

Recorder's Office Cover Sheet

Recording Requested By:

Name: Jeremy Hutchings

Department: Community Development



00144390202109759640090092

KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

FILED

NO. 2021.169

10-29-2021
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY ed DEPUTY

When Recorded Return to:

Douglas County Community Development
P.O. Box 218
Minden, NV 9423
Portion APN: 1420-05-201-012

STORM DRAIN PIPE EASEMENT AND AGREEMENT

THIS GRANT OF EASEMENT AND AGREEMENT, made and entered into this 29th day of September, 2021, by and between **JC VALLEY KNOLLS 2 LLC**, a Nevada limited liability company, 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**”.

WITNESSITH:

Grantor hereby grants to Grantee a permanent easement and right of entry (“**Easement**”) for a storm pipe and related storm drain facilities (“**Facilities**”) upon, over, across and through the land situate in the County of Douglas, State of Nevada, described in **Exhibit A** and shown in **Exhibit A-1** attached hereto and by this reference made a part hereof (“**Easement Area**”), 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.

TO HAVE AND TO HOLD, said Easement unto the Grantee and unto its successors and assigns in perpetuity.

Grantor covenants and agrees for itself and its 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 of Grantor within the Easement Area, by reason of or resulting from Grantee’s construction, reconstruction, maintenance, or repair upon, over, across or through the Easement Area, except to the extent arising from the negligence or willful misconduct of Grantee, its authorized agents and/or its contractors.

Permission is hereby granted to Grantee, its authorized agents and/or its contractors, to

enter in and upon the Easement Area for the purpose of constructing, reconstructing, maintaining, or servicing the Facilities within the Easement Area and to accomplish all necessary incidents thereto in the case the Grantor does not maintain the Easement Area in a manner which allows for the passage of stormwater.

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, except to the extent arising from the negligence or willful misconduct of Grantee, its authorized agents and/or its contractors.

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.

Grantor reserves the right to relocate any portion or all of the Easement from time to time provided: (i) such relocation shall be at the sole cost and expense of Grantor; (ii) such relocation shall not unreasonably interrupt or interfere with the service then being provided by the Easement; and (iii) the Easement, as relocated, shall provide substantially the same convenience of use and shall provide the same level and type of service as provided prior to such relocation, including, but not limited to, all Facilities related to such relocated Easement.

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 Grantor as described in Exhibit A and as shown in Exhibit A-1, and for the benefit of Grantee.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Storm Drain Pipe Easement and Agreement to be effective the day and year first above written.

GRANTOR:

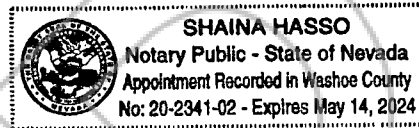
JC VALLEY KNOLLS 2 LLC, a Nevada limited liability company

By: 
Print Name: KENNETH HENDRIX
Title: Manager

STATE OF NEVADA)

) SS:

COUNTY OF Washoe)



On the 29th day of September, 2021, personally appeared before me, a Notary Public, KENNETH HENDRIX, who acknowledged that she/he executed the above instrument.

Theresa Harbo
NOTARY PUBLIC

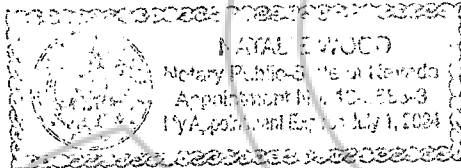
Accepted for the County of Douglas,

By: *John Engels*
John Engels, Chair
Douglas County Board of County Commissioners

STATE OF NEVADA)
) SS:

COUNTY OF DOUGLAS)

On the 21 day of October, 2021, personally appeared before me, a Notary Public, John Engels, who acknowledged that he executed the above instrument.



John Engels
NOTARY PUBLIC

EXHIBIT A and EXHIBIT A-1

EASEMENT AREA

[SEE FOLLOWING PAGES]

