

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** Tom Dallaire

**Department:** Community Development

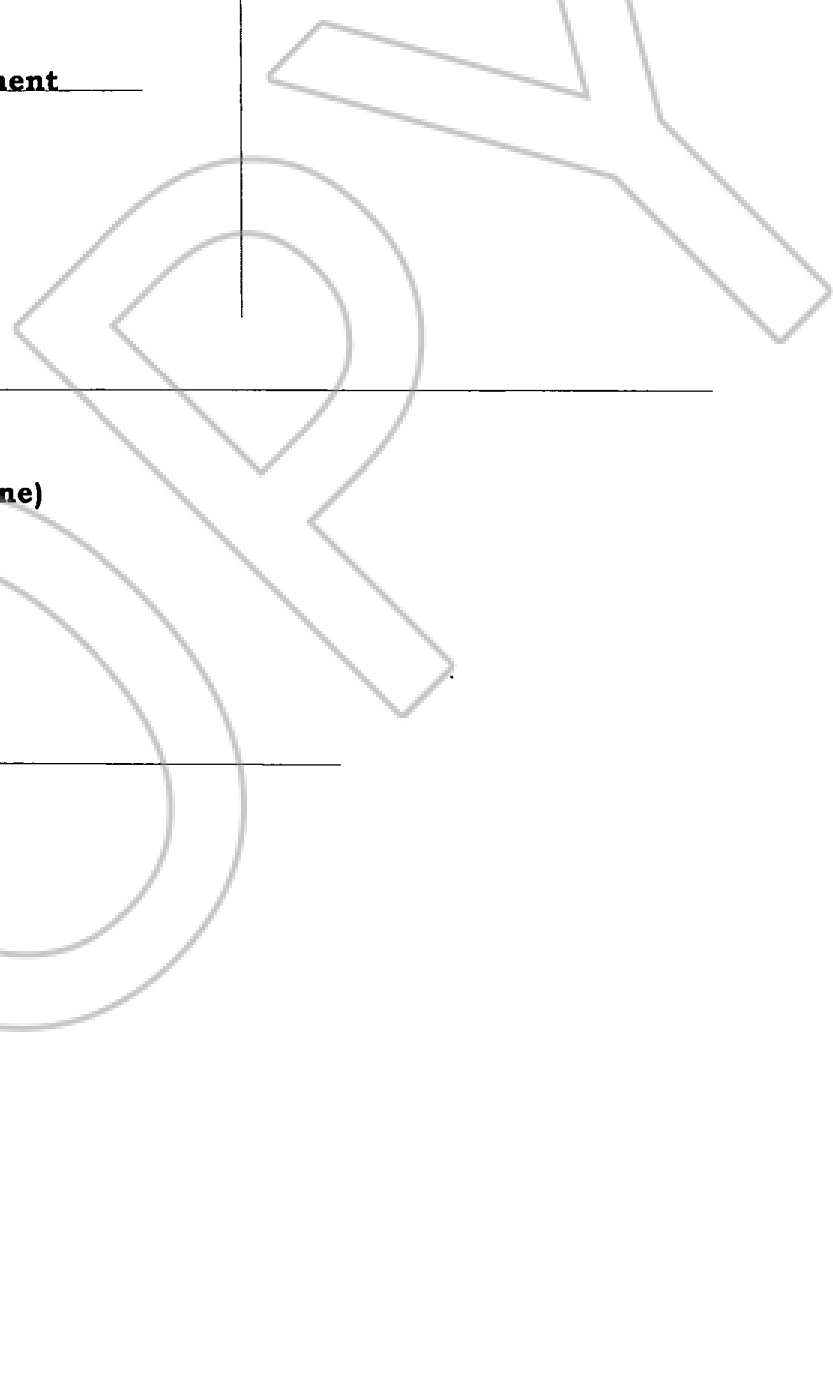


**KAREN ELLISON, RECORDER**

**Type of Document: (please select one)**

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

**specify:** \_\_\_\_\_



FILED

NO. 2020,051

3/10/2020

DATE

DOUGLAS COUNTY CLERK  
STATELINE, NV

BY [Signature] DEPUTY

Assessor's Parcel Number: A portion of  
1320-31-000-016

RECORDING REQUESTED BY:  
Douglas County

When Recorded. Mail To:  
Office of the Douglas County District  
Attorney  
P.O. Box 218  
Minden, NV 89423  
(775) 782-9803

The undersigned hereby affirms that this  
document submitted for recording does not  
contain the social security number of any  
person or persons (NRS 239B.303).

