APNs: 1418-34-111-024; 1418-34-101-001;

1418-34-101-004: 1418-34-101-007: 1418-34-101-008: 1418-34-101-009

1418-34-101-010

Recording requested by and When Recorded Mail To:

Micole Zaborsky Gordon Consulting Inc 584 Kiowa Dr.

S.Lake Tahoe, CA 96150

Doc Number: **0837780** 02/05/2014 12:05 PM

Fee: \$ 17.00

OFFICIAL RECORDS

Requested By GORDON CONSULTING INC

DOUGLAS COUNTY RECORDERS Karen Ellison - Recorder

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WATERLINE EASEMENT AGREEMENT

February THIS INDENTURE made and entered into this day of January, 2014, by and between the undersigned parties as follows:

WHEREAS, TAHOE DOUGLAS DISTRICT, a general improvement district existing under the laws of the State of Nevada (the "First Party") is the owner of that certain real property described as follows:

> "Lots 1 and 2, Block 1, as shown on the official map of Cave Rock Village Subdivision, recorded in the Office of the County Recorder on October 5, 1953, as Document No. 9223, and shown on Amended Map recorded June 25, 1969, as Document No. 44707, Official Records of Douglas County, State of Nevada, APN 1418-34-111-024."

WHEREAS, Phat Pads, Inc., a Nevada Corporation, and Cave Rock Junction, LLC, a Nevada Limited Liability Company (collectively, the "Second Party"), are the owners of the following described parcels of real property:

> Parcel 1: 1301 Highway 50, Douglas County, Nevada, APN 1418-34-101-001 (Owner, Phat Pads, Inc.)

Parcel 2: 227 Sadie, Douglas County, Nevada, APN 1418-34-101-004 (Owner Cave Rock Junction, LLC)

Parcel 3: 233 Sadie, Douglas County, Nevada, APN 1418-34-101-007 (Owner, Cave Rock Junction, LLC)

Parcel 4: 235 Sadie, Douglas County, Nevada, APN 1418-34-101-008 (Owner, Cave Rock Junction, LLC)

Parcel 5: 237 Sadie, Douglas County, Nevada, APN 1418-34-101-009 (Owner, Cave Rock Junction, LLC)

Parcel 6: 239 Sadie, Douglas County, Nevada, APN 1418-34-101-010 (Owner, Cave Rock Junction, LLC)

NOW, THEREFORE, for valuable consideration, the parties hereto agree as follows:

- 1. The First Party does hereby grant, bargain, sell, transfer, deliver and convey unto Second Party a permanent and perpetual waterline easement to construct, maintain, repair and replace a waterline to be used in the use, occupation and development of the properties owned by Second Party, including ingress and egress, upon, over and under a strip of land more particularly described on Exhibit "A" attached hereto and incorporated herein. The easement shall be appurtenant to the above-described parcels of real property owned by Second Party as the dominant tenement.
- 2. All costs of construction, repair and maintenance shall be borne solely by the Second Party.
- 3. The Second Party hereby indemnifies, defends and holds the First Party harmless from and against any all claims, demands, lawsuits, settlements, damages, costs and expenses (including attorney fees), suffered or incurred by First Party that arises directly or indirectly as a result of any personal injury, death, or property damage occurring on or about the easement or arising in connection with the use of the easement
- 4. The easement provided for herein shall run with the land and be binding upon and inure to the benefit of the parties hereto, and their successors and assigns in perpetuity.

Dated: January 28, 2014.

TAHOE DOUGLAS DISTRICT

(First Party)

Dated: January 2, 2014

(Searchd Parky)

By: KENNETH ISA/C/President

Dated: January 4th, 2014

CAVE/ROCK HONCTION) LLC (Second Party)

By: KENNETH ISAAC/Managing Member



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ACKNOWLEDGMENT

STATE OF NEVADA)
) ss
COUNTY OF DOUGLAS)

On the 28th day of January, 2014, before me, Dogwar, Jewas Jewas Jewas a Notary Public, personally appeared (mant) Thompson, personally known to me (or 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 this instrument, the person, or the entities upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal.

DAGMARA JEDRZEJEWSKA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 08-21-16
Certificate No: 12-8870-5

ACKNOWLEDGMENT

STATE OF NEVADA)	
)	SS.
COUNTY OF DOUGLAS)	

On the 4 day of January 2014, before me Jorthund Individual a Notary Public, personally appeared KENNETH ISAAC, personally known to me (or 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 this instrument, the person, or the entities upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal.

DAGMARA JEDRZEJEWSKA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 08-21-16
Certificate No: 12-8870-5