

OFFICIAL RECORD
Requested By:
SYNCON HOMES

APN: 1420-07-310-013

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 9 Fee: 22.00
BK-1006 PG- 2811 RPTT: 0.00

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



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

STORM DRAIN FACILITY EASEMENT AGREEMENT

This Storm Drain Facility Easement Agreement (the "Agreement") is made and entered into as of the 4 day of October, 2006 (the "Effective Date"), by and between Owsley R. Cheek, Jr., an unmarried man ("Grantor"), and Douglas County, a political subdivision of the State of Nevada, and Indian Hills General Improvement District, a political subdivision of Douglas County, Nevada (collectively, "Grantee"). Grantor and Grantee are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

A. Grantor is the owner of that certain real property located at 899 Mica Drive, Carson City, Nevada (the "Servient Property").

B. Syncon Homes, a Nevada corporation ("Syncon Homes") is the owner of that certain real property located in Douglas County, Nevada, more particularly described in **Exhibit "A"** attached hereto and incorporated herein this reference (the "Valley Vista 7 Property").

C. In connection with the development of the Valley Vista 7 Property, Grantee desires to obtain from Grantor, and Grantor desires to grant to Grantee, a storm drain facilities easement over a portion of the Servient Property, such portion being more particularly described in **Exhibit "B"** and depicted in **Exhibit "C"**, both of which are attached hereto and incorporated herein by this reference (the "Easement Area").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

AGREEMENT

I. Recitals. The foregoing Recitals are true and correct and are incorporated herein.

II. Grant of Easements. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement over the Easement Area for the following purposes: (1) the construction, installation, repair, replacement, maintenance, operation, and unlimited public use of such storm drain facilities as Grantee may wish to construct or cause to be constructed underground for underground storm drainage facilities (the "Storm Drain Facilities"), and (2) such ingress and egress as may be necessary to enjoy the aforementioned rights.

III. Grantor's Covenants, Representations, and Warranties.

A. Title. Grantor holds fee title to the Servient Property, and there are no prior encumbrances, liens, restrictions, covenants or conditions to which the Servient Property is subject that will frustrate or make impossible the enjoyment of the easement rights granted herein.

B. No Breach or Default. Neither the execution of this Agreement nor the consummation of the transactions contemplated herein will constitute a breach under any contract or agreement to which Grantor is a party or by which Grantor is bound or affected which affects the Servient Property or any part thereof. Grantor is not in default of any of its agreements, obligations, or liabilities pertaining to the Servient Property, and there is no state of facts, circumstance, condition or event which, after notice or lapse of time, or both, would constitute or result in any such default.

C. No Litigation and Other Proceedings. Grantor is not in the hands of a receiver, nor has Grantor committed an act of bankruptcy, nor has an order for relief been entered with respect to Grantor. There are no judgments unsatisfied against Grantor or the Servient Property or consent decrees or injunctions to which Grantor or the Servient Property is subject, and there is no litigation, claim or proceeding pending or, to the best of Grantor's knowledge and belief, threatened against or relating to Grantor and Grantor's ownership, operation of or title to the Servient Property, nor does Grantor know or have reasonable grounds to know of any basis for any such action.



D. Authorization and Validity. This Agreement is duly authorized, executed, and delivered by Grantor, and is a legal, valid, and binding obligation of Grantor enforceable against Grantor in accordance with its terms.

E. No Material Defects. Grantor has no knowledge of any defect or condition of the Easement Area or the Servient Property that would make the use of the Storm Drain Facilities unsafe for the general public.

F. No Alteration. Grantor hereby covenants with Grantee that Grantor shall not undertake any activity in relation to the Easement Area or the Storm Drain Facilities that may impair the normal function of the Storm Drain Facilities.

IV. Property Taxes and Assessments. Nothing in this Agreement shall be deemed to create in Grantee an obligation to pay any property taxes or assessments charged against the Easement Area or any other portion of the Servient Property.

V. Condemnation. Grantee shall not, by reason of the easements created pursuant to this Agreement, have any right to any award or payment received by Grantor as a result of Grantor's property being taken through an exercise of the power of eminent domain.

VI. Receipt of Funds. By affixing its signature below, Grantor acknowledges having previously received from Valley Vista 7, the sum of Fifteen Thousand and No/100ths Dollars (\$15,000.00), which sum has been paid to Grantor in consideration of the rights granted, the obligations assumed, and the representations and covenants made by Grantor herein. In light of Valley Vista 7's payment to Grantor, Valley Vista 7 shall be deemed an intended third-party beneficiary of Grantor's covenants, representations, and warranties hereunder.

VII. General Provisions.

A. Covenants and Equitable Servitudes. All provisions of this Agreement shall be binding upon the successors and assigns of the Parties and shall be deemed to run with the Servient Property as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute burdens to the Servient Property, and to all persons hereafter acquiring or owning any interest in the Servient Property, however such interest may be obtained.