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**PUBLIC DRAINAGE EASEMENT AND AGREEMENT**

THIS GRANT OF PUBLIC DRAINAGE EASEMENT AND AGREEMENT is made and  
entered this 5<sup>th</sup> day of <sup>MARCH</sup> ~~February~~, 2020, by and between PARK RANCH HOLDINGS, LLC, a  
Nevada Limited-Liability Company (NV20131610733) (hereinafter "Grantor"), and DOUGLAS  
COUNTY, a political subdivision of the State of Nevada (hereinafter "Grantee"). The Grantor  
and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as a  
"Party."

**WITNESSETH:**

For and in consideration of the sum of One Dollar (\$1) and other good and valuable  
consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantee the  
irrevocable right to exclusive possession and use of the land herein described, including but not  
limited to, the right to remove, clear, cut or trim and dispose of any and all improvements,  
structures or materials within and/or straddling the right-of-way or land herein described; and to

install, remove, construct, maintain, or improve materials, structures or appurtenances to the public drainage facilities therein.

The easement and right-of-entry hereby granted is situate in the County of Douglas, State of Nevada, and is more particularly described in **Exhibit "A"** and is graphically depicted on **Exhibit "B,"** each of which is attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD, said easement and right-of-entry unto Grantee and unto its successors and assigns forever.

Grantor covenants and agrees for its heirs, successors and assigns to release, and does hereby release, Grantee, its successors and assigns, of and from any and all claims, liability, obligations and responsibilities for any loss, damage or destruction of any kind or character whatsoever, to the property and improvements within the above-described easement granted to Grantor, by reason of or resulting from Grantee's entry, construction, reconstruction, maintenance, or repair upon, over, across or through the property described in Exhibits "A" and "B" herein.

Permission is hereby granted to Grantee, its authorized agents and/or its contractors to enter in and upon said easement described in Exhibits "A" and "B" for the purpose of constructing, reconstructing, maintaining, repairing or servicing the drainage facilities on the Grantor's property; and also to accomplish all necessary incidents thereto at no cost to Grantor if Grantor does not maintain the property in a manner which allows for the adequate passage of water.

The covenants and agreements herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the Parties and shall be, and are, covenants running with the land, binding upon said real property of Grantor and for

the benefit of Grantee as described in Exhibits "A" and "B."

IN WITNESS WHEREOF, the Parties have executed this GRANT OF PUBLIC DRAINAGE EASEMENT AND AGREEMENT the day and year first above written.

**GRANTOR**

**PARK RANCH HOLDINGS, LLC**

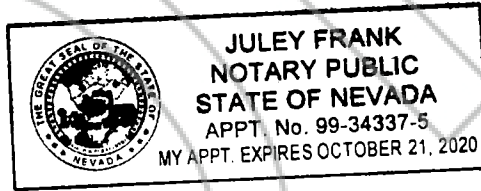
By: David Park  
David Park, Manager

State of Nevada        )  
                                  ) ss.  
County of Douglas    )

This instrument was acknowledged before me on this 20<sup>th</sup> day of February, 2020, by David Park of Park Ranch Holdings, LLC, a Nevada Limited Liability Company.

