regard to said easement and all construction and development activities that might occur thereon. Grantee shall deliver to Grantor upon request a certificate of the existence of said insurance that shall identify Grantor as a coinsured/co-loss payee.

8. **Liens.** Grantee shall not permit any claim, lien or other encumbrance arising from the construction, operation, adding to, modifying, maintaining and removal of the Utility Facilities or Grantee's use of the Easement to accrue against or attach to the Property or the interest of Grantor in the Parcel.
9. **Notice.** Any communication, notice or demand of any kind whatsoever that either party may be required or may desire to give to or serve upon the other shall be in writing, addressed to the Party at the address set forth below.

- a. If to Grantors:

The Corporation Trust Company of Nevada  
Attn: DAA HOLDINGS, DOJYCE HOLDINGS, PJOYCE HOLDINGS,  
and RCD HOLDINGS  
701 S. Carson Street, Suite 200  
Carson City, Nevada 89701

- b. If to Grantees:

Douglas County Nevada  
Attn: Public Works Director  
P.O. Box 218  
Minden, Nevada 89423

10. **Miscellaneous.**

- a. **Successors and Assigns.** The terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
- b. **Applicable Law.** This Agreement, its interpretation and performance, the relationship between the parties, and any disputes arising from or relating to any of the foregoing, shall be governed, construed, interpreted and regulated under the laws of Nevada, without regard to principles of conflict of laws.
- c. **Venue, Jurisdiction.** The parties agree that any legal action or other proceeding relating to this Agreement which may be brought by one party against the other party in a court of law shall be commenced and prosecuted in the courts of the State of Nevada, County of Douglas, and each party further irrevocably consents to the jurisdiction of such courts, which shall be the exclusive and only proper forum for adjudicating such a claim.

- d. Entire Agreement. This Agreement, together with the attached exhibits, constitutes the entire agreement between the parties with respect to the subject of this Grant of Permanent Easement.
- e. Prior Agreements. Notwithstanding anything to the contrary contained in this indenture, this indenture is not intended to, and indeed does not, amend any prior Agreements with respect to the Facilities. Provided however, that the parties agree that this Agreement supersedes any prior permanent easement granted to Grantee in the property described in Exhibit "A."
- 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 EASEMENT and the terms contained herein shall be binding upon the successors, agents and assigns of Grantor,

TO HAVE AND TO HOLD unto Grantee, all and singular the said premises, granted together with the appurtenances, its successors, agents and assigns forever.

IN WITNESS WHEREOF, the Parties have each 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 TANEY )

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

Notary Signature \_\_\_\_\_



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

**GRANTOR:**

RCD Holdings, LLC

Signature: \_\_\_\_\_

Richard C. Dowdell, Manager

STATE OF Missouri )  
COUNTY OF TANEY )

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

Notary Signature \_\_\_\_\_



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

**GRANTOR:**

DJOYCE Holdings, LLC

Signature: \_\_\_\_\_

Dawn Joyce, Manager

STATE OF Missouri )  
COUNTY OF TANEY )

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

Notary Signature \_\_\_\_\_



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

**GRANTOR:**

PJOYCE Holdings, LLC

Signature: [Signature]  
Joseph P. Joyce, Manager

STATE OF Missouri )  
COUNTY OF Taney )

This instrument was acknowledged before me, a Notary Public, on the 24<sup>TH</sup> day of OCTOBER, 2017, by **Joseph P. Joyce, Manager of PJOYCE Holdings, LLC.**

