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A.P.N. 1219-15-001-002

After Recording Return To:
R.O. Anderson Engineering, Inc.
P.O. Box 2229
Minden, NV 89423

REQUESTED BY
R.O. Anderson Eng. INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA
2003 SEP 25 PM 1:26
WERNER CHRISTEN
RECORDER
\$ 17.00 PAID *PK* DEPUTY

**GRANT OF PUBLIC UTILITY EASEMENT
FOR
UTILITY PURPOSES**

THIS INDENTURE, made and entered into on September 24, 2003, by and between Five Creek, LLC, (hereinafter referred to as "Grantor"), and Mikim Development Company, LLC, (hereinafter referred to as "Grantee"),

WITNESSETH:

GRANTOR, for and in consideration of Ten Dollars (\$10.00) in hand paid by Grantee and other good and valuable consideration, receipt of which is hereby acknowledgment, does hereby grant to Grantee, its successors, assigns and agents, a permanent Public Utility Easement, (hereinafter called "P.U.E.") for utility purposes, across, over under and through the following described property situate in the County of DOUGLAS, State of NEVADA, to-wit:

See Attached Description

IT IS FURTHER AGREED:

1. Grantee shall have at all times ingress and egress to the above-described land for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstruction and operating its utility facilities.
2. Grantee shall be responsible for any damage to personal property of improvements, suffered by Grantor by reason of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating its utility facilities.
3. Grantee will at all times save and hold harmless Grantor with respect to any and all loss, damage or liability suffered or sustained by reason of any injury or damage to any person or property, caused by the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating its utility facilities.
4. Grantor shall not erect or construct, nor permit to be erected or constructed any building, fences or structures, nor permit any activity which in the reasonable judgment of Grantee is inconsistent with Grantee's use of the P.U.E.

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5. 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 the P.U.E., which in the reasonable judgment of Grantee may interfere with or endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of its utility facilities.
6. Grantee shall have the right to cut and trim all trees within, adjacent to and outside the P.U.E. which may in the reasonable judgment of Grantee endanger the construction, altering, maintaining, inspecting, repairing, reconstructing and operating of its utility facilities.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

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

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

GRANTOR:

FIVE CREEK, LLC

By: *Cole S. Smith*

Title: Manager

Date: 9/24/03

STATE OF NEVADA:)
) ss:
 COUNTY OF DOUGLAS:)

This instrument was acknowledged before me, a Notary Public on the 23rd day of, September, 2003, by Cole S. Smith of FiveCreek LLC.



Laurel S. Ballou
 NOTARY PUBLIC

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247-10-01
02/28/02
Revised 03/19/02
Revised 05/01/02

DESCRIPTION
20' WIDE WATERLINE EASEMENT
(Over Five Creek Limited Liability Co. A.P.N. 1219-15-002-028)

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

A twenty foot (20') wide strip of land for waterline purposes located within a portion of Section 15, Township 12 North, Range 19 East, Mount Diablo Meridian, lying 10 feet on both sides of the following described centerline:

Commencing at the northwest corner of Adjusted Parcel 4 as shown on the Record of Survey to Support a Boundary Line Adjustment for Wilfred L. and Doreen F. Jones and Margaret J. Biggs recorded July 31, 2001 in the office of Recorder, Douglas County, Nevada as Document No. 519652, a found 5/8" rebar with plastic cap, PLS 3922;

thence along the westerly boundary of said Adjusted Parcel 4, South 00°12'27" West, 712.21 feet;

thence South 79°41'21" West, 197.86 feet;

thence North 52°45'51" West, 94.74 feet;

thence North 75°15'51" West, 75.89 feet;

thence South 70°59'09" West, 92.26 feet;

thence South 37°14'09" West, 67.37 feet;

thence South 25°59'09" West, 101.41 feet;

thence South 14°44'09" West, 14.91 feet;

thence along the arc of a curve to the right having a radius of 270.00 feet, central angle of 22°30'00", arc length of 106.03 feet, and chord bearing and distance of South 25°59'09" West, 105.35 feet;

thence South 37°14'09" West, 2.69 feet to a point on the easterly boundary of Lot C as shown on Planned Unit Development 2014-1 for Job's Peak Ranch Unit 1 recorded June 13, 1997 in said office of Recorder as Document No. 415114, the POINT OF BEGINNING;

thence South 37°14'09" West, 101.62 feet;

thence South 59°44'09" West, 91.95 feet;

thence South 82°14'09" West, 91.01 feet;

thence South 48°56'10" West, 151.87 feet;

thence South 16°07'34" West, 88.60 feet to a point on the easterly line of Five Creek Road, a 50 foot private access, drainage, and public utility easement as shown on said Document No. 415114, the TERMINUS of this description, containing 10,656 square feet, more or less.

The sidelines of the above described strip of land shall be extended and shortened to

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terminate at said easterly boundary of Lot C and said easterly line of Five Creek Road. The southerly line of this waterline easement shall extend 10 feet beyond the intersection of the waterlines in said Five Creek Road and terminate at said easterly line of Five Creek Road.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423

