

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

Matthew Taylor  
Clear Creek Golf, LLC  
199 Old Clear Creek Road  
Carson City, Nevada 89705



KAREN ELLISON, RECORDER

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)

**GRANT OF PUBLIC UTILITY EASEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Clear Creek Golf, LLC, a Delaware limited liability company, as "**Grantor**" and owner of that certain real property in the County of Douglas, State of Nevada, described in **Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Servient Property**"), does hereby grant to the County of Douglas, State of Nevada, as "**Grantee**", a perpetual, non-exclusive, easement in gross over and under certain portions of the Servient Property as more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference, and depicted in **Exhibit "B-1"** attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Easement Area**"). Said easement shall be an interest in land for the following purposes: (i) the construction, installation, use, operation, maintenance, repair, and/or replacement of underground sanitary sewer facilities (including, without limitation, lines and conduit), and any appurtenant structures, improvements, infrastructure, and facilities over, under, across and through the Easement Area; and (ii) a perpetual, appurtenant, non-exclusive easement over and upon the Easement Area for access as may be needed to enjoy the foregoing rights.

Grantee's rights hereunder are subject to the following, all of which Grantee shall be deemed to have agreed to by its use of the rights granted hereunder:

(A) Grantee's covenant, evidenced by Grantee's use of the rights conveyed herein, to maintain in good order and repair any improvements related to the easements granted herein, which maintenance shall be performed so as to avoid any unreasonable interference with Grantor's use and enjoyment of the Servient Property, and which maintenance shall include the obligation to restore to its prior condition any asphalt surface area or native vegetation on the Easement Area damaged in connection with Grantee's activities thereon, but shall not include

the obligation to restore any concrete, decorative pavement, or landscaping placed by Grantor upon the Easement Area.

(B) Grantee's covenant, evidenced by Grantee's use of the rights conveyed herein, to 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 exercise of its rights hereunder.

(C) Grantor's reservation of the right to alter, modify, replace, remove, or place any item or improvement upon any portion of the Servient Property; provided, however, that 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 impose any additional cost or expense upon Grantee, or otherwise negatively impact Grantee's use of the sewer and water line improvements or related facilities constructed and/or installed by Grantor or Grantee upon the Easement Area.

All provisions of this Grant shall be binding upon the successors and assigns of Grantor and Grantee and shall be deemed to run with the Servient 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 to all persons hereafter acquiring or owning any interest therein, however such interest may be obtained.

No breach of any covenant or duty hereunder shall entitle any party to cancel, rescind or otherwise terminate the rights and duties set forth herein, but such limitation shall not affect in any manner any other rights or remedies which may be available to such party at law or in equity.

As used herein, 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 hereunder 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 hereunder to be performed on or after the date of transfer. Furthermore, no Grantor hereunder shall be liable at any time to any party for any lost profits, special, incidental, punitive, exemplary or consequential damages.

[SIGNATURE PAGE FOLLOWS]

GRANTOR:

CLEAR CREEK GOLF, LLC,  
a Delaware limited liability company

By: 

James S. Taylor

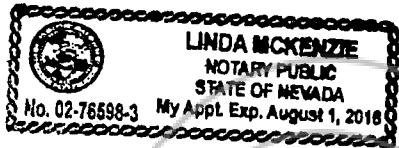
Its:

Managing Member

STATE OF Nevada

COUNTY OF Carson City

This instrument was acknowledged before me on October 24, 2016, by James S. Taylor as Managing Member of Clear Creek Golf, LLC, a Delaware limited liability company.



