

1419-04-000-017,018,019,020,021  
1419-03-000-009,011,012,013,014,015,017  
1419-09-000-005  
1419-10-000-008,009  
RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Clear Creek Ranch II, LLC  
115 South La Cumbre Lane, Suite 302  
Santa Barbara, CA 93105  
Attention: James S. Taylor  
1009882

DOC # 731857  
10/24/2008 09:02AM Deputy: GB  
OFFICIAL RECORD  
Requested By:  
STEWART TITLE - CARSON  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 14 Fee: 52.00  
BK-1008 PG-3645 RPTT: 0.00



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## IRRIGATION EASEMENT AGREEMENT

This IRRIGATION EASEMENT AGREEMENT ("**Agreement**") is entered into as of October 22, 2008 by and between CLEAR CREEK RANCH, LLC, a Nevada limited liability company ("**Grantor**"), and CLEAR CREEK RANCH II, LLC, a Nevada limited liability company, and THE CLUB AT CLEAR CREEK TAHOE, INC., a Nevada corporation (collectively, "**Grantee**").

### RECITALS

- A. Grantor is the owner of that certain real property more particularly described in **Exhibit "A"** attached hereto (the "**Burdened Property**").
- B. Grantee is the owner of that certain real property more particularly described in **Exhibit "B"** attached hereto (the "**Benefited Property**"). The Benefited Property is located immediately adjacent to the Burdened Property.
- C. Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, certain easement rights to convey water through a portion of the Burdened Property as more particularly described in this Agreement.

### AGREEMENT

1. **Grant of Easements.** Grantor hereby grants to Grantee, for the benefit of (i) the homeowner's association established on the Benefited Property (the "**HOA**") and (ii) the owner of the golf course constructed on the Benefited Property (the "**Golf Course Owner**"), an irrevocable, non-exclusive, perpetual easement (the "**Easement**") upon, over and across that portion of the Burdened Property cross-hatched on **Exhibit "C"** (the "**Easement Area**") for the purposes of installing, operating, repairing, replacing, maintaining and using water pipelines or open channels, together with any and all fittings or structures appurtenant or convenient thereto as are necessary or desirable to convey water through the Burdened Property to the Benefited Property (collectively, the "**Water Facilities**").
2. **Character of Easement.** The Easement shall be appurtenant to the Benefited Property and the Burdened Property and shall therefore be binding upon and run with the Benefited Property and the Burdened Property regardless of a transfer of ownership of the Benefited Property and the Burdened Property. Notwithstanding the foregoing, only the HOA or

the Golf Course Owner may exercise the rights of Grantee set forth herein on behalf of the owners of the Benefitted Property. Additionally, the HOA and the Golf Course Owner shall bear all obligations, costs, and liabilities, if any, of Grantee under this Easement; provided, however, the HOA and the Golf Course Owner may elect to allocate obligations, costs, and liabilities between themselves.

3. Not a Grant of Water Rights. This Easement only grants Grantee a right to convey water across the Burdened Property to the Benefitted Property and shall not be interpreted as granting Grantee any water rights to the water in Clear Creek. In the event the water being conveyed through the Burdened Property comes from Clear Creek, Grantee shall be responsible to ensure that it has adequate rights to draw water from Clear Creek.

4. Duration of Easement. The Easement shall remain effective in perpetuity unless the owner of the Benefitted Property agrees that the easement rights set forth herein can be terminated.

5. Maintenance of Easement Area. Grantee shall, at its sole cost and expense, maintain, repair and replace the Easement Area in good condition and repair and in compliance with all applicable laws, ordinances and regulations.

6. Construction. Grantor hereby grants to Grantee the right to construct, maintain, repair and/or replace the Water Facilities within the Easement Area. If Grantee elects to construct all or any portion of such Water Facilities, Grantee shall do so in accordance with all applicable laws of the Douglas County.

7. Indemnification. Grantee shall indemnify, defend and protect Grantor and its employees, agents and tenants (collectively, the "**Grantor Parties**") and hold the Grantor Parties harmless from and against any and all claims, proceedings, loss, cost, damage, causes of action, liabilities, injury or expense (collectively, "**Claims**") arising out of or related to the use of the Easement by Grantee or any of Grantee's employees, agents, contractors or other third parties using the Easement Area.

