



KAREN ELLISON, RECORDER

APN: 1320-27-001-026; 1320-27-001028;
1320-27-001-029

Recording Requested By and Return
Recorded Original to:
Douglas County Nevada District Attorney's
Office
Post Office Box 218
Minden, Nevada 89423

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons (N.R.S. Chapter 239)

GRANT OF PUBLIC UTILITY EASEMENT

THIS INDENTURE IS MADE this 8th day of October, 2019, between Bently Enterprises, LLC ("GRANTOR"), and Douglas County, a political subdivision of the State of Nevada ("GRANTEE"). The GRANTOR for good and valuable consideration, the receipt of which is acknowledged does hereby grants and conveys a non-exclusive perpetual twenty foot public utility easement, which is an interest in land, unto GRANTEE across, upon, over, though and under a strip of land more particularly described in the legal description attached as Exhibit "A" and depicted on Exhibits "B" and "C" incorporated herein ("Easement Area"), to be used exclusively for ingress, egress, construction, maintenance, operation, repair or replacement of water facilities, as defined by Douglas County Code.

All rights, duties and obligations granted by this Grant of Public Utility Easement shall run with the land and shall be binding upon GRANTOR, GRANTEE, their successors, agents, transferees and assigns forever.

GRANTOR expressly reserves for itself, its successors and its assigns, the right to use the Easement Area or to grant other easements or licenses at the same location so long as such uses do not unreasonably interfere with the rights herein granted to GRANTEE and are in compliance with all applicable federal, state and local laws and regulations. GRANTOR may improve and place on the Easement Area at its sole cost and expense, including the installation or construction of landscaping, walkways, driveways, roads, parking, lighting, drainage, buildings, structures or other real property improvements, so long as such improvements do not unreasonably

interfere with the stated purpose of the GRANTEE'S Easement and its use and access to the Easement Area.

GRANTEE shall maintain the Easement Area together with any improvements constructed or installed thereon by GRANTEE or associated with GRANTEE'S use of the Easement Area. The operation and maintenance of such improvements and of the Easement Area shall be at GRANTEE'S sole cost and expense.

This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the real property described herein and the attached Exhibits hereto, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the GRANTOR with respect to this Easement or the Easement Area.

GRANTEE shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at GRANTEE'S sole cost and expense.

GRANTEE shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the real property described herein or on any other real property of GRANTOR adjacent to the Easement Area.

GRANTOR may relocate the Easement described herein if in the opinion of GRANTOR, it unreasonably interferes with the present or future use by GRANTOR of GRANTOR'S real property. The first such relocation shall be at GRANTEE'S sole cost and expense with any subsequent relocation at GRANTOR'S expense; provided, however, that GRANTOR shall provide to GRANTEE a substitute Easement Area reasonably suited to Grantee's needs and Easement purposes described herein.

GRANTEE shall not materially interfere with the use by and operation and activities of GRANTOR on its property, and GRANTEE shall use such routes and follow such procedures on GRANTOR'S real property as result in the least damage and inconvenience to GRANTOR.

GRANTEE shall be responsible for any damage to GRANTOR'S real or personal property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to flooding, soil erosion, subsidence or damage resulting therefrom. GRANTEE, at its sole cost and expense, shall promptly repair and restore to its original condition any of GRANTOR'S personal or real property, including, but not limited to, improvements, structures, roads, utilities,

buildings, walls, parking, driveways, walkways, pavers, landscaping, trees, canopies, irrigation facilities, drainage, culverts, ditches, canals and fences that may be altered, damaged or destroyed in connection with the GRANTEE'S exercise of the Easement or use of the Easement Area.

This Grant of Easement is made on the express condition that GRANTOR is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of GRANTEE'S, its contractors', agents', officers', members', employees', invitees', guests, representatives or licensees' exercise of rights granted pursuant to this Easement or use of the Easement Area or of the improvements or personal property of GRANTEE thereto or thereon, including any liability for injury or death to the person or property of GRANTEE its contractors, agents, officers, members, employees, invitees, guests, representatives or licensees or to any property under the control or custody of GRANTEE. GRANTEE hereby covenants and agrees to defend and indemnify GRANTOR, its officers, members, directors, shareholders, employees, agents, representatives, contractors, invitees, guests, affiliates and subsidiaries and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Area by GRANTEE, however occurring, other than those caused solely by the willful or negligent acts or omissions of GRANTOR.

