

Assessor's Parcel Number: 1318-22-001-004

Date: JANUARY 9, 2018

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00067184201809089250070079

KAREN ELLISON, RECORDER

PUBLIC DRAINAGE EASEMENT AND AGREEMENT #2018.001

(Title of Document)

FILED

NO. 218.001

2018 JAN -5 AM 10: 01

When Recorded Return to:

Douglas County Community Development
P.O. Box 218
Minden, NV 89423
Portion APN: 1318-22-001-004

DOUGLAS COUNTY
CLERK
BY [Signature]
REPUTY

PUBLIC DRAINAGE EASEMENT AND AGREEMENT

THIS GRANT OF EASEMENT AND AGREEMENT, made and entered into this 1st day of December, 2017, by and between Summit Properties, LLC, Party of the First Part, hereinafter referred to as "Grantor"; and the **COUNTY OF DOUGLAS**, a political subdivision of the State of Nevada, Party of the Second Part, hereinafter referred to as "Grantee".

WITNESSETH:

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee a permanent Public Drainage Easement and right of entry for Douglas County facilities upon, over, across and through the land herein described, together with perpetual right to construct, reconstruct, maintain and repair said facilities and the further right to remove trees, bushes, undergrowth, concrete, concrete asphalt and other obstructions interfering with the location, construction and maintenance of said facilities.

The easement and right of entry hereby granted is situate in the County of Douglas, State of Nevada, more particularly described in Exhibit "A" and as depicted on Exhibit "B" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD, said easement and right of entry, unto the Grantee and unto it successors and assigns forever.

Grantor covenants and agrees for his, her, or their heirs, successors and assigns, to release, and does hereby release, Grantee, its successors and assigns, of and from any and all claims, liability, obligation and responsibilities for any loss, damage or destruction of any kind or

character whatsoever, to the property and improvements within the above described easement of Grantor, by reason of or resulting from construction, reconstruction, maintenance, or repair upon, over, across or through the property described herein.

Permission is hereby granted to the County of Douglas, its authorized agents and/or its contractors to enter in and upon said easement described in Exhibit "A" and depicted on Exhibit "B" and made a part hereof, for the purpose of constructing, reconstructing, maintaining, or servicing the drainage facilities on the Grantors property and to accomplish all necessary incidents thereto.

This permission is granted with the understanding that the Grantor agrees to hold harmless and indemnify the Grantee from any loss or liability to Grantor, financial or otherwise resulting from any removal of concrete, asphalt concrete, landscaping or other obstructions caused by the performance of work under this agreement.

This is a non-exclusive easement and to the extent that other uses do not interfere with the use of said easement by Grantee as permitted hereunder, Grantor, its successors and assigns, shall be permitted to use the same for any purpose they may desire.

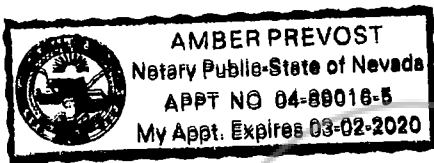
The covenants and agreements herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties and shall be, and are, covenants running with the land binding upon said property of Grantors and for the benefit of Grantee as described in Exhibit "A" and as depicted on Exhibit "B".

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement and Agreement the day and year first above written.

By: [Signature]

STATE OF NEVADA)
) SS:
COUNTY OF DOUGLAS)

On the 1 day of December, 2017, personally appeared before me, a Notary Public, Matt Wiggins, who acknowledged that she/he executed the above instrument.



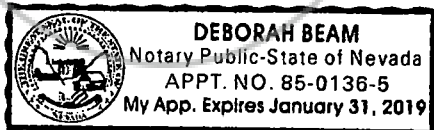
[Signature]
NOTARY PUBLIC

Accepted for the County of Douglas,

By: William B. Penzel
William B. Penzel, Chair
Douglas County Board of County Commissioners

STATE OF NEVADA)
) SS:
COUNTY OF DOUGLAS)

On the 21 day of December, 2017, personally appeared before me, a Notary Public, William B. Penzel, who acknowledged that he executed the above instrument.



Deborah Beam
NOTARY PUBLIC

EXHIBIT "A"

JN 8778.000
Task 010

All that certain real property situate within a portion of the North 1/2 of Section 22, Township 13 North, Range 18 East, M.D.M., County of Douglas, State of Nevada, being a portion of Parcel 4, as shown on that certain Parcel Map, filed on May 7, 1975, in Book 575 of Parcel Maps, at Page 220, as Document Number 80018, Official Records of the County of Douglas, State of Nevada, being more particularly described as follows:

A strip of land, 20.00 feet in width, laying 10.00 feet on each side of the following described centerline;

BEGINNING at a point on the southwesterly line of said Parcel 4, from which the southerly most corner of said Parcel bears South 43°18'57" East, 166.00 feet;

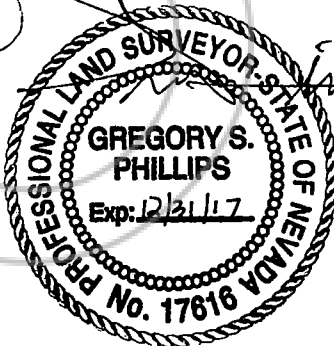
THENCE from said point of beginning, North 62°32'00" East, 108.05 feet to the northeasterly line of said Parcel and the **POINT OF TERMINATION** of the herein described centerline.

The sidelines of the herein described centerline to be lengthened or shortened so as to intersect at said southwesterly and northeasterly boundary lines of said Parcel 4.

