

DOC # 0739246
03/09/2009 03:31 PM Deputy: DW
OFFICIAL RECORD
Requested By:
DC/DISTRICT ATTORNEY

Assessor's Parcel Number: 1419-26-711-012

Date: MARCH 9, 2009

Recording Requested By: _____

Name: CYNTHIA GREGORY, DA'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 11 Fee: 0.00
BK-0309 PG- 1843 RPTT: 0.00



LANDSCAPE EASEMENT DECLARATION #2009.048

(Title of Document)

FILED

NO. 2009.048

APN: 1419-26-711-012

2009 MAR -9 AM 9: 50

Recording Requested by and
Return Recorded Original by
U.S. Mail to:

TED THUAN
CLERK
[Signature]
DEPUTY

DAVIDON DEVELOPMENT LLC.
1600 South Main Street, Suite 150
Walnut Creek, CA 94596

LANDSCAPE EASEMENT DECLARATION

THIS LANDSCAPE EASEMENT DECLARATION (this "Declaration") is made on this 5th day of March, 2009, by and between DOUGLAS COUNTY, NEVADA, a political subdivision of the State of Nevada ("Grantor"), and DAVIDON DEVELOPMENT LLC., a Nevada limited liability corporation ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of real property located in Douglas County, Nevada, which is described as Parcel C, of the Final Subdivision Map for Summit Ridge, Phase 3A, recorded in the Office of the Recorder, Douglas County, Nevada as Document No. 709043, and more particularly described in Exhibit A, attached hereto; and

WHEREAS, Grantor received Parcel C as a dedication from Davidon Development Corporation; and

WHEREAS, Grantee is the successor to Davidon Development Corporation;

WHEREAS, Davidon Development Corporation was the developer of Summit Ridge, Phase 3A, and Grantor intends to allow Grantee to construct certain landscape improvements, including fencing, gates, plant material, ground cover and irrigation system, together with any appurtenant facilities that may be necessary, desirable or advantageous for Grantee to construct, maintain, repair and replace the landscape improvements, as conceptually depicted in Exhibit B, attached hereto (the "Improvements"), on Parcel C, excluding all above ground and underground public facility improvements and any drainage improvements (the Easement Area) to enhance the Easement Area aesthetically and to partially screen certain public facility improvements in the Easement Area from the street and adjacent properties.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Declaration of Easement. Grantor hereby declares, grants and establishes, a non-exclusive easement (the "Easement") over, upon and across the Easement Area for the purposes of Grantee's construction, maintenance, repair and replacement of the Improvements. Grantee or its successors shall be responsible, at its sole cost and expense, for the construction, maintenance, repair and replacement of the Improvements, unless construction, maintenance, repair and replacement damages are caused by the willful misconduct of Grantor, its assigns or invitees. In the event of damage of or destruction to the Improvements, Grantee shall, at its sole expense, be responsible for repairing or rebuilding the Improvements; provided, however, in the event that Grantor, its assigns or invitees is the proximate cause of any willful damage or destruction, Grantor, its assigns or invitees shall bear solely the cost to repair or rebuild the Improvements. Willful damage or destruction, does not include the Grantor altering, removing or destroying Improvements due to new or additional improvements for the efficient use of public utilities, facilities, improvements, drainage or any appurtenance, and Grantor will not be responsible for repairing or rebuilding Improvements damaged or destroyed due to new or additional improvements being installed.

2. Use and Maintenance of Easement Area. Within ten (10) days prior to any construction of Improvements activities in the Easement Area, Grantee shall coordinate its proposed activities directly with Grantor and must obtain prior written approval from Grantor before undertaking any such activities. Prior coordination of activities for the maintenance, repair or replacement of the Improvements, as may be necessary within the Easement Area, shall not be required. Grantee may not interfere with the use of any public utilities within the Easement Area. During the course of construction, maintenance, repair and replacement of the Improvements, Grantee shall keep the Easement Area free of debris and utilize good construction and operational practices. Grantee agrees to replace or repair, to the reasonable satisfaction of Grantor, any public utility or appurtenance that is damaged by Grantee in the course of its activities in the Easement Area. If additional improvements to the Easement Area become necessary in the opinion of the Grantor for the efficient use of public utilities, facilities, improvements, drainage or any appurtenance, Grantor shall not alter, remove or destroy the Improvements, without giving a ten (10) day written notice to the Grantee, except for public emergency repair situations.

