

DOUGLAS COUNTY, NV **2020-947954**
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\$40.00 Pgs=12 **06/19/2020 03:31 PM**
FIRST CENTENNIAL - RENO (MAIN OFFICE)
KAREN ELLISON, RECORDER

APNs: 1420-05-201-010
1420-05-401-005

The undersigned hereby affirms that this document, including any exhibits, hereby submitted for recording DOES NOT contain the social security number of a person or persons as required by law.

RECORDING REQUESTED BY AND WHEN RECORDED RETURN ORIGINAL TO:

JC VALLEY KNOLLS, LLC
5400 Equity Ave.
Reno, NV 89502

SPACE ABOVE FOR RECORDERS USE

TEMPORARY SLOPE AND CONSTRUCTION EASEMENT AGREEMENT

This TEMPORARY SLOPE AND CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is made the 3rd day of April, 2020, by and between BIG GEORGE VENTURES, LLC, a Nevada limited liability company (“**Grantor**”) and JC VALLEY KNOLLS, LLC, a Nevada limited liability company (“**Grantee**”). Grantor and Grantee are individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Grantor owns the real property described on Exhibit A to this Agreement (“**Grantor Property**”), and Grantee owns the real property described on Exhibit B to this Agreement (“**Grantee Property**”).

B. Grantor agrees to grant to Grantee and its successors and assigns an easement over a portion of the Grantor Property as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Grant of Easement. Grantor grants and conveys to Grantee, and its managers, employees, agents, contractors, licensees, representatives, successors and assigns (collectively and with Grantee, “**Grantee Parties**”), a temporary non-exclusive easement (“**Easement**”) over, under, across and through the real property in Douglas County, Nevada, described on Exhibit C and shown on Exhibit C-1 to this Agreement (“**Easement Area**”).

2. Purpose of Easement. The Easement is granted to Grantee for the purpose of permitting the Grantee Parties to enter upon the Easement Area to temporarily change the slope within the Easement Area, and to install, construct and maintain a public sanitary sewer line and public secondary access, together with related equipment and facilities (collectively "**Improvements**"). The Grantor activities permitted under this Agreement include with limitation: entry, ingress and egress; excavation; grading; cutting and filling; construction; revegetation; and any other activities necessary or desirable in Grantee's judgment to complete construction of the Improvements within the Easement Area (collectively, "**Easement Activities**"). GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE EASEMENT AREA. GRANTEE ACCEPTS THE EASEMENT AREA IN AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS."

3. Restoration and Revegetation. Grantee, at its sole cost and expense, will repair any damage to the Grantor Property caused by Grantee's Easement Activities in compliance with all applicable laws and requirements, including without limitation, installing permanent stabilization features on disturbed areas within the Easement Area (such as revegetation and those required by any applicable storm water pollution prevention plan) as may be required by Douglas County, Nevada or other governmental agency with jurisdiction. Without limiting but subject to the foregoing, after completion of the Easement Activities, Grantee, at its sole cost and expense, shall restore the Easement Area as nearly as is reasonably practicable to its condition that existed immediately prior to the commencement of performance of the Easement Activities.

4. Grantor's Use of Easement Area. Grantor retains the right to use and occupy the Easement Area insofar as such use and occupancy is consistent with the terms of this Agreement and does not interfere with the Grantee's use of the Easement for the purpose set forth in this Agreement. Grantor reserves the right to grant easement interests in the Easement Area to other grantees so long as such interests and uses do not unreasonably or materially interfere with Grantee's rights under this Agreement.

