



00018219201508660800230235

KAREN ELLISON, RECORDER

**RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:**

Michelle Godde
Clear Creek Tahoe
199 Old Clear Creek Road
Carson City, Nevada 89705

The undersigned hereby affirm(s) 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)

PRIVATE SLOPE AND DRAINAGE EASEMENT AGREEMENT

This Private Slope and Drainage Easement Agreement (the "Easement Agreement") is made and entered into by and between Clear Creek OS, LLC, a Delaware limited liability company ("Grantor"), and Clear Creek Residential, LLC, a Delaware limited liability company ("Grantee"). Grantor and Grantee are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

A. Grantor is the owner of certain real property located in Douglas County, Nevada, which real property is more particularly described in **Exhibit "A"** attached hereto (the "Servient Property").

B. Grantee is the owner of certain real property located in Douglas County, Nevada, which real property is more particularly described in **Exhibit "B"** attached hereto (the "Dominant Property").

C. Grantee intends to improve the Dominant Property with a private roadway (which roadway will be a portion of the private roadway to be commonly known as Clubhouse Drive) (the "Project"). In connection with Grantee's development of the Project, Grantee desires (i) to obtain, for the benefit of the Dominant Property, certain perpetual, non-exclusive easement rights over certain portions of the Servient Property, such portions being more particularly described in **Exhibit "C"** attached hereto (collectively, the "Easement Area"), (ii) to grant to the County of Douglas, State of Nevada (the "County"), certain rights

over the Dominant Property, and (iii) to obtain for the benefit of the County certain rights over the Easement Area.

D. Grantor is willing to grant to Grantee and create for the County the above-referenced rights, pursuant to the terms and conditions set forth herein.

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

AGREEMENT

I. Recitals; Effective Date. The Recitals are true and correct and are incorporated herein. The covenants, rights and obligations of this Agreement shall become effective upon recordation of this Agreement in the Official Records of Douglas County, Nevada.

II. Grant of Easements.

(A) Easements to Grantee. Grantor hereby grants and conveys to Grantee over the Easement Area, for the benefit of the Dominant Property, the following rights: (i) a perpetual, appurtenant, non-exclusive easement for drainage off the Dominant Property (as now existing or hereafter developed with the Project) according to the drainage patterns created or required by the grading and drainage plans for the Dominant Property and/or the Servient Property approved by Douglas County in connection with the development and operation of the Project upon the Dominant Property (the "Grading Plans"), as well as the actual, natural, and existing patterns for drainage; (ii) a perpetual, appurtenant, non-exclusive easement for the construction, installation, use, maintenance, replacement, and repair of drainage facilities as may be required under the Grading Plans; (iii) a perpetual, appurtenant, non-exclusive easement for the construction, installation, use (including lateral and subjacent support), maintenance, replacement, and repair of such slopes and related rockery walls and/or retaining walls as may be required under the Grading Plans; and (iv) a perpetual, appurtenant, non-exclusive easement over and upon the Easement Area for access as may be needed to enjoy the foregoing rights.

(B) Easements to the County (Grantor). Grantor hereby grants, conveys, and reserves unto the County a perpetual, non-exclusive easement in-gross over and upon the Easement Area for such access and maintenance activities as may be necessary or useful to enjoy the County's rights under Section VIII below.

(C) Easements to the County (Grantee). Grantee hereby grants, conveys, and reserves unto the County a perpetual, non-exclusive easement in-gross over and upon the Dominant Property for such access and maintenance activities as may be necessary or useful to enjoy the County's rights under Section VIII below.

III. Compliance with Laws. Grantee shall fully comply with (and shall cause all persons acting through or on behalf of Grantee to fully comply with) all laws, ordinances, rules, and regulations in the exercise of its rights hereunder or otherwise applicable to the Servient Property and/or the Easement Area, and the construction, installation, maintenance, repair, use and/or replacement of any improvements thereon.

IV. Indemnity. Grantee shall defend, protect, indemnify and hold harmless Grantor against any and all damages, losses, expenses, assessments, fines, costs and liabilities (including without limitation, all interest, penalties and attorney's fees) based upon or arising out of any claim of personal injury, property damage, or other claim resulting from Grantee's use of its easement rights hereunder, or otherwise arising out of or relating to Grantee's rights and obligations pursuant to this Agreement, other than any loss, liability, damage, suit, claim, expense, fees or costs arising by reason of Grantor's gross negligence or willful misconduct. In the event that Grantor receives notice of any claim to which the indemnification hereunder applies, Grantor shall inform Grantee of the claim as soon as is reasonably possible.

V. Property Taxes and Assessments. Nothing in this Agreement shall be deemed to create in Grantee an obligation to pay any property taxes or assessments charged against the Easement Area or any other portion of the Servient Property.

VI. Construction Obligations. Except in case of emergency, Grantee shall provide Grantor with not less than three (3) days prior notice before commencing any construction, installation, maintenance, repair, or replacement of any improvements or making any entry upon the Servient Property pursuant to its rights hereunder. All such activities will be conducted in a reasonably expeditious and diligent manner, and so as to minimize to the extent possible any interruption of or interference with Grantor's quiet use and enjoyment of the Servient Property.

VII. Maintenance; Duty to Repair.

(A) Standard of Maintenance. Each of the Dominant Property and the Easement Area, and all improvements thereon (whether constructed/installed by Grantor or Grantee), shall at all times be maintained in good order and repair.

(B) Maintenance of Easement Area Prior to Grantee's Work. Prior to the initial construction or installation of improvements upon the Easement Area by Grantee, Grantor shall be responsible for performing or causing to be performed, at its sole cost and expense, any maintenance, repair, minor modification, or replacement necessary to cause the Easement Area to comply with the maintenance standard set forth in Section VII(A).

(C) Maintenance of Easement Area Following Grantee's Work. Following Grantee's commencement upon the Easement Area of the initial construction or installation of

improvements described in the Grading Plans, but subject to Section IX below, Grantee shall be responsible for performing or causing to be performed, at its sole cost and expense, any maintenance, repair, minor modification, or replacement necessary to cause the Easement Area to comply with the maintenance standard set forth in Section VII(A).

