

OFFICIAL RECORD

Requested By:  
SYNCON HOMES

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

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 10 Fee: 23.00  
BK-0307 PG- 6960 RPTT: 0.00



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

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

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**EASEMENT AGREEMENT  
(The Springs - Bogie Court)**

This Easement Agreement (the "Agreement") is made and entered into as of the date of its recordation in the Office of the County Recorder of Douglas County, Nevada ("Official Records"), by and between Syncon Homes, a Nevada corporation ("Grantor"), and The Springs Property Owners Association Inc., a Nevada non-profit cooperative corporation ("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 in Douglas County, Nevada, described as lots 68 through 73, inclusive, as shown on the Final Subdivision Map LDA#99-054-4 for Sunridge Heights III, Phase 4, filed for record in the Official Records on May 29, 2002, in Book 0502, at Page 8960, as Document Number 543297 (each individually a "Bogie Court Lot", and collectively the "Bogie Court Lots").

B. The Bogie Court Lots are included within that certain residential common-interest community in Douglas County, Nevada, created by that certain Declaration of Covenants Conditions and Restrictions for The Springs Property Owners Association, recorded in the Official Records on April 3, 2000, in Book 0400, Page 0286, as Document Number 0489256 (which, together with all supplements, amendments, and re-recordings thereof—including, without limitation, that First Amendment to Declaration of Covenants Conditions and Restrictions for The Springs Property Owners Association recorded in the Official Records on January 8, 2004, in Book 0104, Page 01933, as Document Number 0601481—is referred to herein as the "Declaration"), which community is commonly known as The Springs.

C. The Association is the homeowners association for the Community, as set forth in the Declaration, and holds those rights and obligations related to the Community and the real property encumbered by the Declaration as more particularly described in the Declaration.

D. In connection with Grantor's plans for the development of the Bogie Court Lots, and in connection with Grantee's plans and obligations related to the maintenance of common area properties within the vicinity of the Bogie Court Lots, Grantor desires to grant to Grantee, and Grantee desires to obtain from Grantor, an easement over a portion of the Bogie Court Lots, such portion being more particularly described in **Exhibit "A"** and depicted in **Exhibit "B"**, both of which are attached hereto and incorporated herein by this reference (the "Easement Area").

E. The purpose of the easement referenced in Recital D above is (i) the construction, installation, use, maintenance, repair, and/or replacement of such drainage facilities and rockery walls as Grantor or Grantee may now or hereafter place upon the Easement Area, (ii) ingress and egress over the Easement Area for the purpose of facilitating the construction, installation, use, maintenance, repair, and/or replacement of such drainage facilities and rockery rip rap as may be located on any real property sharing a common boundary line with the Lot, and (iii) such access, ingress, and egress over the Easement Area as may be necessary or useful to enjoy the foregoing rights.

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: (i) the construction, installation, use, maintenance, repair, and/or replacement of such drainage facilities (including, without limitation, underground or above ground storm drain manholes, junctions, inlets, outlets, channels, culverts, ditches, pumping stations, drainage slopes, dams or other storm drainage facilities) ("Drainage Facilities") as Grantor or Grantee may now or hereafter place upon the Easement Area, (ii) ingress and egress over the Easement Area for the purpose of facilitating the construction, installation, use, maintenance, repair, and/or replacement of such Drainage Facilities as may be located on any real property sharing a common boundary line with the Lot, and (iii) such access, ingress, and egress over the Easement Area as may be necessary or useful to enjoy the foregoing rights.

**III. Effective Date.** Grantee's rights and obligations hereunder, including, without limitation, its easement rights under Section II above and maintenance obligations under Section IV below, shall not go into effect as to a particular Bogie Court Lot until the initial conveyance of such Bogie Court Lot from Syncon Homes, a Nevada corporation, to a third-party consumer homebuyer thereof, as evidenced by recordation in the Official Records of a deed effectuating such conveyance.

**IV. Maintenance.** Grantee shall at all times be solely responsible for the maintenance and repair (including any necessary replacements) of the Easement Area, including any Drainage Facilities located thereon, and Grantee shall maintain the Easement Area in good order and repair.

Grantee shall perform its duties hereunder, and time its entries upon the Easement Area related thereto, so as to not unreasonably interfere with the use and enjoyment of a Bogie Court Lot.

**V. Grantor's Use.** At such time as Grantee's rights and obligations under this Agreement become effective as to a particular Bogie Court Lot, as provided in Section III above, Grantor thereafter shall not alter, maintain, replace, remove, modify, or place any item upon any portion of the Easement Area or Drainage Facilities located upon such Bogie Court Lot without the prior written consent of Grantee, nor shall Grantor in any way interfere with the support, structural integrity, or normal operation of the Easement Area, or Drainage Facilities on such Bogie Court Lot.