8. Insurance. Grantee shall, at all times while this Agreement is in effect, maintain broad form general public liability insurance in an amount not less than \$2,000,000.00 combined single limit covering injury to or death of persons or damage to property, with the Grantor named as an additional insured. The policy shall be carried with a reputable, solvent Best Reports A+/XV carrier licensed to do business in Nevada. Grantor shall receive a certificate of insurance evidencing such coverage prior to Grantee's entry on the Burdened Property. Grantor shall receive at least 30 days notice of cancellation of such policy. Not more frequently than once every ten (10) years, Grantor may require the minimum coverage to be increased to an amount that would be maintained by a prudent property owner of similar property in Douglas County.

9. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the Easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee (or any successor owner of any of the Benefitted Property and the Burdened Property) and recorded in the Official Records of Douglas County, Nevada.



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10. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of each successor-in-interest to Grantor or Grantee.

11. No Partnership, Joint Venture or Principal-Agent Relationship. Neither anything in this Agreement nor any acts of Grantor or Grantee shall be deemed by Grantor, Grantee or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties hereto.

12. Mortgagee Protection. A breach of any of the conditions contained in this Agreement shall not defeat or render invalid the lien of any deed of trust or mortgage made in good faith and for value on the property nor shall any lien created hereby operate to effect or impair the lien of such deed of trust or mortgage; provided, however, that the conditions contained in this Agreement shall be binding upon and effective against any owner of either Property acquired by foreclosure, trustee's sale or otherwise.

13. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original and all of which, when taken together constitute one and the same instrument.

14. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Nevada.

[Signature Page Follows]



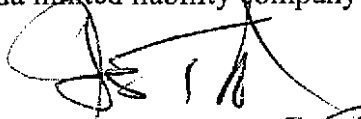
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IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the day and year first hereinabove written.

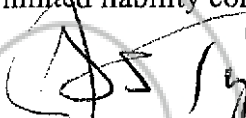
**GRANTOR:**

CLEAR CREEK RANCH, LLC,  
a Nevada limited liability company

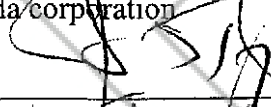
By:   
Print Name: JAMES S. TAYLOR  
Print Title: MANAGING MEMBER

