

1418-02-401-001  
APN: 1418-03-812-002  
1418-02-410-001

When Recorded, Mail to:

Patrick Willis, as trustee  
P.O. Box 1144  
Sacramento, CA 95812

DOC # 0749230  
08/20/2009 02:25 PM Deputy: GB  
OFFICIAL RECORD  
Requested By:  
TSI TITLE & ESCROW

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 19 Fee: 32.00  
BK-0809 PG- 4575 RPTT: 0.00



The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

## STORM DRAINAGE AND UTILITIES EASEMENT

This Storm Drainage and Utilities Easement (this "Agreement") is made as of the 20 day of 08-31-08, 2008, by and among Nevada Business Investments, LLC, a Nevada limited liability company ("Grantor"), and Patrick K. Willis, as trustee of the Patrick K. Willis Family Trust dated March 28, 2000 ("Willis"), and Paul P. Flynn ("Flynn"). Flynn and Willis are sometimes collectively referred to as "Grantees," and Grantor and Grantees are sometimes individually referred to as a "Party" and may be collectively referred to as the "Parties":

### RECITALS:

A. Grantor is the 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 "Servient Property").

B. Willis is the owner of that certain real property located in Douglas County, Nevada, more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Willis Property").

C. Flynn is the owner of that certain real property located in Douglas County, Nevada, more particularly described in **Exhibit "C"** attached hereto and incorporated herein by this reference (the "Flynn Property"), collectively, the Willis Property and the Flynn Property are referenced as the "Dominant Property."

D. Grantor desires to grant, and Grantees, and each of them, desires to acquire, a perpetual, non-exclusive public or private utilities easement appurtenant to the Dominant Property over, through, and under that portion of the Servient Property which is more

particularly described in **Exhibit "D"** attached hereto and incorporated herein by this reference (the "Easement Area"), which Easement Area is also depicted on **Exhibit "E"** attached hereto and incorporated herein by this reference.

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

### **AGREEMENT**

**1. Recitals.** The foregoing recitals are true and correct and are incorporated herein.

**2. Grant of Easement.** Grantor hereby grants to Grantees, and each of them, a perpetual, non-exclusive, easement over, through, and under the Easement Area for the following purposes: (1) the construction, installation, use, maintenance, repair (including necessary replacements), alteration, and operation of: (a) storm drains, ditches, drain pipes, and similar drainage related improvements; (b) telecommunications lines and improvements consisting of, without limitation, transmission lines, foundations, markers, conduits, pull boxes, vaults, and switchgear; (c) electric power lines and improvements consisting of, without limitation, transmission lines, foundations, markers, conduits, pull boxes, vaults, and switchgear; (d) water pipelines and improvements consisting of, without limitation, pipelines, foundations, markers, meters, valves and valve boxes; and (e) any other appurtenances reasonably connected with the improvements described in (a), (b), (c), and (d), respectively, as Grantee may construct, install, or improve upon the Easement Area (collectively, the "Improvements"); and (2) such access, ingress, and egress over the Easement Area as may be necessary or useful to enjoy the foregoing rights. The easement granted herein is appurtenant to, and for the benefit of, the Dominant Property and every portion thereof and interest therein.

**3. Maintenance.**

**3.1 Maintenance Obligations.** Grantees shall maintain the Improvements in good condition and repair. The owner of either the Flynn Property or the Willis Property may undertake the maintenance required pursuant to this Section 3.1 and obtain contribution or reimbursement for such expense as provided in Section 3.2, below. Grantees shall repair any damage to the Servient Property caused by Grantees' work in the Easement Area, and, to the extent reasonably practicable, shall promptly restore the Servient Property to a condition substantially similar to its condition prior to the occurrence of such damage. In the event Grantees fail to reasonably maintain or repair the Improvements, and such failure materially and adversely affects Grantor's use and enjoyment of the Servient Property, then Grantor may, after thirty (30) days written notice to Grantees, and each of them, undertake such repair; provided, however, Grantor shall not have the right to undertake such repair if Grantees commence such repair within thirty (30) days after notice is deemed to have been received by

Grantees and thereafter diligently prosecutes such repairs to completion. Notwithstanding the foregoing, in the event of an emergency, Grantor may undertake all necessary repairs without providing prior notice to, or obtaining consent from, Grantees. For purposes of this Agreement, an emergency is any failure or defect in the Improvements that, if left unchecked, would cause significant damage to the Servient Property or any improvements thereon, or would threaten the health, safety, or welfare of the owner, occupants, or invitees of the Servient Property.