(D) Maintenance of Dominant Property. Grantee shall be responsible for performing or causing to be performed, at its sole cost and expense, any maintenance, repair, minor modification, or replacement necessary to cause the Easement Area to comply with the maintenance standard set forth in Section VII(A).

VIII. Right to Cure. In the event either Party or the County determines that the Party responsible for a maintenance item under Section VII or Section IX fails to adequately maintain such item as required under Section VII or Section IX, such determining Party or the County (as applicable, the "non-defaulting party") may provide written notice thereof to the defaulting Party (the "defaulting party") describing in reasonable detail the nature of such default and the action to be undertaken to cure the default (provided, however, that such notice need not be written in the event of an emergency). If the defaulting party fails to cure such default within thirty (30) days of delivery of such written notice, or, in the event of an emergency, fails to take immediate action to cure such default, the non-defaulting party shall have the right to cure the default; provided, however, if the nature of the non-emergency default is such that it is not commercially reasonable or capable of being cured within such thirty (30) day period, then provided the defaulting party commences to cure such default within such thirty (30) day period and thereafter diligently prosecutes the same to completion, then said default shall be deemed suspended pending such cure. If a default is not cured or suspended in accordance with the foregoing, the non-defaulting party may take any action it deems necessary to cure the default. The defaulting party shall pay the actual cost incurred by the non-defaulting party in exercising such right within thirty (30) days of delivery of an invoice therefor, together with such supporting and back-up invoices and other materials as are reasonably sufficient for the defaulting party to determine the accuracy and propriety of such billing.

IX. Grantor's Use. Grantor hereby reserves the right to alter, modify, replace, remove, or place any item or improvement upon any portion of the Servient Property; provided, however, that (i) at no time shall Grantor undertake any activity in relation to or the construction or modification of any improvement upon the Easement Area in any manner that may negatively impact drainage or lateral and/or subjacent support provided to the Dominant Property or the Project by the Easement Area, as required and described in the Grading Plans, (ii) Grantor shall not interfere with Grantee or the County during Grantee's or the County's construction, maintenance, repair, or replacement of improvements upon the Easement Area in accordance with the Grading Plans, and (iii) in the event Grantor damages the Easement Area or any improvement thereon during such time as Grantee is responsible for maintaining the Easement Area pursuant to Section VII(C), Grantor shall, at its sole expense, promptly

restore such portion of the Easement Area and/or improvement to its condition immediately prior to such damage.

X. Notices. All notices and demands of any kind which either Party hereto may be required or desire to serve upon the other Party under the terms of this Agreement shall be in writing and shall be served upon such other Party (a) by personal service upon such other Party, whereupon service shall be deemed complete, (b) by telecopy, followed by a hard copy mailed the same day, whereupon service shall be deemed completed on the day telecopy was sent, (c) by Federal Express or other recognized overnight delivery service, whereupon service shall be deemed complete the next business day, or (d) by mailing a copy thereof by certified or registered mail, postage prepaid, with return receipt requested, whereupon service shall be deemed complete on the day actual delivery is made, as shown by the addressee's registry or certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which notices and demands shall be sent are as follows:

Grantor: Clear Creek OS, LLC
Attn: Michelle Godde
199 Old Clear Creek Road
Carson City, Nevada 89705
Telephone: (775) 720-5768

Grantee: Clear Creek Residential, LLC
Attn: Michelle Godde
199 Old Clear Creek Road
Carson City, Nevada 89705
Telephone: (775) 720-5768

The address information above may be changed from time to time by notice served, as provided in this Section X, by either Party upon the other Party.

XI. General Provisions.

A. Easements Appurtenant; Covenants and Equitable Servitudes. The easements granted in favor of Grantee under this Agreement shall be easements appurtenant to the Servient Property and the Dominant Property, while the easements granted in favor of the County under this Agreement shall be easements in gross and binding upon the Servient Property and the Dominant Property. All provisions of this Agreement shall be binding upon the respective successors and assigns of the Parties and shall be deemed to run with the Servient Property and the Dominant Property as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the

Servient Property and the Dominant Property, and to all persons hereafter acquiring or owning any interest in the Servient Property or the Dominant Property, however such interest may be obtained.

B. Modification and Waiver. No claim of waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be made against either Party except on the basis of a written instrument executed by or on behalf of such Party. Without limiting the generality of the foregoing, the provisions of this Agreement may not be amended except by written instrument executed by each Party and the County, which instrument shall be recorded in the Official Records of Douglas County, Nevada.

C. No Other Inducement. The making, execution and delivery of this Agreement by the Parties hereto has been induced by no representations, statements, warranties or agreements other than those herein expressed.

D. Construction and Interpretation. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement shall be construed as if both Parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one Party. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and vice versa.

E. Paragraph Headings. The headings of the several paragraphs of this Agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

F. Attorneys' Fees. Should any Party hereto employ an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing Party shall be entitled to receive from the other Party thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

G. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada, without giving effect to the choice of law principles of said State.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement.

I. Time of the Essence. Time is of the essence for the performance of all obligations and the satisfaction of all conditions of this Agreement.

J. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein.

K. Additional Actions and Documents. The Parties agree to take such additional actions and execute such additional documents as may be necessary or proper to carry out the transactions contemplated by this Agreement. Notwithstanding the foregoing, the Parties acknowledge and agree that nothing herein shall be deemed to obligate Grantor to grant to Grantee any additional rights or easements over Grantor's property.

