

**RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:**



KAREN ELLISON, RECORDER

Monte Vista Minden LLC
P.O. Box 489
Minden, Nevada 89423

The undersigned hereby affirm(s) that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

GRANT OF STORM DRAINAGE EASEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MONTE VISTA MINDEN LLC, a Nevada limited liability company**, as "**Grantor**" and owner of that certain real property in the County of Douglas, State of Nevada, described in **Exhibit "C"** attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Servient Property**"), does hereby grant to the Town of Minden, an unincorporated town in the County of Douglas, State of Nevada, as "**Grantee**", a perpetual, non-exclusive, easement in gross over and under certain portions of the Servient Property as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference, and depicted in **Exhibit "B"** attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Easement Area**"). Said easement shall be an interest in land for the following purposes: (i) the construction, installation, use, maintenance, replacement, and repair of drainage facilities, channels, slopes, and related drainage; (ii) drainage, including, without limitation, storm drainage flows and movement of diffused surface water, across the Easement Area; and (iii) a perpetual, appurtenant, non-exclusive easement over and upon the Easement Area for access as may be needed to enjoy the foregoing rights.

Grantee's rights hereunder are subject to the following, all of which Grantee shall be deemed to have agreed to by its use of the rights granted hereunder:

(A) Grantee's covenant, evidenced by Grantee's use of the rights conveyed herein, to maintain in good order and repair any improvements related to the easements granted herein, which maintenance shall be performed so as to avoid any unreasonable interference with Grantor's use and enjoyment of the Servient Property, and which maintenance shall include the obligation to restore to its prior condition any asphalt surface area or native vegetation on the Easement Area damaged in connection with Grantee's activities thereon, but shall not include the obligation to restore any concrete, decorative pavement, or landscaping placed by Grantor upon the Easement Area.

(B) Grantee's covenant, evidenced by Grantee's use of the rights conveyed herein, to defend, protect, indemnify and hold harmless Grantor against any and all damages, losses, expenses, assessments, fines, costs and liabilities (including without limitation, all interest, penalties and attorney's fees) based upon or arising out of any claim of personal injury, property damage, or other claim resulting from Grantee's exercise of its rights hereunder.

(C) Grantor's reservation of the right to alter, modify, replace, remove, or place any item or improvement upon any portion of the Servient Property; provided, however, that at no time shall Grantor undertake any activity in relation to or the construction or modification of any improvement upon the Easement Area in any manner that may impose any additional cost or expense upon Grantee, or otherwise negatively impact Grantee's use of the improvements or facilities constructed and/or installed by Grantor or Grantee upon the Easement Area.

All provisions of this Grant shall be binding upon the successors and assigns of Grantor and Grantee and shall be deemed to run with the Servient Property as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the Servient Property, and to all persons hereafter acquiring or owning any interest therein, however such interest may be obtained.

No breach of any covenant or duty hereunder shall entitle any party to cancel, rescind or otherwise terminate the rights and duties set forth herein, but such limitation shall not affect in any manner any other rights or remedies which may be available to such party at law or in equity.

As used herein and as to each legally subdivided portion of the Servient Property, the term "Grantor" means only a current owner of fee title to such portion of the Servient Property at the time in question. Each Grantor is obligated to perform the obligations of Grantor hereunder only during the time such Grantor owns such title. Any Grantor who transfers all of its interests in a portion of the Servient Property is relieved of all liability with respect to the obligations of Grantor hereunder to be performed as to such portion on or after the date of transfer. Furthermore, no Grantor hereunder shall be liable at any time to any party for any lost profits, special, incidental, punitive, exemplary or consequential damages.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT 'A'
20' STORM DRAINAGE EASEMENT
(OVER LOTS 73, 74 & 75 OF THE VILLAGE AT MONTE VISTA, PHASE 2 AND 3)

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

A twenty-foot (20') wide strip of land located within Lots 73, 74 & 75 of the Final Subdivision Map of The Village at Monte Vista, Phase 2 & 3, filed for Record February 1, 2022, in the office of Recorder, Douglas County, Nevada as Document No. 2022-980600, more particularly described as follows:

BEGINNING at the southerly corner of said Lot 73, said point falling on the westerly line of Delta Downs Drive;

thence along the southerly boundary of said Lots 73, 74 & 75 the following courses:

North 63°25'00" West, 130.87 feet;
North 63°24'18" West, 103.04 feet;
North 04°43'03" West, 23.41 feet;

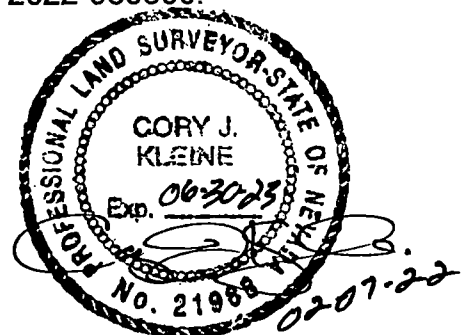
thence along a line running offset 20 feet and parallel with said southerly boundary of Lots 73, 74 & 75 the following courses:

South 63°24'18" East, 115.20 feet;
South 63°25'00" East, 130.87 feet to a point on the east line of said Lot 73 and said westerly line of Delta Downs Drive;