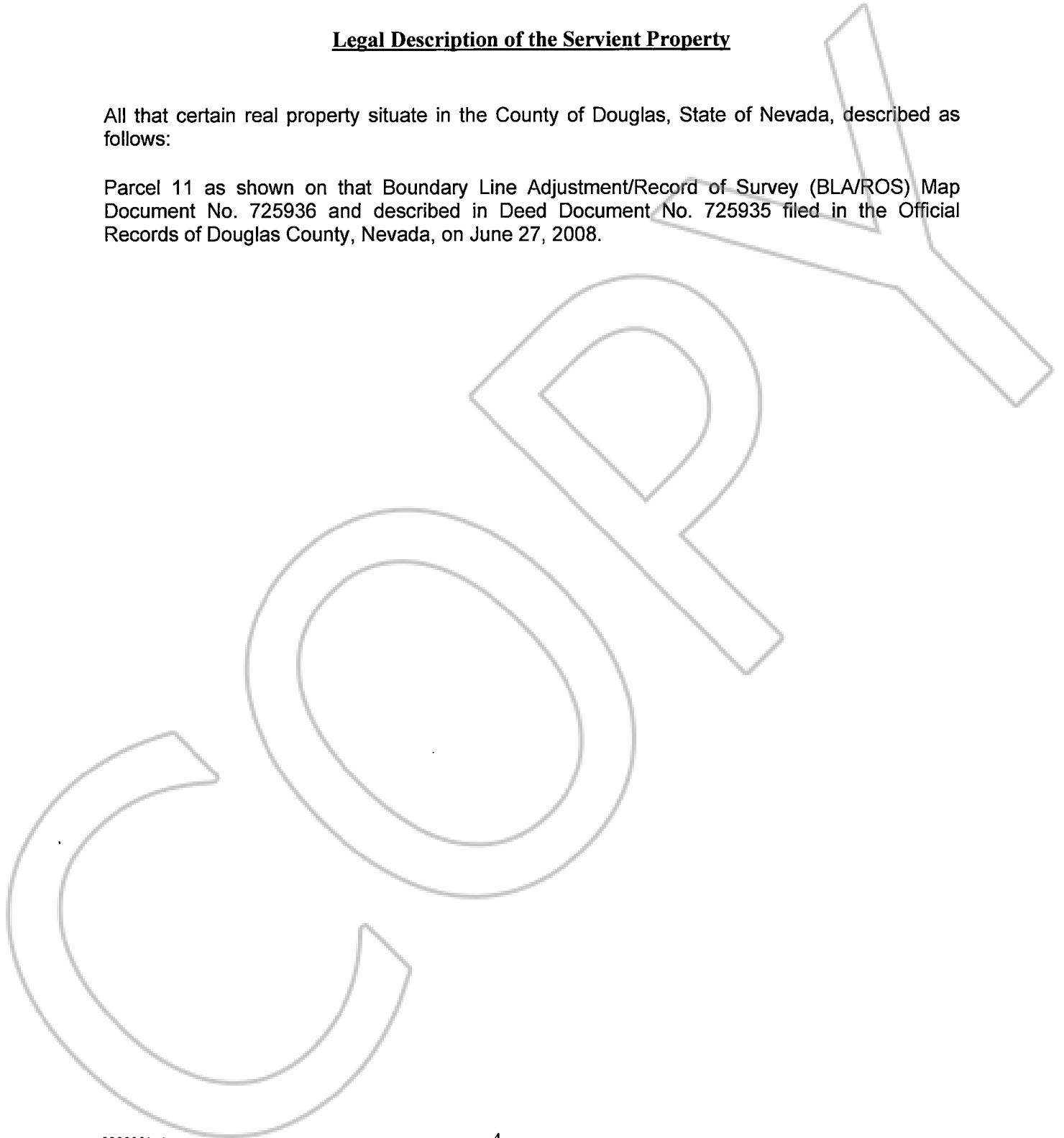
Linda McKenzie  
Notary Public  
My Commission Expires: 8-1-2018

**Exhibit "A"**

**Legal Description of the Servient Property**

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

Parcel 11 as shown on that 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.