L. Limitation of Liability. As used in this Agreement, the term "Grantor" means only a current owner of fee title to the Servient Property at the time in question. Each Grantor is obligated to perform the obligations of Grantor under this Agreement only during the time such Grantor owns such title. Any Grantor who transfers all of its interests in the Servient Property is relieved of all liability with respect to the obligations of Grantor under this Agreement to be performed on or after the date of transfer. Similarly, as used in this Agreement, the term "Grantee" means only a current owner of fee title to the relevant portion of the Dominant Property at the time in question. Each Grantee is obligated to perform its obligations under this Agreement as owner of any portion of the Dominant Property only during the time such Grantee owns title to such portion. Any owner who transfers all of its interests in a portion of the Dominant Property is relieved of all liability with respect to the obligations of an owner of that portion of the Dominant Property under this Agreement to be performed on or after the date of transfer.

M. Breach Shall Not Permit Termination. No breach of this Agreement shall entitle either Party or the County to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which may be available to such Party or the County at law or in equity.

N. Work and Improvements "AS IS". The Parties acknowledge and agree that, except as otherwise expressly set forth herein, no representations or warranties, express or implied, are made as to the fitness, usefulness, or quality of the workmanship or materials used to perform any work hereunder, and that all work performed hereunder, together with all improvements constructed in connection therewith, will be accepted by the Parties upon completion "AS IS," "WHERE IS," and "WITH ALL FAULTS."

O. Damages. Neither Party to this instrument nor the County shall be liable to any other Party or the County, as applicable, for any lost profits, special, incidental, punitive, exemplary or consequential damages.

P. Third Party Beneficiary. The County is hereby expressly made a third party beneficiary to and may enforce its rights as provided under this Agreement.

IN WITNESS WHEREOF, each Party hereto has executed this Agreement as of the date opposite that Party's signature.

GRANTOR:

Clear Creek OS, LLC, a
Delaware limited liability company

By: Clear Creek Partners, LLC

Its: a Delaware Company

Its: Manager

By: [Signature]

Date: October 28, 2013

Its: [Signature]

GRANTEE:

Clear Creek Residential, LLC, a
Delaware limited liability company

By: Clear Creek Partners, LLC

Its: a Delaware Company

Its: Manager

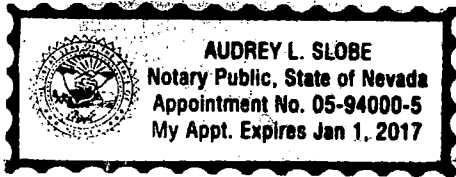
By: [Signature]

Date: October 28, 2013

Its: [Signature]

STATE OF Nevada)
)
COUNTY OF Douglas)

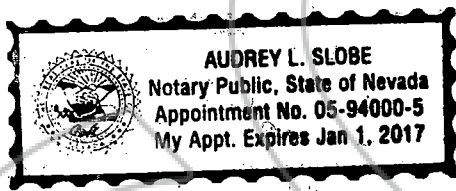
This instrument was acknowledged before me on October 28, 2013, by
James S. Taylor as Manager of
Clear Creek Partners, LLC a Delaware Company as
Manager of Clear Creek OS, LLC, a Delaware limited liability
company.



Audrey L. Slobe
Notary Public
My Commission Expires: Jan. 1, 2017

STATE OF Nevada)
)
COUNTY OF Douglas)

This instrument was acknowledged before me on October 28, 2013, by
James S. Taylor as Manager of
Clear Creek Partners, LLC a Delaware Company as
Manager of Clear Creek Residential, LLC, a Delaware limited
liability company.



Audrey L. Slobe
Notary Public
My Commission Expires: Jan. 1, 2017

EXHIBIT "A"

LEGAL DESCRIPTION

SERVIENT PROPERTIES

CLEAR CREEK OS, LLC

BEING Parcels 1, 3 & 4 as shown on Boundary Line Adjustment/Record of Survey (BLA/ROS) Map Document No. 725936 and described in Deed Document No. 725935 filed in the official records of Douglas County, Nevada on June 27, 2008;

Containing 844.07 acres of land, more or less.

BASIS OF BEARINGS: Identical to that of Record of Survey/Boundary Line Adjustment Map Document No. 725936 recorded June 27, 2008, official records of Douglas County, Nevada.

SURVEYOR'S CERTIFICATE

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

Gerald D. Juarez
Nevada PLS 12140
For and on behalf of

 **Manhard**
CONSULTING
9850 DOUBLE R BLVD, SUITE 101
RENO, NEVADA 89521
(775) 743-3500

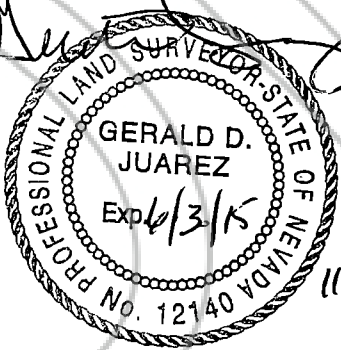
Gerald D. Juarez

11/5/13

EXHIBIT "B"

LEGAL DESCRIPTION

DOMINANT PROPERTY

**PARCEL 17, BLA/ROS 725936
APN 1419-04-000-019
CLEAR CREEK RESIDENTIAL, LLC**

BEING Parcel 17 as shown on Boundary Line Adjustment/Record of Survey (BLA/ROS) Map Document No. 725936 and described in Deed Document No. 725935 filed in the official records of Douglas County, Nevada on June 27, 2008;

Containing 229.00 acres of land, more or less.

BASIS OF BEARINGS: Identical to that of Record of Survey/Boundary Line Adjustment Map Document No. 725936 recorded June 27, 2008, official records of Douglas County, Nevada.