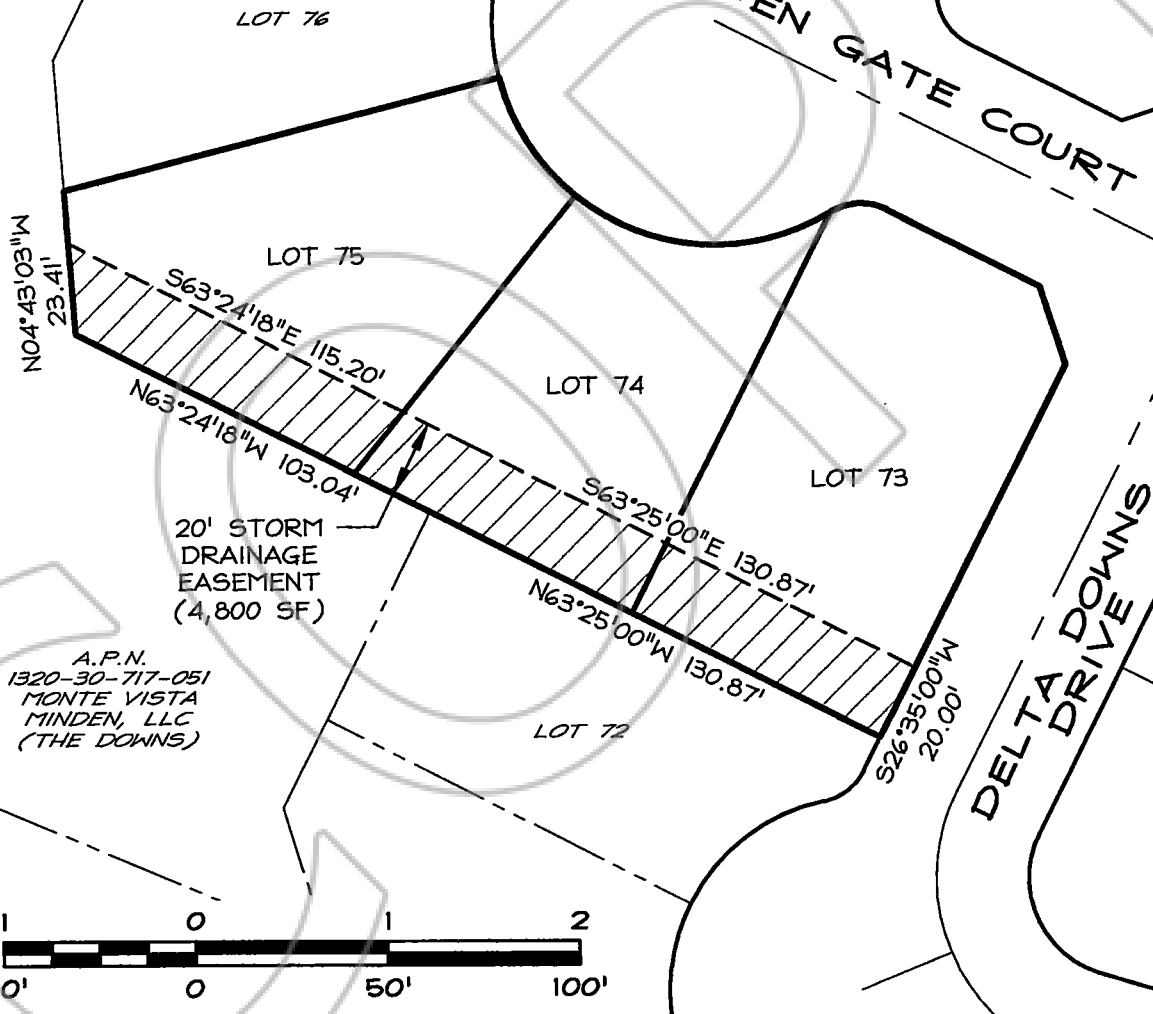
thence along said westerly line of Delta Downs Drive, South 26°35'00" West, 20.00 feet to the **POINT OF BEGINNING**, containing 4,800 square feet, more or less.

The Basis of Bearing of this description is identical to the Final Subdivision Map of The Village at Monte Vista, Phase 2 & 3, filed for Record February 1, 2022, in the office of Recorder, Douglas County, Nevada as Document No. 2022-980600.

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



SCALE: 1" = 50'



RO Anderson
WWW.ROANDERSON.COM

MINDEN
1603 Emerald Ave
P.O. Box 2229
Minden, NV 89423
p 775.782.2322
f 775.782.7084

RENO
9060 Double
Diamond Pkwy, Unit 1B
Reno, NV 89521
p 775.782.2322
f 775.782.7084

EXHIBIT 'B'
20' STORM DRAINAGE EASEMENT
(OVER LOTS 73, 74 & 75 OF THE VILLAGE
AT MONTE VISTA, DOC. NO. 2022-980600)
DOUGLAS COUNTY, NV 02/07/22

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Exhibit "C"
Legal Description of the Servient Property

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

Lots 73, 74 & 75 of the Final Subdivision Map of The Village at Monte Vista, Phase 2 & 3, filed for Record February 1, 2022, in the office of Recorder, Douglas County, Nevada as Document No. 2022-980600.

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