WITNESS my hand and seal

Juley Frank  
Notary Public



**GRANTEE**

**Douglas County**

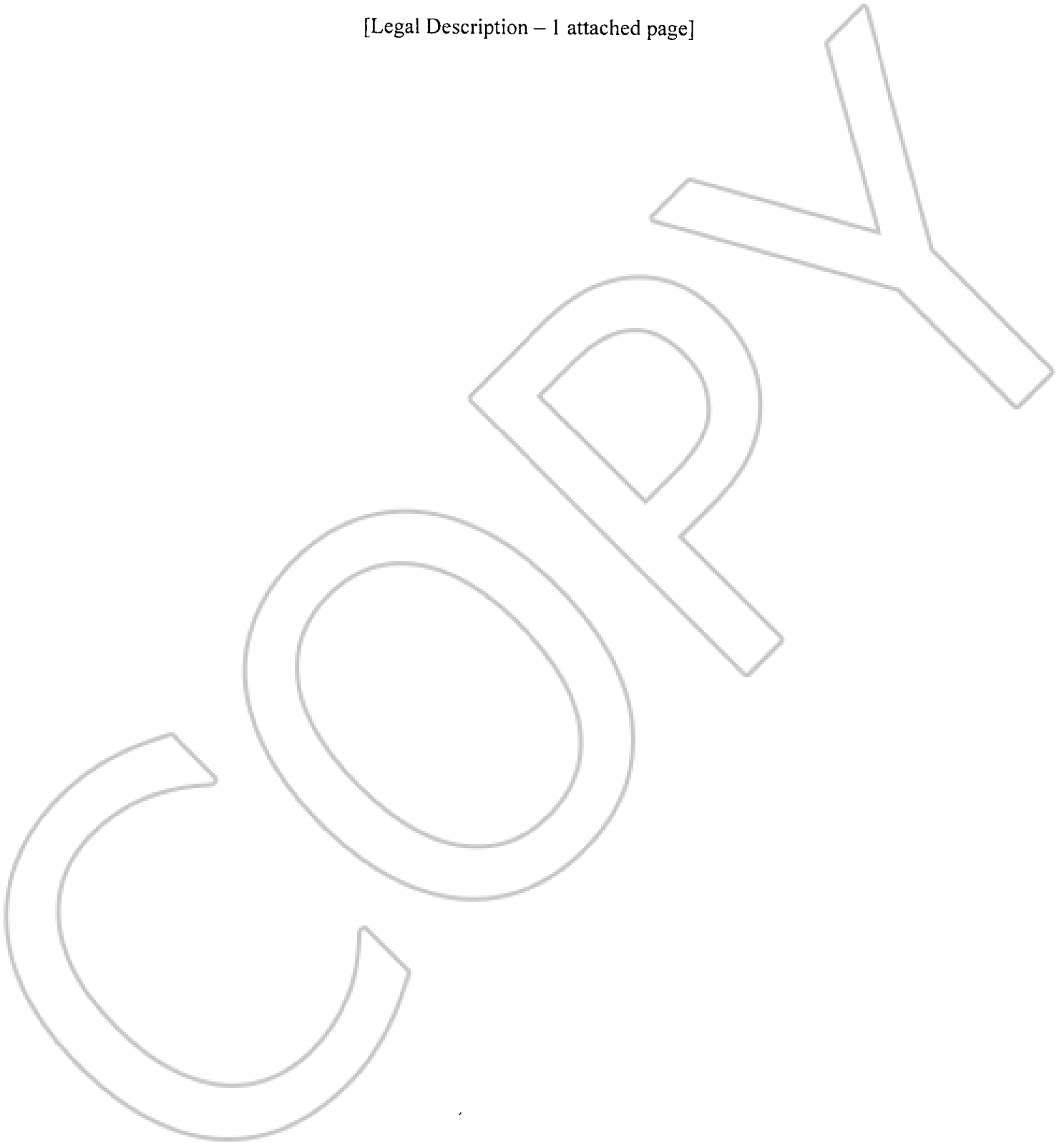
By: William B. Penzel        3/5/20  
William B. Penzel, Chairman     (Date)  
Douglas County Board of Commissioners

ATTEST:

Kathy Lewis  
Kathy Lewis, Douglas County Clerk

**Exhibit A**

[Legal Description – 1 attached page]



**EXHIBIT "A"**  
**PUBLIC DRAINAGE EASEMENT**  
**LEGAL DESCRIPTION**

PARK RANCH HOLDINGS, LLC  
APN 1320-31-000-016

A portion of Lot 1 of Section 31 in Township 13 North, Range 20 East, M.D.B.& M., Douglas County, Nevada, more particularly described as follows:

**BEGINNING** at a point on the westerly right of way line of State Route 88 at approximate Engineer's Station "O1" 35+18.21, from which point the Southwest corner of said Section 31 bears South 30°49'18" West, 4955.87 feet distance;

**THENCE** North 79°19'18" West, 149.18 feet;

**THENCE** North 68°00'22" West, 188.19 feet;

**THENCE** North 86°03'39" West, 309.99 feet;

**THENCE** North 01°34'25" East, 120.03 feet;

**THENCE** South 88°43'50" East, 308.66 feet;

**THENCE** South 74°03'46" East, 84.17 feet;

**THENCE** South 69°16'40" East, 181.49 feet;

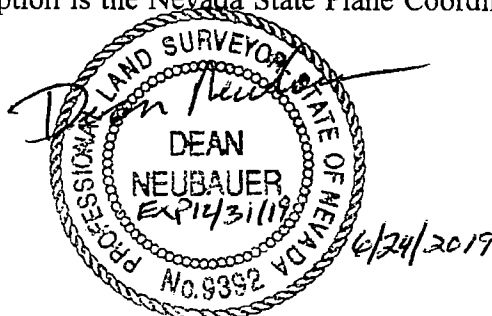
**THENCE** North 89°03'44" East, 71.81 feet to the westerly right of way line of State Route 88;

**THENCE** along the westerly line of State Route 88, South 01°34'25" West, 146.46 feet to the **POINT OF BEGINNING**.

This easement contains 84,942 square feet more or less.