SURVEYOR'S CERTIFICATE

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

Gerald D. Juarez
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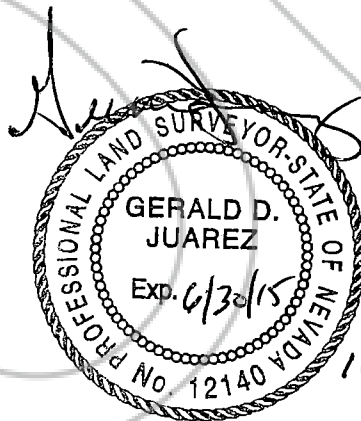


EXHIBIT "C"

LEGAL DESCRIPTION

**PRIVATE SLOPE AND DRAINAGE EASEMENT
A PORTION PARCEL 1, BLA/ROS 725936
AFFECTING APN 1419-04-000-017
CLEAR CREEK OS, LLC**

The following describes a slope easement lying within a portion of Parcel 1 as shown on Boundary Line Adjustment/Record of Survey (BLA/ROS) Map Document No. 725936 filed in the official records of Douglas County, Nevada on June 27, 2008, situate within the West One-half (W 1/2) of Section Three (3), Township Fourteen (14) North, Range Nineteen (19) East, Mount Diablo Meridian, County of Douglas, State of Nevada, more particularly described as follows:

AREA A

BEGINNING at the Southwest Corner (SW Cor) of said Parcel 1, coincident with the Southeast Corner (SE Cor) of Parcel 5 of said BLA/ROS also being a point on the northwesterly line of Parcel 17 of said BLA/ROS, known as Tahoe Golf Club Drive (TGCD), from which the Southwest Corner (SW Cor) of said Section 3 lies, North 10°36'18" East, 4,098.10 feet;

THENCE departing said Cor's and said northwesterly line and along the west line of said Parcel 1, North 00° 51' 05" East, 16.66 feet to the beginning of a tangent curve to the left;

THENCE, 3.69 feet along the arc of a 175.00 radius through a central angle of 01°12'31";

THENCE, departing said west line the following six (6) courses:

1. North 71° 46' 32" East, 15.72 feet;
2. South 80° 46' 52" East, 79.94 feet;
3. North 62° 12' 19" East, 172.51 feet;
4. North 57° 33' 29" East, 36.20 feet;
5. North 25° 26' 43" East, 54.07 feet;
6. North 31° 38' 45" West, 31.96 feet to the northeasterly line of said Parcel 1;

THENCE, along said northeasterly line the following five (5) courses:

1. North 87° 53' 04" East, 5.00 feet to the beginning of a curve to the right;
2. 56.40 feet along the arc of a 28.50 foot radius curve through a central angle of 113°23'21" to the beginning of a compound curve;
3. 336.93 feet along the arc of a 252.50 foot radius curve through a central angle of 76°27'17";
4. North 82° 16' 20" West, 36.21 feet to the beginning of a curve to the right;
5. 11.97 feet along the arc of a 28.50 foot radius curve through a central angle of 24°03'56" to the **POINT OF BEGINNING**;

Containing 12,139 square feet of land, more or less.

TOGETHER WITH;

AREA B

BEGINNING at the most easterly corner (E Cor) of said Parcel 1, coincident with the Northwest Corner (NW Cor) of Parcel 8 of said BLA/ROS also being a point on the westerly line of said Parcel 17 (TGCD), from which the Southwest Corner (SW Cor) of said Section 3 lies, North 25°52'07" East, 2,808.47 feet;

THENCE departing said E Cor and NW Cor and westerly line of said Parcel 17 (TGCD and along the south line of said Parcel 1, South 66° 57' 11" West, 4.37 feet;

THENCE, departing said south line the following twenty-two (22) courses:

1. North 50° 08' 45" West, 52.64 feet;
2. North 20° 22' 59.77" West, 90.51 feet;
3. North 10° 29' 30.57" West, 131.52 feet;
4. North 20° 40' 05.61" East, 70.59 feet;
5. North 29° 06' 17.25" West, 55.45 feet;
6. North 32° 51' 43.07" East, 66.53 feet;
7. North 57° 41' 37.37" West, 124.53 feet;
8. North 01° 11' 24.16" West, 76.51 feet;
9. North 74° 59' 11.86" East, 100.02 feet;
10. North 07° 16' 50.93" West, 52.49 feet;
11. North 35° 07' 39.37" East, 38.35 feet;
12. North 24° 52' 20.63" West, 76.72 feet;
13. North 69° 52' 20.63" West, 39.13 feet;
14. North 24° 19' 20.27" West, 71.18 feet;
15. North 72° 57' 20.06" West, 135.70 feet;
16. North 90° 00' 00.00" West, 181.01 feet;
17. South 67° 35' 01.45" West, 119.90 feet;
18. North 83° 05' 08.07" West, 67.80 feet;
19. North 61° 00' 35.01" West, 58.60 feet;
20. 477.466 feet along the arc of a 352.50 foot radius curve through a central angle of 77°36'28";
21. North 78° 17' 40" West, 97.39 feet;
22. North 11° 15' 29" East, 106.08 feet to a point on the easterly line of said Parcel 1, coincident with the southerly line of Parcel 5 of said BLA/ROS also being the beginning of a non-tangent curve to the left, a tangent bearing to said beginning bears South 63°46'40" East;

THENCE, along said easterly and southerly line, 135.24 feet along the arc of a 200.00 foot radius curve through a central angle of 38°44'40" to the westerly line of said Parcel 17 (TGCD) to the beginning of a non-tangent curve to the left, a tangent bearing to said beginning bears South 28°43'23" West;

THENCE, departing the southerly line of said Parcel 5 and along the easterly line of said Parcel 1 and westerly line of said Parcel 17 (TGCD) the following four (4) courses:

1. 808.11 feet along the arc of a 332.50 foot radius curve through a central angle of 139°17'08" to the beginning of a reverse curve;
2. 599.10 feet along the arc of a 307.50 foot radius curve through a central angle of 111°37'46";
3. South 01° 04' 01" West, 381.06 feet to the beginning of a curve to the left;
4. 199.42 feet along the arc of a 372.50 foot radius curve through a central angle of 30°40'27" to the **POINT OF BEGINNING**;

Containing 70,400 square feet of land, more or less.

Total area = 82,539 square feet of land or 1.89 acres, more or less.

See accompanying Exhibit C-1 attached hereto and incorporated herein by reference.

