

APN# 1320-29-601-005

Recording Requested by/Mail to:

Name: Carter Hill Homes

Address: 1625 US Hwy 88, Ste 102

City/State/Zip: Minden, NV 89423

Mail Tax Statements to:

Name: Carter Hill Homes

Address: 1625 US Hwy 88, Ste 102

City/State/Zip: Minden, NV 89423



KAREN ELLISON, RECORDER

Utility Easement Agreement
Title of Document (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)

Renee Lynch
Signature

Renee Lynch
Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

APNs: 1320-29-601-005

After Recording, Please Return to:
Digital Technology Solutions Inc. 1625
HWY 88 STE 404
Minden, NV 89423

UTILITY EASEMENT AGREEMENT

The undersigned **Town Homes at Monterra III, LLC**, (“Grantor” and “Owner”), for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the **Digital Technology Solutions Inc.**, its successors and assigns (“Grantee”), a perpetual utility easement and right of way (the “Easement”) on property, referred to herein as the “Property,” together with the right of access to the Easement over the Property, which is commonly referred to as The Townes at Monterra (the “Development”), and is more particularly described in the EXHIBIT A, attached hereto.

1. Purpose of Easement. The Easement is granted for providing internet utility services to all residences located within the Development, including, without limitation, installation of telecommunication lines or systems and related conduit and lines (together, the “Equipment”), and to construct, reconstruct, rephase, replace, extend, upgrade, uncover, repair, operate, maintain and remove the Equipment on or under the Property and in, under or upon all streets, roads or highways in which the Easement is located, and to license, permit, or otherwise agree to the joint use of or occupancy of the Equipment or Easement area with a third party for electrification or telecommunication purposes.
2. Maintenance of Easement Area. Owner shall be responsible for maintaining the Property and Easement area, but not the Equipment, provided, however, that the Grantee shall have the right to (a) cut, trim and control the growth of trees, shrubbery and other vegetation in the Easement area to the extent necessary to keep them clear of the Equipment, and (b) cut down, trim or control the growth of all dead, weak, leaning or other trees on or near the Property that the Grantee reasonably believes may endanger or interfere with the Equipment and operation thereof. Owner shall not erect or maintain any structure upon, over, under, or within ten (10) feet of the Equipment which could endanger the operation or interfere with the operation or maintenance of the Equipment.
3. Nonexclusive. The Easement shall be nonexclusive to the Grantee, such that Owner may use the Easement area for purposes that do not impair the Grantee’s rights hereunder, except that Owner shall not permit any other third party to impair or interfere with the Grantee’s Equipment and operation and maintenance thereof.
4. Location of the Easement Area. Upon installation of the Equipment, the Easement area shall be limited to the area reasonably necessary to exercise the Grantee’s rights hereunder, but in any event, no less than 2 feet on either side of the Grantee’s installed equipment. Grantee may relocate the Equipment and the Easement Area, when reasonably required, with the consent of Grantor, which shall not be unreasonably withheld.
5. Ownership of Equipment; Damage. Owner agrees that all Equipment installed by the Grantee

SCHEDULE A
Continued

EXHIBIT "A"

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

Adjusted Parcel 33 as shown on the Record of Survey to Support a Boundary Line Adjustment for Park Cattle Co., filed in the office of the County Recorder of Douglas County, State of Nevada on September 28, 2004, in Book 904, Page 11278, as Document No. 625243, Official Records, being more particularly described as follows:

A parcel of land located within a portion of the Northeast one-quarter (NE1/4) of Section 29, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the center of Section 29, T.13N., R.20E., M.D.M., as shown on the Amended Record of Survey for Bently Nevada Corporation recorded June 16, 1988 in the office of Recorder, Douglas County, Nevada as Document No 180280 and being the Southwest corner of Adjusted Parcel 32B as shown on the Record of Survey to Support a Boundary Line Adjustment for Park Cattle Company recorded September 18, 2003 in said office of Recorder as Document No. 590378;

Thence along the South line of the Northeast one-quarter of said Section 29, South 89°23'21" East, 1025.97 feet to the POINT OF BEGINNING;

Thence North 00°30'17" East, 19.70 feet to a point on the North line of Buckeye Road, a 60-foot wide access and utility easement as shown on said Amended Record of Survey for Bently Nevada Corporation;
Thence along the Easterly line of Sanford Way, a 60-foot wide non-exclusive public access and utility easement as recorded June 20, 1995 in Book 695, at Page 2977, as Document No. 364415, North 00°30'17" East. 320.00 feet;
Thence along the arc of a curve to the right having a radius of 20.00 feet, central angle of 90°00'00", and arc length of 31.42 feet;
Thence along the Southerly line of Baler Street, a 60-foot wide non-exclusive public access and utility easement as recorded in said Book 695, at Page 2977, as Document No. 364415, South 89°29'43" East, 610.00 feet;
Thence South 00°30'17" West, 340.00 feet to a point on said North line of Buckeye Road,
Thence continuing South 00°30'17" West, 20.87 feet to a point on said South line of the Northeast one-quarter of said Section 29;
Thence along said South line of the Northeast one-quarter of said Section 29, North 89°23'21" West, 630.00 feet to the POINT OF BEGINNING.

NOTE: The above metes and bounds description appeared previously in that certain Grant, Bargain and Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on January 29, 2014, as Document No. 837480 of Official Records.