

513

Portion of A.P.N: 1320-33-213-019

AFTER RECORDING RETURN TO:
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
ATTN: STAFF SPECIALIST, ACQ.
1263 S. STEWART ST.
CARSON CITY, NV. 89712

LEGAL DESCRIPTION PREPARED BY:
R.O. ANDERSON ENGINEERING, INC.
P.O. BOX 2229
MINDEN, NEVADA 89423

Project No.: TAP-0005(022)
E.A.: 73996
Parcel: Parcel 8

GRANT OF EASEMENT

THIS GRANT, made this 16th day of July, 2019,
between Heybourne Meadows I, LLC, a Utah limited liability company, hereinafter called
GRANTOR, and the STATE OF NEVADA, acting by and through its Department of
Transportation, hereinafter called GRANTEE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00),
lawful money of the United States of America, and other good and valuable consideration, the
receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE
and to its assigns forever, for those purposes as contained in Chapter 408 of the Nevada
Revised Statutes, a perpetual easement and right-of-way for the location, construction, and
maintenance of fiber optic facilities upon, over and across certain real property of the
undersigned described on Exhibit "A" attached hereto and made a part hereof.

EXCEPTING THEREFROM any and all water rights appurtenant to said parcel.

TOGETHER with all and singular the tenements, hereditaments and appurtenances
thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder
and remainders, rents, issues and profits thereof; with the exception of any and all
reservations as are previously hereinabove expressly excepted from this conveyance.

To hereby waive, with full knowledge, that a public highway and the necessary
incidents thereto are to be located upon, over and across the lands hereinabove described,
any claim for any and all damages to the remaining adjacent lands and property of the
GRANTOR by reason of the location, construction, landscaping and maintenance of said
highway and appurtenances in said location.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns forever.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

Heybourne Meadows I, LLC,
a Utah limited liability company
By: CB Administrative Trust
Its: Manager

Ezra K. Nilson, Trustee by Robert O. Anderson, Attorney-in-Fact
Ezra K. Nilson and Leicha B. Nilson, Trustees
Robert O. Anderson, Attorney-in-Fact

If signer shall be a corporation, trust, partnership or other unnatural person, an authorized person must sign on behalf of the signer. The agreement must be executed by the person approved by the bylaws, articles, or a certified, stamped copy of a resolution of the board of directors as provided with the executed agreement.

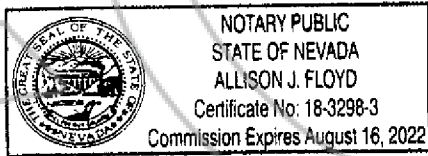
State of Nevada
County of Douglas

This instrument was acknowledged before me on July 16, 2019
by Robert O. Anderson as attorney-in-fact for Ezra K. Nilson and Leicha B. Nilson as Trustees of CB Administrative Trust, the Manager of Heybourne Meadows I, LLC, a Utah limited liability company.

Allison J. Floyd

(Signature of notarial officer)

S
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L



D19-25
Legal Description verified against
Right-of-Way Plans _____ (Agent's Initials)

0110-107
06/13/19

Exhibit "A"
DESCRIPTION
PERMANENT EASEMENT
PARCEL 8
Martin Slough Shared Use Path
(Over a Portion of A.P.N. 1320-33-213-019 - Heybourne Meadows I, LLC)

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

A twenty-five foot (25') wide strip of land for fiber optic facilities purposes located within a portion of the Northeast one-quarter (NE1/4) of Section 32, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, more particularly described as follows:

BEGINNING at station 'MST' 85+80.68, 12.50' RT. Said point being a 5/8" rebar with cap, PLS 11172 located at the northwesterly corner of the Remainder parcel as shown on the Final Map for The Ranch at Gardnerville, Phase IIA-1, filed for record June 18, 2013 in the office of Recorder, Douglas County, Nevada as Document No. 825569, from which the monument in well, PLS 5665 being the east 1/4 corner of said Section 29 bears North 16°01'47" East, 3595.12 feet;

thence along the northerly boundary of said Remainder parcel, South 89°42'55" East, 25.00 feet;

thence parallel with and offset easterly 25 feet from the westerly line of said Remainder parcel, South 00°20'20" West, 30.00 feet to the northerly line of Adjusted Lot 'B' as shown on the Record of Survey to Support a Boundary Line Adjustment for The Ranch at Gardnerville 1, LLC and Town of Gardnerville filed for record May 8, 2013 in said office of Recorder as Document No. 823143;

thence along said northerly line of Adjusted Lot 'B', North 89°42'55" West, 25.00 feet;

thence along the westerly line of said Remainder parcel, North 00°20'20" East, 30.00 feet to the **POINT OF BEGINNING**, containing 750 square feet (0.02 acres), more or less.

As shown and delineated on Exhibit '9' attached hereto and made a part hereof.

The Basis of Bearing of this description is South 89°42'55" East, the north line of the Remainder parcel as shown on the Amended Final Map for The Ranch at Gardnerville, Phase 1, filed for record March 30, 2012 in the office of Recorder, Douglas County, Nevada as Document No. 799923.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423