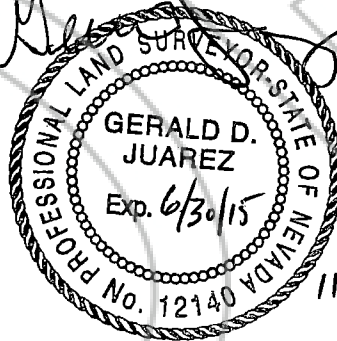
BASIS OF BEARINGS: Identical to that of Record of Survey/Boundary Line Adjustment Map Document No. 725936 recorded June 27, 2008, official records of Douglas County, Nevada.

SURVEYOR'S CERTIFICATE

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

Gerald D. Juarez
Nevada PLS 12140
For and on behalf of

 **Manhard**
CONSULTING
9850 DOUBLE R BLVD, SUITE 101
RENO, NEVADA 89521
(775) 743-3500



11/5/13



1"=60'

APN 1419-03-000-001
BUSCH

CLEAR CREEK ROAD

APN 1419-04-000-017
CLEAR CREEK OS, LLC
PARCEL 1, BLA 725936

SITUATE IN THE NW 1/4 OF
THE NW 1/4, SEC. 3,
T14N, R19E, MDM

PRIVATE SLOPE AND
DRAINAGE EASEMENT
AREA A
(12,139 S.F.±)

1419-03-000-009
APN
PARCEL 5
BLA 725936

TAHOE GOLF
CLUB DRIVE

P.O.B.

APN
1419-04-000-019
PARCEL 17
BLA 725936

APN
1419-00-000-010
PARCEL 3
BLA 725936



NOTE
1. FOR AREA B SEE SHEET 2 OF 2.
2. FOR LINE AND CURVE INFORMATION
SEE LEGAL DESCRIPTION.

LEGEND

- SUBJECT PROPERTY LINE
- EASEMENT AREA
- ADJACENT PROPERTY
- SURVEY TIE
- P.O.C POINT OF COMMENCEMENT
- P.O.B POINT OF BEGINNING

BASIS OF BEARINGS
IDENTICAL TO THAT OF ROS/BLA MAP
NO. 725936, BK. 608, PAGE 7354 OFFICIAL
RECORDS OF DOUGLAS COUNTY, NEVADA

SHEET 1 OF 2



8850 Double R Blvd, Suite 101, Reno, NV 89521 tel: (775) 748-3500 fax: (775) 748-3520 www.manhard.com
Civil Engineers · Surveyors · Water Resources Engineers · Water & Wastewater Engineers
Construction Managers · Environmental Scientists · Landscape Architects · Planners

| | |
|-------------------------------------|--------------------|
| CLEAR CREEK OS, LLC | |
| DOUGLAS COUNTY, NEVADA | |
| PRIVATE SLOPE AND DRAINAGE EASEMENT | |
| PROJ. MGR.: <u>MAR</u> | SHEET |
| DRAWN BY: <u>JJ</u> | EXHIBIT C-1 |
| DATE: <u>10/23/13</u> | CCPDCN |
| SCALE: <u>1"=60'</u> | 130470 |

Dwg Name: P:\Ccpdcn\dwg\Surv\Exhibit Drawings\Slope Easements\Slope Esmts.dwg Updated By: jjuarez

S63°46'40"E
TANGENT



1"=200'

S28°43'23"W
TANGENT

BASIS OF BEARINGS

IDENTICAL TO THAT OF ROS/BLA MAP
NO. 725936, BK. 608, PAGE 7354
OFFICIAL RECORDS OF DOUGLAS
COUNTY, NEVADA

LEGEND

- SUBJECT PROPERTY LINE
- EASEMENT AREA
- ADJACENT PROPERTY
- SURVEY TIE
- P.O.C POINT OF COMMENCEMENT
- P.O.B POINT OF BEGINNING

APN
1419-03-000-09
PARCEL 5
BLA 725936

APN
1419-00-000-10
PARCEL 3
BLA 725936

APN
1419-04-000-019
PARCEL 17
BLA 725936

PRIVATE SLOPE AND
DRAINAGE EASEMENT
AREA B
(70,400 S.F.±)

TAHOE GOLF CLUB DRIVE

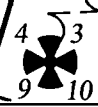
APN 1419-04-000-017
CLEAR CREEK OS, LLC
PARCEL 1, BLA 725936

SITUATE IN THE W 1/2 OF
SEC. 3, T14N, R19E, MDM

APN
1419-00-000-?
PARCEL 17
BLA 725936

NOTE
1. FOR AREA A SEE
SHEET 1 OF 2.
2. FOR LINE AND CURVE
INFORMATION
SEE LEGAL DESCRIPTION.

N25°52'07"E
2808.47'



APN
1419-03-000-011
PARCEL 8
BLA 725936
SHEET 2 OF 2

CLEAR CREEK OS, LLC

DOUGLAS COUNTY, NEVADA

PRIVATE SLOPE AND DRAINAGE EASEMENT

PROJ. MGR.: MAR
DRAWN BY: JJ
DATE: 10/23/13
SCALE: 1"=200'

SHEET
EXHIBIT C-1
CCPDCN 130470



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Construction Managers - Environmental Scientists - Landscape Architects - Planners

EXHIBIT "C"

LEGAL DESCRIPTION

PRIVATE SLOPE AND DRAINAGE EASEMENT A PORTION PARCEL 3, BLA/ROS 725936 AFFECTING APN 1419-04-000-010 CLEAR CREEK OS, LLC

The following describes a slope easement lying within a portion of Parcel 3 as shown on Boundary Line Adjustment/Record of Survey (BLA/ROS) Map Document No. 725936 filed in the official records of Douglas County, Nevada on June 27, 2008, situate within the Northwest One-quarter (NW 1/4) of Section Three (3), Township Fourteen (14) North, Range Nineteen (19) East, Mount Diablo Meridian, County of Douglas, State of Nevada, more particularly described as follows:

BEGINNING at the Southeast Corner (SE Cor) of said Parcel 3, also being a point on the north line of Parcel 11 of said BLA/ROS, from which the Southwest Corner (SW Cor) of said Section 3 lies, North 26°24'00" East, 2,990.41 feet;

