

**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 and underground utility improvements (including, without limitation, water, electrical, cable, gas, and telecommunication 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

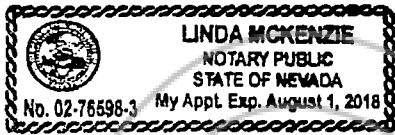
Its: _____

Managing Member

STATE OF Nevada)

COUNTY OF Carson City)

This instrument was acknowledged before me on October 26, 2016, by James S. Taylor as Managing Member of Clear Creek Golf, LLC, a Delaware limited liability company.



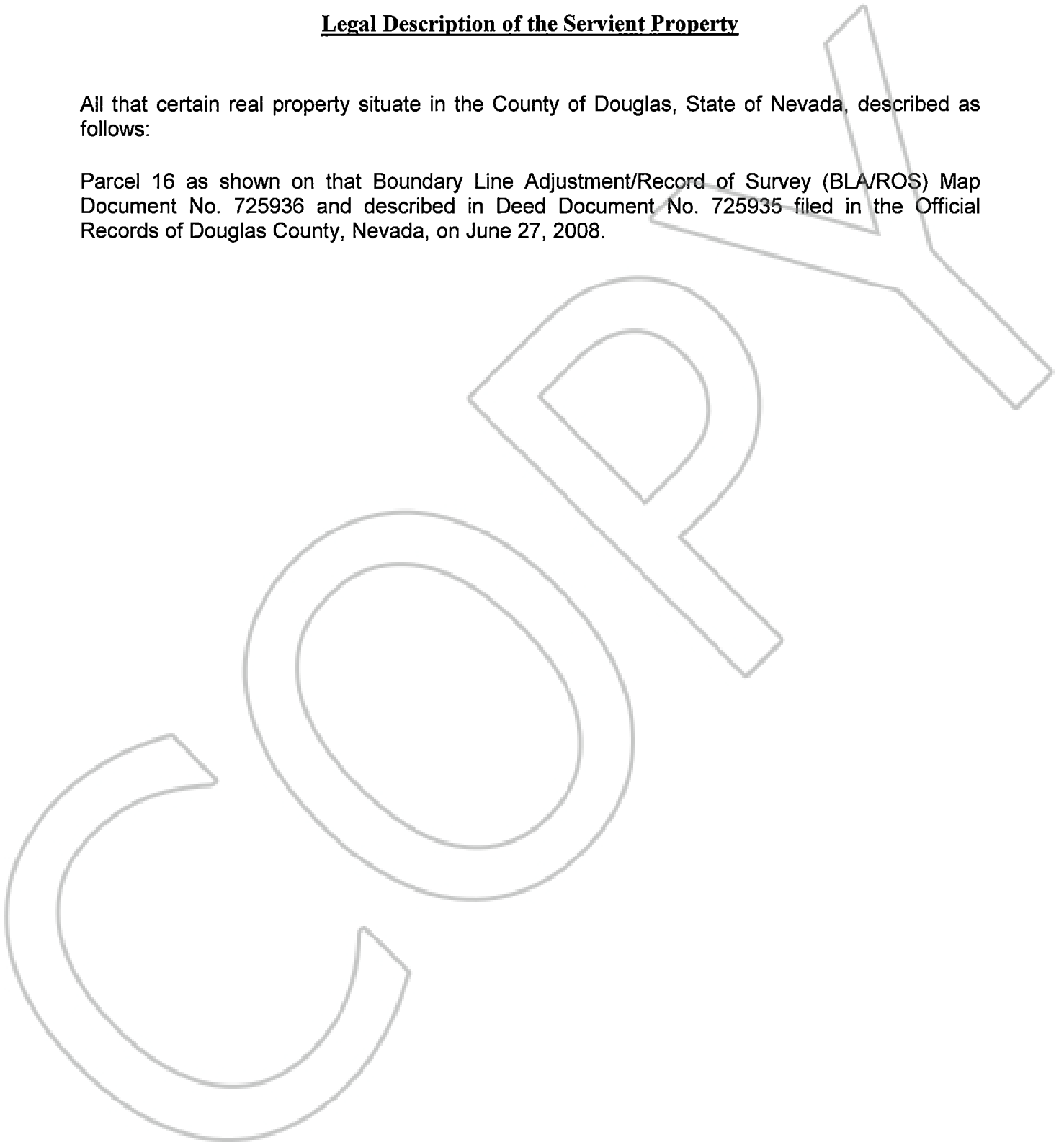
Linda McKenzie
Notary Public
My Commission Expires: 8-1-2018

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 16 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 16 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:

A 30.00-foot wide strip of land, 15.00 feet on either side of the following described centerline:

BEGINNING at a point on the line common to Parcel 15 and Parcel 16 of said BLA/ROS, from which the East 1/4 corner of Section 10, Township 14 North, Range 19 East, Mount Diablo Base and Meridian bears South 48°10'46" East, 3,364.50 feet;

THENCE departing said common line, Northwesterly, 112.99 feet along the arc of a curve to the right, having a radius of 350.00 feet, through a central angle of 18°29'46", the radius point bearing North 64°01'12" East from the beginning of said curve;

THENCE North 7°29'02" West, 112.23 feet to a point on the common line between Parcel 17 and Parcel 16 of said BLA/ROS, and the **POINT OF TERMINUS**.

The side lines and end lines being extended or shortened to intersect the boundary of said Parcel 16.

Containing 6,766 square feet or 0.16 acres, more or less.

