

**RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL 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)

PARTIAL TERMINATION OF EASEMENT

THIS PARTIAL TERMINATION OF EASEMENT (this "Partial Termination"), executed as of the date the signatures below are notarized, but to be effective as of the date of its recordation in the Official Records of Douglas County, Nevada ("Official Records"), is made by **CLEAR CREEK GOLF, LLC, a Delaware limited liability company ("Golf")**, and **CLEAR CREEK RESIDENTIAL, LLC, a Delaware limited liability company ("Residential")**, and, together with Golf, each a "Party" and, collectively, the "Parties"), with reference to the following:

RECITALS:

- A. Reference is hereby made to that certain Private Slope and Drainage Easement Agreement by and between the Parties recorded in the Official Records on July 10, 2015, as Document Number 2015-866079 (the "Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.
- B. The Parties constitute the current owners of record of all of the real property burdened and/or benefitted by the Agreement.
- C. The Agreement creates certain easement rights over the Easement Area.
- D. As a result of alternative arrangements made by the Parties, including that certain Easement Agreement between the Parties recorded in the Official Records on May 12, 2017, as Document Number 2017-898553, Residential no longer requires for itself or the Residential Property, and Golf no longer wishes to provide, rights over the portion of the Easement Area more particularly described in Exhibit "A" and depicted in Exhibit "B-1", each attached hereto and incorporated herein by this reference (the "Released Area"). As such, the Parties now wish to definitively terminate the Agreement and all rights and obligations of the Parties related thereto to

the extent related to the Released Area.

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

1. The Recitals are incorporated into this Partial Termination.
2. The Easement Area, as defined in the Agreement, shall henceforth be deemed to exclude the Released Area, and the Agreement, and all rights, interests, powers, privileges, duties, liabilities, and obligations created under the Agreement, of any kind whatsoever, are hereby forever rescinded, nullified, voided, terminated, released, and declared to be of no further force and effect to the extent related to the Released Area.
3. Except as expressly provided herein to the extent related to the Released Area, the Agreement shall continue in full force and effect, unmodified by the terms and conditions of this Partial Termination.
4. This Partial Termination shall be construed under and enforced in accordance with the laws of the State of Nevada.
5. Each Party, by signing below, represents to each other Party that the execution, delivery, and performance of this Partial Termination is within such Party's powers, has been duly authorized, and does not conflict with any of such Party's organizational papers. This Partial Termination may be executed in counterparts, each of which when so executed shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

*[Signatures and Notarizations to
Partial Termination of Easement Appear Below]*

IN WITNESS WHEREOF, each undersigned Party has caused its authorized representative to execute this Partial Termination as of the date of the notarization of such representative's signature, but effective as of the date of recordation of this Partial Termination in the Official Records.

GOLF:

**Clear Creek Golf, LLC,
a Delaware limited liability company**

By:


James S. Taylor, Managing Member

RESIDENTIAL:

**Clear Creek Residential, LLC,
a Delaware limited liability company**

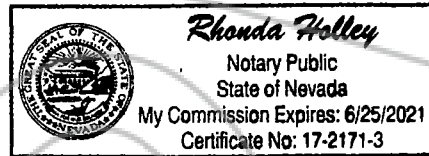
By:


James S. Taylor, Managing Member

STATE OF NEVADA)
)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on July 10, 2017, by James S. Taylor as Managing Member of Clear Creek Golf, LLC, a Delaware limited liability company.

Rhonda Holley
Notary Public
My Commission Expires: 6/25/2021



STATE OF NEVADA)
)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on July 10, 2017, by James S. Taylor as Managing Member of Clear Creek Residential, LLC, a Delaware limited liability company.