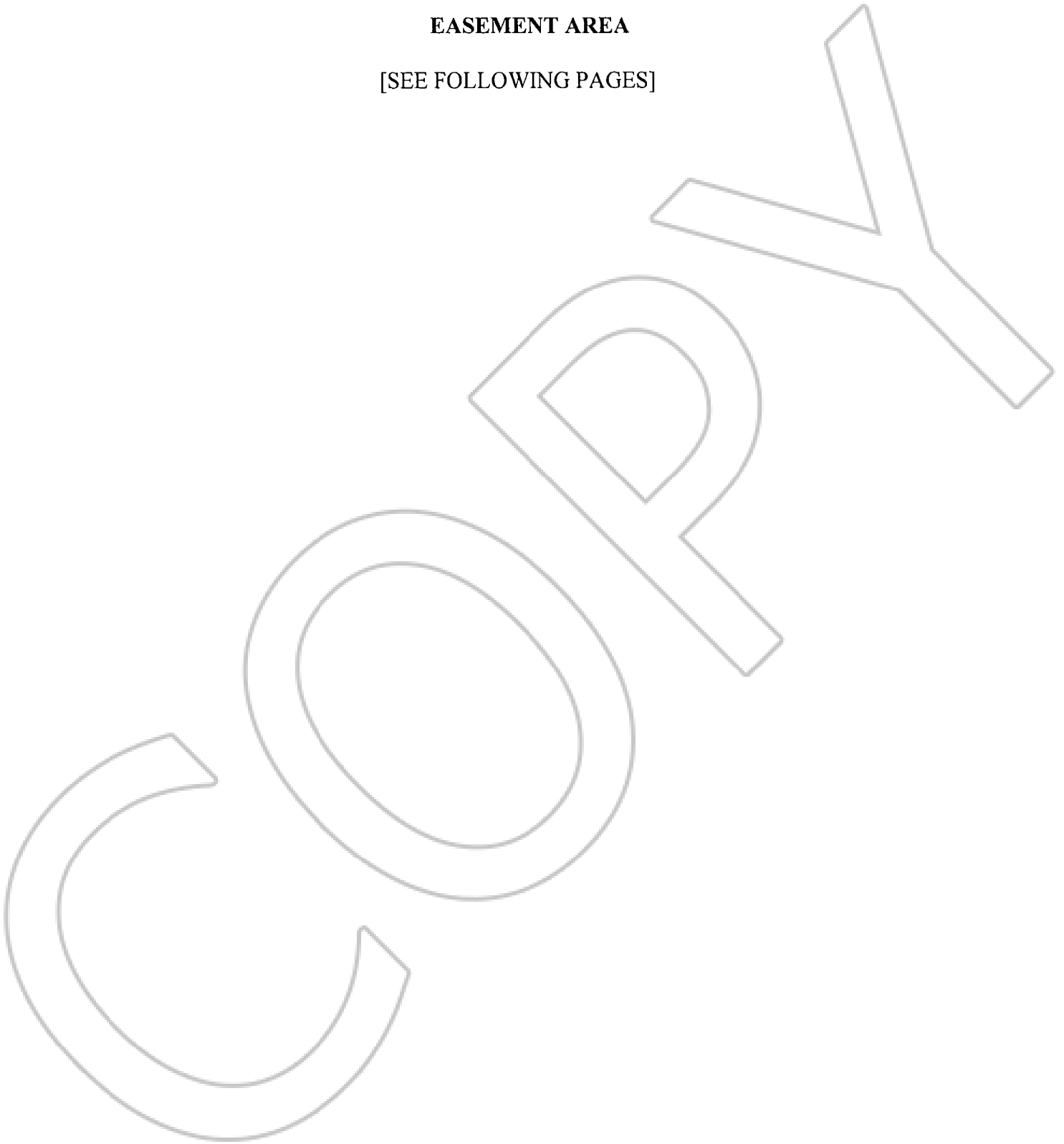


EXHIBIT "A"

STORM DRAIN PIPE EASEMENT (PUBLIC)

A portion of Parcel 1, as shown on the "Map of Division into Large Parcels, LDA 09-010, for Big George Ventures, LLC", as Document No. 744835, filed June 10, 2009 in the Official Records of Douglas County, Nevada, situate within the (SW1/4) of Section 5, Township 14 North, Range 20 East, Mount Diablo Meridian, being more particularly described as follows:

COMMENCING at the Southwest corner of said Parcel 1, being the Northwest Corner of Parcel B, as shown on the "Parcel Map, DP 19-0451, for JC Valley Knolls LLC", as File No. 2020-947430, filed June 10, 2020 in the Official Records of Douglas County, Nevada;

THENCE along the South line of said Parcel 1 and the North line of said Parcel B, South 89°18'50" East, 664.76 feet, to the angle point in Parcel A, as shown on said Parcel Map File No. 2020-947430;

THENCE continuing along the South line of said Parcel 1 and continuing along the North line of said Parcel A, South 89°20'06" East, 36.87 feet, to the **POINT OF BEGINNING**;

THENCE leaving said **POINT OF BEGINNING** and the South line of said Parcel 1, and the North line of said Parcel A, North 10°38'43" East, 37.79 feet;

THENCE South 79°21'17" East, 20.00 feet;

THENCE South 10°38'43" West, 34.27 feet, to the South line of said Parcel 1 and the North line of said Parcel A;

THENCE along the South line of said Parcel 1, and the North line of said Parcel A, North 89°20'06" West, 20.31 feet, to the **POINT OF BEGINNING**.

Containing 721 square feet, more or less.

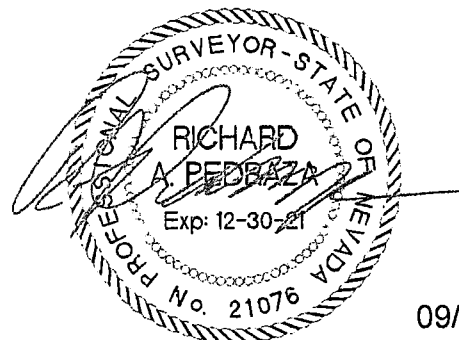
See Exhibit map to accompany description attached hereto and made a part hereof.

Basis of Bearings: Grid North, Nevada State Plane Coordinate System, West Zone, North American Datum of 1983 (NAD 83) determined using Real Time Kinematic GPS (RTK GPS) observations of Nevada Department of Transportation (NDOT) Control Monuments 158220X, and NGS Control Monument U316 Reset. The bearing between said points taken as North 01°23'24" East.

Surveyor's Certificate: I hereby certify that the attached description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Richard A. Pedraza
Nevada PLS 21076
For and on behalf of

 **Manhard**
CONSULTING
241 Ridge Street, Suite 400
Reno, Nevada 89501
(775) 746-3500



09/13/2021

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

22nd day of OCTOBER, 20 21

By Emmy Dombrowski Deputy