DOUGLAS COUNTY, NV

2015-869655

Rec \$34 00 Total \$34 00

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MINDEN LAWYERS, LLC

Pgs=21

APN: 1318-24-310-009, 1318-24-310-010, 1318-24-310-011

When Recorded, Mail to:

Charles S. Zumpft, Esq. Minden Lawyers, LLC Post Office Box 2860 Minden, NV 89423

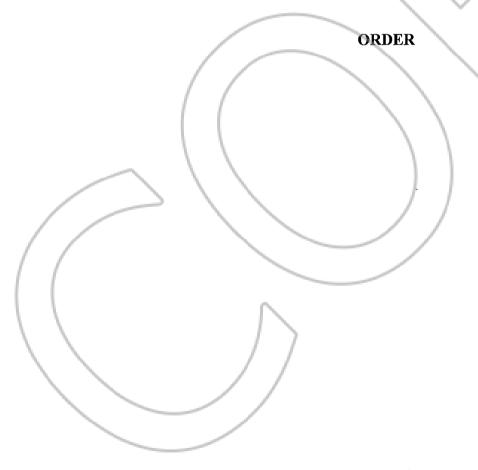


KAREN ELLISON, RECORDER

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

I, the undersigned, hereby affirm that this document submitted for recording does not contain the Social Security number of any person or persons (Per NRS 239B 030)

Title of Document:



1	CASE NO.: 11-CV-0146 SEP 0 4 2015
2	Dept No.: I Douglas County District Court Clerk District Court Clerk
3	DOBESTS IS THE LANG.
4	CLEAK
5	BY
6	IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7	IN AND FOR THE COUNTY OF DOUGLAS
8	SCHILLING DEVELOPMENT, LLC,
9	Plaintiff,
10	vs.
11	KINGSBURY GENERAL IMPROVEMENT ORDER
12	DISTRICT, a Nevada General Improvement District and DOES 1 Through 20, Inclusive,
13	Defendants.
14	
15	Based upon a Stipulation between the parties, and good cause appearing therefore,
16	IT IS HEREBY ORDERED that the Stipulation for Dismissal with Prejudice filed with this Cour
17	by the parties to it is adopted as the Order of this Court, and this action is hereby dismissed with prejudice
18	and the parties will bear their own attorneys fees and costs, except that the Court will retain jurisdiction
19	to enforce the Stipulation, a true and correct copy of which is attached hereto. The parties shall cause this
20	Order together with the Stipulation for Dismissal, and the attachments thereto, to be recorded with the
21	Douglas County Recorder's Office within 10 days of the date of this Order.
22	IT IS SO ORDERED.
23	DATED this H day of September 2015. 77 / 01/
24	DATED this 1 day of September 2015.
25	THE HONORABLE TOD YOUNG
26	DISTRICT COURT JUDGE Respectfully submitted by:
27	ALLING & JILISON, LTD.
28	By:
	ORDER

Post Office Box 3390 \$ 276 Kingsbury Grade

Alling & Jillson, Ltd.



CASE NO.: 11-CV-0146

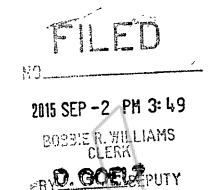
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SEP 0 2 2015

Douglas County District Court Clerk



IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF DOUGLAS

SCHILLING DEVELOPMENT, LLC,

Plaintiff.

VS.

KINGSBURY GENERAL IMPROVEMENT DISTRICT, a Nevada General Improvement District and DOES 1 Through 20, Inclusive,

Defendants.

STIPULATION FOR DISMISSAL WITH PREJUDICE

IT IS HEREBY STIPULATED by and between the parties hereto, and pursuant to the Settlement Agreement, dated December 31, 2012, attached hereto as Exhibit A, by and through their respective counsel, that the above-entitled matter be dismissed with prejudice with each party to bear their own fees and costs.