3.2 Maintenance Costs. The owners of the Dominant Property shall bear the expense of all necessary maintenance and repair of the Improvements, including any necessary repair to the Easement Area occasioned by such maintenance and repair. The owners of the Flynn Property and the Willis Property shall equally share the responsibility for payment of maintenance costs incurred in maintaining the Improvements or the Easement Area.

4. **Indemnity.** Grantees, and each of them, shall defend, protect, indemnify, and hold harmless Grantor against any and all damages, losses, expenses, and fines based upon any claim of personal injury or property damage occurring during the term of this Agreement and resulting from Grantees' construction upon, or maintenance of, the Easement Area or the Improvements, except to the extent arising from Grantor's own negligence or misconduct, or that of Grantor's agents, tenants, licensees, or invitees. In the event that Grantor receives notice of any claim potentially implicating Grantees' duties under this Section 4, Grantor shall inform Grantees, and each of them, of the claim as soon as is reasonably possible, and in any event within ten (10) days of receiving notice of such claim. Grantor's failure to timely inform Grantees of a claim shall waive Grantor's rights under this Section 4 as to that claim.

5. **Easement Runs With the Land; Successors and Assigns.** The easement created in this Agreement is perpetual in nature, appurtenant to the Dominant Property, and shall run with the Dominant Property and benefit any owner of any portion of the Dominant Property in perpetuity. The provisions of this Agreement shall be binding upon the successors and assigns of Grantor and Grantees. Grantor and Grantees shall be responsible for their respective obligations that accrue during their ownership of their respective parcels; provided, however, in the event that a Party conveys, transfers, assigns, or otherwise disposes of all of its interest in the Dominant Property or Servient Property, as the case may be, the transferring party shall be released and discharged from any liabilities and obligations under this Agreement that occur after such transfer.

6. **Notices.** All communications which may be, or are required to be, given by a Party to this Agreement shall be properly given if made in writing and sent by: (a) hand delivery; (b) certified mail, return receipt requested; (c) facsimile, provided a confirming copy thereof is also sent in accordance with (a), (b), or (d); or (d) Federal Express or another nationally recognized overnight delivery service for next business day delivery, with all postage, delivery, and other charges paid by the sender and addressed to Grantor or Grantee,

as applicable, as follows, or at such other address as each may request in advance in writing. Such notices shall be deemed delivered: (i) by hand, upon actual delivery; (ii) by overnight delivery service, on the next business day after the notice is sent; (iii) by facsimile, on the next business day after the date the notice is sent; and (iv) if mailed, upon the earlier of actual receipt or three (3) business days after mailing. Refusal of delivery shall be deemed effective delivery. Unless changed as provided in this Section 6, notice addresses are as follows:

If to Grantor:

Nevada Business Investments, LLC

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

If to Willis:

Patrick K. Willis Family Trust dated March 28, 2000  
Attn: Patrick K. Willis, Trustee  
P.O. Box 1144  
Sacramento, CA 95812  
Telephone: 916-240-5430  
Facsimile: 916-391-9592

If to Flynn:

Paul P. Flynn  
9101 Alta Drive, Suite 503  
Las Vegas, Nevada 89145  
Telephone: 702-880-0800  
Facsimile: 702-880-0900

**7. Mechanics' Liens.** Grantees shall at all times keep the Servient Property free and clear of all liens and encumbrances (including, without limitation, mechanics, materialmens, and other similar liens) arising or alleged to arise as a result of the installation, maintenance, repair, or replacement of the Improvements or the Easement Area. If any such liens are filed or recorded, Grantees shall, within thirty (30) days after such filing or recording, cause the same to be discharged of record or bonded over in accordance with applicable law. Grantees shall notify Grantor in writing no less than three (3) business days prior to the commencement of construction of any improvements to the Easement Area to allow Grantor sufficient time to record a Notice of Nonresponsibility pursuant to Chapter 108 of the Nevada Revised Statutes. Grantees agree to indemnify Grantor and hold Grantor

harmless from any and all mechanics liens, materialmens liens, and other similar liens arising from work performed on the Servient Property at the request of Grantees.