**EXHIBIT B**  
**LEGAL DESCRIPTION OF EASEMENT AREA**

A portion of Parcel 11 as shown on that 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, more particularly described as follows:

BEGINNING at a point on the line common to Parcel 17 and Parcel 11 of said BLA/ROS, from which the Southwest corner of Section 3, Township 14 North, Range 19 East, Mount Diablo Base and Meridian bears South  $25^{\circ}54'47''$  West, 2,913.13 feet;

THENCE departing said common line, Southeasterly, 42.78 feet along the arc of a non-tangent curve to the left, having a radius of 28.50 feet, through a central angle of  $86^{\circ}00'39''$ , the radius point bearing North  $75^{\circ}33'28''$  East from the beginning of said curve;

THENCE North  $79^{\circ}32'49''$  East, 64.59 feet;

THENCE Easterly, 207.41 feet along the arc of a tangent curve to the right, having a radius of 600.00 feet, through a central angle of  $19^{\circ}48'24''$ ;

THENCE Southeasterly, 132.48 feet along the arc of a compound curve, having a radius of 205.00 feet, through a central angle of  $37^{\circ}01'38''$ ;

THENCE Southeasterly, 32.03 feet along the arc of a reverse curve, having a radius of 40.00 feet, through a central angle of  $45^{\circ}53'00''$

THENCE South  $89^{\circ}30'08''$  East, 15.05 feet;

THENCE North  $80^{\circ}32'55''$  East, 49.69 feet;

THENCE Easterly, 37.12 feet along the arc of a tangent curve to the right, having a radius of 225.00 feet, through a central angle of  $9^{\circ}27'05''$ ;

THENCE North  $90^{\circ}00'00''$  East, 49.13 feet;

THENCE South  $0^{\circ}00'00''$  East, 12.50 feet;

THENCE South  $89^{\circ}54'01''$  West, 39.85 feet;

THENCE South  $0^{\circ}00'00''$  East, 7.43 feet;

THENCE North  $90^{\circ}00'00''$  West, 9.28 feet;

THENCE Westerly, 33.82 feet along the arc of a tangent curve to the left, having a radius of 205.00 feet, through a central angle of  $9^{\circ}27'05''$ ;

THENCE South  $80^{\circ}32'55''$  West, 51.43 feet;

THENCE North 89°30'08" West, 16.79 feet;

THENCE Northwesterly, 48.05 feet along the arc of a tangent curve to the right, having a radius of 60.00 feet, through a central angle of 45°53'00";

THENCE Northwesterly, 119.56 feet along the arc of a reverse curve, having a radius of 185.00 feet, through a central angle of 37°01'38";

THENCE Westerly, 200.50 feet along the arc of a compound curve, having a radius of 580.00 feet, through a central angle of 19°48'24";

THENCE South 79°32'49" West, 63.18 feet;

THENCE Westerly, 25.65 feet along the arc of a tangent curve to the right, having a radius of 50.00 feet, through a central angle of 29°23'17", to a point on said common line;

THENCE along said common line, Northerly, 40.46 feet along the arc of a non-tangent curve to the right, having a radius of 327.50 feet, through a central angle of 7°04'41", the radius point bearing North 68°28'48" East from the beginning of said curve, to the POINT OF BEGINNING.

Containing 11,983 square feet or 0.28 acre, more or less.

ALSO, BEGINNING at a point from which the Southwest corner of Section 3, Township 14 North, Range 19 East, Mount Diablo Base and Meridian bears South 36°22'32" West, 3,085.13 feet;

THENCE North 00°00'00" East, 54.29 feet;

THENCE North 89°54'01" East, 32.12 feet;

THENCE South 00°46'01" East, 17.26 feet;

THENCE North 89°13'59" East, 9.51 feet;

THENCE South 00°00'46" East, 37.21 feet;

THENCE North 90°00'00" West, 41.86 feet, to the POINT OF BEGINNING.

Containing 2,108 square feet or 0.05 acres, more or less.