IT IS FURTHER STIPULATED AND AGREED that this stipulation may be signed in counterpart and submitted as such to facilitate submission to the Court at the earliest possible time.

IT IS FURTHER STIPULATED AND AGREED that a certified copy of this stipulation and order shall be recorded in the office of the Douglas County Recorder, along with Exhibit A, for the purpose of placing the world on notice of the parties' respective rights and obligations, including those directly affecting and running with Douglas County Assessor's parcels 1318-24-310-009 (223 Eagles Heaven Road), 1318-24-310-010 (229 Eagles Heaven Road) and 1318-24-310-011 (226 Eagles Heaven Road)

¹ The December 31, 2012, Settlement Agreement erroneously describes the "Schilling Property" by listing only Douglas County APN 1318-24-310-009 The Settlement Agreement applies to each of the three (3) parcels listed in this Stipulation

1 2 3 4 5	The undersigned do hereby affirm that this of any person DATED this Z & day of August, 2015. ALLING & JILLSON, LTD. By: DAVID R. COCHRAN, ESQ., #5262 RICHARD J MCGUFFIN, ESQ., #12819	MINDEN LAWYERS, LLC By: CHARLES S. ZUMPFT, ESQ., #4804
7 8 9 10	276 Kingsbury Grade, Suite 2000 Post Office Box 3390 Lake Tahoe NV 89449-3390 Ph. (775) 588-6676 • Fax (775) 588-4970 Attorneys for Plaintiff	990 Ironwood Drive Post Office Box 2860 Minden, NV 89423 Ph. (775) 782-7171 • Fax (775) 782-3081 Attorneys for Defendants
Alling & Jillson, Ltd. Post Office Box 3390 \$ 276 Kingsbury Grade Lake Tahoe, Nevada 89449 PH (775) 588-6676 \$ FX (775)588-4970 12 12 12 13 15 15 15 15 15 15 15 15 15 15 15 15 15		
21 22 23 24 25 26 27 28		

STIPULATION AND ORDER FOR DISMISSAL WITH PREJUDICE

AGREEMENT FOR SETTLEMENT AND DEDICATION OF FACILITIES AND EASEMENTS

This Agreement is entered into on this 2 day of December 2012, by and between the Kingsbury General Improvement District, a political subdivision of the State of Nevada (hereinafter referred to as "KGID") on the one hand, and the Schilling Development, LLC, a Nevada Limited Liability Company, (hereinafter referred to as "SCHILLING"), on the other hand, as follows

WITNESSETH:

- A KGID provides water service and wastewater collection service and maintains roadways within its District boundaries and
- B SCIILLING holds legal title to three (3) parcels within the District which are connected to District facilities and located at 223 Eagles Heaven Road, Stateline, Nevada (APN 1318-24-310-009), 226 Eagles Heaven Road, Stateline, Nevada, (APN 1318-24-310-009) and 229 Eagles Heaven Road. Stateline, Nevada (APN 1318-24-310-009) (collectively hereinafter referred to as the "Schilling Property"), and
- C A dispute exists regarding the ownership of the water line as described on Exhibit 1 attached hereto and incorporated herein by reference (hereinafter referred to as the "Water Main Line") and the wastewater line as described on Exhibit 2 attached hereto and incorporated herein by reference (hereinafter referred to as the "Wastewater Main Line") serving the Schilling Property, and
- D SCIILLING filed its Verified Complaint for Injunctive and Declaratory Relief on 12 May 2011 in Ninth Judicial District Court of Nevada, being case number 11-CV-0146 (hereinafter referred to as the "Complaint"); and
- E The parties have conducted discovery and negotiations for the resolution of this matter, and have reached an agreement as set forth below.