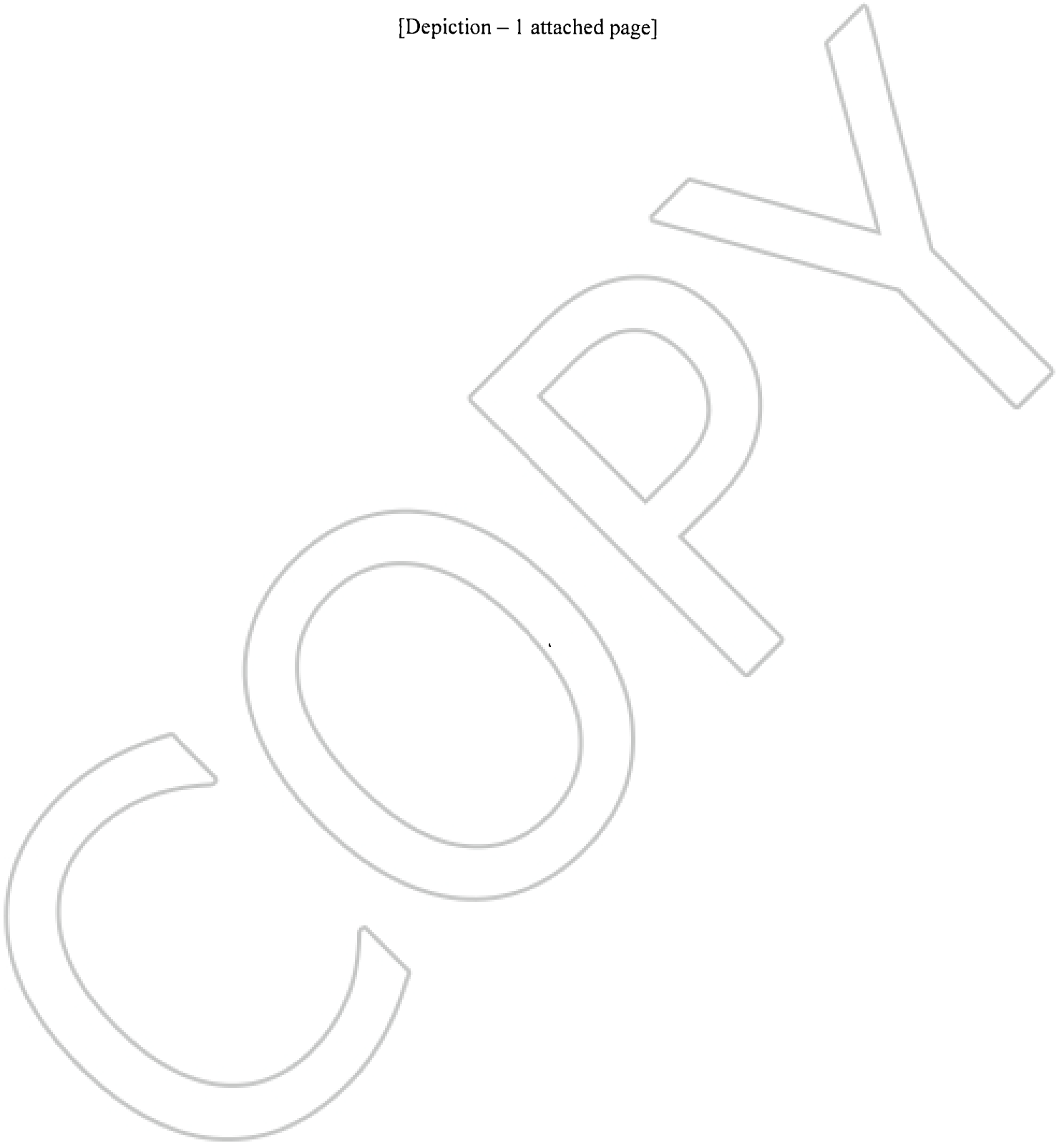
The basis of bearings for this legal description is the Nevada State Plane Coordinate System of 1983, West Zone, NAD 83/94.