GRANTOR may terminate this Easement and all of the rights granted herein any time after Twelve (12) months of continuous non-use of the Easement or the Easement Area by GRANTEE. In the event of such termination, the Easement shall be quitclaimed from GRANTEE to GRANTOR, without expense to GRANTOR, and any and all interest in GRANTOR'S real property conveyed in this Easement shall automatically revert to GRANTOR or its assigns and successors, without the necessity of any further action to effect said reversion. On demand by GRANTOR, GRANTEE shall promptly remove any and all improvements it installed in, on, under or above the Easement Area. At the option of GRANTOR, all such improvements shall become the personal property of GRANTOR at no cost to GRANTOR.

GRANTEE alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against GRANTEE'S interest in the Easement Area, or against any of GRANTOR'S real property as a result of the Easement herein granted. GRANTEE shall not cause liens of any kind to be placed against the Easement Area or any of GRANTOR'S real property.

**EXHIBIT A
DESCRIPTION
PUBLIC UTILITY EASEMENT
(OVER A.P.N. 1320-27-001-026, -028 & -029)**

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

EASEMENT NO. 1 (SHOWN ON EXHIBIT B):

A twenty-foot (20') wide strip of land for public utility easement purposes over a portion of Parcel 1 as shown on the Record of Survey for 'Block A', Bently Science Park filed for record February 23, 2016 in the office of Recorder, Douglas County, Nevada, as Document No. 2016-877189 and over portions of Parcel 2A and Parcel 3 as shown on the Record of Survey for Parcel 2, 'Block A', Bently Enterprises, LLC filed for record April 25, 2016 in said office of Recorder as Document No. 2016-879884, more particularly described as follows:

BEGINNING at a point from which the northwest corner of said Parcel 1 bears North 52°59'44" West, 173.30 feet;

thence South 89°57'29" East, 13.47 feet;
thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 10.00 feet, central angle of 113°11'53", arc length of 19.76 feet, and chord bearing and distance of thence South 89°57'29" East, 16.70 feet;
thence South 89°57'29" East, 135.88 feet;
thence South 54°57'29" East, 7.75 feet;
thence South 89°57'29" East, 15.77 feet;
thence North 00°02'31" East, 5.50 feet;
thence along the arc of a curve to the right, having a radius of 10.00 feet, central angle of 180°00'00" and arc length of 31.42 feet;
thence South 00°02'31" West, 5.50 feet;
thence South 89°57'29" East, 49.20 feet;
thence North 00°02'31" East, 49.50 feet;
thence North 89°53'58" East, 20.00 feet;
thence South 00°02'31" West, 66.82 feet;
thence South 08°04'11" East, 306.24 feet;
thence North 89°57'29" West, 242.57 feet;
thence North 00°02'31" East, 43.00 feet;
thence North 89°57'29" West, 229.94 feet to a point on the easterly right-of-way line of Orbit Way;
thence along said easterly right-of-way line of Orbit Way, North 02°02'19" East, 20.01 feet;

thence South 89°57'29" East, 151.24 feet;
thence North 00°02'31" East, 261.89 feet to the POINT OF BEGINNING,
containing 97,170 square feet (gross), more or less.

EXCEPTING THEREFROM:

BEGINNING at a point from which the northwest corner of said Parcel 1 bears North 23°21'52" West, 398.92 feet;

thence North 00°02'31" East, 241.89 feet;
thence South 89°57'29" East, 139.74 feet;
thence South 54°57'29" East, 7.75 feet;
thence South 89°57'29" East, 91.46 feet;
thence South 08°04'11" East, 283.28 feet;
thence North 89°57'29" West, 199.52 feet;
thence North 00°02'31" East, 43.00 feet;
thence North 89°57'29" West, 78.00 feet to the POINT OF BEGINNING,
containing 69,506 square feet, more or less.

The net square footage of Easement No. 1 is 27,664 square feet, more or less.