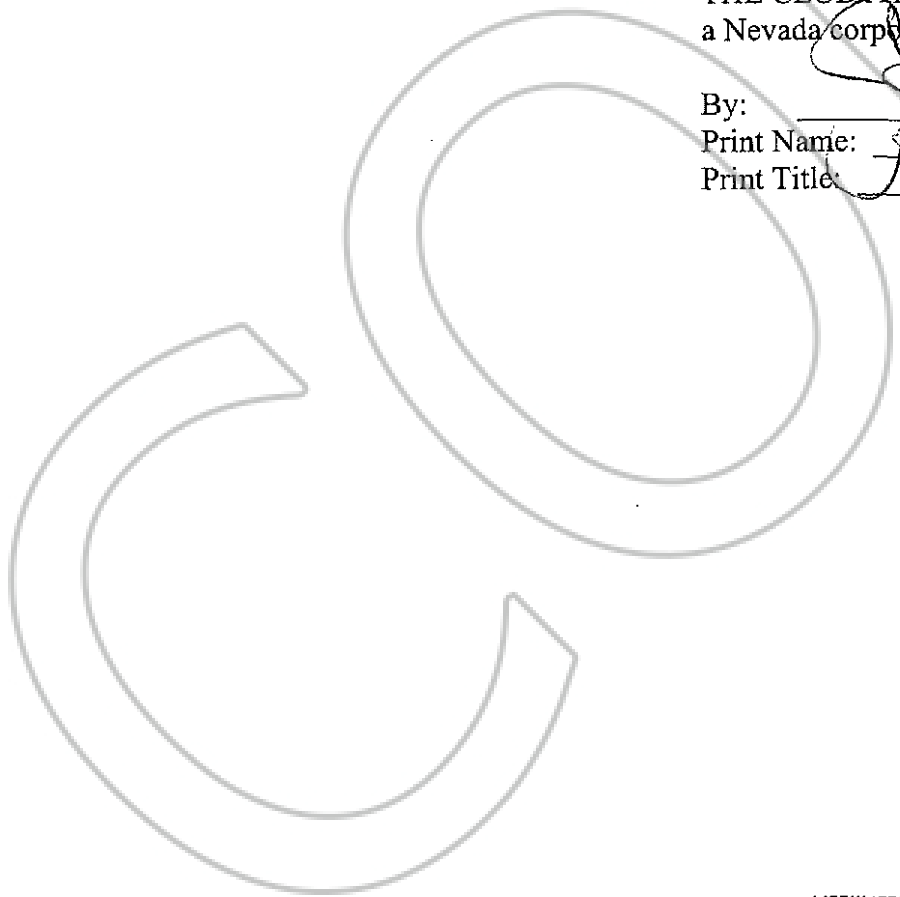
**GRANTEE:**

CLEAR CREEK RANCH II, LLC  
a Nevada limited liability company

By:   
Print Name: JAMES S. TAYLOR  
Print Title: MANAGING MEMBER

THE CLUB AT CLEAR CREEK TAHOE, INC.,  
a Nevada corporation

By:   
Print Name: JAMES S. TAYLOR  
Print Title: PRESIDENT



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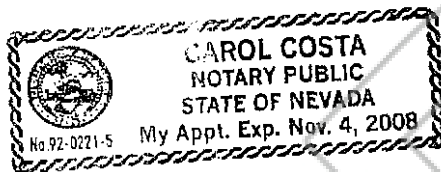
ACKNOWLEDGMENT

State of Nevada

County of Carson City

This instrument was acknowledged before me on 10-22-2008 (date) by James S. Taylor (name(s) of person(s)) as Managing Member (type of authority, e.g. president, trustee, etc.) of Clear Creek Ranch LLC (name of party on behalf of whom instrument was executed)

(Notary stamp)



Carol Costa  
(Signature of notarial officer)

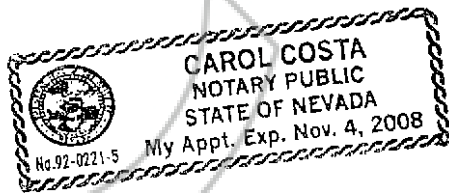
ACKNOWLEDGMENT

State of Nevada

County of Carson City

This instrument was acknowledged before me on 10-22-2008 (date) by James S. Taylor (name(s) of person(s)) as Managing Member (type of authority, e.g. president, trustee, etc.) of Clear Creek Ranch LLC (name of party on behalf of whom instrument was executed)

(Notary stamp)



Carol Costa  
(Signature of notarial officer)



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ACKNOWLEDGMENT

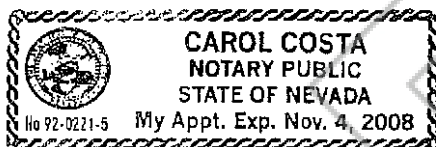
State of Nevada

County of Carson City

This instrument was acknowledged before me on 10-27-2008 (date) by James Staylor (name(s) of person(s)) as President (type of authority, e.g. president, trustee, etc.) of Club & Clear Creek Tahoe Inc. (name of party on behalf of whom instrument was executed)

(Notary stamp)

Carol Costa  
(Signature of notarial officer)



