

Assessor's Parcel Number: 1318-22-001-004  
(a Portion of)

Date: MAY 4, 2018

Recording Requested By:

Name: AUBREY BOUDREAL, COMMUNITY DEVELOPMENT

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

**PUBLIC DRAINAGE EASEMENT  
AND AGREEMENT #2018.077**  
(Title of Document)

When Recorded Return to:

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

DOUGLAS COUNTY  
CLERK  
*[Signature]*

**PUBLIC DRAINAGE EASEMENT AND AGREEMENT**

THIS GRANT OF EASEMENT AND AGREEMENT, made and entered into this 20th day of March, 2018, by and between Laura Moline, Dana Moline ("Grantor") and DOUGLAS COUNTY, a political subdivision of the State of Nevada ("Grantee").

**WITNESSITH:**

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 personnel and 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 situated 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 is granted unto the Grantee and its 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 Douglas County, 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 in the event Grantor fails to maintain the property in a manner which allows for the passage of storm water. Grantee does not hereby accept maintenance of the drainage easement, however may elect to accept maintenance at a later date by action of the Board of County Commissioners. Douglas County will pursue maintenance responsibility of the drainage easement at such time as the improvements outlined in the "Topaz Drainage Study Drainage Report" dated March 2, 2015 completed by R.O. Anderson Engineering Inc. are completed.

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 hereunder.

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.

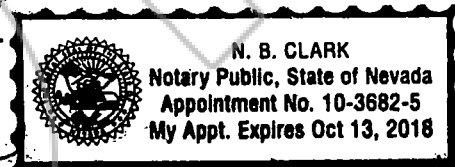
By: *Laura Moline*

STATE OF NEVADA     )  
  ) SS:  
COUNTY OF DOUGLAS    )

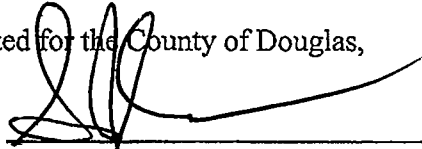
On the 20<sup>th</sup> day of March, 2018, personally  
appeared before me, a Notary Public, Laura + David Moline, who  
acknowledged that she/he executed the above instrument.

*N. B. Clark*

NOTARY PUBLIC



Accepted for the County of Douglas,

By: 


Steven J. Thaler, Chair  
Douglas County Board of County Commissioners

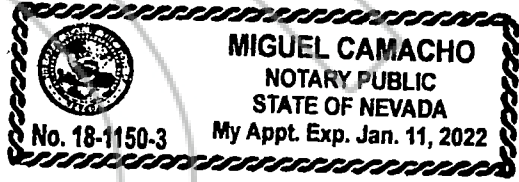
STATE OF NEVADA )

) SS:

COUNTY OF DOUGLAS )

On the 3<sup>rd</sup> day of May, 2018, personally  
appeared before me, a Notary Public, Steven J. Thaler, who acknowledged that he executed the  
above instrument.

  
NOTARY PUBLIC



# Exhibit A

## Description for a Public Drainage Easement

That portion of the Southeast corner of Section 29, Township 10 North, Ranch 22 East of the Mount Diablo Base and Meridian, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Southwestern corner of Lot 85 of the Topaz Subdivision as described in Book 1 of Maps, Document 9774, Records of Douglas County Nevada;

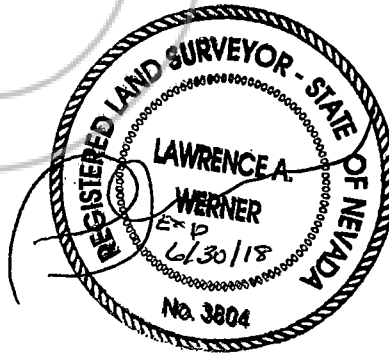
THENCE North 17 degrees 42 minutes 00 seconds East for a distance of 20.00 feet along the Right of Way Line of Comstock Drive;

THENCE South 72 degrees 18 minutes 00 seconds East for a distance of 200.00 feet;

THENCE South 17 degrees 42 minutes 00 seconds West for a distance of 20.00 feet;

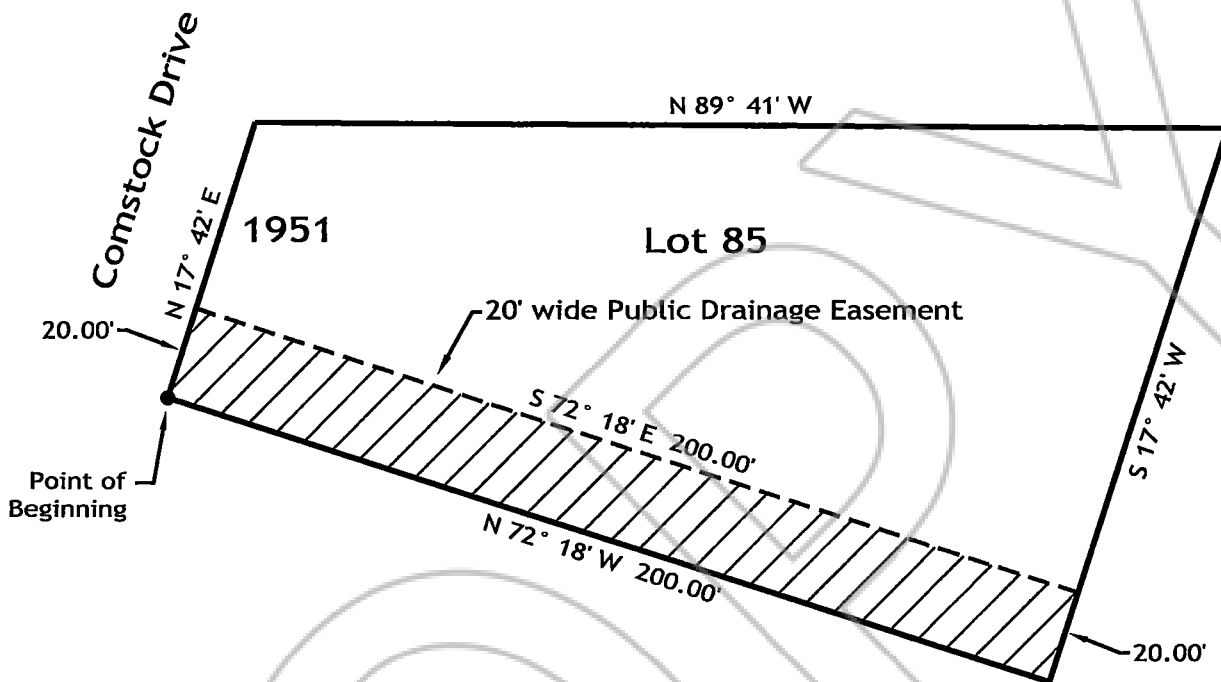
THENCE North 72 degrees 18 minutes 00 seconds West for a distance of 200.00 feet to the POINT OF BEGINNING.

COMPRISING of 4,000 square feet more or less

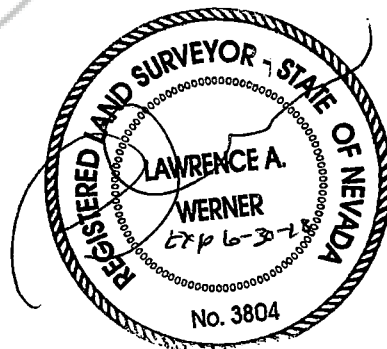


2-20-18

# Exhibit B



Public Drainage Easement:  
Approximately 4,000 Square Feet.



2-20-18

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

4th day of July 2018

By [Signature] Deputy