TOGETHER WITH:

EASEMENT NO. 2 (SHOWN ON EXHIBIT C):

A twenty-foot (20') wide strip of land for public utility easement purposes over a portion of Parcel 1 as shown on the Record of Survey for 'Block A', Bently Science Park filed for record February 23, 2016 in the office of Recorder, Douglas County, Nevada, as Document No. 2016-877189 and over portions of Parcel 2A and Parcel 3 as shown on the Record of Survey for Parcel 2, 'Block A', Bently Enterprises, LLC filed for record April 25, 2016 in said office of Recorder as Document No. 2016-879884, more particularly described as follows:

BEGINNING at a point from which the northeast corner of said Parcel 2A bears North 21°02'51" East, 201.32 feet;

thence South 40°49'16" East, 38.62 feet;
thence South 00°27'18" East, 171.04 feet;
thence North 89°32'42" East, 7.50 feet;

thence along the arc of a curve to the right, having a radius of 10.00 feet, central angle of 180°00'00" and arc length of 31.42 feet;

thence South 89°32'42" West, 7.50 feet;
thence South 00°27'18" East, 22.50 feet;
thence South 89°32'42" West, 20.00 feet;
thence North 00°27'18" West, 6.00 feet;
thence South 89°53'58" West, 401.25 feet;
thence North 00°20'01" East, 242.28 feet;
thence South 89°19'18" East, 367.28 feet;
thence North 00°40'42" East, 14.00 feet;
thence along the arc of a curve to the right, having a radius of 10.00 feet, central angle of 180°00'00" and arc length of 31.42 feet;
thence South 00°40'42" West, 14.00 feet;
thence South 89°19'18" East, 5.70 feet to the POINT OF BEGINNING, containing 100,967 square feet (gross), more or less.

EXCEPTING THEREFROM:

BEGINNING at a point from which the northeast corner of said Parcel 2A bears North 65°26'45" East, 489.65 feet;

thence South 89°19'18" East, 363.85 feet;
thence South 40°49'16" East, 22.26 feet;
thence South 00°27'18" East, 180.18 feet;
thence South 89°53'58" West, 340.18 feet;
thence North 00°02'31" East, 6.19 feet;
thence South 89°57'29" East, 58.70 feet;
thence North 00°02'31" East, 14.00 feet;
thence along the arc of a curve to the left, having a radius of 10.00 feet, central angle of 143°09'34" and arc length of 24.99 feet;
thence North 89°57'29" West, 40.70 feet;
thence North 00°02'31" East, 16.50 feet;
thence South 89°57'29" East, 77.00 feet;
thence North 00°02'31" East, 20.00 feet;
thence North 89°57'29" West, 77.00 feet;
thence North 00°02'31" East, 91.18 feet;
thence North 89°57'29" West, 24.00 feet;
thence along the arc of a curve to the left, having a radius of 10.00 feet, central angle of 180°00'00" and arc length of 31.42 feet;
thence South 89°57'29" East, 4.00 feet;
thence South 00°02'31" West, 133.92 feet;
thence South 89°53'58" West, 20.80 feet;
thence North 00°20'01" East, 202.00 feet to the POINT OF BEGINNING, containing 69,513 square feet, more or less.

The net square footage of Easement No. 2 is 31,454 square feet (net), more or less.

The basis of bearings for this description is North 84°50'39" East, the north line of Parcel 2A as shown on that Record of Survey for Parcel 2, 'Block A', Bently Enterprises, LLC filed for record April 25, 2016 in the office of Recorder, Douglas County, Nevada, as Document No. 2016-879884.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
Cory J. Kleine, P.L.S. 21988
P.O. Box 2229
Minden, Nevada 89423



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SCALE: 1" = 100'