COPY

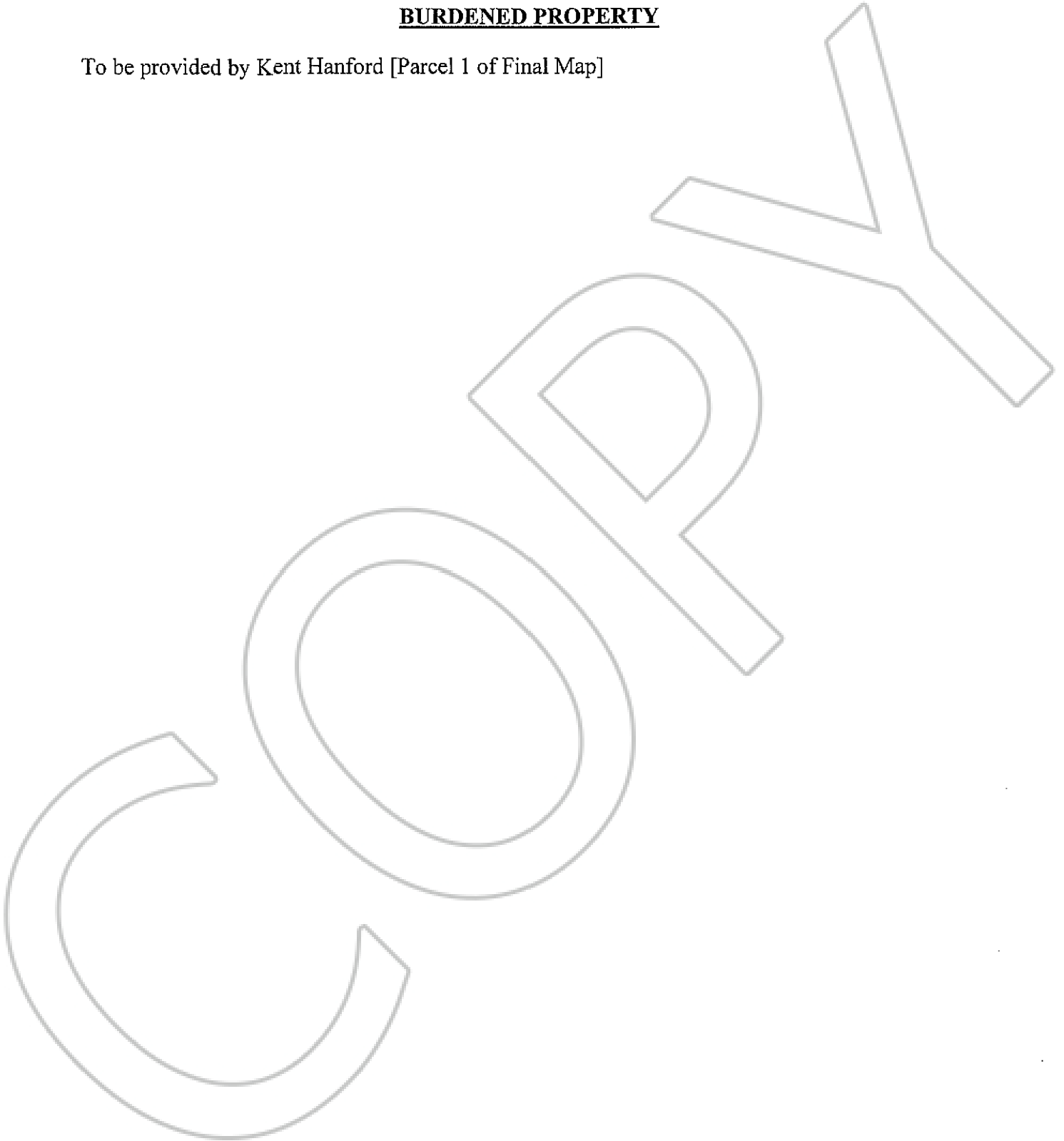


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**EXHIBIT "A"**

**BURDENED PROPERTY**

To be provided by Kent Hanford [Parcel 1 of Final Map]



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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A parcel of land situate in Section 3 and 4, Township 14 North, Range 19 East, MDM, Douglas County, Nevada and being more particularly described as follows:

Parcel 1 as shown on Record of Survey Map, recorded June 27, 2008, as Document No. 725936, Official Records of Douglas County Nevada.

Containing 306.80 Acres more or less.

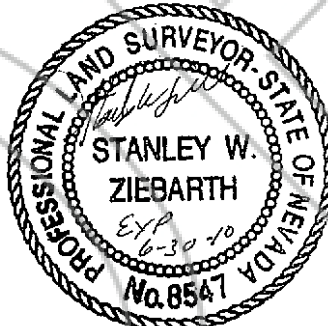
**BASIS OF BEARINGS:** Record of Survey Map, recorded June 27, 2008, as Document No. 725936, Official Records of Douglas County Nevada.