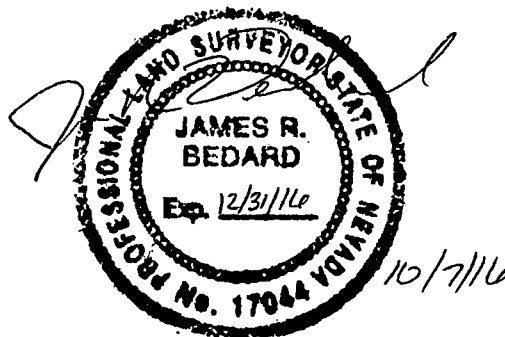
BASIS OF BEARINGS: Identical to that of Record of Survey/Boundary Line Adjustment Map Document No. 725936 recorded June 27, 2008, official records of Douglas County, Nevada.

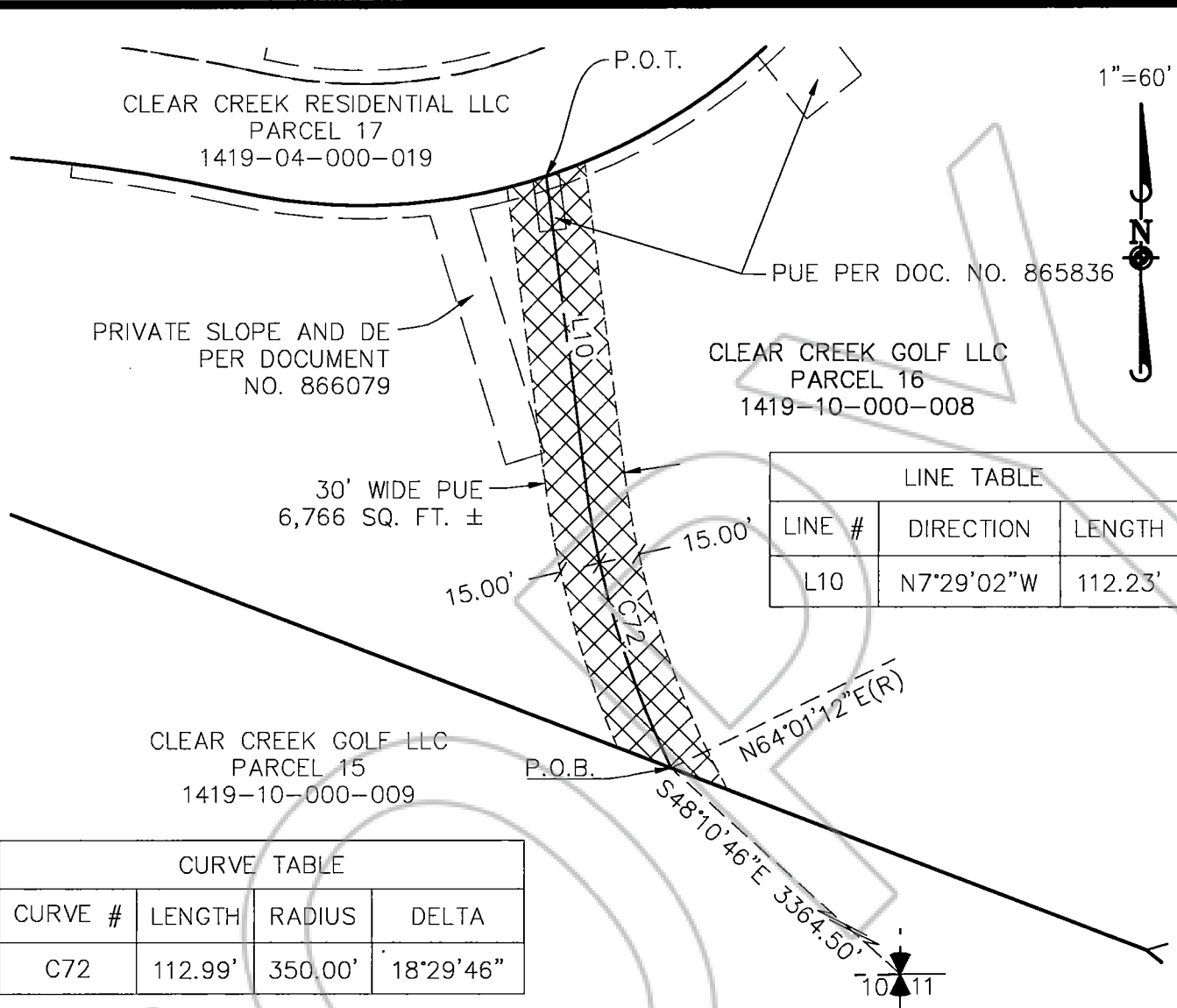
SURVEYOR'S CERTIFICATE

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





1"=60'



LINE TABLE		
LINE #	DIRECTION	LENGTH
L10	N7°29'02"W	112.23'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C72	112.99'	350.00'	18°29'46"

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

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.

- LEGEND**
- SUBJECT PROPERTY LINE
 - EASEMENT AREA
 - - - - - ADJACENT PROPERTY
 - — — SURVEY TIE
 - (R) RADIAL
 - P.O.B. POINT OF BEGINNING
 - PUE PUBLIC UTILITY EASEMENT

Manhard CONSULTING LTD

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 Construction Managers • Environmental Scientists • Landscape Architects • Planners

CLEAR CREEK GOLF, LLC	
DOUGLAS COUNTY, NEVADA	
PUBLIC UTILITY EASEMENT	
PROJ. MGR.: <u>MAR</u>	SHEET
DRAWN BY: <u>JRB</u>	EXHIBIT B-1
DATE: <u>05/27/16</u>	CCPDCN 130470
SCALE: <u>1"=60'</u>	

Dwg Name: P:\Ccpdcn\dwg\Surv\Exhibit Drawings\Phase 1\CCPDCN-Ph1_Esm1-Golf.dwg Updated By: jbedard 10:54