THENCE departing said SE Cor and along the south line of said Parcel 3 and the north line of said Parcel 11, South 89° 13' 59" West, 106.22 feet to the Southwest Corner (SW Cor) of said Parcel 3, also being a point on the easterly line of Parcel 17 of said BLA/ROS, known as Tahoe Golf Club Drive (TGCD) and the beginning of a non-tangent curve to the right, a tangent line to said beginning bears North 05°56'08" West;

THENCE, departing said SW Cor and along the west line of said Parcel 3 coincident with the easterly line of said Parcel 17 (TGCD) the following eleven (11) courses:

1. 40.03 feet along the arc of a 327.50 radius through a central angle of 07°00'09";
2. North 01° 04' 01" East, 381.06 feet to the beginning of a curve to the left;
3. 686.78 feet along the arc of a 352.50 foot radius curve through a central angle of 111°37'46" to the beginning of a reverse curve;
4. 740.49 feet along the arc of a 287.500 foot radius curve through a central angle of 147°34'19" to the beginning of a compound curve;
5. 41.92 feet along the arc of a 51.50 foot radius curve through a central angle of 46°38'06" to the beginning of a reverse curve;
6. 201.78 feet along the arc of a 352.00 foot radius curve through a central angle of 32°50'41" to the beginning of a reverse curve;
7. 54.47 feet along the arc of a 66.50 foot radius curve through a central angle of 46°55'42";
8. South 82° 16' 19" East, 104.19 feet to the beginning of a curve to the left;
9. 447.03 feet along the arc of a 297.50 foot radius curve through a central angle of 86°05'35" to the beginning of a reverse curve;
10. 32.68 feet along the arc of a 28.50 foot radius curve through a central angle of 65°42'06";
11. North 77° 20' 12" East, 5.00 feet;

THENCE, departing the west of said Parcel 5 and the easterly line of said Parcel 17 (TGCD) the following forty-one (41) courses:

1. North 77° 20' 12" East, 10.10 feet;
2. South 01° 40' 02" West, 6.76 feet;
3. South 04° 28' 28" West, 60.61 feet;
4. South 02° 33' 54" West, 88.66 feet;
5. South 23° 53' 04" West, 75.51 feet;
6. South 35° 07' 08" West, 133.54 feet;
7. South 34° 08' 01" East, 35.27 feet;
8. North 66° 58' 10" East, 121.47 feet;
9. South 21° 21' 29" East, 65.85 feet;
10. South 05° 11' 56" West, 62.81 feet;
11. South 72° 14' 22" West, 168.17 feet;
12. North 27° 55' 52" West, 85.05 feet;
13. North 80° 54' 17" West, 74.51 feet;
14. North 60° 32' 50" West, 167.16 feet;
15. North 65° 22' 49" West, 72.07 feet;
16. North 36° 55' 45" West, 34.06 feet;
17. South 65° 46' 46" West, 74.28 feet;
18. South 10° 07' 59" East, 34.66 feet;
19. South 12° 22' 21" West, 30.35 feet;
20. South 61° 09' 38" West, 73.45 feet;
21. North 67° 20' 10" West, 108.20 feet to the beginning of a curve to the left;
22. 29.71 feet along the arc of a 36.50 foot radius curve through a central angle of 46°38'06" to the beginning of a compound curve;
23. 491.86 feet along the arc of a 272.500 foot radius curve through a central angle of 103°25'07";
24. South 85° 43' 55" East, 114.60 feet;
25. North 52° 48' 07" East, 106.15 feet;
26. North 76° 05' 32" East, 96.32 feet;
27. South 78° 27' 34" East, 182.75 feet;
28. South 48° 34' 40" East, 92.70 feet;
29. North 64° 43' 01" East, 49.45 feet;
30. North 84° 13' 54" East, 137.36 feet;
31. South 37° 44' 34" East, 65.74 feet;
32. South 18° 01' 43" West, 52.54 feet;
33. South 60° 35' 04" West, 109.89 feet;
34. South 20° 07' 39" West, 26.18 feet;
35. South 24° 52' 21" East, 76.56 feet;
36. South 69° 52' 21" East, 51.39 feet;
37. South 11° 25' 19" East, 114.13 feet;
38. South 20° 13' 08" West, 121.47 feet;
39. South 31° 18' 14" East, 38.72 feet;
40. South 04° 06' 51" East, 102.60 feet;
41. South 88° 55' 59" East, 59.58 feet to the east line of said Parcel 3;

THENCE, South 00° 54' 30" West, along said east line, 161.45 feet to the **POINT OF BEGINNING;**

Containing 4.40 acres of land, more or less.

See accompanying Exhibit C-1 attached hereto and incorporated herein by reference.

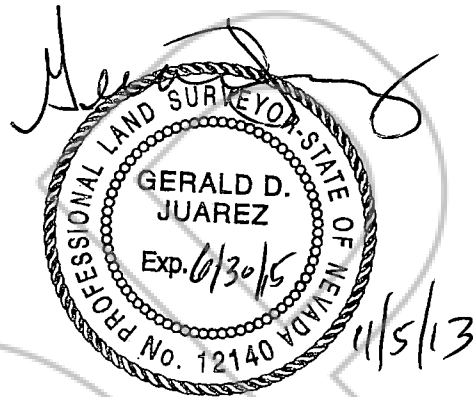
BASIS OF BEARINGS: Identical to that of Record of Survey/Boundary Line Adjustment Map Document No. 725936 recorded June 27, 2008, official records of Douglas County, Nevada.