[Signature]  
Notary Signature



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

**GRANTEE:**

DOUGLAS COUNTY

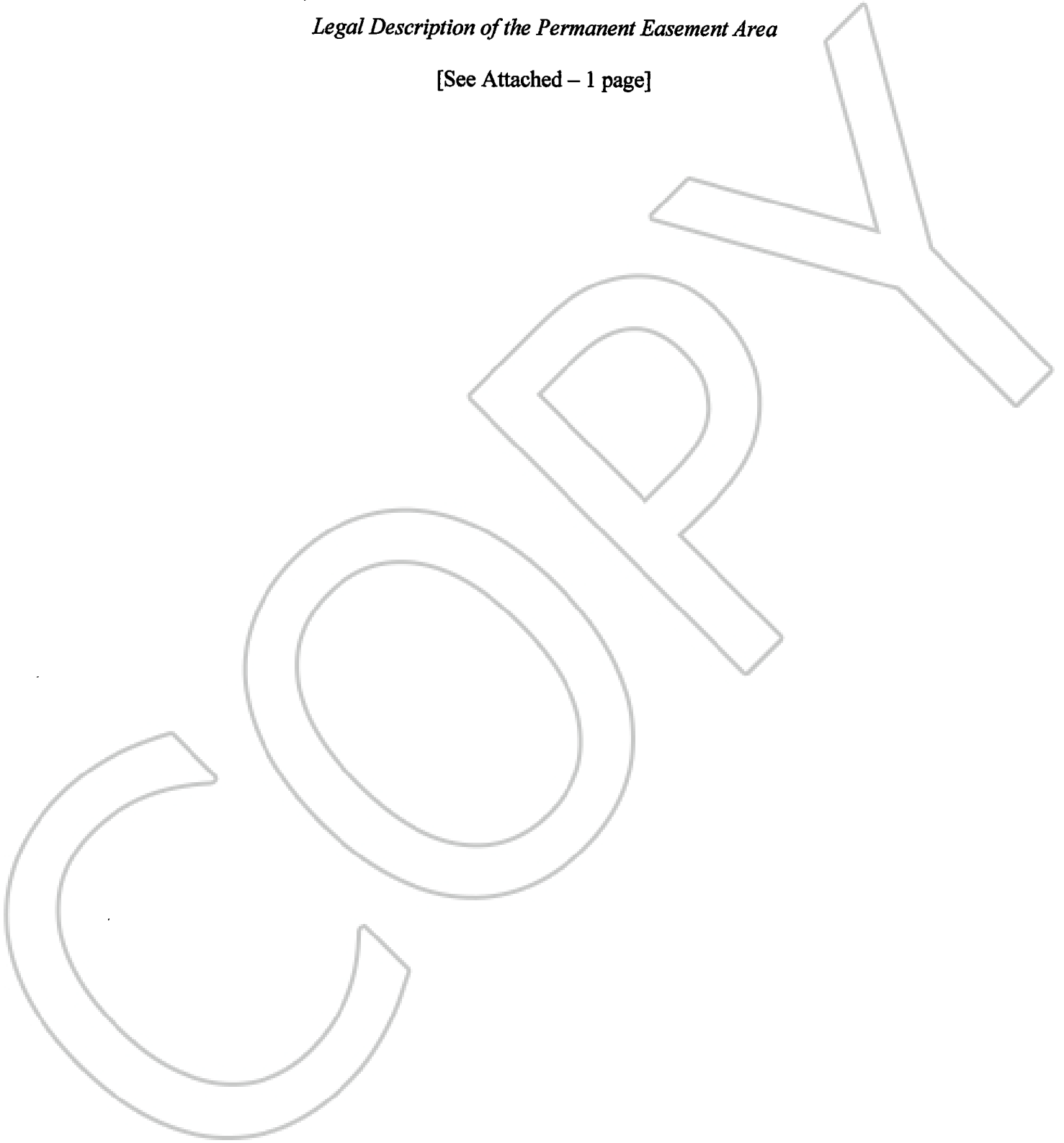
Signature: [Signature]  
William B. Penzel, Chairman  
Board of County Commissioners

Attest: [Signature]  
Kathy Lewis, Douglas County Clerk

**Exhibit A**

*Legal Description of the Permanent Easement Area*

[See Attached – 1 page]





**EXHIBIT "A"**  
**LEGAL DESCRIPTION FOR**  
**PERMANENT 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 and along the center of section line of said Section 15, North 00°31'21" East, a distance of 1,322.57 feet to the northwesterly corner of said Parcel D, also being the **POINT OF BEGINNING**;

**THENCE** departing said corner and said center of section line, along the northerly line of said Parcel D, North 87°27'48" East, a distance of 68.70 feet;

**THENCE** departing said northerly line, South 25°10'02" East, a distance of 76.00 feet;

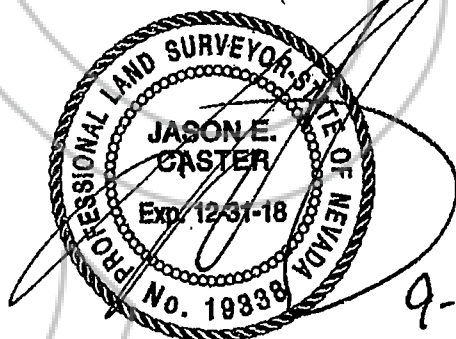
**THENCE** South 76°38'51" West, a distance of 104.60 feet to the westerly line of said Parcel D, also being the center of section line of said Section 15;