ORBIT WAY

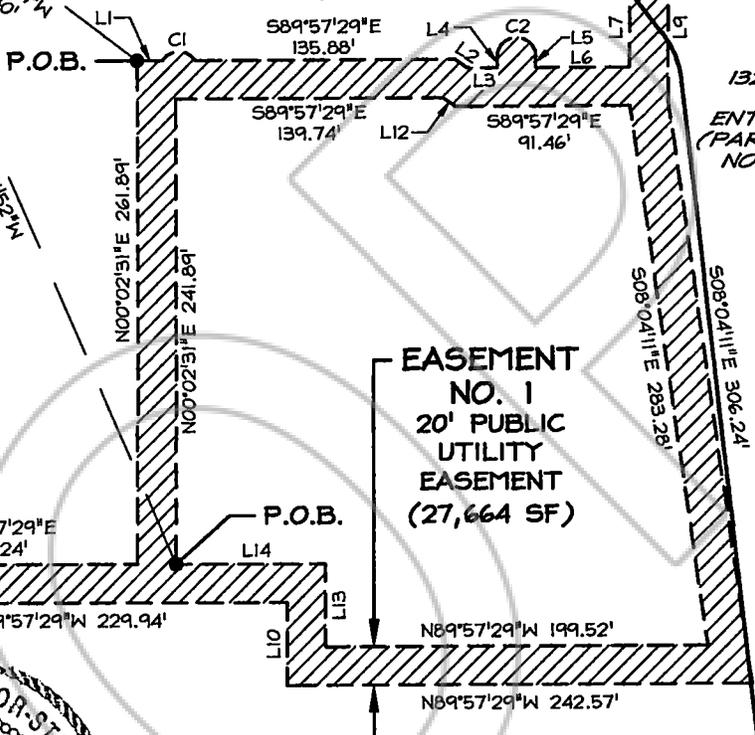
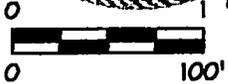
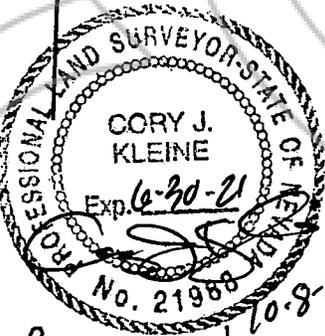
CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	$\Delta=113^{\circ}11'53''$	10.00'	19.76'	S89°57'29"E	16.70'
C2	$\Delta=180^{\circ}00'00''$	10.00'	31.42'	S89°57'29"E	20.00'

A.P.N.
1320-27-001-028
BENTLY ENTERPRISES, LLC
(PARCEL 2A PER DOC. NO.
2016-879884)

EASEMENT
NO. 2
(EXHIBIT C)

A.P.N.
1320-27-001-026
BENTLY ENTERPRISES, LLC
(PARCEL 1 PER DOC. NO.
2016-877189)

A.P.N.
1320-27-001-029
BENTLY
ENTERPRISES, LLC
(PARCEL 3 PER DOC.
NO. 2016-879884)



LINE TABLE					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S89°57'29"E	13.47'	L8	N89°53'58"E	20.00'
L2	S54°57'29"E	7.75'	L9	S00°02'31"W	66.82'
L3	S89°57'29"E	15.77'	L10	N00°02'31"E	43.00'
L4	N00°02'31"E	5.50'	L11	N02°02'19"E	20.01'
L5	S00°02'31"W	5.50'	L12	S54°57'29"E	7.75'
L6	S89°57'29"E	49.20'	L13	N00°02'31"E	43.00'
L7	N00°02'31"E	49.50'	L14	N89°57'29"W	78.00'

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RENO 140 W. Huffaker Lane Suite 507 Reno, NV 89511
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EXHIBIT B
20' PUBLIC UTILITY EASEMENT
(OVER A.P.N. 1320-27-001-026, -028 & -029)