Rhonda Holley
Notary Public
My Commission Expires: 6/25/2021



LIST OF EXHIBITS AND SCHEDULES

EXHIBIT A -- Legal Description of Released Area

EXHIBIT B -- Depiction of Released Area

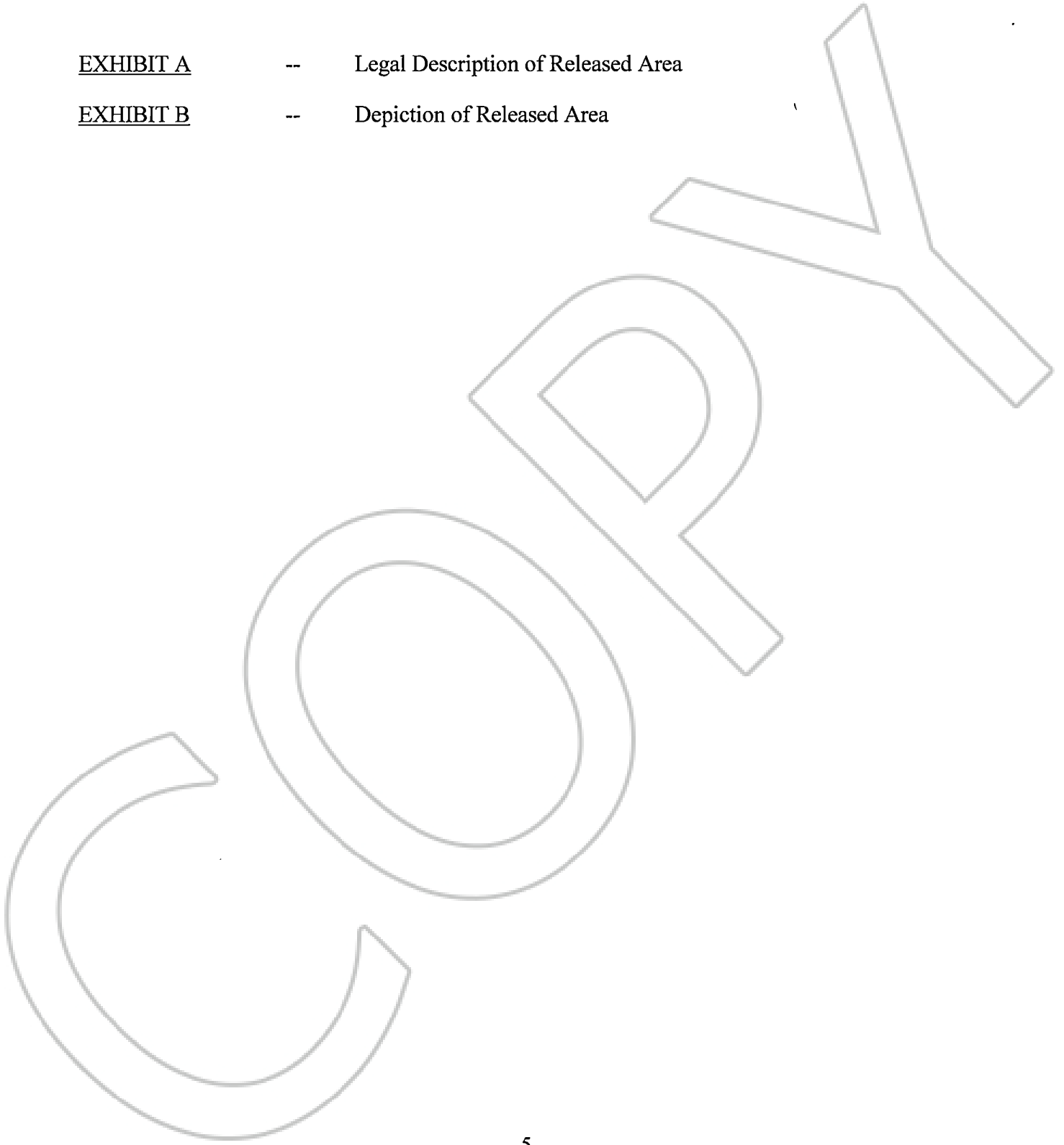


Exhibit "A"

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 recorded June 27, 2008 as Document No. 725936 and described in Deed Document No. 725935 filed in the Official Records of Douglas County, Nevada, on June 27, 2008.