5. Mechanics' Liens. During the period of Grantee's performance of Easement Activities, Grantee will keep the Grantor Property free and clear of all mechanics' liens and other liens for or arising from Grantee's Easement Activities. If any laborer, person or firm supplying or providing labor, materials, equipment or supplies to Grantee, or to any of Grantee's contractors or subcontractors, in connection with Grantee's improvements to the Easement Area shall make any claim or demand against Grantor or the Grantor Property, or shall file any claim of lien against Grantor or the Grantor Property, and Grantee shall not cause the effect of the same to be promptly removed, rescinded, dismissed or bonded over, such failure shall constitute a default under this Agreement. In such event, in addition to such other remedies it may have, in the event that Grantee shall not cause such lien to be removed, rescinded, dismissed or bonded over within thirty (30) days after the date such lien is filed, Grantor shall have the right (but not the obligation) to use whatever means in its discretion it may deem appropriate to cause said claim or lien to be

rescinded, discharged, compromised, dismissed or removed including, without limitation, (i) posting a bond pursuant to the applicable laws of the State of Nevada; and/or (ii) paying a sum sufficient to discharge, in full, any and all such claims, demands, or liens. Any such sums paid by Grantor, including reasonable attorneys' fees and bond premiums, shall be immediately due and payable to Grantor by Grantee.

6. Indemnification. To the extent permitted by law, Grantee shall indemnify and hold harmless Grantor from and against all claims, causes of action, damages, and liabilities, including reasonable costs and attorneys' fees, that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third party arising from Grantee's performance of the Easement Activities; provided, however, Grantee's indemnification and hold harmless obligations do not extend to matters arising or resulting from the negligence, fraud or willful misconduct of Grantor.

7. Insurance. During the period of Grantee's performance of Easement Activities, Grantee shall obtain, keep in force and maintain, at no cost to Grantor, commercial general liability insurance (which insurance shall be primary and non-contributing) in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The insurance may be effected by a policy or policies of blanket insurance covering additional items or locations or insureds.

8. Term. This Agreement and the Easement rights of Grantee in this Agreement shall terminate immediately and automatically, without any further action by Grantor or Grantee, upon the date that Douglas County, Nevada accepts ownership of, and maintenance responsibility for, the Improvements.

9. General Provisions.

a. No Rights in Public Generally. The easement and the rights created, reserved, granted and established in this Agreement do not, are not intended to, and shall not be construed to create any easements, rights or privileges in and for the benefit of the general public, or any other third-party beneficiaries.

b. Enforcement; Attorneys' Fees. If either Party is required to commence any action or proceeding against the other to enforce or interpret the provisions of this Agreement, the prevailing Party in such action shall be awarded, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including reasonable attorneys' fees.

c. Binding Nature. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective administrators, successors and assigns of the Grantor and Grantee.

d. Run with the Land. The easements, covenants, conditions and agreements contained in this Agreement shall run with the land and be binding upon all Parties having any right, title, or interest in the Grantor Property or Grantee Property.

e. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which shall be legal, valid and enforceable.

f. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which shall constitute one and the same instrument.

g. Amendment. The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only by agreement of all of the then current owners of the Grantor Property and the Grantee Property by written instrument, duly executed and recorded in the Official Records of Douglas County, Nevada.

h. No Waiver. No provision of this Agreement may be waived except by written instrument signed by the Party to be charged with such waiver. Failure by any Party to this Agreement to enforce any provision of this Agreement shall not constitute a waiver of such provision, and no waiver by any Party to this Agreement of any provision of this Agreement on one occasion shall constitute a waiver of any other provision or of the same provision on another occasion.

i. Captions. The section and subsection captions used in this Agreement are included for convenience only and shall be irrelevant to the construction of any provision of this Agreement.

j. Governing Law. The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Nevada.