NOW THEREFORE; for valuable consideration, parties agree as follows

- KGID and SCHILLING agree that the litigation filed by SCHILLING will be resolved by its dismissal with prejudice upon completion of this settlement agreement and conditions set forth below Such dismissal shall be pursuant to a pleading prepared by SCHILLING, for KGID's review and approval, which provides for the resolution of any and all claims pertaining to the matter, and that each party shall bear its own costs, expenses and attorney's fees relating to the matter
- 2 SCHILLING shall dedicate to KGID, and KGID shall accept from SCHILLING, ownership of the Water Main Line
- 3 SCHILLING shall dedicate to KGID, and KGID shall accept from SCHILLING, ownership of the Wastewater Main Line
- Notwithstanding the acceptance of and confirmation of ownership by KGID, and the relinquishment of all right, title and ownership by SCHILLING, SCHILLING agrees to pay the costs incurred by KGID for all reasonable repair and/or replacement required for each of the Water Main Line

and the Wastewater Main Line, and to indemnify and hold KGID harmless for all matters relating thereto, for a period of fifteen (15) years from the date of filing of the Complaint

For this fifteen (15) year period, KGID is required to provide notice to SCHILLING prior to commencement of any work not deemed an emergency repair. As to emergency work, KGID shall proceed as it deems necessary and appropriate. As to routine maintenance or repair, KGID shall provide SCHILLING with at least ten (10) days written notice of its planned work. SCHILLING shall have five (5) days following such notice to object to the reasonableness of any planned work. In the event of any such objection which is not resolved by agreement between KGID and SCHILLING, the matter shall be submitted to the Water Department of Douglas County for review and a determination of the reasonableness of any work objected to by SCHILLING. The determination by Douglas County shall be final and accepted by KGID and SCHILLING.

Should KGID proceed with such work without the submission of any such matter to SCHILLING or Douglas County, the indemnity referenced in this section shall not apply as to that work.

- 5 SCHILLING shall grant KGID a subsurface utility easement extending ten (10) feet on either side of the center line of the Water Main Line, as further described on Exhibit 3 SCHILLING shall further grant KGID a temporary construction easement to allow KGID access to said utility easement for necessary maintenance and repair of the Water Main Line, as further described on Exhibit 3
- 6 SCHILLING shall grant KGID a subsurface utility easement extending ten (10) feet on either side of the center line of the Wastewater Main Line, as further described on Exhibit 4 SCHILLING shall further grant KGID a temporary construction easement to allow KGID access to said utility easement for necessary maintenance and repair of the Wastewater Main Line, as further described on Exhibit 4
- 7 KGID shall prepare the necessary documents to transfer such Main Line improvements and easements to KGID for SCHILLING's review and approval. SCHILLING shall undertake to locate and provide a legal description of the Water Main Line. KGID shall undertake to locate and provide a legal description of the Wastewater Main Line. Both legal descriptions shall be in a form for attachment to the easement documents for recordation thereof
- 8 KGID will install, at its expense, an individual water meter for each of the two (2) existing residences located on the Schilling Property Such installation shall be within ninety (90) days of recordation of the easements
- Access to the Schilling Property is pursuant to an access easement established by the Final Subdivision Map for Hansen Heights Estates, recorded in the official records of Douglas County on 6 December 1979 as Document Number 39361, Book 1279 of Maps, at Page 301. Douglas County has not exercised its right to accept dedication of such fifty (50') foot wide easement, however, SCHILLING has erected a private security gate at the entrance thereto. SCHILLING will make airangements and provide KGID the ability for twenty-four (24) hour access through that gate to KGID's satisfaction as a condition of this Agreement. Notwithstanding the notice requirement, KGID shall have twenty-four (24) hour access through that gate in the case of an emergency. SCHILLING will additionally provide KGID with an easement for access on such Eagles Heaven road in connection with the easements granted to it.