**THENCE** along said westerly line, North 00°31'21" East, a distance of 89.90 feet to the **POINT OF BEGINNING**.

Containing 6,974 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



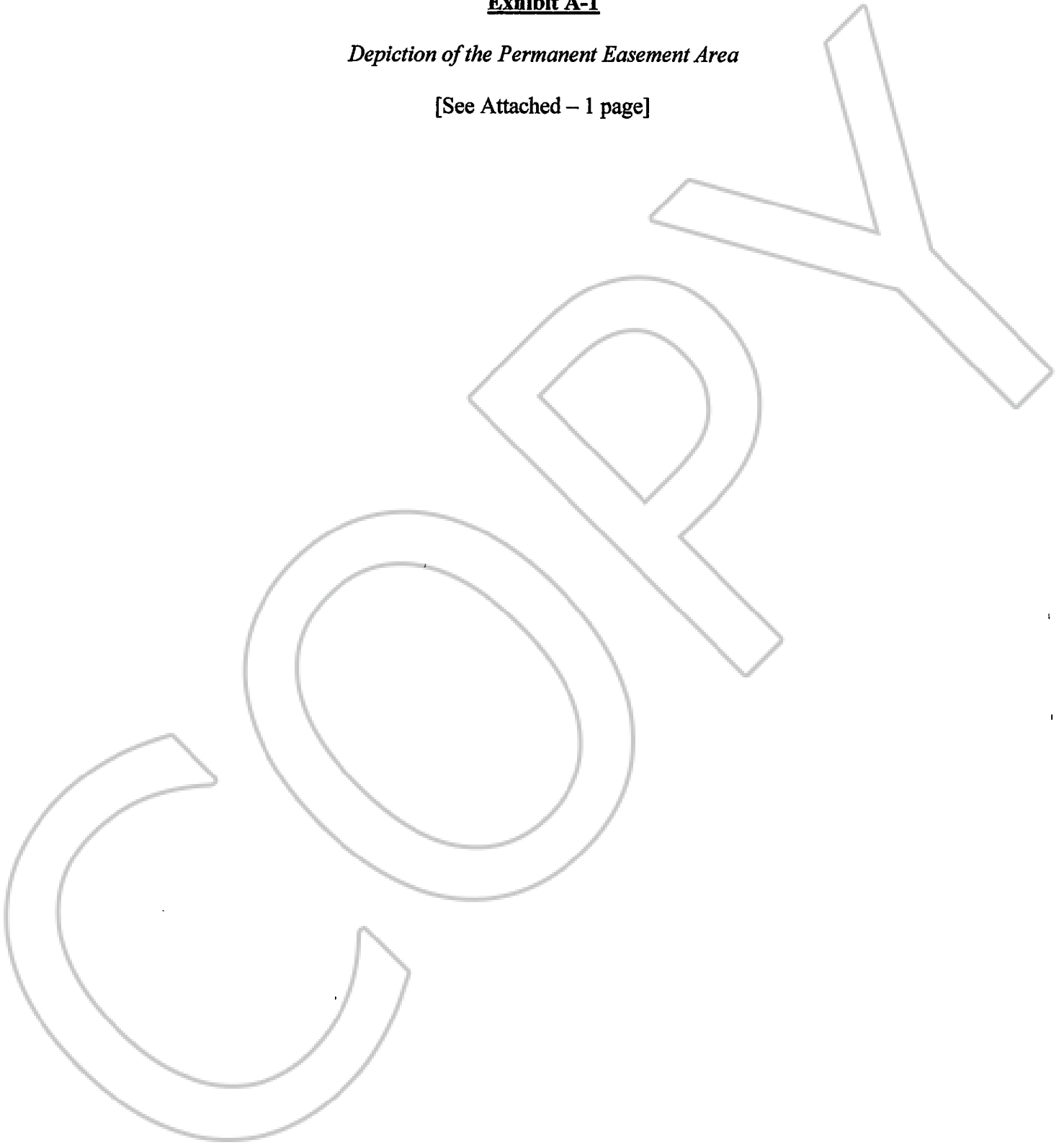
9-27-2017

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

**Exhibit A-1**

*Depiction of the Permanent Easement Area*