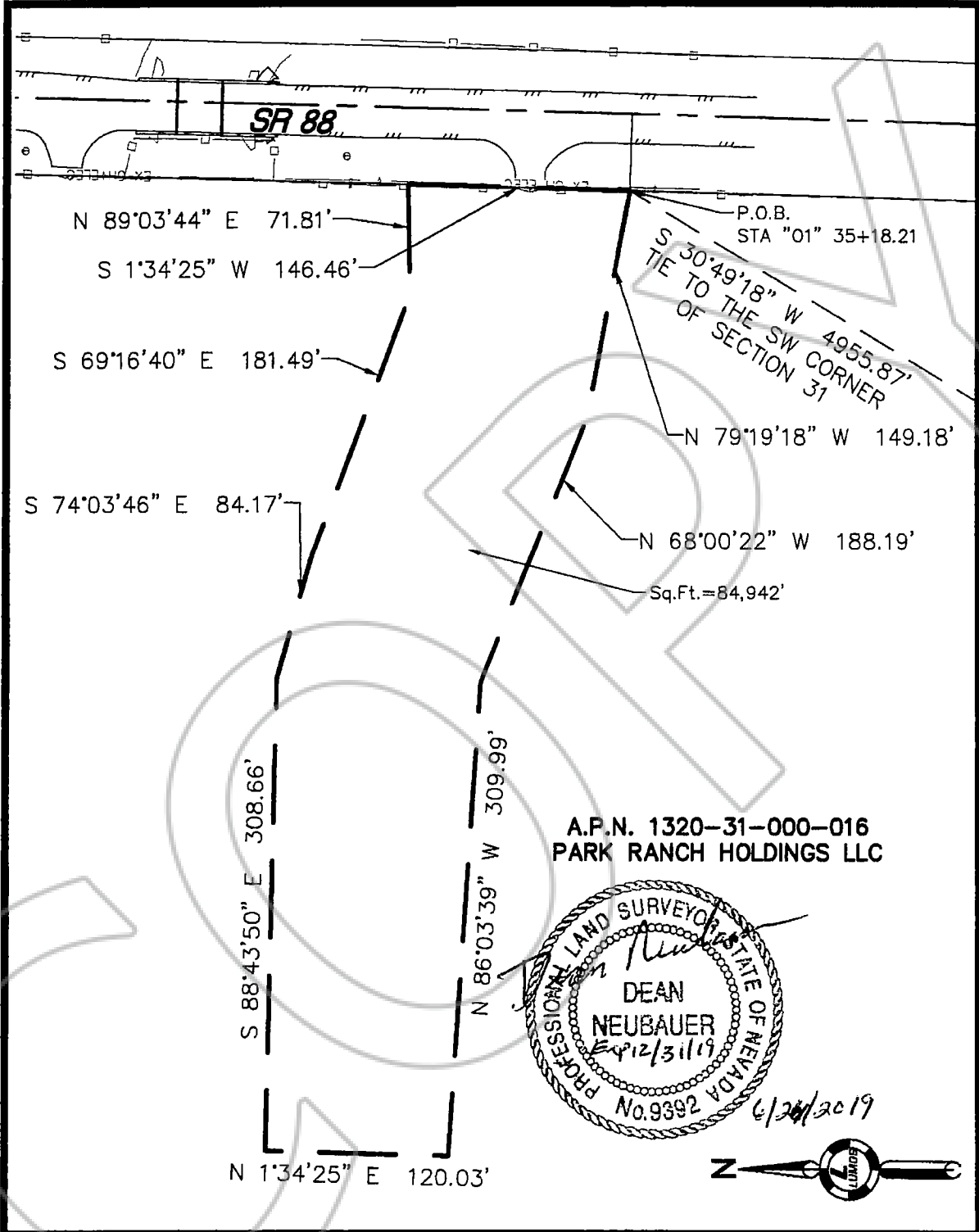
Prepared under the supervision of  
Dean Neubauer, P.L.S. 9392  
800 E. College Parkway  
Carson City, NV 89706