- The parties will undertake all actions to be performed under this Agreement as soon as possible following execution of this Agreement, and shall cooperate with each other in good faith in the performance hereof.
- In the event that there is a default under this Agreement and it becomes necessary for either party hereto to employ the services of an attorney, and commence litigation, the losing party to the litigation agrees to pay to the successful party reasonable attorney's fees and, in addition, such reasonable costs and expenses, including prelitigation expenses as are incurred.
- This Agreement is a covenant running with the land and shall be binding on SCHILLING's successors, assignees, and grantees
- This Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature binding except as stated in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

KINGSBURY GENERAL IMPROVEMENT DISTRICT

Ву Cameron McKay

General Manager

SCHILLING DEVELOPMENT, LLC

Herbert E. Schilling, II

General Manager

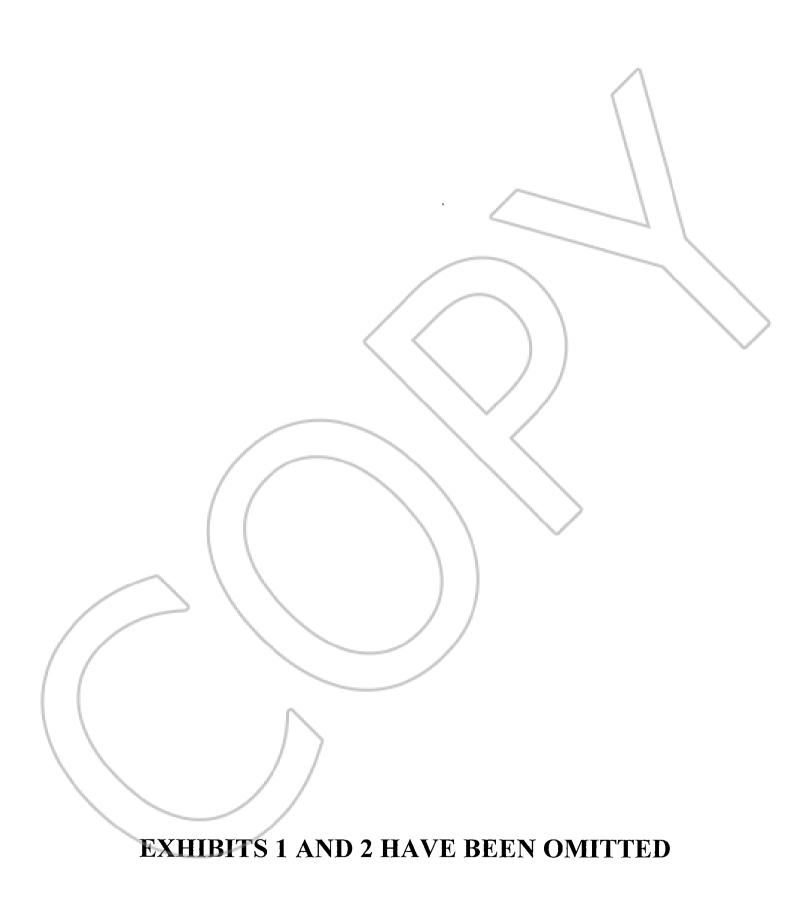
Approved as to form and content

Approved as to form and content:

Attorney for KGID

Gregory D. Ott, Esq.

Attorney for Schilling Development, LLC



èc,

DOUGLAS COUNTY, NV 2015-868566 Rec \$19 00 08/24/2015 11:46 AM Total \$19 00 Pgs=6 MINDEN LAWYERS INC APN: 1318-24-310-009 00021032201508685660060066 1318-24-310-010 KAREN ELLISON, RECORDER 1318-24-310-011 When Recorded, Mail to. Kingsbury General Improvement District Post Office Box 2220 Stateline, NV 89449

SPACE ABOVE THIS LINE RESERVED FOR RECORDER SUSE

223, 226 and 299 Eagles Heaven Road, Stateline, NV 89449 WATER MAIN LINE EASEMENT