**SURVEYOR'S CERTIFICATE**

I hereby certify that the legal description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

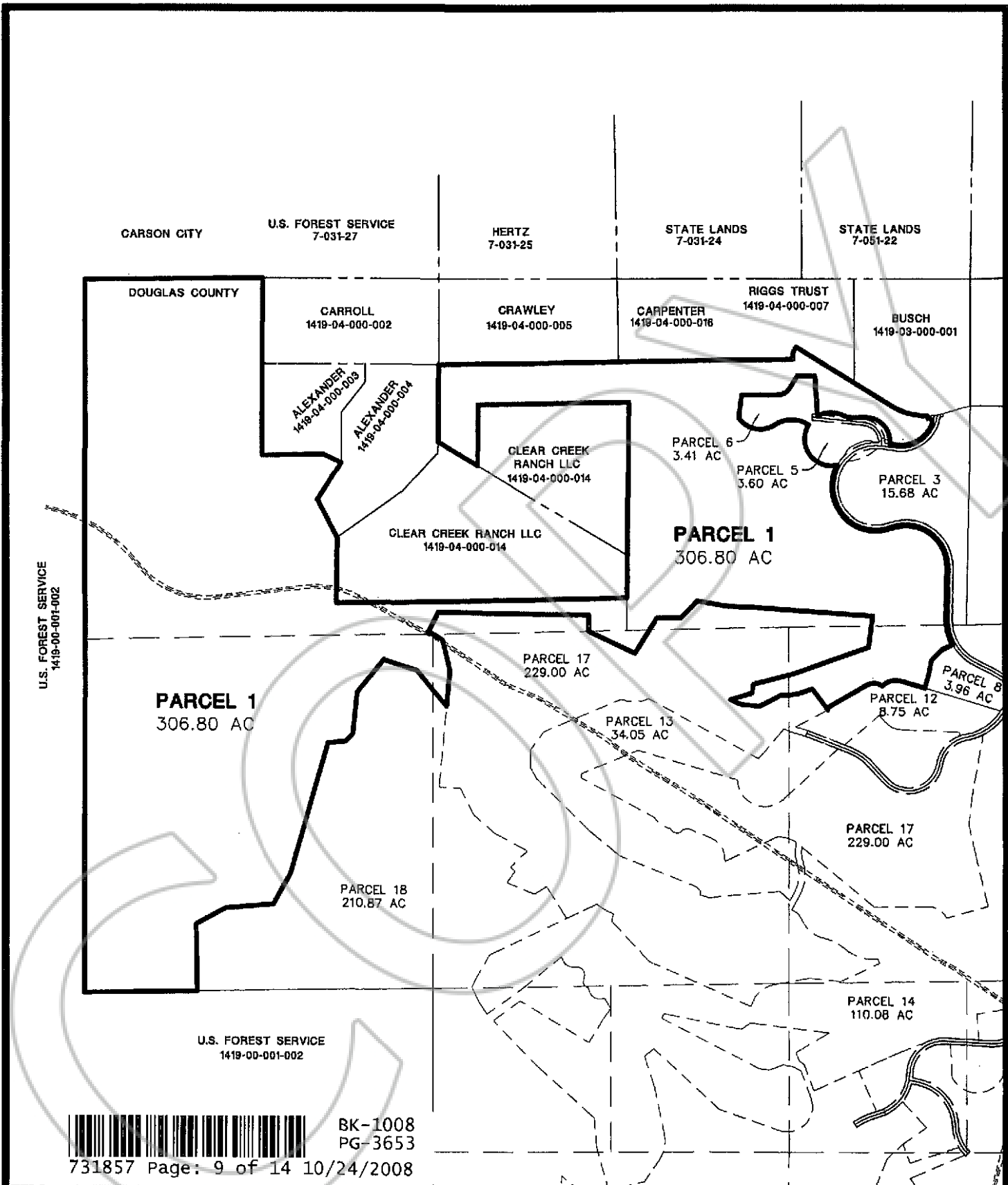
Stanley W. Ziebarth  
Nevada PLS 8547  
For and on behalf of

 **Manhard**  
CONSULTING  
9850 DOUBLE R BLVD, SUITE 101  
RENO, NEVADA 89521  
(775) 746-3500



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Dwg Name: P:\Capdcn\dwg\Surv\Final Drawings\Exhibits\Surv\Parcel 1.dwg Updated By: cpoehland 10:06



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**Manhard**  
CONSULTING LLC

9850 Double R Blvd, Suite 101, Reno NV 89521 tel. (775) 746-3500 fax (775) 746-3520 www.manhard.com  
Civil Engineers · Surveyors · Water Resources Engineers · Water & Wastewater Engineers  
Construction Managers · Environmental Scientists · Landscape Architects · Planners