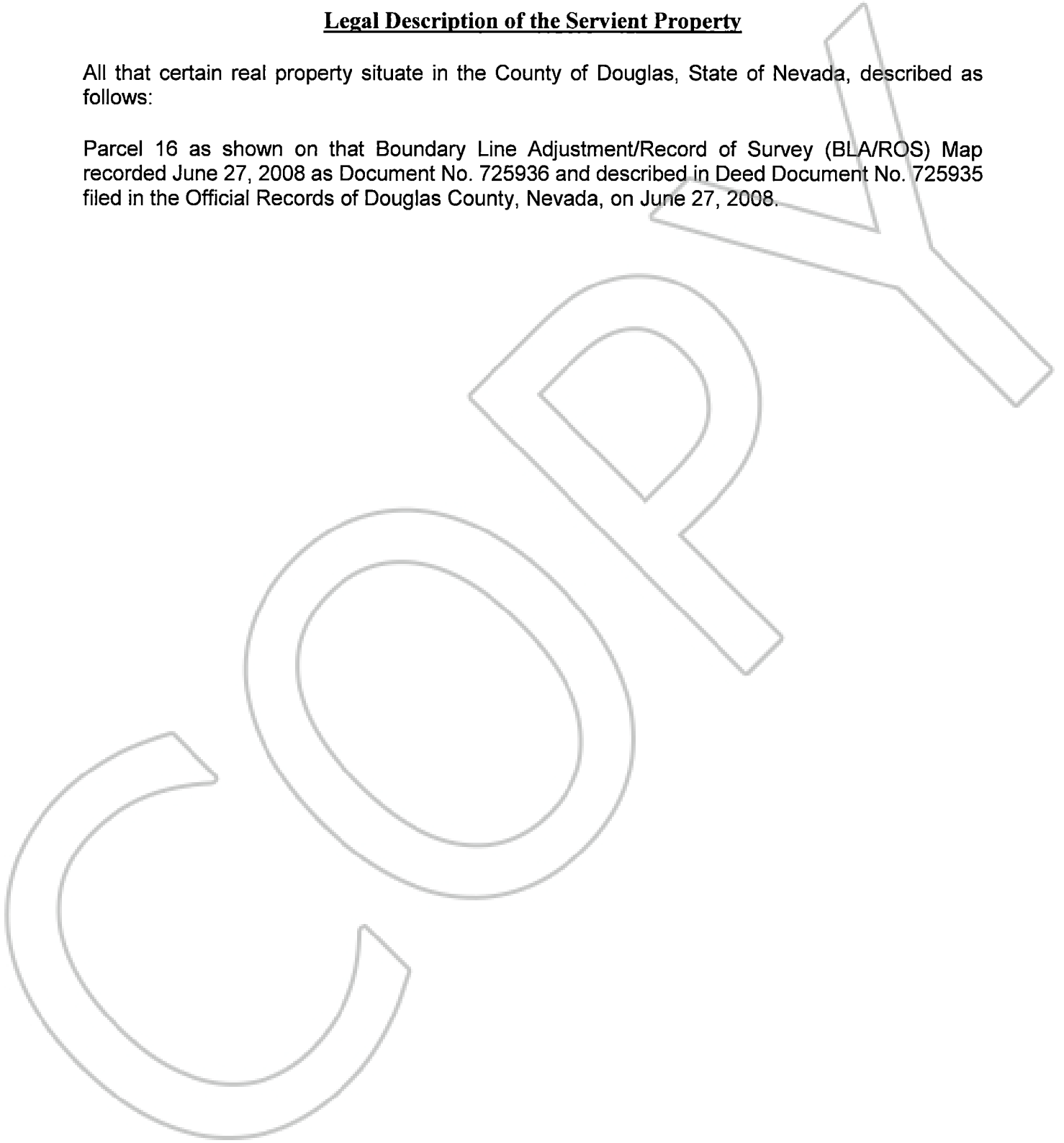


Exhibit "B"

Legal Description of the 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, being a 15-foot wide strip of land, 7.50 feet on each side of the following described centerline:

COMMENCING at the West 1/4 Corner of Section 10, Township 14 North, Range 19 East, Mount Diablo Base and Meridian;

THENCE North 47°22'19" West, a distance of 3,482.24 feet, to the POINT OF BEGINNING;

THENCE North 17°11'47" West, a distance of 93.92 feet to the POINT OF TERMINUS.

Containing 1,409 square feet.

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.

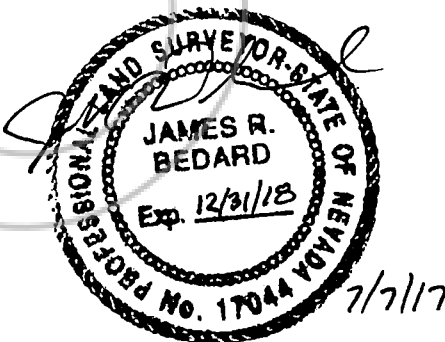
SURVEYOR'S CERTIFICATE:

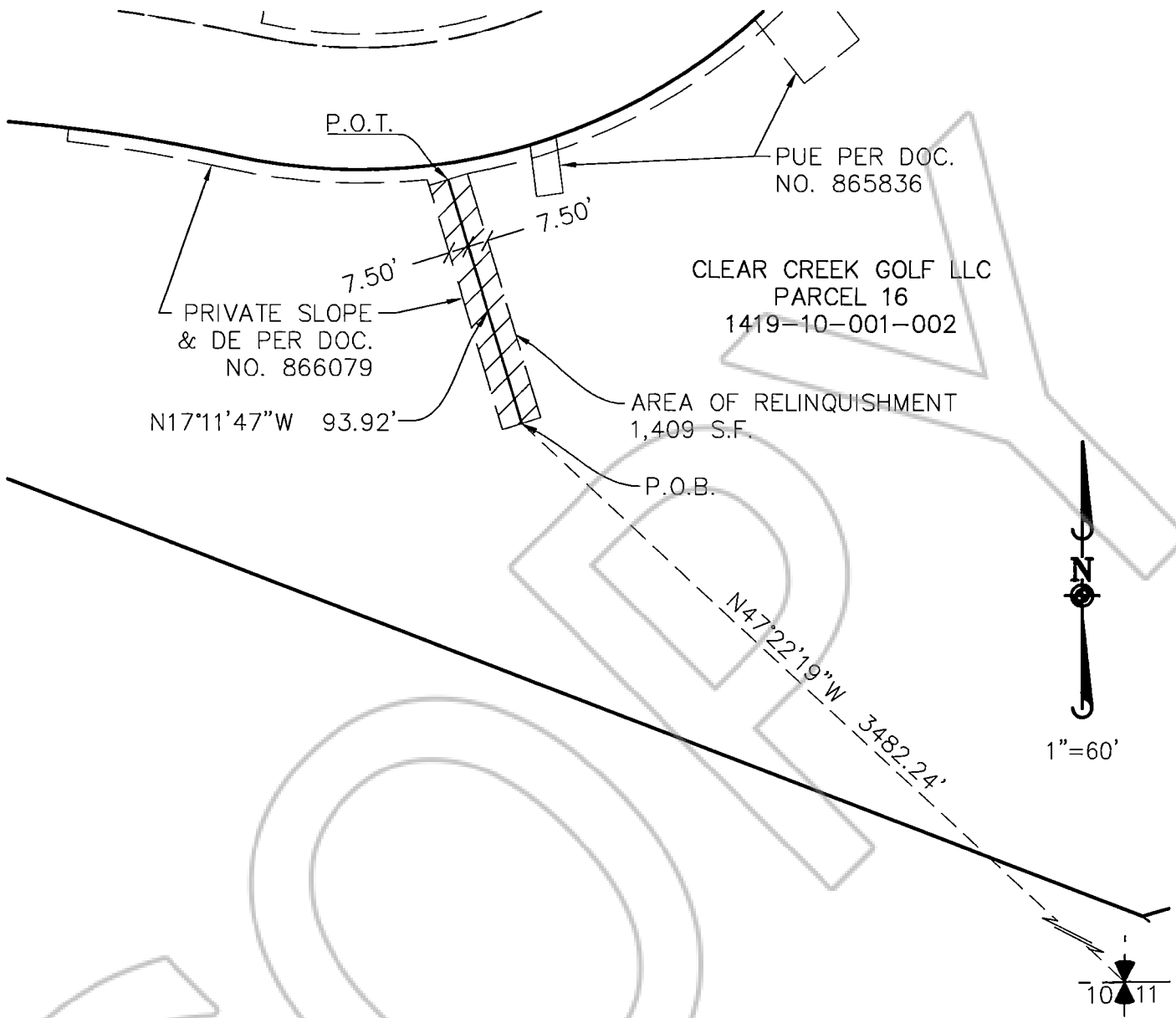
I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

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



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





LEGEND

- SUBJECT PROPERTY LINE
- EASEMENT AREA
- ADJACENT PROPERTY
- SURVEY TIE
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- DE DRAINAGE EASEMENT

BASIS OF BEARINGS

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



9850 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	
PRIVATE EASEMENT RELINQUISHMENT	
PROJ. MGR.: MAR	SHEET
DRAWN BY: JRB	EXHIBIT B-1
DATE: 07/07/17	
SCALE: 1"=60'	CCPDCN 130470

Dwg Name: P:\Ccpdcn\dwg\Surv\Exhibit Drawings\Clubhouse\CCPDCN-Ph1_Fsmt-Golf-Abandon.dwg Updated By: jbedard 10:00