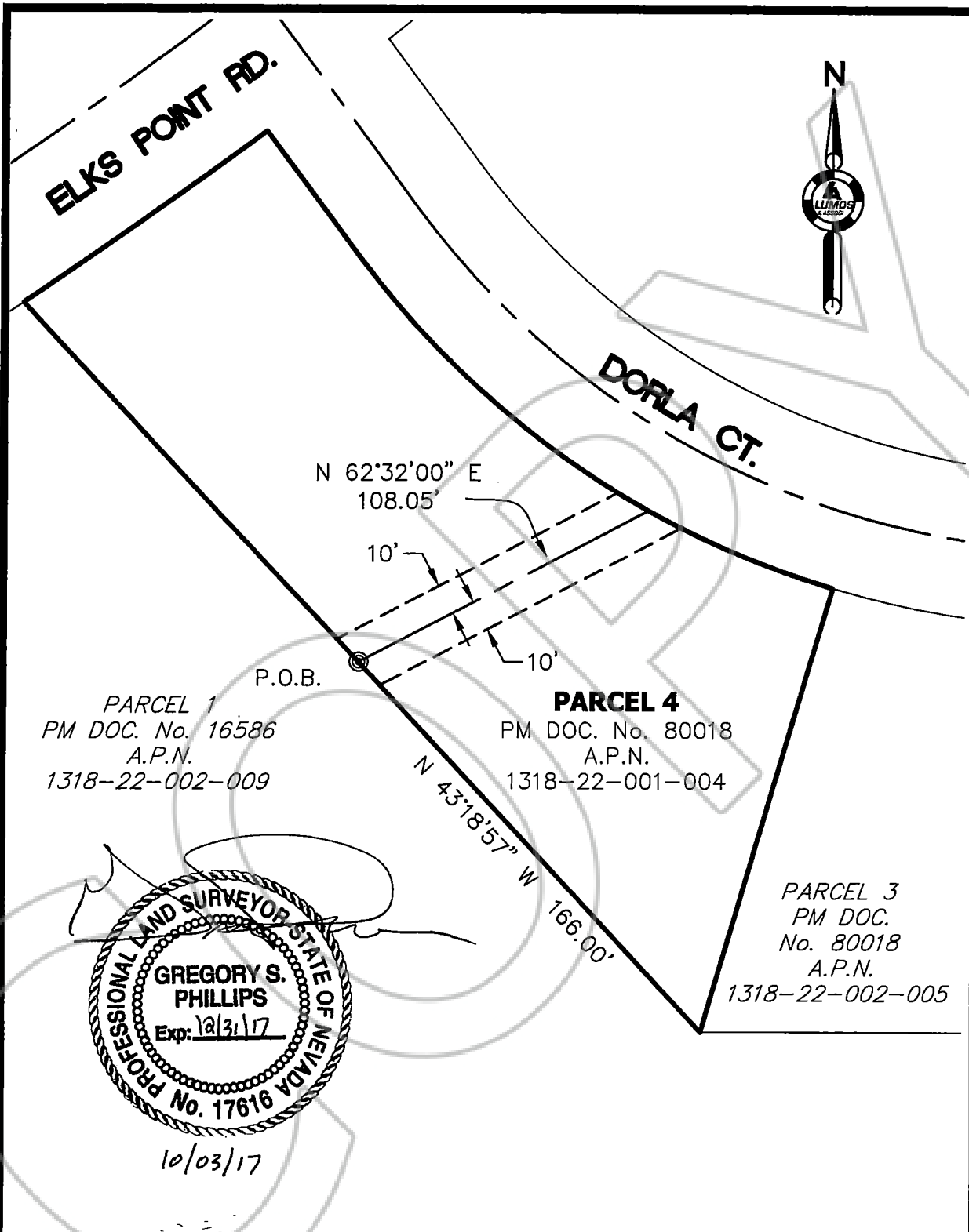
The Basis of Bearings for this description is based on said Parcel Map Document Number 80018.

Refer to Exhibit B attached hereto and by this reference made a part of.

Prepared by:
Lumos & Associates, Inc.
Gregory S. Phillips, PLS 17616
800 E. College Parkway
Carson City, NV 89706



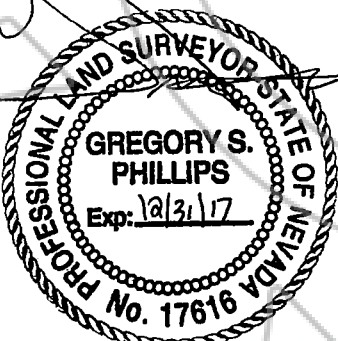
10/03/17



PARCEL 1
 PM DOC. No. 16586
 A.P.N.
 1318-22-002-009

PARCEL 4
 PM DOC. No. 80018
 A.P.N.
 1318-22-001-004

PARCEL 3
 PM DOC.
 No. 80018
 A.P.N.
 1318-22-002-005



10/03/17

<p>LUMOS & ASSOCIATES 800 E. COLLEGE PARKWAY CARSON CITY, NEVADA 89706 PH. (775) 883-7077 FAX (775) 883-7114</p>	<p>EXHIBIT "B" 303 DORLA COURT, A.P.N. 1318-22-01-004 PARCEL 4, DOC No. 80018 PORTION OF SEC. 32, T15N, R20E, MDM DOUGLAS COUNTY NEVADA</p>	<p>Date: OCTOBER 2017 Scale: 1" = 50' Job No: 8778.000 TASK 010</p>
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COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

9th day of January, 2018

By [Signature] Deputy