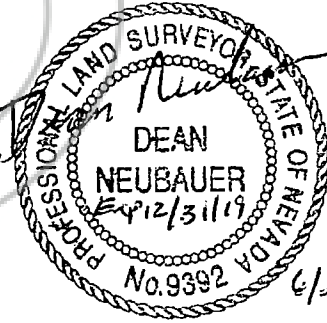
**Exhibit B**


[Depiction – 1 attached page]





A.P.N. 1320-31-000-016  
 PARK RANCH HOLDINGS LLC



 <p>308 N. CURRY, ST., SUITE 200        CARSON CITY, NEVADA 89703        PH. (775) 883-7077 FAX (775) 883-7114</p>	<p><b>EXHIBIT "B"</b>  <b>PUBLIC DRAINAGE EASEMENT</b>  <b>STATE ROUTE 88</b>  <b>PORTION OF SEC. 31, T.13 N., R.20 E., MDM</b>        DOUGLAS COUNTY NEVADA</p>	<p>Date: JUNE 2019        Scale: 1" = 100'        Job No: 9213.000</p>
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Assessor's Parcel Number: 1320-31-000-016

RECORDING REQUESTED BY:

Douglas County Community Development  
P.O. Box 218  
Minden, NV 89423  
(775) 782-9803

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons (NRS 239B.303).

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration receipt of which is hereby acknowledged, Park Ranch Holdings, LLC, a Nevada limited liability company ("GRANTOR"), hereby grants to DOUGLAS COUNTY, a political subdivision of the State of Nevada ("COUNTY"), a Temporary Construction Easement ("TCE") over, under, upon and across all that real property, situated within the unincorporated area of the County of Douglas, State of Nevada, and described in Exhibit "A" attached hereto and made a part hereof and graphically illustrated on Exhibit "B" attached hereto and made a part hereof.

This TCE shall be for the purpose of construction activities related to the construction of four concrete box culverts, approximately six-foot by fourteen-foot, and outlet channel including, and more specifically:

1. To remove, clear, cut or trim any obstruction or material (including trees, or other vegetation and structures) from the surface or subsurface of the TCE as COUNTY may deem necessary or advisable for the safe and proper use and maintenance of the TCE;
2. For the unrestricted passage of vehicles and pedestrians within, on, or over and across the TCE for the purpose of accomplishing the tasks described in this document; and for the parking of vehicles and staging of materials;
3. To construct, drill, test, install, operate, inspect, maintain, add to, and remove culvert(s) and outlet channel(s), and all other activities whatsoever in nature incidental to the construction of the specified project;
4. To discharge, or otherwise modify the flow of water during the use of the TCE. Such discharge may impact portions of Grantor's adjacent property; and
5. To perform final cleanup of the TCE for the purpose of removing any and all construction debris and restoring the site.

This TCE and its related purposes shall not in any way unreasonably impair GRANTOR's use, access and ingress/egress of GRANTOR's property situated within the remainder property currently owned by GRANTOR.

DURING THE TERM OF THIS TEMPORARY CONSTRUCTION EASEMENT, Grantor and COUNTY promise and agree as follows:

- A. Hold Harmless. COUNTY agrees to hold harmless Grantor from any injury, insurance claim, or other claim arising from COUNTY's exercise of any right granted to COUNTY pursuant to this Grant of Temporary Construction Easement subject, however, to Grantor's providing written notice of such potential injury or claim to COUNTY within 14 business days of Grantor's receipt of any facts giving rise to the claim. Further, COUNTY will be responsible for any damages, proximately caused by COUNTY's negligent use of or activities on or within the TCE, to any tangible personal property or improvements owned by Grantor located on the TCE which exceeds the rights granted to COUNTY under paragraphs 1-5 above, as of the date Grantor signs this Grant of Temporary Construction Easement.
- B. Insurance. COUNTY agrees that it, its contractors and any subcontractors employed by or on behalf of COUNTY, shall maintain both general liability and worker's compensation insurance coverage for any and all operations to be conducted within or upon the TCE.
- C. Controlling Law. The Parties agree that the laws of the State of Nevada shall govern the interpretation and enforcement of this TCE. Grantor and COUNTY 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 TCE. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the TCE before an independent mediator mutually agreed to by the Parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process.
- D. 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.


E. Authority. The person or persons executing this instrument on behalf of Grantors and COUNTY each hereby represent that they have the authority to bind Grantors or COUNTY, respectively, to the terms and conditions set forth herein.

