

OFFICIAL RECORD

Requested By:

STEWART TITLE OF DOUGLAS  
COUNTY

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00  
BK-0106 PG-01035 REPT: 0.00



APN: 1420-08-610-006

**RECORDING REQUESTED BY, AND  
WHEN RECORDED, RETURN TO:**

Syncon Homes  
Attn: Cheri Glassick, Esq.  
2221 Meridian Boulevard, #A  
Minden, Nevada 89423

**RESERVATION OF EASEMENTS**

This Reservation of Easements (the "Reservation") is made and entered into as of the date of its recordation in the official records of Douglas County, Nevada ("Effective Date") by The Springs VI, LLC, a Nevada limited liability company ("SVI"), with reference to the following facts:

**RECITALS**

A. SVI is the owner of that certain real property located in Douglas County, Nevada, described as lot 625 (the "Lot"), as shown on the Final Subdivision Map LDA 990-054-06 for Sunridge Heights III, Phase 6, filed for record in the Office of the Douglas County Recorder on August 24, 2004, in Book 0804, at Page 10164, as File Number 622411 (the "Map").

B. The Lot is located within that certain residential common-interest community in Douglas County, Nevada, arising under that certain Declaration of Covenants Conditions and Restrictions for The Springs Property Owners Association, Douglas County, Nevada, recorded in the Office of the Douglas County Recorder on April 3, 2000, in Book 0400, as Document Number 0489256 (which, together with all supplements, amendments, and re-recordings thereof—including, without limitation, that re-recording in the Office of the Douglas County Recorder on January 8, 2004, in Book 0104, Page, as Document Number 0601481—is referred to herein as the "Declaration"), which community is commonly known as The Springs.

C. The Lot, as improved by SVI, includes or will include certain drainage facilities (the "Drainage Facilities") on that portion of the Lot more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Area"). The Drainage Facilities provides water (including storm water) drainage that are intended to benefit the other lots within The Springs.

E. In connection with its general development plans and the government approvals for The Springs, SVI now desires to create certain easements over the Lot, all as more particularly set forth herein.

NOW, THEREFORE, SVI hereby declares as follows:

**RESERVATION**

**I. Reservation of Drainage Easement.** SVI hereby reserves over the Easement Area, for the benefit of The Springs Property Owners Association (i) a perpetual, appurtenant, non-exclusive easement over and upon the Easement Area, for the use, maintenance, replacement, and repair of the Drainage Facilities, as well as for the installation, use, maintenance, replacement, and repair any drainage facilities and/or improvements the Association hereafter elects to place upon the Easement Area; (ii) a perpetual, appurtenant, non-exclusive easement over and upon the Easement Area, for use of the Drainage Facilities, including drainage and water detention according to the drainage patterns created or required by the grading plans for The Springs approved by the County of Douglas; and (iii) a perpetual, appurtenant, non-exclusive easement over and upon the Easement Area for such access as the Association may need to enjoy the foregoing rights, or to enjoy similar rights held by the Association on other single-family residential lots or common area within The Springs.

**II. Maintenance Obligations.** The Association hereby covenants to maintain the Drainage Facilities, and all improvements related thereto, in good order and repair, and to undertake such maintenance, replacements, and repairs as are necessary to comply with the foregoing standard. The Association shall carry out its obligations hereunder promptly and in a manner reasonably designed to minimize any adverse impact on the Lot. Without limiting the generality of the foregoing two sentences, the Association shall (i) have a licensed, certified and insured, civil or soils engineer inspect the Drainage Facilities at least once per year and following any significant storm event (that is, a storm event that produces a flow depth of one (1) foot in any channel); (ii) remove, at each inspection, woody plant species within immediate channel flowlines and basins; (iii) remove, at each inspection, debris, such as branches and trash, from all Drainage Facilities in order to reduce the potential for the clogging and/or obstruction of the Drainage Facilities; (iv) remove from channels and basins, sediment and silt deposits in excess of one-half (1/2) foot in depth, which removal, if required or recommended by the soils or civil engineer, shall conform to the original geometric section of the channel or basin and any removal should take place under the observation or guidance of the soils or civil engineer; (v) undertake any necessary repairs or restoration recommended by the soils or civil engineer upon inspection. Any deposit or erosion to be remedied in accordance with subsections (iv) and (v) above shall be addressed as soon as the channel or basin has dried sufficiently to allow maintenance equipment to operate within the channel or basin in an efficient manner so as to minimize channel or basin disturbances. Notwithstanding the foregoing, should the degree of deposit or erosion be such that channel or basin integrity is compromised in a manner that imperils public health, safety, and welfare, remedial measures to restore the channel or basin shall be taken immediately, whether during or after a storm event, to keep flows confined within the Drainage Facilities.



**III. Disclosure.** SVI hereby gives notice to all persons hereafter acquiring or owning any interest in the Lot, however such interest may be obtained, that Drainage Facilities located upon the Lot (including, without limitation, swales, drainage channels and/or detention ponds) will facilitate drainage off of neighboring properties. Such drainage facilitation, and the location of such facilities, may impact the desirability of the Lot. Finally, notice is given that certain Drainage Facilities, particularly detention ponds and channels, may present a danger while transporting or detaining water, and that the surest way to protect owners, family, guests, pets and other property from harm is to prevent any active use or interference with said facilities.

Dated as of January 3, 2006.

**THE SPRINGS VI, LLC,  
a Nevada limited liability company**

**By: SYNCON HOMES,  
a Nevada corporation**

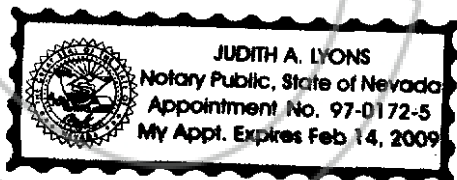
**Its: Manager**

By: Andrew W. Mitchell  
ANDREW W. MITCHELL

Its: pres

STATE OF NEVADA )  
                                  )  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on January 3, 2006, by Andrew W. Mitchell, as President of Syncon Homes, a Nevada corporation, as Manager of The Springs VI, LLC, a Nevada limited liability company.



Judith Lyons  
Notary Public  
My Commission Expires: Feb 14, 2009

**Exhibit "A"**

**Drainage and Access Easement Area**

An easement for Drainage and Access purposes in, over and across the Southwesterly 12 feet lot 625 as depicted and shown on the Final Subdivision Map LDA 990-054-06 for Sunridge Heights III, Phase 6, filed for record in the Office of the County Recorder of Douglas County on August 24, 2004, in Book 0804, at page 10164, as file number 622411.