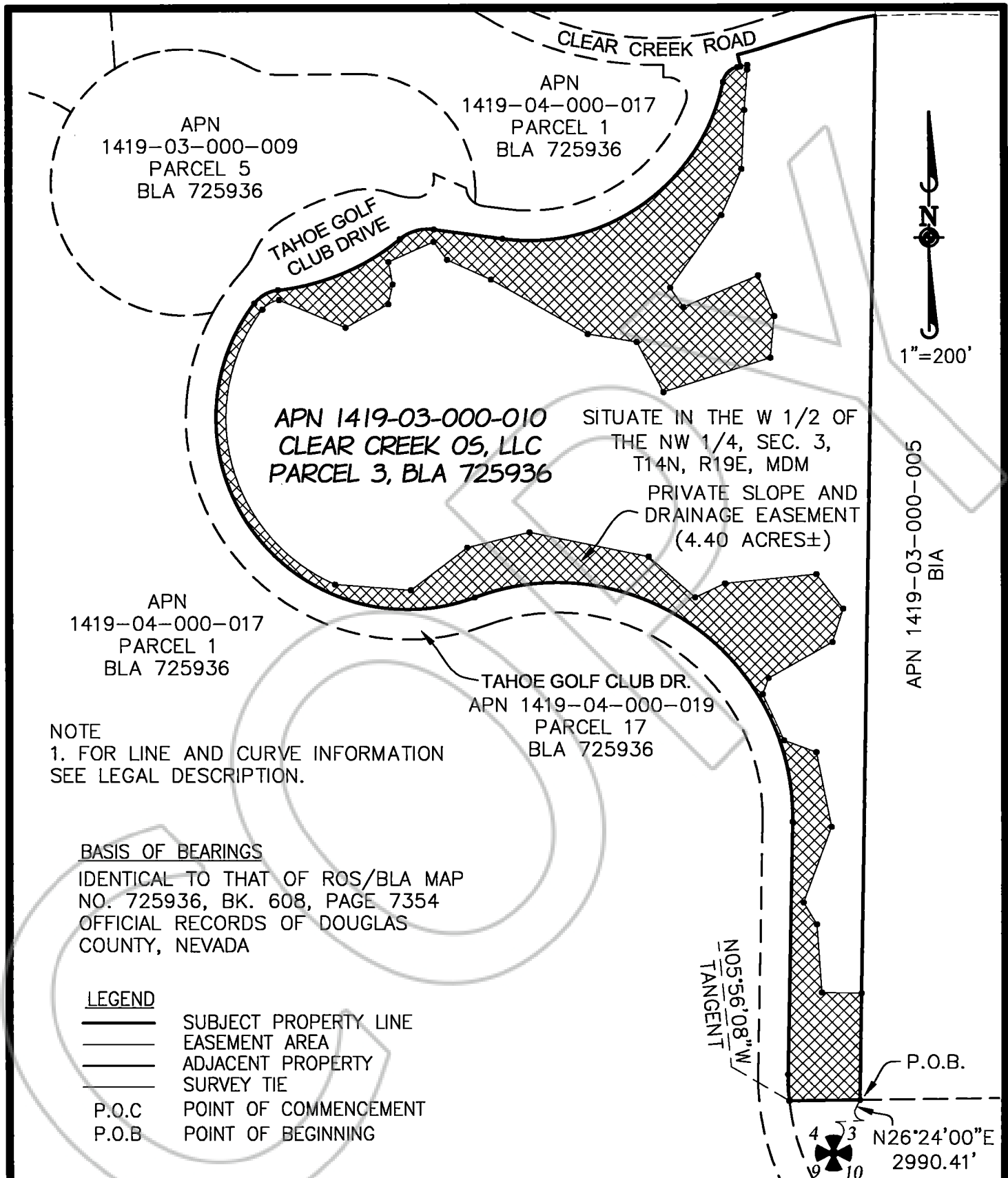
SURVEYOR'S CERTIFICATE

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

Gerald D. Juarez
Nevada PLS 12140
For and on behalf of

 **Manhard**
CONSULTING
9850 DOUBLE R BLVD, SUITE 101
RENO, NEVADA 89521
(775) 743-3500





1"=200'

APN 1419-03-000-010
 CLEAR CREEK OS, LLC
 PARCEL 3, BLA 725936

SITUATE IN THE W 1/2 OF
 THE NW 1/4, SEC. 3,
 T14N, R19E, MDM
 PRIVATE SLOPE AND
 DRAINAGE EASEMENT
 (4.40 ACRES±)

APN
 1419-04-000-017
 PARCEL 1
 BLA 725936

TAHOE GOLF CLUB DR.
 APN 1419-04-000-019
 PARCEL 17
 BLA 725936

NOTE
 1. FOR LINE AND CURVE INFORMATION
 SEE LEGAL DESCRIPTION.

BASIS OF BEARINGS
 IDENTICAL TO THAT OF ROS/BLA MAP
 NO. 725936, BK. 608, PAGE 7354
 OFFICIAL RECORDS OF DOUGLAS
 COUNTY, NEVADA

LEGEND

————— SUBJECT PROPERTY LINE
 - - - - - EASEMENT AREA
 ———— ADJACENT PROPERTY
 ———— SURVEY TIE

P.O.C POINT OF COMMENCEMENT
 P.O.B POINT OF BEGINNING

N05°56'08"W
 TANGENT

P.O.B.

4 3
 9 10

N26°24'00"E
 2990.41'



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 Construction Managers • Environmental Scientists • Landscape Architects • Planners

| | |
|-------------------------------------|--------------------|
| CLEAR CREEK OS, LLC | |
| DOUGLAS COUNTY, NEVADA | |
| PRIVATE SLOPE AND DRAINAGE EASEMENT | |
| PROJ. MGR.: MAR | SHEET |
| DRAWN BY: JJ | EXHIBIT C-1 |
| DATE: 10/23/13 | CCPDCN |
| SCALE: 1"=200' | 130470 |

EXHIBIT "C"

LEGAL DESCRIPTION

**PRIVATE SLOPE AND DRAINAGE EASEMENT
A PORTION PARCEL 4, BLA/ROS 725936
AFFECTING APN 1419-03-000-016
CLEAR CREEK OS, LLC**