8. **Breach Shall Not Permit Termination.** No breach of this Agreement shall entitle a Party to terminate this Agreement or to bring any action for termination; provided, however, that such limitation shall not impact any other rights that may be available to such Party.

9. **Construction and Interpretation.** It is expressly agreed by the Parties hereto that any uncertainty or ambiguity in this Agreement shall not be interpreted against any one Party. This Agreement shall be governed by the laws of the State of Nevada. The section headings of this Agreement are inserted solely for convenience of reference and are not intended to govern, limit, or aid in the construction of any term or provision hereof.

IN WITNESS WHEREOF the parties hereto have executed this Storm Drainage and Utilities Easement on the date first written above.


**GRANTOR:**

THIS DOCUMENT IS BEING EXECUTED IN COUNTERPART FOR THE PURPOSE OF OBTAINING SIGNATURES.

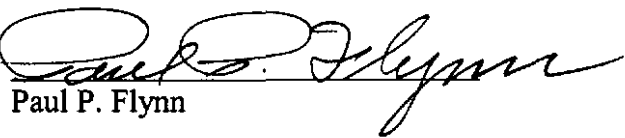
**NEVADA BUSINESS INVESTMENTS, LLC,**  
a Nevada limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**WILLIS:**

  
\_\_\_\_\_  
Patrick K. Willis, as Trustee of  
the Patrick K. Willis Family Trust  
dated March 28, 2000

**FLYNN:**

  
\_\_\_\_\_  
Paul P. Flynn

harmless from any and all mechanics liens, materialmens liens, and other similar liens arising from work performed on the Servient Property at the request of Grantees.

8. **Breach Shall Not Permit Termination.** No breach of this Agreement shall entitle a Party to terminate this Agreement or to bring any action for termination; provided, however, that such limitation shall not impact any other rights that may be available to such Party.

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IN WITNESS WHEREOF the parties hereto have executed this Storm Drainage and Utilities Easement on the date first written above.

**GRANTOR:**

**NEVADA BUSINESS INVESTMENTS, LLC,**  
a Nevada limited liability company

By: *[Signature]*  
Name: PATT G. MOORE  
Its: MANAGER

**WILLIS:**

\_\_\_\_\_  
Patrick K. Willis, as Trustee of  
the Patrick K. Willis Family Trust  
dated March 28, 2000

**FLYNN:**

\_\_\_\_\_  
Paul P. Flynn

STATE OF Nevada )  
County of Washoe )

This instrument was acknowledged before me on December 5, 2008, by Patt G. Moore, as Manager of Nevada Business Investments, LLC.


  
Notary Public  
My Commission Expires: 5/13/2012

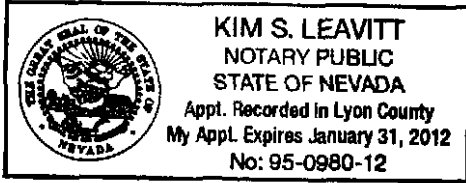


*COPIES*

STATE OF Nevada )  
 )  
County of Douglas )

This instrument was acknowledged before me on Sept 18, 2008, by Patrick K. Willis, as Trustee of the Patrick K. Willis Family Trust dated March 28, 2000.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 1-31-2012



*COPIES*



STATE OF Nevada )  
County of Douglas )

This instrument was acknowledged before me on August 13, 2008<sup>9</sup> by Paul P. Flynn.

Ursula K McManus  
Notary Public  
My Commission Expires: April 4, 2011



**Exhibit "A"  
Servient Property**

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

Lot 11 in Block A of GLENBROOK UNIT 3, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on June 13, 1980, as Document No. 45299, in Book 680 of Maps, Page 1269, and amendment thereto recorded March 3, 1981, in Book 381, Page 117, Document No. 53983.