ALSO, a 20.00-foot wide strip of land, 10.00 feet on either side of the following described centerline:

BEGINNING at a point on the line common to Parcel 17 and Parcel 11 of said BLA/ROS, from which the Southwest corner of Section 3, Township 14 North, Range 19 East, Mount Diablo Base and Meridian bears South 35°38'01" West, 2,829.77 feet;

THENCE departing said common line, North 27°11'31" East, 197.46 feet;

THENCE North 52°04'15" East, 41.65 feet;

THENCE North 87°47'00" East, 58.04 feet to the POINT OF TERMINUS.

The side lines and end line being extended or shortened to intersect the boundary of said Parcel 17.

Containing 5,943 square feet or 0.14 acres, more or less.

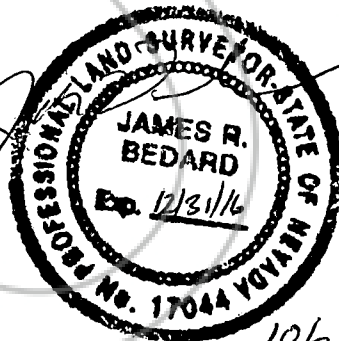
**BASIS OF BEARINGS:** Identical to that of Record of Survey/Boundary Line Adjustment Map Document No. 725936 recorded June 27, 2008, official records of Douglas County, Nevada.

#### **SURVEYOR'S CERTIFICATE**

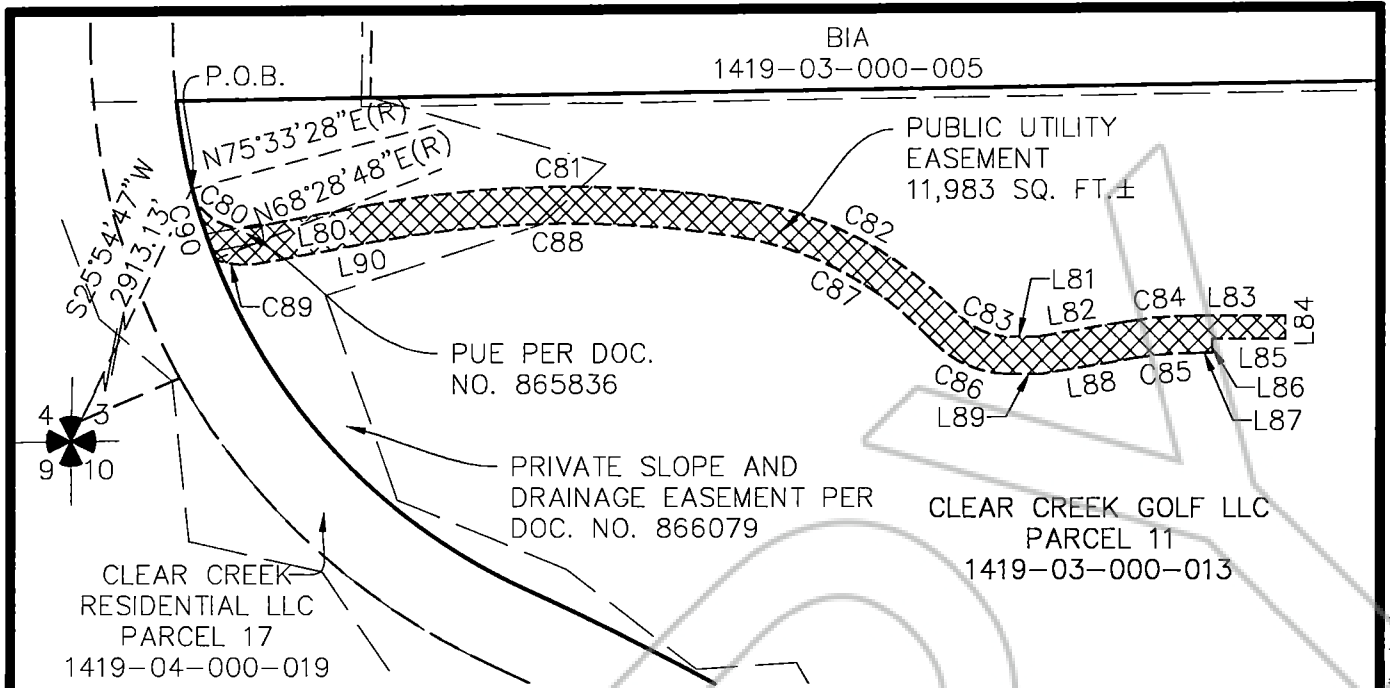
I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