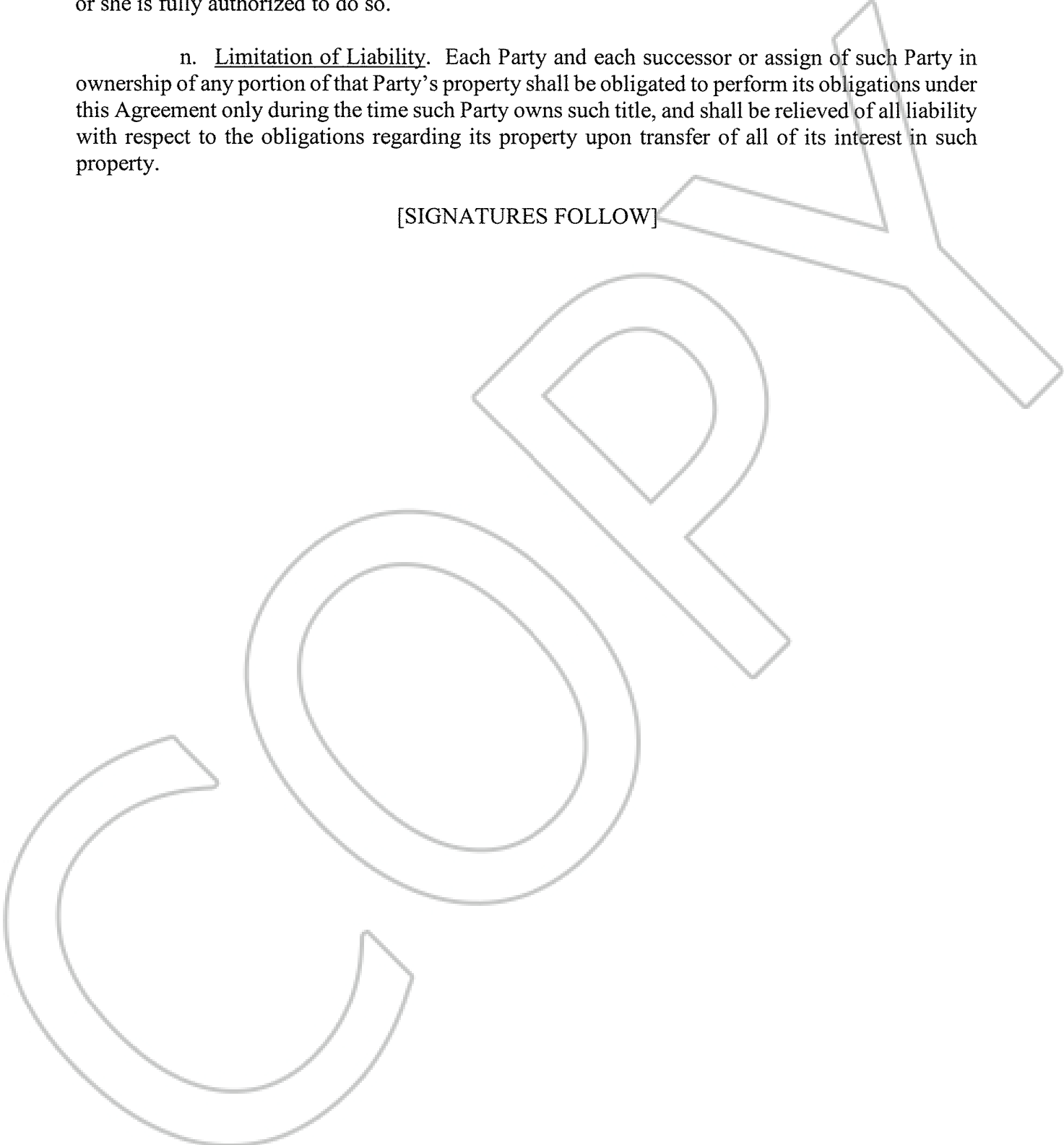
k. Entire Agreement. The exhibits to this Agreement constitute a part of this Agreement, and this Agreement constitutes the final and complete expression of the Parties' agreements with respect to the rights and obligations relating to the Easement. Each Party agrees that it has not relied upon or regarded as binding any prior agreements, negotiations, representations or understandings, whether oral or written, except as expressly set forth herein.

l. Recording. This Agreement shall be recorded in the Official Records of Douglas County, Nevada promptly upon execution hereof by each Party. All costs relating to the recording of this Agreement shall be borne by Grantee.

m. Authority. Each person executing this Agreement warrants and represents that he or she is fully authorized to do so.

n. Limitation of Liability. Each Party and each successor or assign of such Party in ownership of any portion of that Party's property shall be obligated to perform its obligations under this Agreement only during the time such Party owns such title, and shall be relieved of all liability with respect to the obligations regarding its property upon transfer of all of its interest in such property.