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT shall become effective ten (10) days after the County of Douglas or its representative gives notice to the Owner, and shall terminate the later of: (i) upon GRANTOR receiving written notification of the completion of construction of that portion of the project lying adjacent to the above described parcel OR (ii) no more than three (3) months after commencement of construction.

Grantor Park Ranch Holdings, LLC represents that this GRANT OF TEMPORARY CONSTRUCTION EASEMENT has been duly executed and constitutes a valid, binding and enforceable obligation.

**IN WITNESS WHEREOF**, the Grantor has caused this GRANT OF TEMPORARY CONSTRUCTION EASEMENT to be signed and intend to be legally bound thereby.

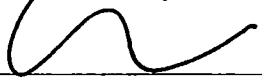
**Park Ranch Holdings, LLC**

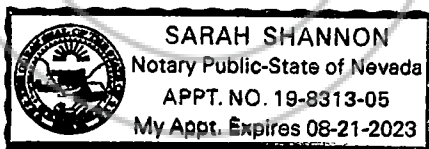
By:   
David Park, Manager

State of Nevada            )  
  ) ss.  
County of Douglas         )

This Possession and Use Agreement was acknowledged before me on the 7 day of January, ~~2019~~, by David Park, Manager and authorized agent of Park Ranch Holdings, LLC. 2020

WITNESS my hand and seal

  
Notary Public



**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**LEGAL DESCRIPTION**

PARK RANCH HOLDINGS, LLC  
APN 1320-31-000-016

A portion of Lot 1 of Section 31 in Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, more particularly described as follows:

**BEGINNING** at a point on the westerly right of way line of State Route 88 at approximate Engineer's Station "O1" 35+28.33, from which point the Southwest corner of said Section 31 bears South 30°52'44" West, 4947.03 feet distance;

**THENCE** North 79°19'18" West, 151.77 feet;

**THENCE** North 68°00'22" West, 187.59 feet;

**THENCE** North 86°03'39" West, 318.00 feet;

**THENCE** North 01°34'25" East, 139.57 feet;

**THENCE** South 88°43'50" East, 319.89 feet;

**THENCE** South 74°03'46" East, 85.87 feet;

**THENCE** South 69°16'40" East, 180.00 feet;

**THENCE** North 89°03'44" East, 70.33 feet to the westerly right of way line of State Route 88;

**THENCE** along the westerly line of State Route 88, South 01°34'25" West, 166.60 feet to the **POINT OF BEGINNING**.

**EXCEPTING THEREFROM**

A Public Drainage Easement being a portion of Lot 1 of Section 31 in Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, more particularly described as follows:

**BEGINNING** at a point on the westerly right of way line of State Route 88 at approximate Engineer's Station "01" 35+18.21, from which point the Southwest corner of said Section 31 bears South 30°49'18" West, 4955.87 feet distance:

**THENCE** North 79°19'18" West, 149.18 feet:

**THENCE** North 68°00'22" West, 188.19 feet:

**THENCE** North 86°03'39" West, 309.99 feet:

**THENCE** North 01°34'25" East, 120.03 feet:

**THENCE** South 88°43'50" East, 308.66 feet:

**THENCE** South 74°03'46" East, 84.17 feet:

**THENCE** South 69°16'40" East, 181.49 feet:

**THENCE** North 89°03'44" East, 71.81 feet to the westerly right of way line of State Route 88:

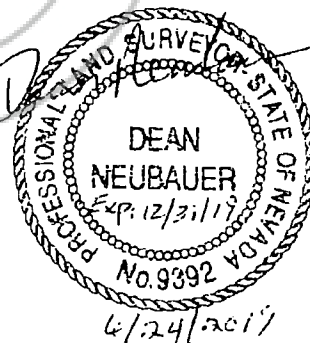
**THENCE** along the westerly line of State Route 88, South 01°34'25" West, 146.46 feet to the **POINT OF BEGINNING**.