James R. Bedard  
Nevada PLS 17044  
For and on behalf of

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



10/25/16



LINE TABLE		
LINE #	DIRECTION	LENGTH
L80	N79°32'49"E	64.59'
L81	S89°30'08"E	15.05'
L82	N80°32'55"E	49.69'
L83	N90°00'00"E	49.13'
L84	S0°00'00"E	12.50'
L85	S89°54'01"W	39.85'
L86	S0°00'00"E	7.43'
L87	N90°00'00"W	9.28'
L88	S80°32'55"W	51.43'
L89	N89°30'08"W	16.79'
L90	S79°32'49"W	63.18'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C80	42.78'	28.50'	86°00'39"
C81	207.41'	600.00'	19°48'24"
C82	132.48'	205.00'	37°01'38"
C83	32.03'	40.00'	45°53'00"
C84	37.12'	225.00'	9°27'05"
C85	33.82'	205.00'	9°27'05"
C86	48.05'	60.00'	45°53'00"
C87	119.56'	185.00'	37°01'38"
C88	200.50'	580.00'	19°48'24"
C89	25.65'	50.00'	29°23'17"
C90	40.46'	327.50'	7°04'41"

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



1"=100'

**LEGEND**

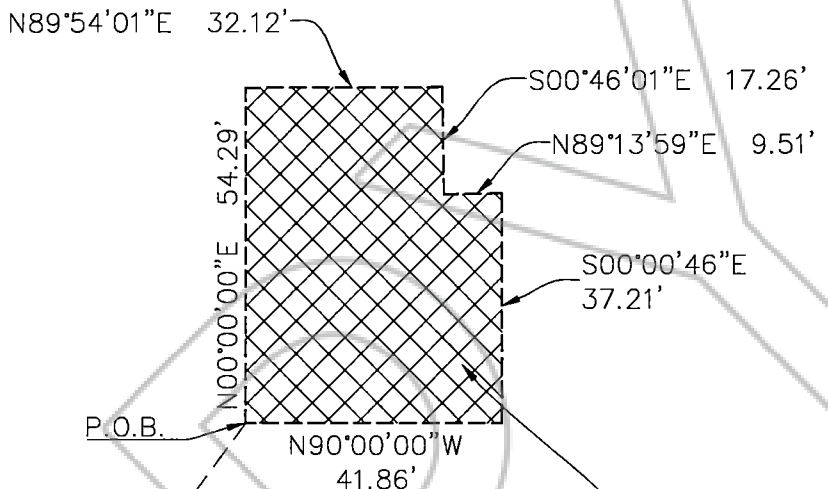
- SUBJECT PROPERTY LINE
- EASEMENT AREA
- ADJACENT PROPERTY
- SURVEY TIE
- P.O.B. POINT OF BEGINNING
- PUE PUBLIC UTILITY EASEMENT



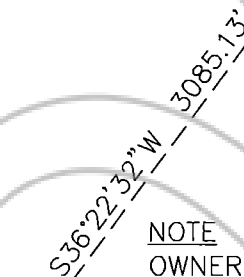
3650 Double R Blvd, Suite 101, Reno, NV 89521 Tel: (775) 748-3500 Fax: (775) 748-3520 www.manhard.com  
 Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers  
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