3. Title; Duration. The benefits and burdens set forth in this Declaration shall be appurtenant to and run with the Easement Area and shall be binding upon all persons or entities having or acquiring any right, title or interest in and to the Easement Area. The Easement granted herein shall be perpetual in duration as long as Improvements are located and maintained on Parcel C, as described in Exhibit A. If the Improvements are not constructed, maintained, repaired or replaced for a period of more than one-year by the Grantee or its successors then the Easement shall expire and the Grantor is under no obligation to maintain, repair or replace any Improvements and may remove any Improvements located within the Easement Area.

4. Compliance with Laws. The Grantee will comply with all applicable federal, state and local laws, regulations or requirements in all of its activities on the Easement Area, including but not limited to approval of irrigation plans and applicable irrigation connection permits, and will be solely responsible for any non-compliance with any applicable law, regulation or requirement.

5. Indemnification. Grantee shall hold harmless, indemnify, and defend Grantor and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against liabilities, penalties, costs, losses, damages, expenses, causes of action, claims demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with the installation and maintenance of the Improvements, unless due solely to the negligence of any of the Indemnified Parties.

6. Construction. This instrument shall be construed in accordance with the laws of the State of Nevada.

7. Amendments and Rescission. This Declaration may be amended or rescinded only by recording, in the Office of the Recorder of Douglas County, Nevada, a written instrument reciting such amendment or rescission, bearing the acknowledged signatures of the owner of the Easement Area and Grantee, or their respective successors and assigns.

8. Assignment. Grantor acknowledges it is the intent of the Grantee to assign this easement following completion of the Improvements and a 90 day maintenance period to a homeowners' association. The Grantor and Grantee shall give the other party written notice of any assignment. The terms and conditions of this Easement shall bind and inure to the benefit of the parties' successors and assigns.

DATED by the parties hereto on the date first written above.

GRANTOR:
DOUGLAS COUNTY, NEVADA
a political subdivision of the State of Nevada

By: Nancy McDermid
Name: Nancy McDermid
Its: Chair, Douglas County Board of County Commissioners

Douglas County Board of Commissioners

Attest: Ted Thran
Ted Thran, Clerk



Page 4

Landscape Easement

APN: 1419-26-711-012

GRANTEE:

DAVIDON DEVELOPMENT LLC.,
a Nevada limited liability corporation

By: Dennis J. Kazari
Name: DENNIS J. KAZARI
Its: VICE PRESIDENT

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2009, by
_____ as _____ of
DAVIDON DEVELOPMENT LLC., a Nevada limited liability corporation.

(Signature of notarial officer)



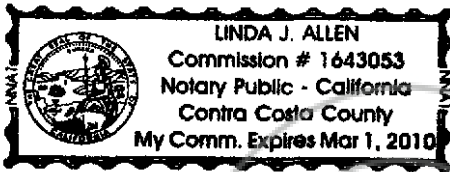
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) SS.
County of Contra Costa)

On February 17, 2009 before me, Linda J. Allen, Notary Public, personally appeared DENNIS J. RAZZARI who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.



Linda J. Allen

Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment to this form.

Capacity claimed by signer:

VICE PRESIDENT

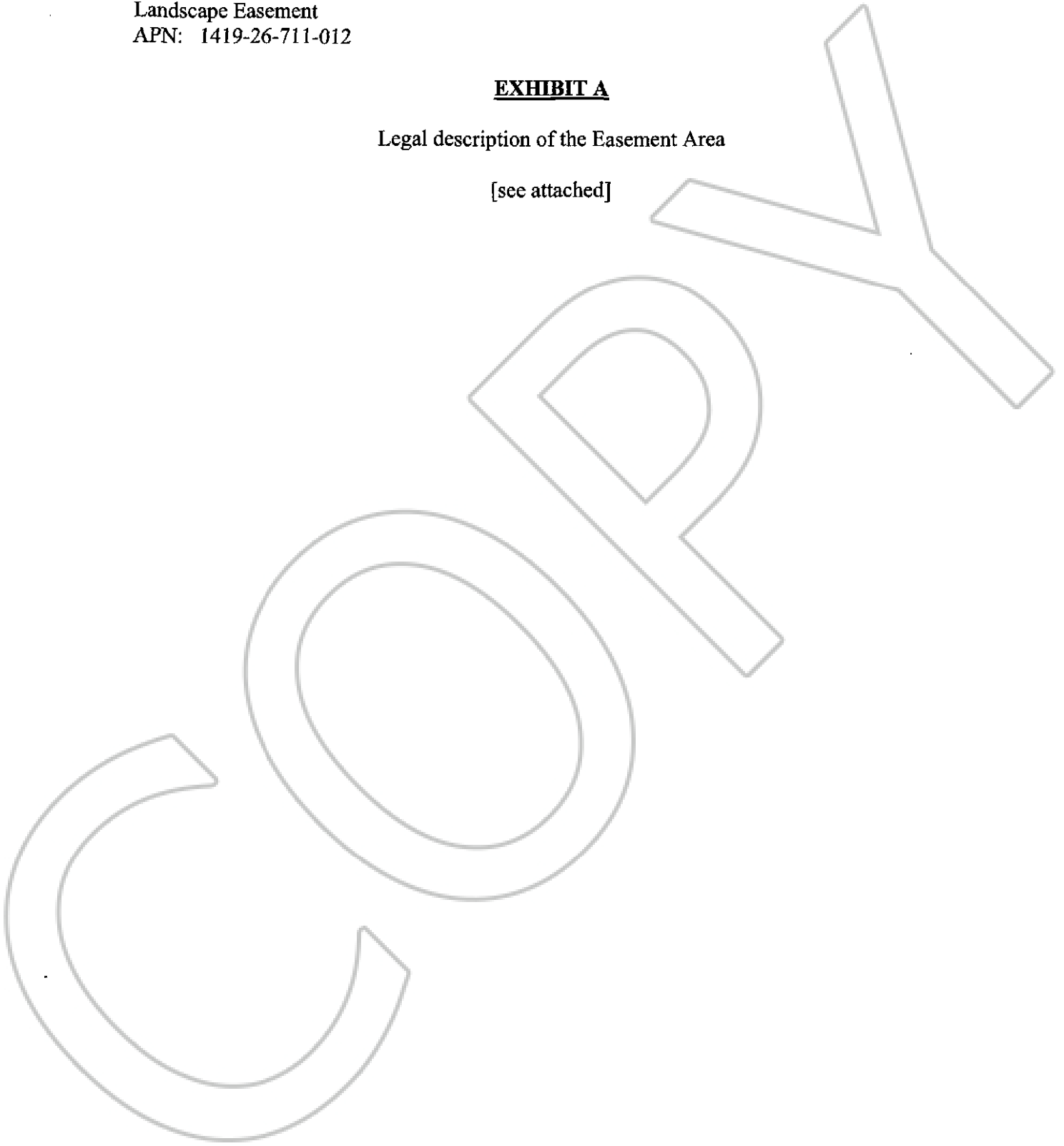
Signer is representing:

DAVIDON DEVELOPMENT LLC

EXHIBIT A

Legal description of the Easement Area

[see attached]



1308-007-08
10/22/08
Page 1 of 1
Landscaping
Par C

**DESCRIPTION
LANDSCAPING EASEMENT
(APN 1419-26-711-012 Parcel C)**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land for landscaping easement purposes located within a portion of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Parcel 'C' as shown on the Final Subdivision Map for Summit Ridge, Phase 3A, recorded September 12, 2007 in the office of Recorder, Douglas County, Nevada as Document No. 709043.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423