**Exhibit "B"**  
**Willis Property**

A portion of land within portions of the Southwest one-quarter of the Southwest one-quarter of Section 2, and the Southeast one-quarter of the Southeast one-quarter of Section 3, Township 14 North, Range 18 East, MDM, Douglas County, Nevada, for lease purposes being more particularly described as follows:

BEGINNING at a point on the Southerly boundary line of Parcel 3-A, as shown on the Third Record of Survey for George W. Gillemot, Trustee for the George W. Gillemot Family Trust (Property Line Adjustment), Document No.265676 of the Douglas County Recorder's Office, which bears N. 89°46'38" E., 28.54 feet from the Southwest corner of said Section 2;

thence 16.43 feet along the arc of a non-tangent curve to the right, having a central angle of 11°28'50" and a radius of 82.00 feet, (chord bears N. 24°18'00" E., 16.40 feet);

thence N. 30°02'26" E., 12.42 feet;

thence 71.51 feet along the arc of a curve to the right, having a central angle of 56°54'07" and a radius of 72.00 feet, (chord bears N. 58°29'29" E., 68.60 feet);

thence N. 86°56'33" E., 35.99 feet;

thence 46.47 feet along the arc of a curve to the right, having a central angle of 12°06'08" and a radius of 220.00 feet, (chord bears S. 87°00'23" E., 46.38 feet);

thence S. 80°57'19" E., 40.20 feet;

thence N. 08°40'49" W., 90.93 feet;

thence N. 39°00'03" W., 121.00 feet;

thence S. 60°26'06" W., 150.00 feet to a point on the Southerly boundary line of said Parcel 3-A;

thence along the Southerly, Westerly and Northerly boundary lines of said Parcel, the Northerly and Easterly boundary lines of Parcel 3-D of said Record of Survey for George W. Gillemot, and the Southerly boundary lines of said parcels 3-D and 3-A, the following eighteen courses;

- 1) N. 00°33'30" E., 90.24 feet;

- 2) S. 89°47'27" W., 391.25 feet;
- 3) S. 26°21'25" E., 173.39 feet;
- 4) N. 40°17'16" W., 100.92 feet;
- 5) N. 35°20'53" W., 50.90 feet;
- 6) N. 11°11'18" W., 121.08 feet;
- 7) N. 14°20'33" W., 99.56 feet;
- 8) N. 80°38'10" E., 465.80 feet;
- 9) N. 00°33'30" E., 34.54 feet;
- 10) N. 88°22'24" E., 166.88 feet;
- 11) N. 47°56'17" E., 177.11 feet;
- 12) S. 64°30'20" E., 87.74 feet;
- 13) S. 25°47'36" E., 134.29 feet;
- 14) S. 31°08'54" W., 108.51 feet;
- 15) S. 03°16'02" W., 151.90 feet;
- 16) N. 89°46'38" E., 787.22 feet;
- 17) S. 00°26'30" W., 261.00 feet;
- 18) S. 89°46'38" W., 1133.10 feet to the POINT OF BEGINNING;

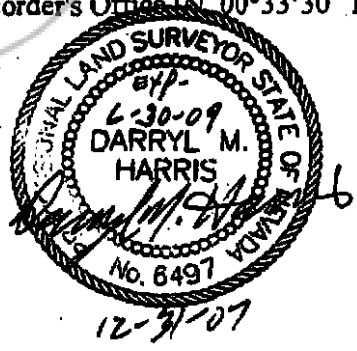
Containing 499,122 Square Feet (11.458 Acres) more or less.

**Basis Of Bearing**

The Westerly line of said Section 2 as shown on the Third Record of Survey for George W. Gillemot, Trustee for the George W. Gillemot Family Trust (Property Line Adjustment), Document No.265676 of the Douglas County Recorder's Office (N. 00°33'30" E.)