CLEAR CREEK GOLF, LLC	
DOUGLAS COUNTY, NEVADA	
PUBLIC UTILITY EASEMENT	
PROJ. MGR.: MAR	SHEET 1 OF 3
DRAWN BY: JRB	<b>EXHIBIT B-1</b>
DATE: 05/02/16	
SCALE: 1"=100'	
CCPDCN	130470





CLEAR CREEK GOLF LLC  
 PARCEL 11  
 1419-03-000-013



PUBLIC UTILITY  
 EASEMENT  
 2,108 SQ. FT.±

**NOTE**  
 OWNER(S) ACKNOWLEDGES AND EXPRESSLY AGREES DOUGLAS COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE, REPAIR, REMEDIATION, DAMAGES, EXPENSES, COSTS, INTERFERENCE WITH OR DISTURBANCE TO, ACCESS ROADS, GROUND SURFACE, LANDSCAPING, OR ABOVE-GROUND IMPROVEMENTS LOCATED WITHIN OR ADJACENT TO ANY PUBLIC UTILITY, PUBLIC SEWER, PUBLIC WATER, AND EFFLUENT WATER EASEMENTS, WHICH IS CAUSED DIRECTLY OR INDIRECTLY BY THE USE OF THE EASEMENTS, WHICH INCLUDES BUT IS NOT LIMITED TO ACCESS, INGRESS, EGRESS, CONSTRUCTION, MAINTENANCE, INSTALLATION, OR REPAIR OF ANY IMPROVEMENTS. THIS APPLIES TO THE EASEMENTS DEPICTED ON SHEETS 1, 2, AND 3 OF EXHIBIT B-1 HEREIN.

**LEGEND**

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

3850 Double R Blvd, Suite 101, Reno, NV 89521 tel: (775) 746-3500 fax: (775) 746-3520 www.manhard.com  
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CLEAR CREEK GOLF, LLC	
DOUGLAS COUNTY, NEVADA	
PUBLIC UTILITY EASEMENT	
PROJ. MGR.: MAR	SHEET 2 OF 3
DRAWN BY: JRB	<b>EXHIBIT B-1</b>
DATE: 05/02/16	
SCALE: 1"=30'	
CCPDCN 130470	

BIA  
1419-03-000-005

CLEAR CREEK GOLF LLC  
PARCEL 11  
1419-03-000-013

CLEAR CREEK RESIDENTIAL LLC  
PARCEL 17  
1419-04-000-019

PRIVATE SLOPE AND  
DRAINAGE EASEMENT PER  
DOC. NO. 866079

N87°47'00"E  
58.04'

N52°04'15"E  
41.65'

P.O.T.

10.00'

10.00'

N27°11'31"E  
197.46'

CENTER OF 20' WIDE  
PUBLIC UTILITY  
EASEMENT  
5,943 SQ. FT.±

PUE PER DOC.  
NO. 865836

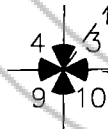
P.O.B.

CLEAR CREEK RESIDENTIAL LLC  
PARCEL 8  
1419-03-000-011

S35°38'01"W  
2829.77'



1"=100'



**LEGEND**

- SUBJECT PROPERTY LINE
- EASEMENT AREA
- ADJACENT PROPERTY
- SURVEY TIE
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- PUE PUBLIC UTILITY EASEMENT

**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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CLEAR CREEK GOLF, LLC	
DOUGLAS COUNTY, NEVADA	
PUBLIC UTILITY EASEMENT	
PROJ. MGR.: MAR	SHEET 3 OF 3
DRAWN BY: JRB	<b>EXHIBIT B-1</b>
DATE: 05/02/16	
SCALE: 1"=100'	
CCPDCN	130470

Dwg Name: P:\Ccpdcn\dwg\Surv\Exhibit Drawings\Phase 1\CCPDCN-Ph1\_Esmt1-Golf.dwg Updated By: jbedord 10:54