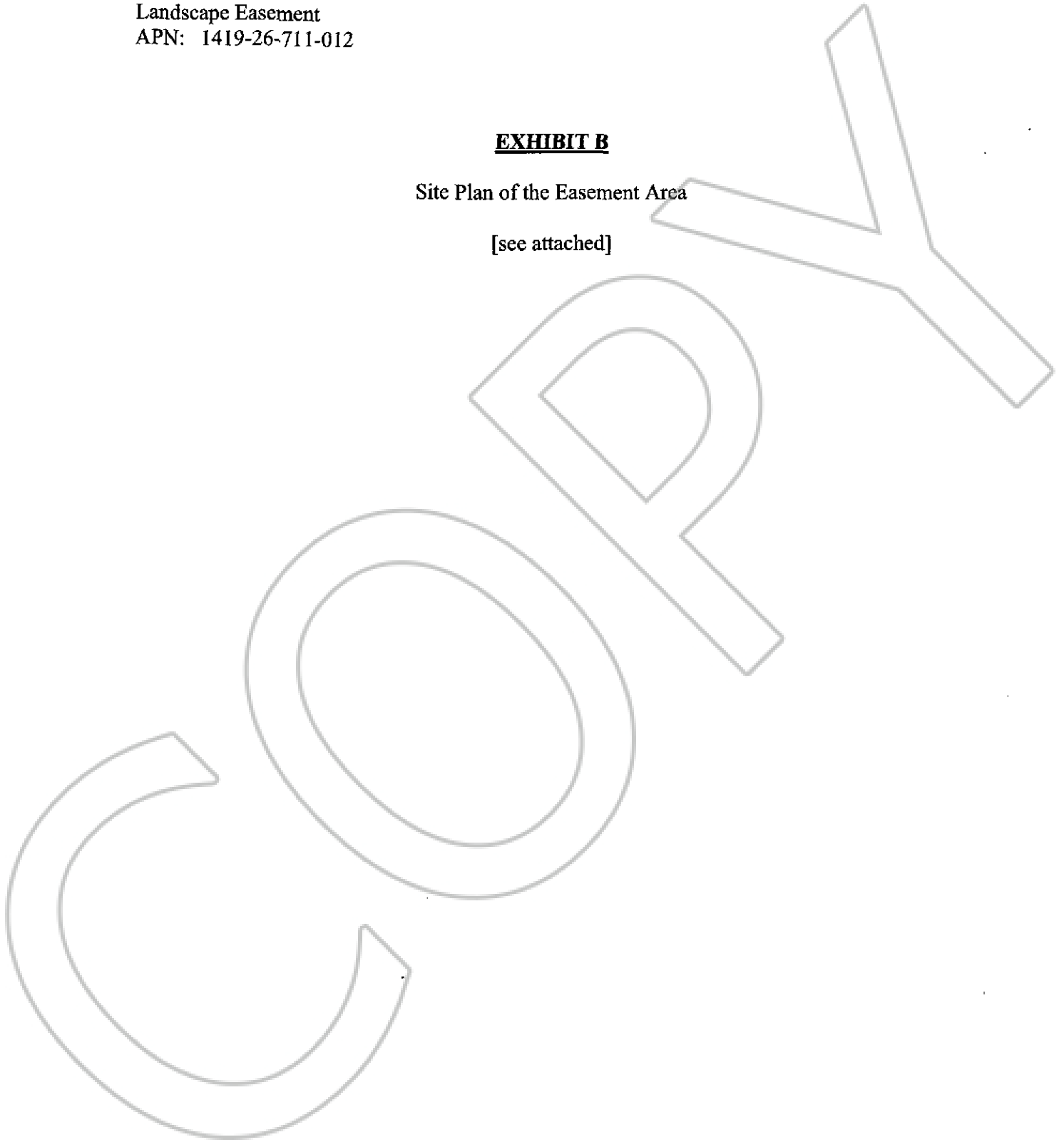
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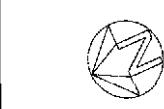
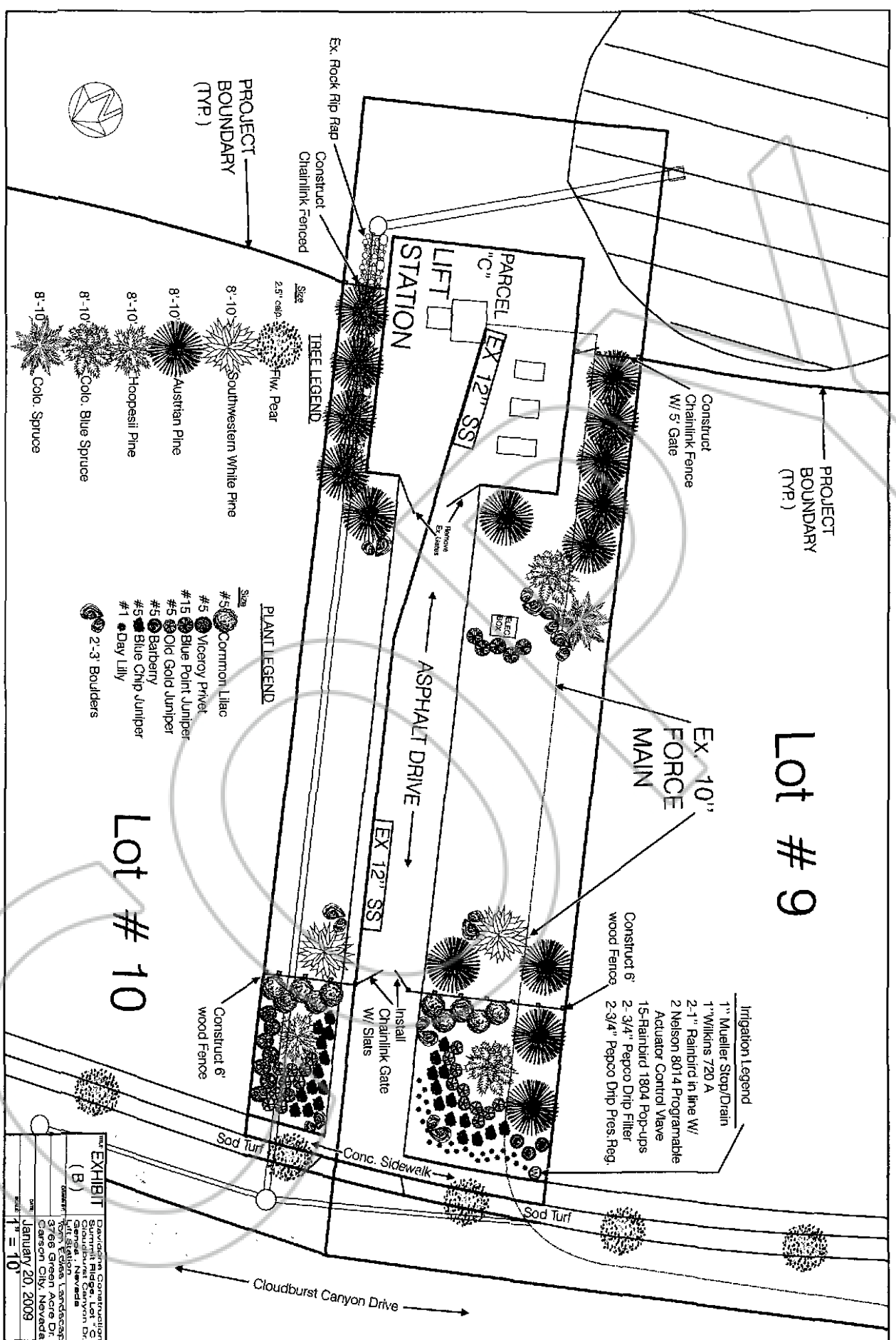