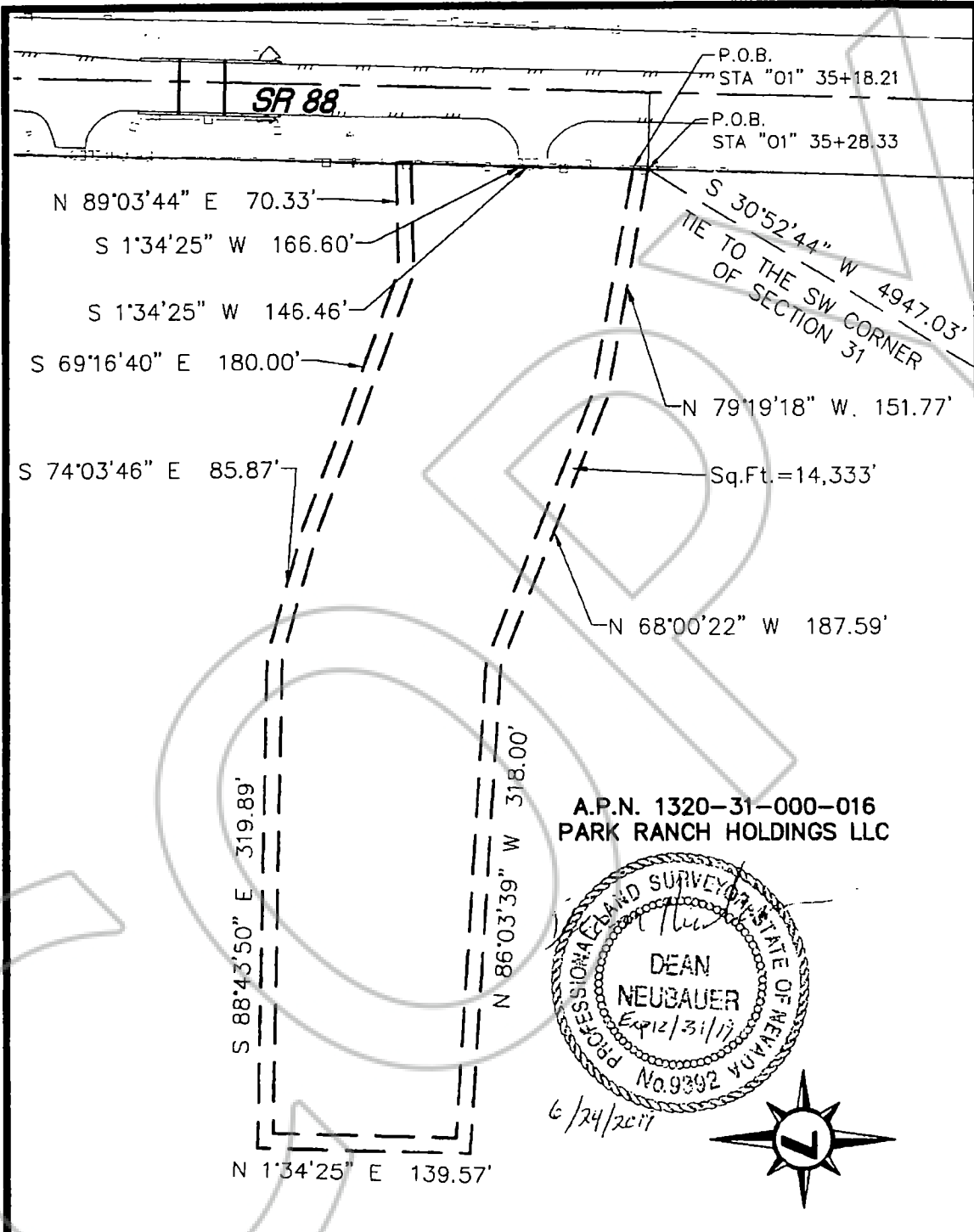
This public drainage easement contains 84,942 square feet more or less.


This temporary construction easement contains 14,333 square feet more or less.

The basis of bearings for these legal descriptions is the Nevada State Plane Coordinate System of 1983, West Zone, NAD 83/94.

Prepared under the supervision of  
Dean Neubauer, P.L.S. 9392  
308 N. Curry Street, Suite 200  
Carson City, NV 89703





 308 N CURRY ST., SUITE 200 CARSON CITY, NEVADA 89703 PH: (775) 883 7077 FAX: (775) 883-7114	<b>EXHIBIT "B"</b> TEMPORARY CONSTRUCTION EASEMENT STATE ROUTE 88 PORTION OF SEC. 31, T.13 N., R.20 E., MDM DOUGLAS COUNTY NEVADA	Date: JUNE 2019 Scale: 1" = 100' Job No: 9213.000
	LUMOS 308 N CURRY ST., SUITE 200 CARSON CITY, NEVADA 89703 PH: (775) 883 7077 FAX: (775) 883-7114	



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

10<sup>th</sup> day of March, 20 20

By Janina Balda Deputy