THIS INDENTURE, made this <u>13</u> day of August, 2015, by and between SCHILLING DEVELOPMENT, LLC, a Nevada Limited Liability Company, hereinafter referred to as "GRANTOR" and KINGSBURY GENERAL IMPROVEMENT DISTRICT, a political subdivision of the State of Nevada, hereinafter referred to as "GRANTEE"

WITNESSETH:

THAT FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1 00), cash-in-hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the GRANTOR has this day bargained and sold, and by these presents does bargain and sell, transfer, and deliver unto the GRANTEE, an existing water main line and a perpetual easement and right-of-way to construct, maintain, repair, replace, and rebuild underground pipelines, drains, water mains and other appurtenances for the purpose of conveying water over, across, through and under the lands hereinafter described, together with the right of ingress and egress, also together with the right to excavate and level ditches and or trenches for the location of said pipelines, drains, and or mains, and the further right to remove trees bushes, undergrowth and any other obstructions, natural or constructed,



interfering with the location, construction, and maintenance of said pipelines, drains, and/or mains, provided the GRANTEE has the obligation to return said site to its natural grade reasonably comparable with the surrounding site

GRANTOR covenants that no improvements shall be placed or erected on the subject easement without prior written approval by the GRANTEE

THE LAND AFFECTED by the grant of this easement and right-of-way is located in the County of Douglas, State of Nevada, and is more particularly described in the attached **Exhibit "A."**

TO HAVE AND TO HOLD said easement and right-of-way unto the GRANTEE and unto its successors and assigns forever

IN WITNESS WHEREOF, the GRANTOR has executed these presents the day and year first above written

"GRANTOR"

SCHILLING DEVELOPMENT, LLC

A Nevada Limited Liability Company

HRS HOLDWIS, LLC, MANNER

Name/Title Herbert E Schilling, II

General-Manager

State of NEVADA

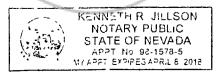
County of DOUGLAS

HIS HOLDINGS, LIWINGER

On Appeared HERBERT , 2015, before me, personally appeared HERBERT E SCHILLING, II, as General Manager for SCHILLING DEVELOPMENT, LLC, personally known to me or proven 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 entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

SS



Notary Public

KINGSBURY GENERAL IMPROVEMENT DISTRICT

"GRANTEE"

Name/Title

General Manager

State of NEVADA

County of DOUGLAS)

On (2.5) + 2 , 2015, before me, personally appeared CAMERON McKAY, General Manager of KINGSBURY GENERAL IMPROVEMENT DISTRICT, personally known to me or proven 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 entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal

LETITIA G TOGNOTTI Notary Public, State of Nevada Appointment No. 11-3999-5 My Appt. Expires Feb 1, 2019

Notary Public

DESCRIPTION 20' WIDE WATERLINE EASEMENT SCHILLING DEVELOPMENT LLC TO K.G.I.D.

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

All that portion of New Parcel A, New Parcel B and New Parcel C per that Grant Deed filed for record on December 21, 2004 as Document No. 632571, more particularly described as follows

A strip of land 20.00 feet wide, being 5.00 feet to the left and 15.00 feet to the right of a line described as follows.

Beginning at a point which bears North 00°22'57" East 85.68 feet from the Southeast corner of said New Parcel A,

thence North 67°19'57" West 289.93 feet; thence South 84°01'52" West 101.14 feet; thence South 66°47'17" West 169.00 feet;

thence along a non-tangent curve concave to the Northeast having a radius of 63.35 feet, a central angle of 139°39'12", and an arc length of 154.41 feet, the chord of said curve bears North 39°35'55" West 118.93 feet;

thence North 28°47'29" Fast 114.99 feet to POINT A;

thence continuing North 28°47'29" East 21.85' feet to POINT B;

thence continuing North 28°47'29" East 15.18 feet to the termination point of this easement.

Also, together with all that portion of said New Parcel A.

Beginning at said POINT A, thence North 61°12'31" West 20 17 feet to the termination point of this easement.