CLEAR CREEK RANCH, LLC.	
DOUGLAS COUNTY, NEVADA	
PARCEL 1	
PROJ MGR.: SWZ	SHEET
DRAWN BY: CBP	<b>EXHIBIT A</b>
DATE: OCT. 2008	<b>CAPDCN 061239</b>
SCALE: 1" = 1000'	

**EXHIBIT "B"**

**BENEFITTED PROPERTY**

To be provided by Kent Hanford [All property held by CCRH and the Golf Course]

COPY



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**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

A parcel of land situate in Sections 2, 3, 4, 9 and 10, Township 14 North, Range 19 East, MDM, Douglas County, Nevada and being more particularly described as follows:

Parcels 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 as shown on Record of Survey Map, recorded June 27, 2008, as Document No. 725936, Official Records of Douglas County Nevada.

Containing 722.72 Acres more or less.

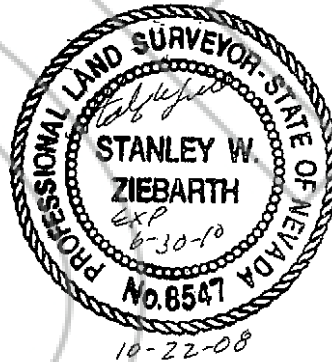
**BASIS OF BEARINGS:** Record of Survey Map, recorded June 27, 2008, as Document No. 725936, Official Records of Douglas County Nevada.

**SURVEYOR'S CERTIFICATE**

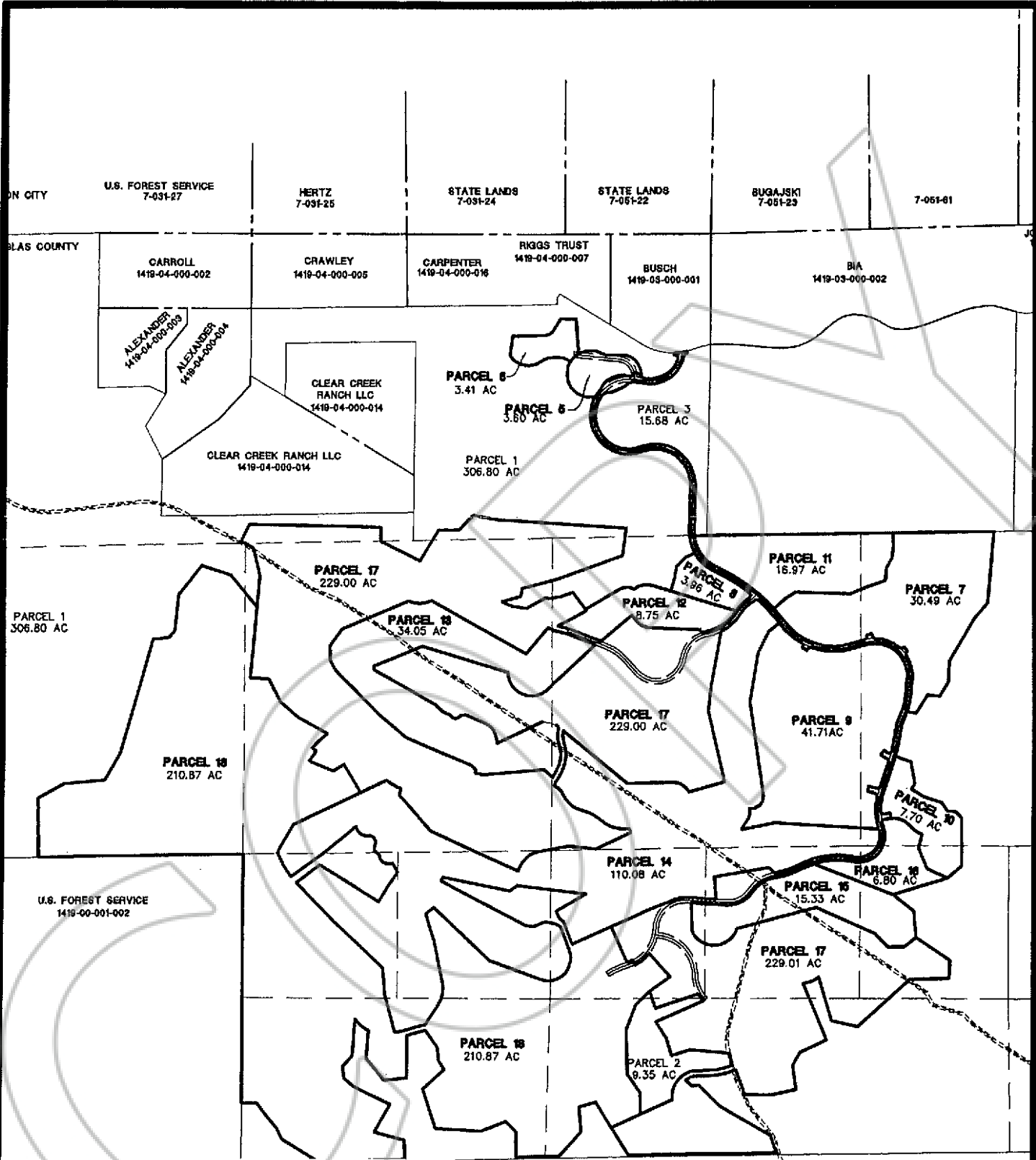
I hereby certify that the legal description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Stanley W. Ziebarth  
Nevada PLS 8547  
For and on behalf of