**PREPARED BY:**

Darryl M. Harris, P.L. S. #6497  
Resource Concepts, Inc.  
P.O. Box 11796  
Zephyr Cove, NV 89448  
(775) 588-7500



**Exhibit "C"  
Flynn Property**

A portion of the Southwest one-quarter of the Southwest one-quarter of Section 2, Township 14 North, Range 18 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Southwest corner of said Section 2, also being the Southwest corner of this lease parcel, as shown on the Third Record of Survey for George W. Gillemot, Trustee for the George W. Gillemot Family Trust (Property Line Adjustment), Document No.265676 of the Douglas County Recorder's Office;

thence N. 00°33'30" E., along the Westerly line of said Section 2, 164.76 feet;  
thence N. 60°26'06" E., 150.00 feet;  
thence S. 39°00'03" E., 121.00 feet;  
thence S. 08°40'49" E., 90.93 feet;  
thence N. 80°57'19" W., 40.20 feet;  
thence 46.47 feet along the arc of a curve to the left having a central angle of 12°06'08" and a radius of 220.00 feet, (chord bears N. 87°00'23" W., 46.38 feet);  
thence S. 86°56'33" W., 35.99 feet;  
thence 71.51 feet along the arc of a curve to the left having a central angle of 56°54'07" and a radius of 72.00 feet, (chord bears S. 58°29'29" W., 68.60 feet);  
thence S. 30°02'26" W., 12.42 feet;  
thence 16.43 feet along the arc of a curve to the left having a central angle of 11°28'50" and a radius of 82.00 feet, (chord bears S. 24°18'00" W., 16.40 feet) to a point on the South line of said Section 2;  
thence S. 89°46'38" W., along said South line, 28.54 feet to the POINT OF BEGINNING.

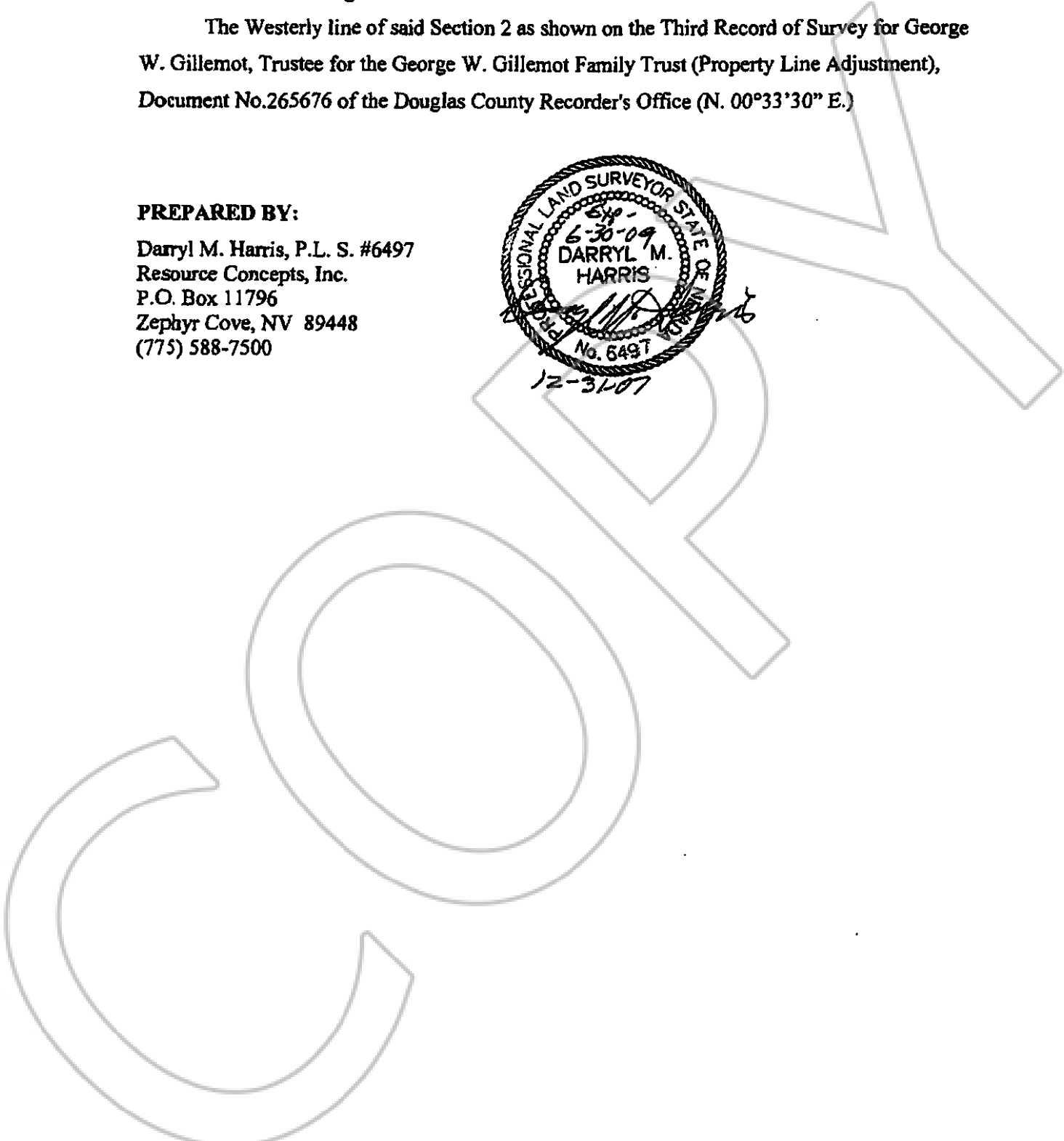
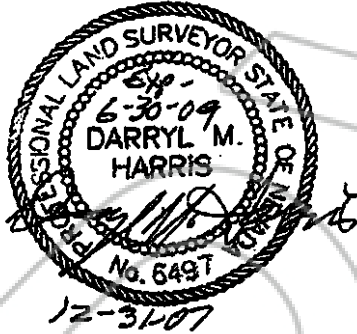
Containing 31,801 square feet (0.730 acres) more or less.