EXHIBIT B

Site Plan of the Easement Area

[see attached]





PROJECT BOUNDARY (TYP.)

PROJECT BOUNDARY (TYP.)

Lot # 9

Lot # 10

Ex. Rock Flip Rap
Construct
Chainlink Fenced

Construct
Chainlink Fence
w/ 5' Gate

TREE LEGEND

- 2.5" cap. Fir, Pear
- 8-10' Southwestern White Pine
- 8-10' Austrian Pine
- 8-10' Hoopessil Pine
- 8-10' Colo. Blue Spruce
- 8-10' Colo. Spruce

PLANT LEGEND

- #5 Common Lilac
- #5 Miceroy Privet
- #15 Blue Point Juniper
- #5 Old Gold Juniper
- #5 Barberry
- #5 Blue Chip Juniper
- #1 Day Lily
- 2-3' Boulders

ASPHALT DRIVE

EX 10" FORCE MAIN

- Construct 6' wood Fence
- Install Chainlink Gate w/ Slats
- Conc. Sidewalk
- Sod Turf
- Sod Turf
- Cloudburst Canyon Drive
- Irrigation Legend
- 1" Mueller Stop/Drain
 - 1" Wilkins 720 A
 - 2-1" Rainbird in line w/ Actuator Control Valve
 - 15-Rainbird 1804 Pop-ups
 - 2-3/4" Peppco Drip Filter
 - 2-3/4" Peppco Drip Pres. Reg.

EXHIBIT (B)	SAVORING CONSTRUCTION
DATE	January 20, 2009
BY	3766 Green Acre Dr. Carson City, Nevada
SCALE	1" = 10'

COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Mar 9 2009
THRO Clerk of the 9th Judicial District Court
of the State of Nevada in and for the County of Douglas.

By Carol M. Holbeck Deputy