B. Modification and Waiver. No claim of waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be made against any Party except on the basis of a written instrument executed by or on behalf of such Party.

C. No Other Inducement. The making, execution and delivery of this Agreement by the Parties hereto has been induced by no representations, statements, warranties or agreements other than those herein expressed.

D. Construction and Interpretation. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement shall be construed as if the Parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one Party. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and neuter, and vice versa

E. Paragraph Headings. The headings of the several paragraphs of this Agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

F. Attorneys' Fees. Should any Party hereto employ an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing Party shall be entitled to receive from the other Party thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

G. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada, without giving effect to the choice of law principles of said State.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement.

I. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein.

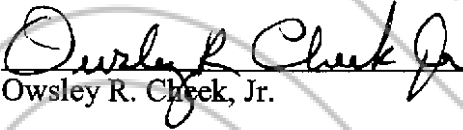
J. Additional Actions and Documents. The Parties agree to take such additional actions and execute such additional documents as may be necessary or proper to carry out the transactions contemplated by this Agreement.

K. Limitation of Liability. Grantor is obligated to perform its obligations under this Agreement as owner of the Servient Property only during the time Grantor owns such title. Any owner who transfers all of its interests in the Servient Property is relieved of all liability with respect to the obligations of an owner of the Servient Property under this Agreement to be performed on or after the date of transfer.

L. Breach Shall Not Permit Termination. No breach of this Agreement shall entitle either Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which may be available to such Party at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

GRANTOR: **OWSLEY R. CHEEK, JR., an unmarried man**

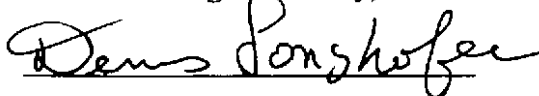

Owsley R. Cheek, Jr.

GRANTEE: **DOUGLAS COUNTY, a political subdivision
of the State of Nevada**

By: 

Its: County Engineer

**INDIAN HILLS GENERAL IMPROVEMENT DISTRICT, a
political subdivision of Douglas County, Nevada**

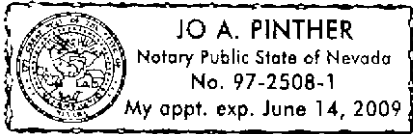
By: 

Its: General Manager



STATE OF NEVADA)
)
COUNTY OF DOUGLAS)

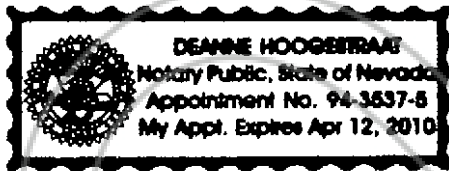
This instrument was acknowledged before me on September 27, 2006, 2006, by Owsley R. Cheek, Jr., an unmarried man.



JO A. PINTHER
Notary Public
My Commission Expires: June 14, 2009

STATE OF NEVADA)
)
COUNTY OF DOUGLAS)

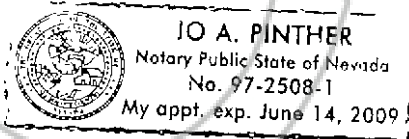
This instrument was acknowledged before me on Oct 2, 2006, by Carl Ruschmeyer as Co. Engineer of Douglas County, a political subdivision of the State of Nevada.



Deanne Hoogestraat
Notary Public
My Commission Expires: 4-12-10

STATE OF NEVADA)
)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on September 27, 2006, by DENNIS Longhofer as General Manager of Indian Hills General Improvement District, a political subdivision of Douglas County, Nevada.



JO A. PINTHER
Notary Public
My Commission Expires: June 14, 2009

Exhibit "A"

Legal Description of Valley Vista Estates, Phase 7

All that certain real property situate within the southwest ¼ of Section 7, Township 14 North, Range 20 East, M.D.M., Douglas County, Nevada more particularly described as follows:

BEGINNING at the center ¼ corner of said Section 7, as shown on the Final Map of Valley Vista Estates, Phase 6, Recorded as Document No. 540408 in the Official Records of Douglas County, Nevada;

THENCE S 89°35'26" W, a distance of 686.76 feet;

THENCE N 00°08'51" E, a distance of 36.22 feet;

THENCE along a curve to the right having a radius of 125.00 feet, arc length of 78.07 feet, delta angle of 35°47'00", a chord bearing of N 18°02'21" E, and a chord length of 76.80 feet to a point of reverse curvature;

THENCE along a curve to the left having a radius of 20.00 feet, arc length of 14.00 feet, delta angle of 40°05'49", a chord bearing of N 15°52'57" E, and a chord length of 13.71 feet to a point of reverse curvature;

THENCE along a curve to the right having a radius of 55.17 feet, arc length of 106.06 feet, delta angle of 110°09'06", a chord bearing of N 50°54'36" E, and a chord length of 90.47 feet;

THENCE N 29°15'04" E, a distance of 201.21 feet;

THENCE N 34°21'51" E, a distance of 587.59 feet;

THENCE N 52°34'23" E, a distance of 75.80 feet;

THENCE S 89°51'41" E, a distance of 100.85 feet;

THENCE S 00°08'19" W, a distance of 622.37 feet;

THENCE N 89°51'41" W, a distance of 20.00 feet;

THENCE S 00°08'19" W, a distance of 20.00 feet;

THENCE S 89°51'41" E, a distance of 20.00 feet;

THENCE S 00°08'19" W, a distance of 238.62 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 8.66 acres, more or less.