**Basis Of Bearing**

The Westerly line of said Section 2 as shown on the Third Record of Survey for George W. Gillemot, Trustee for the George W. Gillemot Family Trust (Property Line Adjustment), Document No.265676 of the Douglas County Recorder's Office (N. 00°33'30" E.)

**PREPARED BY:**

Darryl M. Harris, P.L. S. #6497  
Resource Concepts, Inc.  
P.O. Box 11796  
Zephyr Cove, NV 89448  
(775) 588-7500



**Exhibit "D"  
Easement Area**



A portion of land for utility easement purposes within portions of the Southeast one-quarter of the Southeast one-quarter of Section 3, and the Northeast one-quarter of the Northeast one-quarter of Section 10, Township 14 North, Range 18 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a point on the Easterly boundary line of Lot 11 as shown on the Official Plat of Glenbrook Unit No. 3, filed for record on June 13, 1980 in Book 680 of Maps, page 1269, as Instrument No. 45299 of the Douglas County Recorder's Office, which bears S. 00°33'30" W., 17.98 feet from the section corner common to Sections 2, 3, 10 and 11 of said Township and Range, said section corner also being a corner on the Easterly boundary line of Lot 11;

thence along said Easterly line S. 32°49'50" W., 17.81 feet;

thence N. 01°19'26" W., 47.44 feet;

thence N. 38°39'55" W., 44.07 feet;

thence S. 76°21'20" W., 81.41 feet to a point on the Westerly boundary line of said Lot 11;

thence along said Westerly line N. 02°42'13" W., 14.49 feet;

thence N. 80°27'44" E., 58.97 feet;

thence N. 76°21'20" E., 78.83 feet;

thence N. 00°33'30" E., 213.72 feet to a point on the Northerly boundary line of said Lot 11;

thence along said Northerly line N. 89°47'27" E., 10.00 feet to the Northeasterly corner of said Lot 11;

thence along the Easterly boundary line of said Lot 11 S. 00°33'30" W., 237.77 feet .

thence N. 89°39'55" W., 10.66 feet.

thence S. 01°19'26" E., 32.41 feet to the POINT OF BEGINNING;

Containing 4,657 Square Feet Square Feet, more or less.