[SIGNATURES FOLLOW]



IN WITNESS WHEREOF the Parties have executed the Agreement as of the date first set forth above.

GRANTOR

BIG GEORGE VENTURES, LLC, a Nevada limited liability company

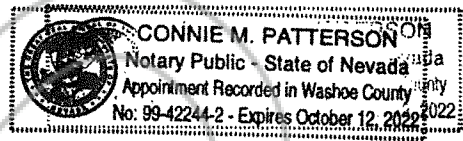
By: [Signature]
Name: Robbe Lehmann
Its: MANAGER

GRANTEE

JC VALLEY KNOLLS, LLC, a Nevada limited liability company

By: [Signature]
Name: KENNETH HENDRIX
Its: Manager

STATE OF NEVADA)
)ss.
COUNTY OF Douglas)



This instrument was acknowledged before me on April 3, 2020, by Robbe Lehmann, as Manager of BIG GEORGE VENTURES, LLC, a Nevada limited liability company.

[Signature]
Notary Public

STATE OF NEVADA)
)ss.
COUNTY OF Washoe)

This instrument was acknowledged before me on April 3, 2020, by KENNETH HENDRIX, as Manager of JC VALLEY KNOLLS, LLC, a Nevada limited liability company.

[Signature]
Notary Public



EXHIBIT "A"

**GRANTOR PARCEL
A.P.N. 1420-05-201-009**

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

Section 5, Township 14 North, Range 20 East, MDM:

E1/2E1/2 of Lot 1 of NW ¼, NW1/4NW1/4E1/2 of Lot1 of NW1/4, S1/2NW1/4E1/2 of Lot 1 of MW1/4, S1/2NW1/4E1/2 of Lot 1 of NW1/4, SW1/4E1/2 of Lot 1 of NW1/4E1/2W1/2 of Lot 1 of NW1/4, E1/2NE1/4SW1/4, NW1/4NE1/4SW1/4, NE1/4SW1/4NE1/4SW1/4, NE1/4NW1/4SW1/4.

Note: the above legal description previously appeared in The United States of America Patent, recorded June 16, 2006, as Document No. 0677388, of Official Records, Douglas County, Nevada.

Surveyor's Certificate: I hereby certify that the attached description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Lee H. Smithson
Nevada PLS 5097
For and on behalf of

 **Manhard**
CONSULTING
241 Ridge Street, Suite 400
Reno, Nevada 89501
(775) 887-5222



Lee H. Smithson
3/27/2020

EXHIBIT "B"

**GRANTEE PARCEL
A.P.N. 1420-05-401-005**

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

All that certain real property situate within the Southwest 1/4 of Section 5 and the Northwest 1/4 of Section 8, Township 14 North, Range 20 East, MDM., Douglas County, Nevada, further described as a portion of that certain Patent Number N-75370, recorded as Document No. 676354, in the Official Records of Douglas County, Nevada, described as follows:

Section 5, Township 14 North, Range 20 East, MDM:

NW 1/4 SW 1/4 NE 1/4 SW 1/4;
S 1/2 SW 1/4 NE 1/4 SW 1/4;
SE 1/4 NW 1/4 SW 1/4;
E 1/2 SE 1/4 SW 1/4, SW 1/4;
NW 1/4 SE 1/4 SW 1/4 SW 1/4;
E 1/2 SW 1/4 SE 1/4 SW 1/4 SW 1/4;
W 1/2 NW 1/4 SE 1/4 SW 1/4;
W 1/2 SW 1/4 SE 1/4 SW 1/4;
NE 1/4 SW 1/4 SW 1/4;

Section 8, Township 14 North, Range 20 East, MDM:
NE 1/4 NW 1/4

Note: the above legal description previously appeared in Boundary Line Adjustment Deed, recorded June 14, 2007, as Document No. 703023, of Official Records.