Also, together with all that portion of said New Parcel A and said New Parcel C;

Beginning at said POINT B, thence South 67°47'34" East 48 35 feet to the termination point of this easement

The side lines of this easement may be shortened or lengthened to meet the property lines

Containing 18,101 square feet, more of less

The Basis of Bearing for this description is the above referenced Grant deed per Document No. 632571.

Note

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

Prepared by.

Turner & Associates, Inc Land Surveying P O. Box 5067 Stateline, NV 89449

	TA
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TURNER & ASSOCIATES, INC.

LAND SURVEYING

(775) 588-5658

388 DORLA COURT SUITE 283 ROUND HILL NEVADA

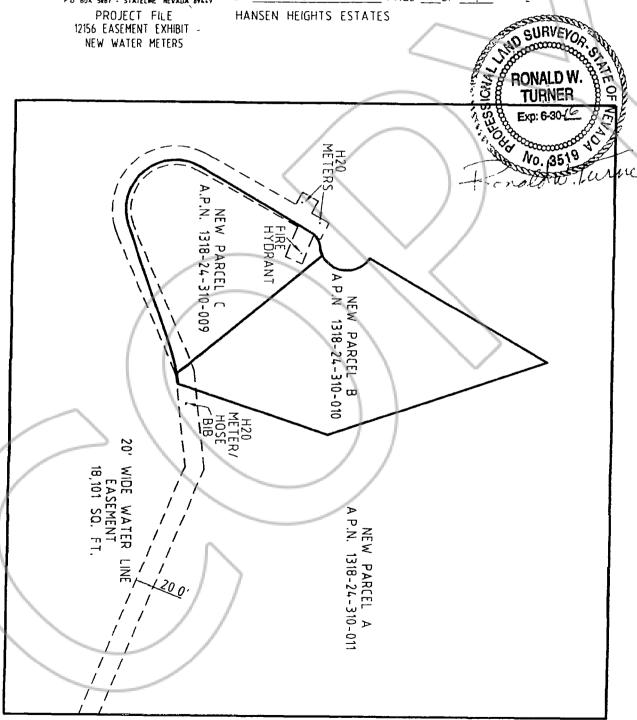
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PROJECT FILE 12156 EASEMENT EXHIBIT -NEW WATER METERS

DATE	06/2015	JOB No 12156
PROJECT	EXHIBIT	OF EASEMENT
BY	SW	PAGE _1 OF _1

HANSEN HEIGHTS ESTATES

100'



DOUGLAS COUNTY, NV Rec \$19 00 Total \$19 00

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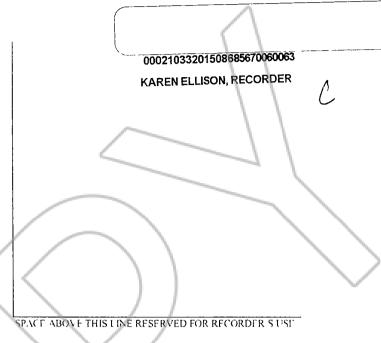
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MINDEN LAWYERS INC

APN 1318-24-310-009 1318-24-310-010 1318-24-310-011

When Recorded, Mail to

Kingsbury General Improvement District Post Office Box 2220 Stateline, NV 89449



223, 226 and 299 Eagles Heaven Road, Stateline, NV 89449 WASTEWATER MAIN LINE EASEMENT

THIS INDENTURE, made this ______ day of August, 2015, by and between SCHILLING DEVELOPMENT, LLC, a Nevada Limited Liability Company, hereinafter referred to as "GRANTOR" and KINGSBURY GENERAL IMPROVEMENT DISTRICT, a political subdivision of the State of Nevada, hereinafter referred to as "GRANTEE"