**VI. Indemnity.** Grantee shall defend, protect, indemnify and hold harmless Grantor 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 resulting from the Grantee's maintenance, repair, restoration, or use of its easement or any improvement or appurtenance thereon, or otherwise arising out of or relating to Grantee's obligations pursuant to this Agreement. In the event that Grantor receives notice of any such claim, Grantor shall inform Grantee of the claim as soon as is reasonably possible.

**VII. 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 Bogie Court Lots.

**VIII. 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.

**IX. Disclosure and Acknowledgement Regarding Drainage Facilities and Common Area Parcel**

The Parties acknowledge that the Easement Area, and the Drainage Facilities and rock rip rap thereon, play an important role in the master drainage system for the property on which the Community is located (such property being referred to herein as the "Subdivision"). The Drainage Facilities collect or will collect water moving off of other lots and common area within the Community, and transport that water out into the master storm-drain system used by the Subdivision. From there, the water generally moves into the water storage and transport facilities operated by the golf course neighboring the Subdivision, including federally-protected wetlands watered by the golf course.

The water passing through the Drainage Facilities comes from neighboring lots, as well as from the common area parcel adjoining the Bogie Court Lots. Some of this water is diffused surface water. However, much of the water coming from the common area originates from the fourteen engineered, horizontal drains that have been installed into the hillside on the common area. These drains draw underground water from the hillside and pass the water down into the Drainage Facilities, all of which promotes stabilization of the hillside, regulated drainage, and retention of soil.

Grantee is or will be responsible for the maintenance of both the Drainage Facilities and the horizontal drain system on the adjacent common area parcel, all pursuant to this Agreement and the Declaration, as well as other documentation that may be recorded prior to the sale of the Bogie Court Lots. Each successor Grantor to the original Grantor named above (each, a "Successor Grantor") agrees, by acceptance of title to a Bogie Court Lot, that such Successor Grantor shall in no way interfere with the Easement Area, Drainage Facilities, rock rip rap, and horizontal drain system on the adjacent common area parcel (including, without limitation, interference that might result from Successor Grantor's construction of improvements on Successor Grantor's lot too close in proximity to the Drainage Facilities and/or the adjacent common area parcel), and acknowledges that any interference may disrupt the planned drainage pattern and thereby cause damage to neighboring property, all of which shall be such Successor Grantor's sole responsibility. Finally, each Successor Grantor, by accepting a deed to a Bogie Court Lot, acknowledges that disruption of the aforementioned drainage system could result in serious personal injury, including injury related to contact with scalding water (some of the water drawn from adjacent common area parcel may be in contact with geothermal resources in the area), which, again, shall be such Successor Grantor's sole responsibility. Without limiting the generality of the foregoing obligations, in order to meet its obligations hereunder, each Successor Grantor shall (i) avoid activities that may adversely impact the structural integrity of the Drainage Facilities, the common area parcel's hillside, the water conveyance system within the common area, and any retaining wall system or drainage facilities located on the common area parcel, including, without limitation, any type of excavation, planting, standing, walking, running, climbing, leaning against, throwing objects against, or placing objects upon the adjacent common area; (ii) strictly abide by all architectural controls and use restrictions promulgated for the Community; (iii) consult with qualified professionals (e.g. civil engineer, landscape architect, etc.) before undertaking any improvement or planting any vegetation may impact the structural integrity of the Drainage Facilities and/or the adjacent common area, and (iv) avoid activities that may adversely impact the structural integrity of the Drainage Facilities or water conveyance system located on the Lot, including, without limitation, any type of digging, excavation, or planting which exceeds a depth of two (2) feet on the Lot and constructing or installing any type of in-ground swimming pool or water feature that exceeds a depth of two (2) feet from the surface.

Without limiting the generality of anything else herein, the Parties acknowledge that even the most remote seismic event could alter the Drainage Facilities, or the water drainage/conveyance system constructed on the adjacent common area parcel.

No representations or warranties of any kind have been or are being made with respect to the use, physical condition, operation, safety or regulation of the Drainage Facilities or the drainage system on the adjacent common area parcel, except as expressly set forth herein. Each Successor Grantor, by acceptance of a deed to a Bogie Court Lot, expressly assumes the risk of damage or injury from living in proximity to the Drainage Facilities and the adjacent common area parcel, including consequences detrimental to the use and enjoyment of such Bogie Court Lot, and agrees to consult with its own insurance agent and advisors with regard to accepting and obtaining insurance against such risks.

