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APNs: 1420-08-314-017; 1420-08-314-018;
1420-08-314-019; 1420-08-314-020;
1420-08-314-021; 1420-08-314-022;
1420-08-314-023

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OFFICIAL RECORD
Requested By:
SYNCON HOMES

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 6 Fee: 19.00
BK-0307 PG- 4653 RPTT: 0.00



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

Syncon Homes,
Attn: Cheri Glassick, Esq.
990 Ironwood Drive
Minden, Nevada 89423

**ASSIGNMENT OF EASEMENT
(The Springs)**

This Assignment of Easement ("Assignment") is made and entered into, effective as of the date of its recordation in the Official Records of Douglas County, Nevada (the "Effective Date"), by and between Syncon Homes, a Nevada corporation ("Syncon"), and The Springs Property Owners Association Inc., a Nevada non-profit cooperative corporation (the "Association"). Syncon and the Association are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

A. Syncon is the current or previous owner of that certain real property located in Douglas County, Nevada, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Lots").

B. The Association is the homeowners association with jurisdiction over The Sunridge Heights III, Phases 2 through 7 common-interest community (the "Community"), which is the common-interest community within which the Lots are located. In said role, the Association performs certain duties associated with the maintenance of areas of common responsibility within the Community.

C. Pursuant to that certain Reservation of Easement for Drainage Facilities recorded in the Official Records of Douglas County, Nevada, on December 23, 2003, in Book 1203, at Page 10882, as Document Number 0600441 (the "Easement"), Syncon is the holder of certain reserved easement rights and obligations over the Lots, all of which relate to the placement and use of certain drainage facilities upon the Lots in locations more

particularly set forth in the Easement (the "Drainage Facilities"). The Drainage Facilities operate for the benefit of the general drainage system within the Community, including drainage systems located upon real property owned and maintained by the Association.

D. In order to provide for perpetual establishment, maintenance, operation, and use of the Drainage Facilities, and in order to facilitate the orderly functioning of the drainage system established for the overall Community, Syncon now desires to assign to the Association, and the Association desires to acquire and assume from Syncon, all of Syncon's rights and obligations under the Easement, as more particularly set forth below.

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

AGREEMENT

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

II. Assignment and Assumption. Syncon hereby assigns and sets over unto the Association, and the Association hereby acquires and assumes from Syncon, all of Syncon's right, title, interest, and obligations in and arising under the Easement.

III. Indemnity. Syncon shall defend, protect, indemnify and hold harmless the Association against any and all damages, losses, expenses, assessments, fines, costs and liabilities (including without limitation, all interest, penalties and attorney's fees) based upon or arising out of any claim of personal injury, property damage, or other claim related to the Easement prior to the Effective Date. Similarly, the Association shall defend, protect, indemnify and hold harmless Syncon against any and all damages, losses, expenses, assessments, fines, costs and liabilities (including without limitation, all interest, penalties and attorney's fees) based upon or arising out of any claim of personal injury, property damage, or other claim related to the Easement following the Effective Date.

IV. General Provisions.

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

B. **Construction and Interpretation.** Wherever possible, each provision of this Assignment shall be interpreted in such manner as to be valid under applicable law, but, if any provision of this Assignment 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 Assignment. This Assignment shall be construed as if the Parties jointly prepared this Assignment 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

C. Paragraph Headings. The headings of the several paragraphs of this Assignment 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.

D. Attorneys' Fees. Should any Party hereto employ an attorney for the purpose of enforcing or construing this Assignment, or any judgment based on this Assignment, 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.

E. Governing Law. This Assignment 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.

F. Counterparts. This Assignment 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.

G. Entire Agreement. This Assignment 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.

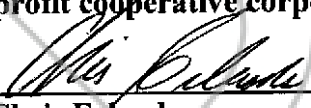
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IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the day and year first above written.

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

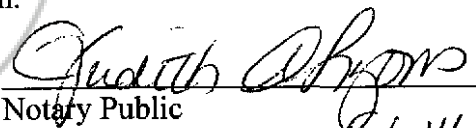
By: 
Mike Lemke
Its: **President**

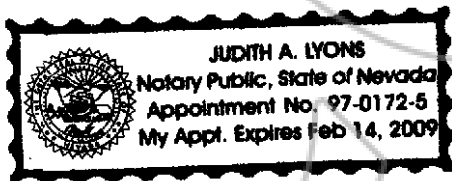
THE ASSOCIATION: **THE SPRINGS PROPERTY OWNERS**
ASSOCIATION INC.,
a Nevada non-profit cooperative corporation

By: 
Chris Erlendson
Its: **President**

STATE OF NEVADA)
)
COUNTY OF DOUGLAS)

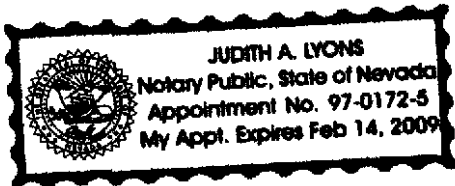
This instrument was acknowledged before me on March 14, 2007, by Mike Lemke as President of Syncon Homes, a Nevada corporation.


Notary Public
My Commission Expires: Feb 14, 2009



STATE OF NEVADA)
)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on March 14, 2007, by Chris Erlendson as President of The Springs Property Owners Association Inc., a Nevada non-profit cooperative corporation.



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

LEGAL DESCRIPTION
Exhibit "A"

All that certain real property located within Section 8, Township 14 North, Range 20 East, M.D.M., being Lots 68 through 74 as shown on the Final Map for Sunridge Heights III, Phase 4, recorded in book 502 at page 8960, on May 29th, 2002, as document No. 543297, official records of Douglas County, Nevada.

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