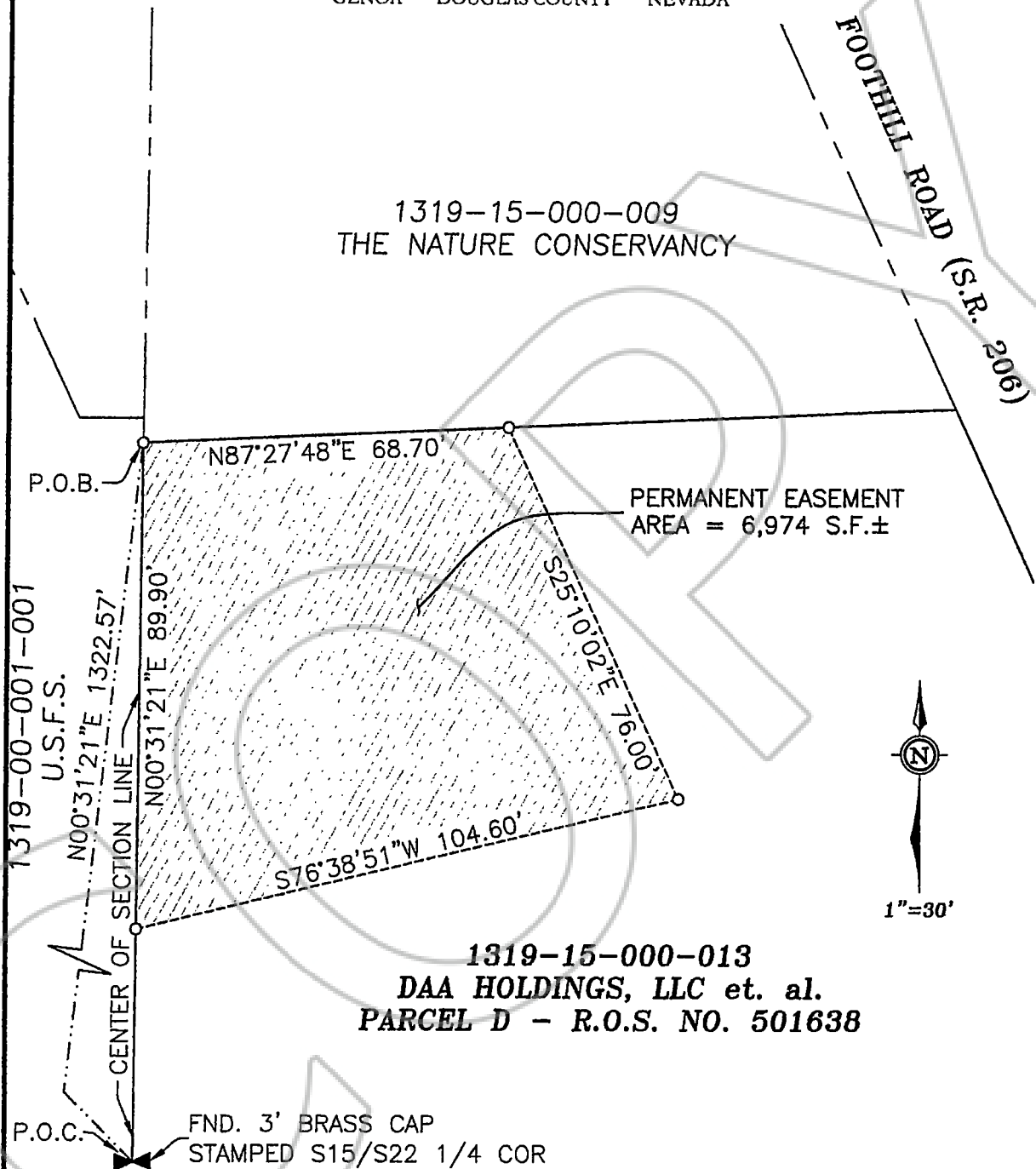
[See Attached – 1 page]



**PERMANENT 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

**FOOTHILL ROAD (S.R. 206)**



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

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

29<sup>th</sup> day of July 2017  
By [Signature] Deputy