 **Manhard**  
CONSULTING  
9850 DOUBLE R BLVD, SUITE 101  
RENO, NEVADA 89521  
(775) 746-3500



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JOSEPH SCHNEIDER  
1419-10-000-001



# Manhard

CONSULTING LTD

9850 Double R Blvd, Suite 101, Reno, NV 89521 tel: (775) 746-3500 fax: (775) 746-3520 www.manhard.com  
Civil Engineers - Surveyors - Water Resources Engineers - Water & Wastewater Engineers  
Construction Managers - Environmental Scientists - Landscape Architects - Planners

CLEAR CREEK RANCH, LLC.	
DOUGLAS COUNTY, NEVADA	
PARCELS 5-18	
PROJ. MGR.: <u>SWZ</u>	SHEET
DRAWN BY: <u>CBP</u>	<b>EXHIBIT B</b>
DATE: <u>OCT. 2008</u>	<b>CAPDCN 061239</b>
SCALE: <u>N.T.S.</u>	

Dwg Name: P:\Capdcn\dwg\Surv\Final Drawings\Exhibits\Surv\Parcels 5-18.dwg Updated By: cpoehland 10:06

**EXHIBIT "C"**  
**LEGAL DESCRIPTION**  
**100 FOOT IRRIGATION EASEMENT**

A parcel of land situate in the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 14 North, Range 19 East, MDM, Douglas County, Nevada and being more particularly described as follows:

**COMMENCING** at the Northwest corner of said Section 4;

**Thence** South 75°42'22" East a distance of 2729.89 feet to a point on the Westerly line of Parcel 1 as shown on Record of Survey Map, recorded June 27, 2008, as Document No. 725936, Official Records of Douglas County Nevada, said point being the **POINT OF BEGINNING**;

**Thence** along the centerline of a 100.00 foot wide irrigation easement lying 50.00 feet on each side of the following described centerline;

North 89°06'10 East a distance of 2836.09 feet;

South 00°00'00" West a distance of 375.88 feet to the intersection of Parcels 5 and 6, said point being the terminus of said easement.

The sidelines of said easement are to be lengthened or shortened as to begin on the Westerly line of said Parcel 1 and terminate on the Northerly boundary of Parcels 5 and 6.

Containing 7.32 Acres more or less.

**BASIS OF BEARINGS:** North 89°12'38" East between the West Quarter (W¼) corner and the East Quarter (E¼) corner of Section Ten (10), Township Fourteen (14) North, Range Nineteen (19) East, Mount Diablo Meridian, as shown on Document No. 494257, Douglas County Official Records.