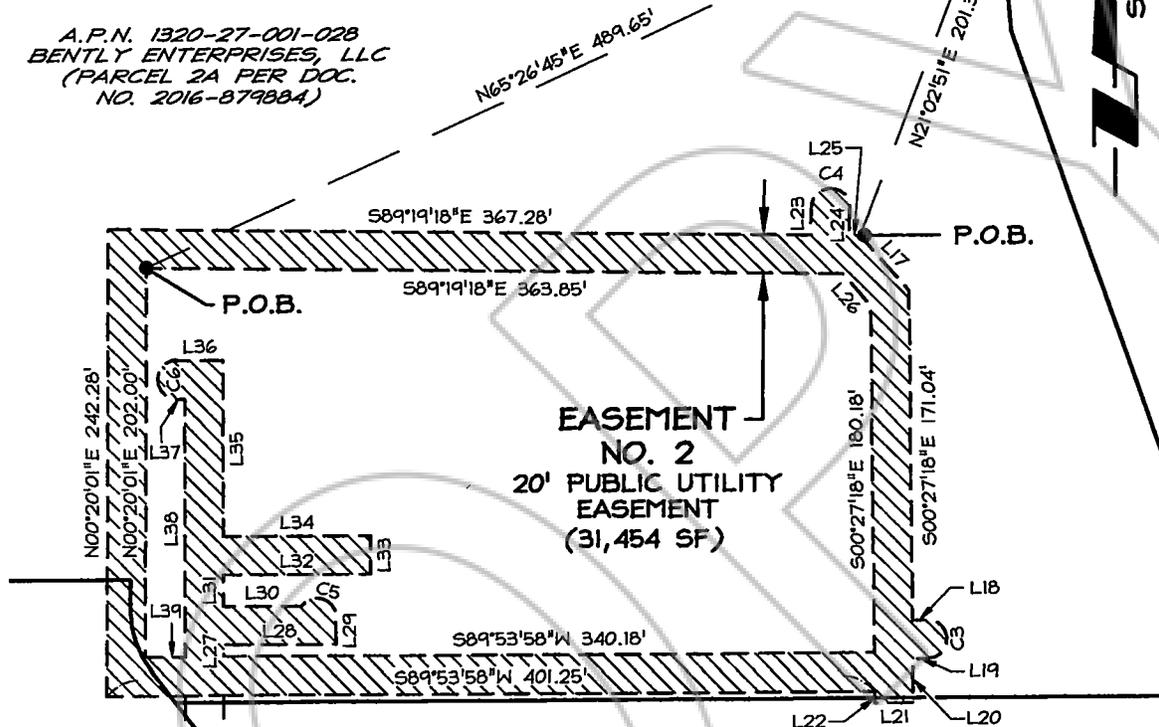
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CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C3	$\Delta=180^{\circ}00'00''$	10.00'	31.42'	$S00^{\circ}27'18''E$	20.00'
C4	$\Delta=180^{\circ}00'00''$	10.00'	31.42'	$S89^{\circ}19'18''E$	20.00'
C5	$\Delta=143^{\circ}09'34''$	10.00'	24.99'	$N71^{\circ}32'16''W$	18.98'
C6	$\Delta=180^{\circ}00'00''$	10.00'	31.42'	$S00^{\circ}02'31''W$	20.00'

SCALE: 1" = 100'

A.P.N. 1320-27-001-028
 BENTLY ENTERPRISES, LLC
 (PARCEL 2A PER DOC.
 NO. 2016-879884)



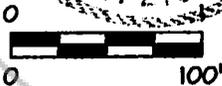
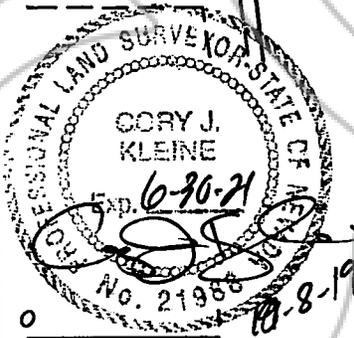
**EASEMENT
 NO. 2
 20' PUBLIC UTILITY
 EASEMENT
 (31,454 SF)**

EASEMENT NO. 1
 (EXHIBIT B)

A.P.N. 1320-27-001-029
 BENTLY ENTERPRISES, LLC
 (PARCEL 3 PER DOC.
 NO. 2016-879884)

LINE TABLE

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L17	$S40^{\circ}49'16''E$	38.62'	L29	$N00^{\circ}02'31''E$	14.00'
L18	$N89^{\circ}32'42''E$	7.50'	L30	$N89^{\circ}57'29''W$	40.70'
L19	$S89^{\circ}32'42''W$	7.50'	L31	$N00^{\circ}02'31''E$	16.50'
L20	$S00^{\circ}27'18''E$	22.50'	L32	$S89^{\circ}57'29''E$	77.00'
L21	$S89^{\circ}32'42''W$	20.00'	L33	$N00^{\circ}02'31''E$	20.00'
L22	$N00^{\circ}27'18''W$	6.00'	L34	$N89^{\circ}57'29''W$	77.00'
L23	$N00^{\circ}40'42''E$	14.00'	L35	$N00^{\circ}02'31''E$	91.18'
L24	$S00^{\circ}40'42''W$	14.00'	L36	$N89^{\circ}57'29''W$	24.00'
L25	$S89^{\circ}19'18''E$	5.70'	L37	$S89^{\circ}57'29''E$	4.00'
L26	$S40^{\circ}49'16''E$	22.26'	L38	$S00^{\circ}02'31''W$	133.92'
L27	$N00^{\circ}02'31''E$	6.19'	L39	$S89^{\circ}53'58''W$	20.80'
L28	$S89^{\circ}57'29''E$	58.70'			



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EXHIBIT C
20' PUBLIC UTILITY EASEMENT
 (OVER A.P.N. 1320-27-001-026, -028 & -029)

03/05/19

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