Surveyor's Certificate: I hereby certify that the attached description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Lee H. Smithson
Nevada PLS 5097
For and on behalf of

 **Manhard**
CONSULTING
241 Ridge Street, Suite 400
Reno, Nevada 89501
(775) 887-5222


Lee H. Smithson
6/30/20
3/27/2020

EXHIBIT "C"

TEMPORARY SLOPE AND CONSTRUCTION EASEMENT

A portion of Parcel 2, as shown on the "Map of Division into Large Parcels, LDA 09-010, for Big George Ventures, LLC, as Document No. 744835, filed June 10, 2009 in the Official Records of Douglas County, Nevada, situate within the Southwest One-Quarter (SW1/4) of Section 5, Township 14 North, Range 20 East, Mount Diablo Meridian, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel 2;

THENCE along the East line of said Parcel 2, South 00°45'47" West, 1145.32 feet;

THENCE leaving said East line, North 89°14'13" West, 80.63 feet, to the **POINT OF BEGINNING** for this description;

THENCE South 00°05'55" West, 230.00 feet, to the beginning of a non-tangent curve to the left, from which the radius point bears South 00°04'36" West;

THENCE southwesterly, 27.20 feet along the arc of a curve having a radius of 30.00 feet, and through a central angle of 51°56'57";

THENCE South 38°07'39" West, 110.12 feet, to the beginning of a tangent curve to the right;

THENCE southwesterly, 64.01 feet along the arc of a curve having a radius of 270.00 feet, and through a central angle of 13°35'00";

THENCE South 51°42'39" West, 442.73 feet, to the beginning of a tangent curve to the left;

THENCE southwesterly, 17.26 feet along the arc of a curve having a radius of 30.00 feet, and through a central angle of 32°57'22";

THENCE South 18°45'17" West, 288.65 feet, to the beginning of a tangent curve to the right;

THENCE southwesterly, 338.93 feet along the arc of a curve having a radius of 270.00 feet, and through a central angle of 71°55'23";

THENCE North 89°19'20" West, 91.14 feet, the West line of said Parcel 2;

THENCE along said west line, North 01°04'37" East, 280.18 feet;

THENCE continuing along said west line, North 00°55'13" East, 100.00 feet;

THENCE leaving said west line South 89°20'06" East, 85.27 feet;

THENCE South $01^{\circ}04'34''$ West, 150.19 feet;

THENCE South $89^{\circ}19'20''$ East, 4.53 feet, to the beginning of a tangent curve to the left;

THENCE northeasterly, 50.21 feet along the arc of a curve a radius of 40.00 feet, and through a central angle of $71^{\circ}55'23''$;

THENCE North $18^{\circ}45'17''$ East, 288.65 feet, to the beginning of a tangent curve to the right;

THENCE northeasterly, 149.55 feet along the arc of a curve having a radius of 260.00 feet, and through a central angle of $32^{\circ}57'22''$;

THENCE North $51^{\circ}42'39''$ East, 442.73 feet, to the beginning of a tangent curve to the left;

THENCE northeasterly, 9.48 feet along the arc of a curve having a radius of 40.00 feet, and through a central angle of $13^{\circ}35'00''$;

THENCE North $38^{\circ}07'39''$ East, 110.12 feet, to the beginning of a tangent curve to the right;

THENCE northeasterly, 235.83 feet along the arc of a curve having a radius of 260.00 feet, and through a central angle of $51^{\circ}58'07''$ to the POINT OF BEGINNING.

Containing 7.57 acres, more or less.

See Exhibit map to accompany description attached hereto and made a part hereof.

Basis of Bearings: Grid North, Modified Nevada State Plane Coordinate System, West Zone, North American Datum of 1927 (NAD 27) determined using Real Time Kinematic GPS (RTK GPS) observations of Nevada Department of Transportation (NDOT) Control Monuments 158220X, and NGS Control Monument U316 reset. The bearing between said points taken as North $01^{\circ}23'24''$ East.