**SURVEYOR'S CERTIFICATE**

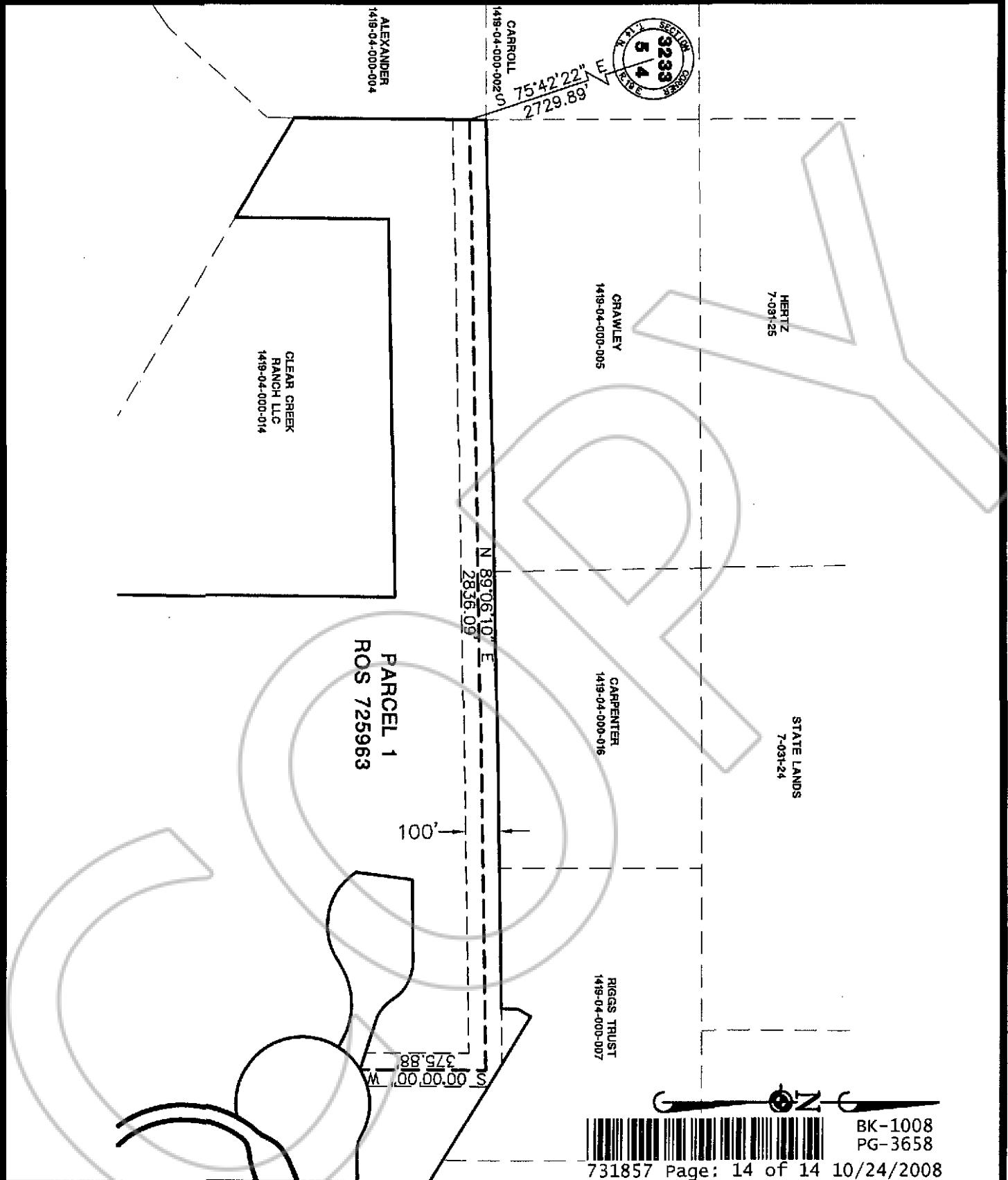
I hereby certify that the legal description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Stanley W. Ziebarth  
Nevada PLS 8547  
For and on behalf of



9850 DOUBLE R BLVD, SUITE 101  
RENO, NEVADA 89521  
(775) 746-3500





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Construction Managers · Environmental Scientists · Landscape Architects · Planners

CLEAR CREEK RANCH, LLC.	
DOUGLAS COUNTY, NEVADA	
100' IRRIGATION EASEMENT	
PROJ. MGR.: SWZ	SHEET
DRAWN BY: CBP	<b>EXHIBIT C</b>
DATE: OCT. 2008	
SCALE: N.T.S.	
CAPDCN 061239	

Dwg Name: P:\Capdcn\dwg\Surv\Final Drawings\Exhibits\Irrigation Easement Parcel.dwg Updated By: cpoehland 10:57