**X. General Provisions.**

A. Easements Appurtenant; Covenants and Equitable Servitudes. The easements granted under this Agreement shall be easements appurtenant to the Lot and to the common area parcel (at such time as Grantee acquires title to the common area parcel; until such time, Grantee's easement rights hereunder shall be held in gross). All provisions of this Agreement shall be binding upon the successors and assigns of the Parties and shall be deemed to run with the Lot and the common area parcel (at such time as Grantee acquires title to the common area parcel) as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the Lot and common area parcel, and to all persons hereafter acquiring or owning any interest in the Lot or the common area parcel, 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. As to each Bogie Court Lot, Grantor is obligated to perform its obligations under this Agreement as owner of such Bogie Court Lot only during the time Grantor owns such title. Any owner who transfers all of its interests in a Bogie Court Lot is relieved of all liability with respect to the obligations of an owner of that Bogie Court Lot 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:**

**SYNCON HOMES,  
a Nevada corporation**

By: 

Mike Lemke

Its: **President**

3/21/07

**GRANTEE:**

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

By: 

Chris Erlendson

Its: **President**



STATE OF NEVADA )  
COUNTY OF DOUGLAS )

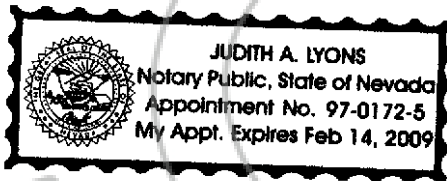
This instrument was acknowledged before me on March 21, 2007, by Mike Lemke as President of Syncon Homes, Inc. a Nevada corporation.



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

STATE OF NEVADA )  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on March 21, 2007, by Chris Erlendson as President of The Springs Property Owners Association Inc., a Nevada non-profit cooperative corporation.



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

**LEGAL DESCRIPTION**  
**For**  
**Access, Maintenance & Drainage Easement**  
**Exhibit "A"**

All that certain real property located within Section 8, Township 14 North, Range 20 East, M.D.M., being a portion of Lots 68 through 73 as shown on the Final Map for Sunridge Heights III, Phase 4, recorded in book 502 at page 8960, on May 29<sup>th</sup>, 2002, as document No. 543297, official records of Douglas County, Nevada, and being more particularly described as follows:

**BEGINNING** at the Southeast corner of said Lot 68;

**THENCE** N.52°14'21"W., a distance of 96.87 feet;

**THENCE** N.14°38'18"W., a distance of 106.31 feet;

**THENCE** N.08°53'44"E., a distance of 117.51 feet;

**THENCE** N.67°38'52"E., a distance of 119.69 feet;

**THENCE** S.72°23'15"E., a distance of 101.88 feet;

**THENCE** S.64°07'29"E., a distance of 50.08 feet;

**THENCE** S.22°40'44"W., a distance of 17.17 feet;

**THENCE** N.66°34'18"W., a distance of 45.00 feet;

**THENCE** S.22°41'46"W., a distance of 84.32 feet to a point on the ROW of Bogie Court, and the beginning of a non-tangent curve, concave to the Southwest, said curve having a radial bearing of S.33°15'45"W.;

**THENCE** along the ROW of Bogie Court, 10.06 feet along the arc of said curve, having a radius of 54.00 feet, through a central angle of 10°40'12" to a point of non-tangency;

**THENCE** leaving said ROW of Bogie Court, N.22°41'46"E., a distance of 83.09 feet;

**THENCE** N.71°44'25"W., a distance of 85.45 feet;

**THENCE** S.66°09'40"W., a distance of 98.94 feet;

**THENCE** S.48°06'49"E., a distance of 110.34 feet to a point on the ROW of Bogie Court, and the beginning of a non-tangent curve, concave to the Southeast, said curve having a radial bearing of S.42°48'03"E.;



**THENCE** along the ROW of Bogie Court, 10.01 feet along the arc of said curve, having a radius of 54.00 feet, through a central angle of 10°37'32" to a point of non-tangency;

**THENCE** leaving said ROW of Bogie Court, N.48°06'49"W., a distance of 109.92 feet;

**THENCE** S.13°41'40"W., a distance of 97.32 feet;

**THENCE** S.14°31'38"E., a distance of 92.66 feet;

**THENCE** N.55°52'04"E., a distance of 93.85 feet to a point on the ROW of Bogie Court, and the beginning of a non-tangent curve, concave to the Northeast, said curve having a radial bearing of N.61°10'50"E.;

**THENCE** along the ROW of Bogie Court, 10.01 feet along the arc of said curve, having a radius of 54.00 feet, through a central angle of 10°37'32" to a point of non-tangency;