Surveyor's Certificate: I hereby certify that the attached description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Lee H. Smithson
Nevada PLS 5097
For and on behalf of



241 Ridge Street, Suite 400
Reno, Nevada 89501
(775) 887-5222

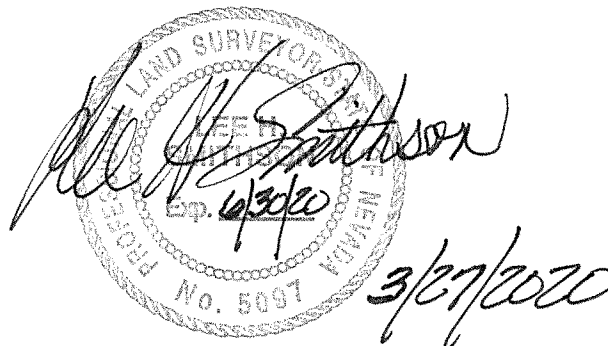
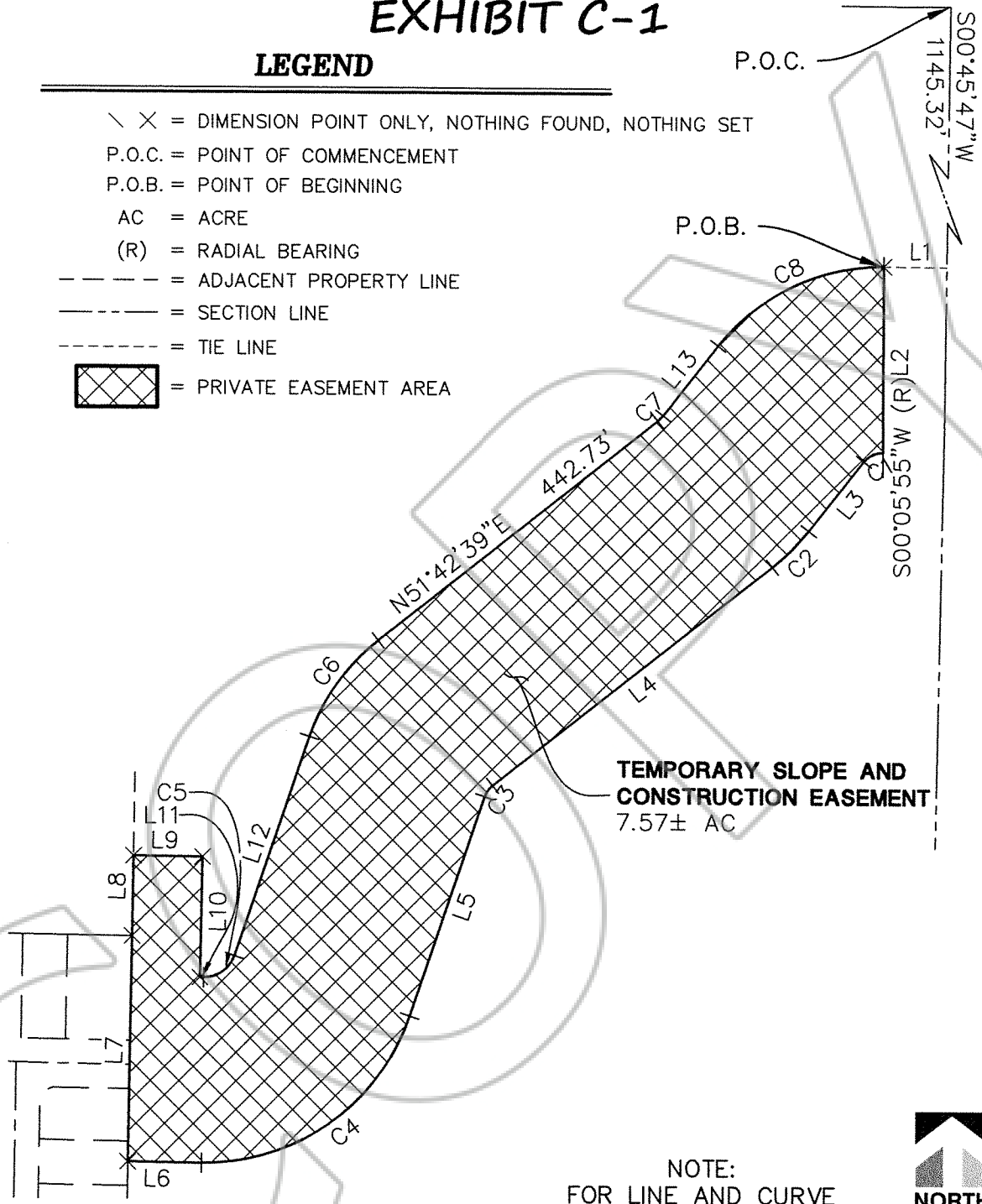