The following describes a slope easement lying within a portion of Parcel 4 as shown on Boundary Line Adjustment/Record of Survey (BLA/ROS) Map Document No. 725936 filed in the official records of Douglas County, Nevada on June 27, 2008, situate within the Southwest One-quarter (SW 1/4) of the Southeast One-quarter (SE 1/4) of Section Three (3), Township Fourteen (14) North, Range Nineteen (19) East, Mount Diablo Meridian, County of Douglas, State of Nevada, more particularly described as follows:

BEGINNING at the most westerly Northwest Corner (NW Cor) of said Parcel 4 coincident with the Southwest Corner of Parcel 7 of said BLA/ROS, being a point on the easterly line of Parcel 17 of said BLA/ROS, known as Tahoe Golf Club Drive (TGCD), from which the Southwest Corner (SW Cor) of said Section 3 lies, North $68^{\circ}55'21''$ East, 3,276.86 feet;

THENCE departing said NW Cor and along the northerly line of said Parcel 4, coincident with the southerly line of said Parcel 7, South $80^{\circ}15'05''$ East, 10.11 feet to the beginning of a non-tangent curve to the right, a tangent bearing to said beginning bears South $18^{\circ}12'01''$ West;

THENCE southerly a distance of 61.84 feet along the arc of a 532.50 foot radius curve, through a central angle of $06^{\circ}39'13''$ to the beginning of a reverse curve;

THENCE southerly a distance of 142.29 feet along the arc of a 467.50 foot radius curve, through a central angle of $17^{\circ}26'19''$;

THENCE South $82^{\circ}35'05''$ East, 5.00 feet to the beginning of a non-tangent curve to the right, a tangent bearing to said beginning bears South $07^{\circ}24'55''$ West;

THENCE southerly a distance of 197.28 feet along the arc of a 1,537.50 foot radius curve, through a central angle of $07^{\circ}21'06''$ to a point on the westerly line of said Parcel 4 coincident with the northerly line of said Parcel 10;

THENCE along said westerly line and northerly line, North $70^{\circ}42'27''$ West, 15.05 feet the most westerly Southwest Corner (SW Cor) of said Parcel 4 coincident with the Northwest Corner of said Parcel 10 also being a point on the easterly line of said Parcel 17 and the to the beginning of a non-tangent curve to the left, a tangent bearing to said beginning bears North $14^{\circ}43'20''$ East;

THENCE departing said SW Cor and along the said westerly line of Parcel 4 and said easterly line of Parcel 17, northerly a distance of 194.16 foot along the arc of a 1,522.50 foot radius curve, through a central angle of $07^{\circ}18'25''$ to the beginning of a reverse curve;

THENCE northerly a distance of 145.33 feet along the arc of a 477.50 foot radius curve, through a central angle of $17^{\circ}26'19''$ to the beginning of a reverse curve;

THENCE continuing along said westerly line and easterly line, northerly a distance of 59.19 feet along the arc of a 522.50 feet radius curve, through a central angle of 06°29'26" to the **POINT OF BEGINNING**.

Containing 4,979 square feet of land, more or less.

See accompanying Exhibit C-1 attached hereto and incorporated herein by reference.

BASIS OF BEARINGS: Identical to that of Record of Survey/Boundary Line Adjustment Map Document No. 725936 recorded June 27, 2008, official records of Douglas County, Nevada.

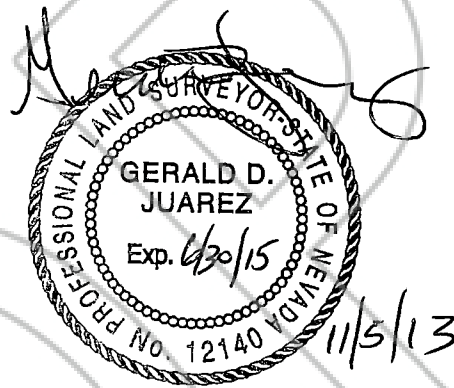
SURVEYOR'S CERTIFICATE

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

Gerald D. Juarez
Nevada PLS 12140
For and on behalf of



9850 DOUBLE R BLVD, SUITE 101
RENO, NEVADA 89521
(775) 743-3500





1"=100'



APN 1419-04-000-019
PARCEL 17, BLA 725936

APN 1419-03-000-015
PARCEL 7, BLA 725936

P.O.B.

N68°55'21"E
3276.86'

S18°12'01"W
(TANGENT)

APN 1419-03-000-016
CLEAR CREEK OS, LLC
PARCEL 4, BLA 725936

APN
1419-03-000-014
PARCEL 9, BLA 725936

SITUATE IN THE SW 1/4 OF
THE SE 1/4 OF SEC. 3,
T14N, R19E, MDM

TAHOE GOLF CLUB DRIVE

S07°24'55"W
(TANGENT)

PRIVATE SLOPE AND DRAINAGE
EASEMENT
(4,979 S.F.±)

N14°43'20"E
(TANGENT)

APN
1419-03-000-017
PARCEL 10, BLA 725936

LEGEND

- SUBJECT PROPERTY LINE
- EASEMENT AREA
- ADJACENT PROPERTY
- SURVEY TIE
- P.O.C POINT OF COMMENCEMENT
- P.O.B POINT OF BEGINNING

BASIS OF BEARINGS

IDENTICAL TO THAT OF ROS/BLA MAP
NO. 725936, BK. 608, PAGE 7354 OFFICIAL
RECORDS OF DOUGLAS COUNTY, NEVADA



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Construction Managers • Environmental Scientists • Landscape Architects • Planners

CLEAR CREEK RESIDENTIAL, LLC
DOUGLAS COUNTY, NEVADA

PRIVATE SLOPE AND DRAINAGE EASEMENT

PROJ. MGR.: MAR

SHEET

DRAWN BY: JJ

DATE: 11/2/13

SCALE: 1"=100'

EXHIBIT C-1

CCPDCN

130470

Dwg Name: P:\Ccpdcn\dwg\Surv\Exhibit Drawings\Slope Easements\Slope Esmts.dwg Updated By: jjuarez 08:24