**THENCE** leaving said ROW of Bogie Court, S.55°52'04"W., a distance of 94.07 feet;

**THENCE** S.51°27'44"E., a distance of 84.83 feet;

**THENCE** S.22°41'46"W., a distance of 11.14 feet to the **POINT OF BEGINNING**.

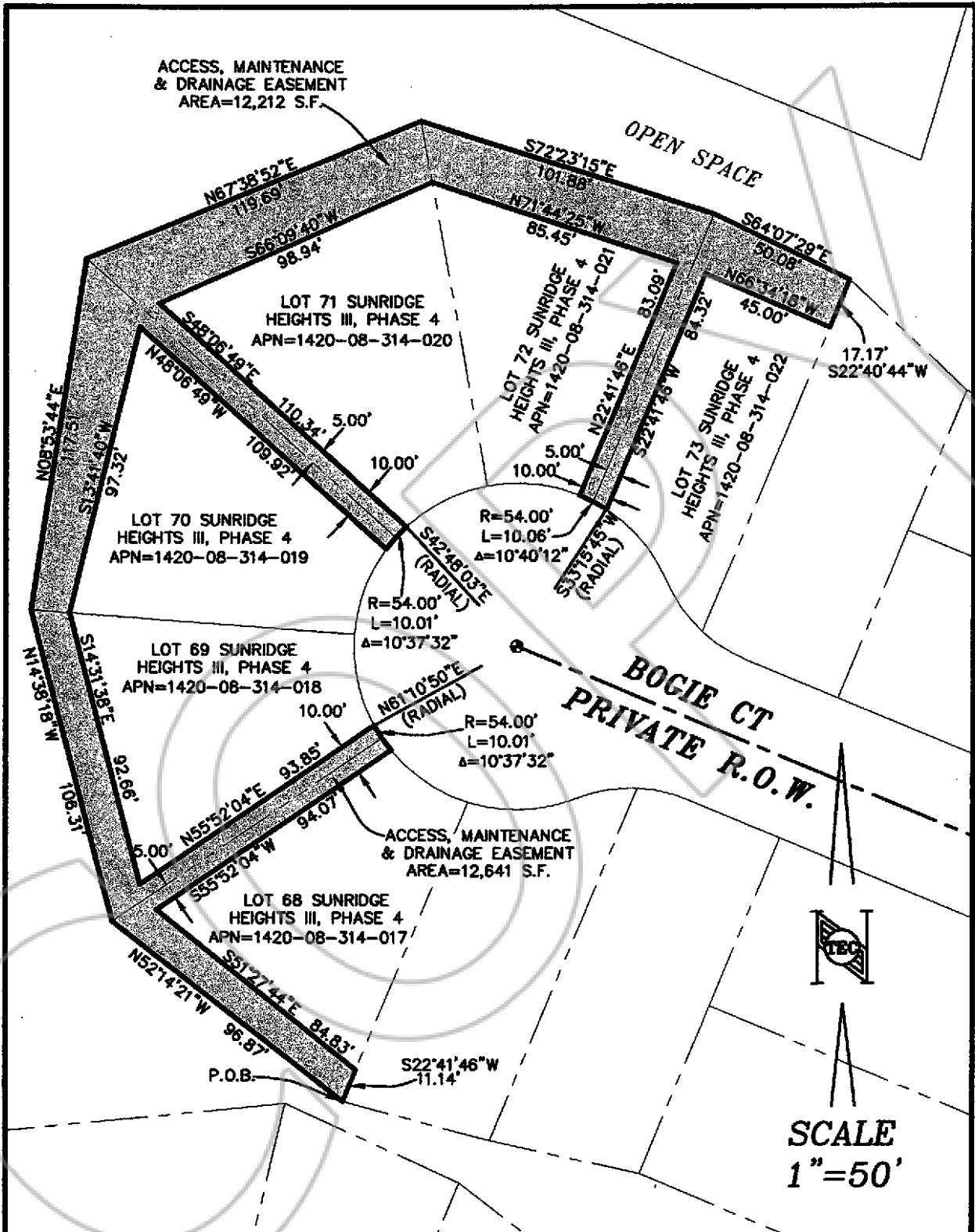
Containing 12,212 sq. ft. more or less.

**BASIS OF BEARINGS** for this legal description is the Final Map for Sunridge Heights III, Phase 4, recorded in book 502 at page 8960, on May 29<sup>th</sup>, 2002, as document No. 543297, official records of Douglas County, Nevada.

This legal description was prepared by:

RANDAL L. BRIGGS, P.L.S.  
500 DAMONTE RANCH PKWY. #1056  
RENO, NV. 89521





**EXHIBIT 'B'**  
 JOB No. SYNCON010  
 DATE: 11-29-08  
 HORIZ. SCALE: 1"=50'

**DOUGLAS COUNTY**  
**EXHIBIT FOR LEGAL DESCRIPTION**  
**FOR ACCESS, MAINTENANCE,**  
**& DRAINAGE EASEMENT**

**CIVIL ENGINEERING CONSULTANTS**  
**TEC**  
 500 Demonte Ranch #1056 Reno, NV 89521  
 Ph. (775) 352-7800, Fax (775) 352-7828