EXHIBIT C-1

LEGEND

- = DIMENSION POINT ONLY, NOTHING FOUND, NOTHING SET
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- AC = ACRE
- (R) = RADIAL BEARING
- - - - = ADJACENT PROPERTY LINE
- · - · - = SECTION LINE
- - - - = TIE LINE
- = PRIVATE EASEMENT AREA



TEMPORARY SLOPE AND CONSTRUCTION EASEMENT
7.57± AC

NOTE:
FOR LINE AND CURVE
DATA SEE SHEET 2 OF 2



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VALLEY KNOLLS DOUGLAS COUNTY TEMP. CONST. & SLOPE EASEMENT

PROJ. MGR.: **LS**
DRAWN BY: **SW/JLM**
DATE: **10/2019**
SCALE: **1"=200'**



Manhard
CONSULTING LTD.

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SHEET
1 OF **2**
KDHDNCV

January 10, 2020 - 13:15 Dwg Name: P:\Khdhcnv01\dwg\Surv\Final Drawings\Exhibits\Surv\KDHDNCV01 ESMT EX.dwg Updated By: L.Smithson

EXHIBIT C-1

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°14'13"E	80.63'
L2	N00°05'55"E	230.00'
L3	N38°07'39"E	110.12'
L4	N51°42'39"E	442.73'
L5	N18°45'17"E	288.65'
L6	S89°19'20"E	91.14'
L7	S01°04'37"W	280.18'
L8	N00°55'13"E	100.00'
L9	N89°20'06"W	85.27'
L10	S01°04'34"W	150.19'
L11	S89°19'20"E	4.53'
L12	N18°45'17"E	288.65'
L13	N38°07'39"E	110.12'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	30.00'	27.20'	51°56'57"
C2	270.00'	64.01'	13°35'00"
C3	30.00'	17.26'	32°57'22"
C4	270.00'	338.93'	71°55'23"
C5	40.00'	50.21'	71°55'23"
C6	260.00'	149.55'	32°57'22"
C7	40.00'	9.48'	13°35'00"
C8	260.00'	235.83'	51°58'07"

BASIS OF BEARINGS:

GRID NORTH, MODIFIED NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1927 (NAD 27) DETERMINED USING REAL TIME KINEMATIC GPS (RTK GPS) OBSERVATIONS OF NEVADA DEPARTMENT OF TRANSPORTATION (NDOT) CONTROL MONUMENTS 158220X, AND NGS CONTROL MONUMENT U316 RESET. THE BEARING BETWEEN SAID POINTS TAKEN AS NORTH 01°23'24" EAST.

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VALLEY KNOLLS	DOUGLAS COUNTY	TEMP. CONST. & SLOPE EASEMENT
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PROJ. MGR.:	LS
DRAWN BY:	SW/ILM
DATE:	09/2019
SCALE:	N/A



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SHEET
2 OF 2
KDHDCNV

January 10, 2020 - 13:15 Dwg Name: P:\Kdhdcnv01\dwg\Surv\Final Drawings\Exhibits\Surv\KDHDCNV01 ESMT EX.dwg Updated By: LSmithson