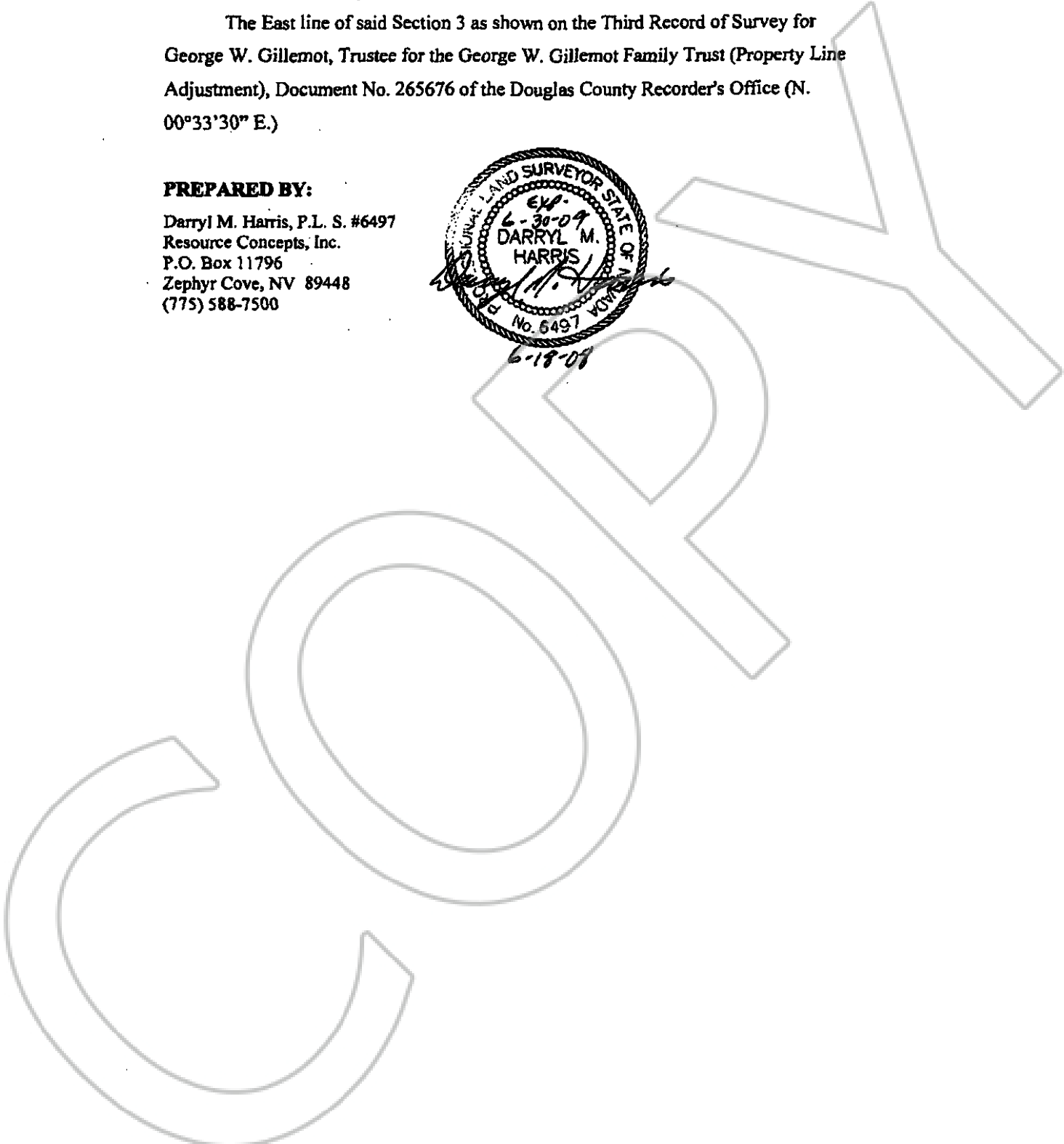
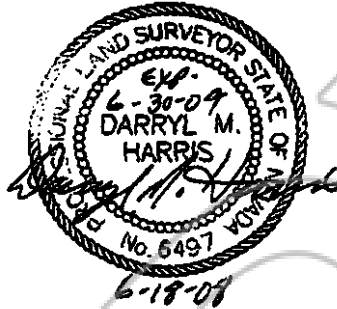


**Basis Of Bearing**

The East line of said Section 3 as shown on the Third Record of Survey for George W. Gillemot, Trustee for the George W. Gillemot Family Trust (Property Line Adjustment), Document No. 265676 of the Douglas County Recorder's Office (N. 00°33'30" E.)

**PREPARED BY:**

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(775) 588-7500



**Exhibit "E"**  
**Depiction of Easement Area**

*(See attached.)*

