Doc Number: **0841060**

04/17/2014 10:45 AM OFFICIAL RECORDS Requested By. RO ANDERSON

DOUGLAS COUNTY RECORDERS Karen Ellison - Recorder

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Fee: \$ 18.00 6 RPTT # 2

Deputy sg

When recorded return to the Grantee as follows: DOUGLAS COUNTY SEWER IMPROVEMENT DISTRICT NO. 1 P.O. Box 578 Zephyr Cove, Nevada 89448

A portion of A.P.N. 1318-22-001-007

The party executing this document hereby affirms that this document submitted for recording does not contain the social security number of a person or persons as required by NRS 239B.030.

EASMENT DEED

THIS INDENTURE, made this 27 day of becomes, 2012, by and between, SIERRA TAHOE PROFESSIONAL CENTER, LLC, a Nevada limited liability company, hereinafter referred to as "Grantor," and DOUGLAS COUNTY SEWER IMPROVEMENT DISTRICT NO. 1, a local improvement district under the laws of the state of Nevada, hereinafter referred to as "Grantee".

WITNESSETH:

WHEREAS, the Grantor is the owner of that certain parcel of land located in Douglas County, Nevada generally described as Assessor's Parcel Numbers 1318-22-001-007 ("Property");

WHEREAS, Grantor agrees to provide certain easement rights to Grantee for the installation and maintenance of sewer collection related improvements and utilities on a portion of the Property;

NOW THEREFORE, the undersigned Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell,

convey, transfer and deliver unto Grantee, its successors and assigns, a non-exclusive Sewer Utility Easement for the purpose of the construction, installation, operation and maintenance of underground sewer utility lines and related improvements, under and across a portion of the Property more particularly described in Exhibit "1" which is incorporated by this reference as if fully set forth herein ("Sewer Utility Easement"). The parties acknowledge that Grantor has constructed a permanent improvement on a portion of the Property. The parties agree that no further barriers, fences, curbs, walls, ditches, barricades or other structures or obstacles will be erected on or anywhere within the Property if the proposed construction would unreasonably burden or interfere with, impede, slow, divert or in any way prevent Grantee's access to the Exhibit "1" easement area. The Easement granted herein shall not be interpreted to prohibit additional development and/or relocation of businesses and/or structures on, or use of the Property by Grantor so long as such activity does not interfere with Grantee's use of the Easement. Following any construction, installation or maintenance activity within the Exhibit "1" easement area. Grantee, its successors and assigns shall return the surface of such area to its original condition including but not limited to the restoration of any landscaping improvements. Grantee shall be solely responsible for all costs associated with returning the surface area to its original condition. Grantee shall also be solely responsible for all costs associated with the upkeep and necessary maintenance of the Sewer Utility Easement so that it is in an attractive and functional condition and complies with all applicable laws. All maintenance and repair of the Sewer Utility Easement shall be made so as to interfere as little as possible with the Grantor's use of the Property. In the event the Sewer Utility Easement damages the Property, regardless of the cause. Grantee shall be solely responsible for all costs incurred to repair any damage caused to the Property as a result of the Sewer Utility Easement.

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This grant of easement shall run with the land and shall be binding upon and shall inure to the benefit of the Grantee, its successors and assigns.

TO HAVE AND TO HOLD the said easement unto the said Grantee and unto its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has executed this instrument on the day and year first above written.

SIERRA TAHOE PROFESSIONAL CENTER, LLC, a Nevada limited liability company

By: Recent darif

Kerry David, Manager

STATE OF NEVADA

: SS.

COUNTY OF Douglas

On <u>December 27</u>, 2012, personally appeared before me, a notary public, Kerry David, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the Manager of SIERRA TAHOE PROFESSIONAL CENTER, LLC, a Nevada limited liability company, and who further acknowledged to me that he executed the foregoing deed on behalf of said company.

R. DAVISON
NOTARY PUBLIC
STATE OF NEVADA
My Appt. Exp. October 2, 2016
Certificate No: 12-8964-5

NOTARY PUBLIC

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0643-017 12/11/12

BERNARD

EXHIBIT 1 SEWER EASEMENT (SIERRA TAHOE PROFESSIONAL CENTER, LLC TO DOUGLAS COUNTY SEWER IMPROVEMENT DISTRICT NO. 1)

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

A strip of land for sewer easement purposes located within a portion of Section 22, Township 13 North, Range 18 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northeast corner of said Section 22, a found USGLO Brass Cap;

thence along the north line of said Section 22, North 89°59'08" West, 1883.04 feet to the northeast corner of Parcel 1 as shown on the Parcel Map for Dr. C.O. Thompson filed for record May 7, 1975 in the office of Recorder, Douglas County, Nevada as Document No. 80018, the POINT OF BEGINNING;

thence South 35°56'44" West, 32.11 feet to a point on the boundary of the Final Order of Condemnation filed for record November 12, 1969 in said office of Recorder in Book 71, Page 355;

thence along said boundary of the Final Order of Condemnation, North 89°59'08" West, 245.60 feet;

thence continuing along said boundary of the Final Order of Condemnation, South 88°17'48" West, 176.44 feet to a point on the right-of-way line of Dorla Court;

thence along said right right-of-way line of Dorla Court, North 37°03'34" West, 39.22 feet to the westerly corner of said Parcel 1, said point falling on the southeasterly right-of-way line of Elks Point Road, said point also falling on said north line of Section 22:

thence along said north line of Section 22, South 89°59'08" East, 464.45 feet to the POINT OF BEGINNING, containing 12,052 square feet or 0.28 acres, more or less.

The Basis of Bearing of this description is South 89°52'15" West, the South Line of Parcel C as shown on the Parcel Map for Round Hill, Ltd. filed for recording aid office of Recorder as Document No. 36918.

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

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EXHIBIT 1