THAT FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1 00), cash-in-hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the GRANTOR has this day bargained and sold, and by these presents does bargain and sell, transfer, and deliver unto the GRANTEE, an existing main line and a perpetual easement and right-of-way to construct, maintain, repair, replace, and rebuild underground septic field area and pipelines, drains, and/or mains and other appurtenances for the purpose of conveying sewage over, across, through and under the lands hereinafter described, together with the right of ingress and egress also together with the right to excavate and level ditches and/or trenches for the location of said pipelines, drains, and/or mains, and the further right to remove trees, bushes, undergrowth and any other obstructions.



natural or constructed, interfering with the location, construction, and maintenance of said pipelines, drains, and/or mains, provided the GRANTEE has the obligation to return said site to its natural grade reasonably comparable with the surrounding site

GRANTOR covenants that no improvements shall be placed or erected on subject property without prior written approval by the GRANTEE

THE LAND AFFECTED by the grant of this easement and right-of-way is located in the County of Douglas, State of Nevada, and is more particularly described in the attached Exhibit "A"

TO HAVE AND TO HOLD said easement and right-of-way unto the GRANTEE and unto its successors and assigns forever

IN WITNESS WHEREOF, the GRANTOR has executed these presents the day and year first above written

GRANTOR"

SCHILLING DEVELOPMENT, LLC

A Nevada Limited Liability Company BY HES HOWNIS, UC, NOWMER

Name/Title Herbert E Schilling, II

General Manager

State of NEVADA

County of DOUGLAS

Has Howows, L.C., MANGER

On 2015, before me, personally appeared HERBERT E SCHILLING, II, as General Manager for SCHILLING DEVELOPMENT, LLC, personally known to me or proven 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 entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal

KEI, THR JILSON

NOTARY PUBLIC

STATE OF NEVADA

APPT NO 93 1579 5

11 APPT EXPIPED-PRUS 2013

Notary Public

2

KINGSBURY GENERAL IMPROVEMENT DISTRICT

"GRANTEE"

Name/Title CAMERON Mc/AY

General Manager

State of NEVADA

SS

County of DOUGLAS)

WITNESS my hand and official seal

LETITIA G TOGNOTTI Notary Public, State of Nevada Appointment No 11-3999-5 My Appt Expires Feb 1, 2019

Notary Public

DESCRIPTION 20' WIDE SANITARY SEWER EASEMENT SCHILLING DEVELOPMENT LLC TO K.G.I.D.

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

All that portion of New Parcel A, New Parcel B and New Parcel C per that Grant Deed filed for record on December 21, 2004 as Document No. 632571, more particularly described as follows:

A strip of land 20.00 feet wide, being 15.00 feet to the left and 5 00 feet to the right of a centerline described as follows.

Beginning at a point which bears North 89°27'45" West 150 16 feet from the Southeast corner of said New Parcel A,

thence North 28°15'53" West 58.51 feet:

thence along a non-tangent curve concave to the Southwest having a radius of 228.70 feet, a central angle of 60°40'17", and an arc length of 242.17 feet, the chord of said curve bears North 56°50'59" West 231.02 feet;

thence South 64°42'55" West 201.03 feet;

thence North 44°07'41" West 64.58 feet.

thence North 13°36'36" West 53.40 feet;

thence North 27°41'30" East 228 50 feet

thence North 28°47'29" East 136.84 feet; to the termination point of this easement

The side lines of this easement may be shortened or lengthened to meet the property lines

Containing 17,229 square feet, more of less.

The Basis of Bearing for this description is the above referenced Grant deed per Document No. 632571.

Note:

Refer this description to your title company before incorporating into

any legal document.

Prepared by:

Turner & Associates, Inc

Land Surveying P O Box 5067

Stateline, NV 89449

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TA TURNER & ASSOCIATES, INC.

LAND SURVEYING

'775) 588-5658 388 DORLA COURT SURTE 283 ROUMD HRLL NEVADA

PO BOX 5867 - STATELINE NEVADA 89419

PROJECT FILE 13014

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RONALD W. ST. TURNER OF MO. 3519

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