PREPARED BY: Capital Engineering
P.O. Box 3750
Carson City, NV 89702

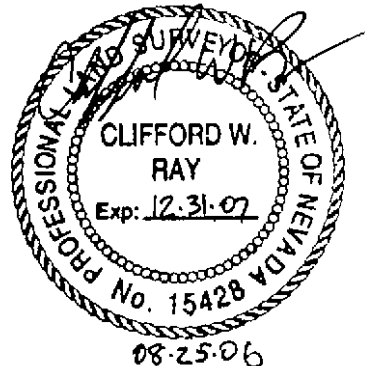


Exhibit "B"
LEGAL DESCRIPTION

15' STORM DRAINAGE EASEMENT

All that certain real property situate within the southwest ¼ of Section 7, Township 14 North, Range 20 East, M.D.M., Douglas County, Nevada more particularly described as follows:

A 15 foot strip of land being 5 feet on the westerly side and 10' on the easterly side of the following described centerline:

COMMENCING at the center ¼ corner of said Section 7, said point also being the northeast corner of Lot 10, as shown on Vista Grande Subdivision, Unit One, Document No. 26518, Official Records of Douglas County, Nevada;

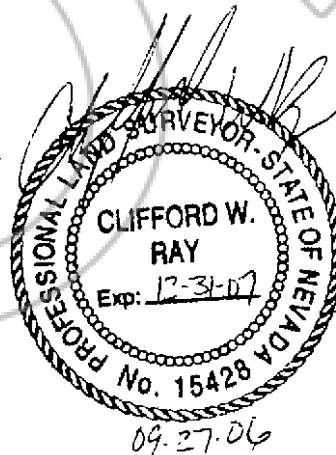
THENCE S 89°35'15" W, along the north line of said Lot 10, a distance of 10.00 feet to the **POINT OF BEGINNING**;

THENCE S 00°08'40" W, a distance of 311.13 feet more or less to the south line of said Lot 10, said point also being the **POINT OF ENDING**.

The side lines of said 15' STORM DRAINAGE EASEMENT are to be extended or shortened to begin on the north line of said Lot 10, and terminate on the south line of said Lot 10.

CONTAINING 4,668 square feet, more or less.

Reference is hereby made to the aforementioned Subdivision Map No. 26518 as the basis of bearing for the above description.



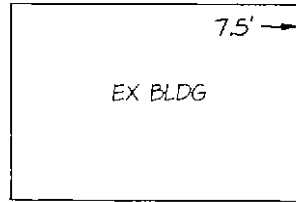
PREPARED BY: Capital Engineering
P.O. Box 3750
Carson City, NV 89702



N89°35'15"E
10.00'

PROPERTY LINE (TYP)

FND. BLM BRASS CAP
CENTER 1/4 CORNER SEC. 7



500°08'40"W
311.13

311.38

APN 1420-07-310-013
CHEEK, OWSLEY R JR
LOT 10
VISTA GRANDE SUBDIVISION
UNIT ONE

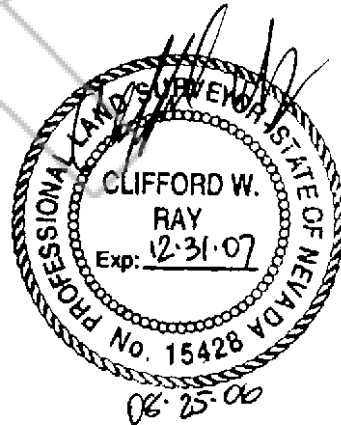
15' STORM DRAIN EASEMENT

5.0'

10.0'



500°08'40"W



REFERENCE IS HEREBY MADE TO THAT CERTAIN
SUBDIVISION MAP OF VISTA GRANDE, UNIT ONE
DOCUMENT NO. 26518, OFFICIAL RECORDS OF
DOUGLAS COUNTY AS THE BASIS OF BEARING FOR
THIS DOCUMENT.

MICA DRIVE

Prepared By:



CAPITAL ENGINEERING

P.O. Box 3750
Carson City, NV 89702
(775) 882-5630

EXHIBIT "C" MAP to ACCOMPANY GRANT of STORM DRAINAGE EASEMENT

MARCH 2006

No. ... \279\279-SD-ESMT.DWG



BK- 1006

PG- 2819