

Recorder's Office Cover Sheet

Recording Requested By:

Name: Jeremy Hutchings

Department: Community Development



SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other specify: _____

Nov. 17, 2022 Item D

FILED

NO. 2023.259
11/01/23
DATE
DOUGLAS COUNTY CLERK
BY AL DEPUTY

302
(county)

Ptn. of APNs: 1320-29-000-014, 1320-29-301-006, 1320-33-213-019, 1320-32-501-021, 1320-32-501-018
Route: Off System
Project: TAP-00005(022)
E.A.: 73996
All of Parcel: Parcel 1, Parcel 2, Parcel 6A, Parcel 6B, Parcel 7, Parcel 8
Surplus No.: REL 21-09
Surplus Parcels: Parcel 1 XS1, Parcel 2 XS1, Parcel 6A XS1, Parcel 6B XS1, Parcel 7 XS1, Parcel 8 XS1

**RESOLUTION CONSENTING TO RELINQUISHMENT
AND LAND TRANSFER AGREEMENT**

WHEREAS, the State of Nevada, Department of Transportation, hereinafter called the Department, desires to relinquish a portion of right-of-way for the Martin Slough Shared Use Path lying within the County of Douglas, State of Nevada, extending from Ironwood Drive to Zerolene Road, a distance of approximately 0.55 miles, said path is delineated and identified as Parcel 1 and Parcel 2 of Document Number 2020-950122, Parcel 6A of Document Number 2021-971271, Parcel 6B of Document Number 20212-968034, Parcel 8 of Document Number 2019-935655, Parcel 7 of Document Number 2020-942960 , filed for record in the Official Records of Douglas County, Nevada, inclusive, attached hereto and made a part hereof; and

WHEREAS, the Board of County Commissioners of the County of Douglas, State of Nevada, desires that the aforesaid portions of said right-of-way be relinquished to the County of Douglas; and

WHEREAS, the County of Douglas has requested the relinquishment of aforesaid right-of-way for the purpose of a shared use path; and

WHEREAS, the County of Douglas has agreed to accept the relinquishment of said right-of-way for the aforesaid shared use path together with any and all revocable leases and licenses entered into between the Department and the adjoining owners for the multiple use of the right-of-way.

NOW THEREFORE be it resolved that the Board of County Commissioners of the County of Douglas, does in consideration of the actions of the Department as set forth herein, hereby consent to the State of Nevada, Department of Transportation, Board of Directors, relinquishing to the County of Douglas, that right-of-way lying within the County of Douglas, State of Nevada, extending from Ironwood Drive to Zerolene Road, a distance of approximately 0.55 miles, said right-of-way is delineated and identified as Parcel 1 and Parcel 2 of Document Number 2020-950122, Parcel 6A of Document Number 2021-971271, Parcel 6B of Document Number 20212-968034, Parcel 8 of Document Number 2019-935655, Parcel 7 of Document Number 2020-942960 , filed for record in the Official Records of Douglas County, Nevada, inclusive, attached hereto and made a part hereof.

The parties acknowledge that no relinquishment can occur until the Department of Transportation, Board of Directors approves of this relinquishment.

IN WITNESS WHEREOF the parties hereto have executed this agreement dated this _____

day of _____ 20__

ATTEST:

Amy Burgans
Amy Burgans Clerk

BOARD OF COUNTY COMMISSIONERS

Mark Gardner
Mark Gardner, Chairman
Wesley Rice
Wesley Rice, Vice Chairman
John Engels
John Engels, Commissioner
Walt Nowosad
Walt Nowosad, Commissioner
Danny Tarkanian
Danny Tarkanian, Commissioner

REVIEWED AND RECOMMENDED BY:

^{DS}
_{CS}
DocuSigned by:
Craig Reynolds
Craig Reynolds, Chief Right-of-Way Agent

APPROVED FOR LEGALITY AND FORM:

DocuSigned by:
Shane Chesney
Shane Chesney, Deputy Attorney General

S
T
A
T
E

S
E
A
L

STATE OF NEVADA acting by and through its
Department of Transportation

DocuSigned by:
Darin Tedford
Darin Tedford, Deputy Director Project Delivery

STATE OF NEVADA
CARSON CITY

On this _____ day of _____, 20__, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, _____ personally known (or proved) to me to be the _____ Director of the Department of Transportation of the State of Nevada who subscribed to the above instrument for the Nevada Department of Transportation under authorization of Nevada Revised Statutes, Chapter 408.205; that he/she affirms that the seal affixed to said instrument is the seal of said Department; and that said instrument was executed for the Nevada Department of Transportation freely and voluntarily and for the uses and purposes therein mentioned.

S
E
A
L

IN WITNESS WHEREOF I have hereunto
set my hand and affixed my official seal the day
and year in this certificate first above written.

DOUGLAS COUNTY, NV **2021-971271**
Rec:\$40.00
\$40.00 Pgs=4 07/22/2021 11:08 AM
FIRST AMERICAN TITLE MINDEN
KAREN ELLISON, RECORDER

513

Portion of A.P.N: 1320-29-000-014

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 6A

GRANT OF EASEMENT

THIS GRANT, made this 25 day of May, 2021,
between ALTON A. ANKER and SUSAN L. ANKER, husband and wife, as joint tenants with
right of survivorship, 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 a shared use path and 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.

[Signature]
Alton A. Anker, Owner

[Signature]
Susan L. Anker, Owner

State of Nevada
County of Douglas

This instrument was acknowledged before me on 5/24/2021
by Alton A. Anker.

S
E
A
L



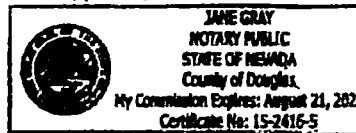
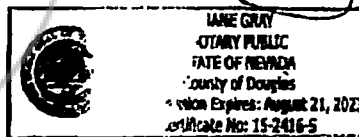
[Signature]
(Signature of notarial officer)

State of Nevada
County of Douglas

This instrument was acknowledged before me on May 25, 2021
by Susan L. Anker.

S
E
A
L

[Signature]
(Signature of notarial officer)



Legal Description verified against
Right-of-Way Plans BD (Agent's Initials)

D21-13

Exhibit "A"
DESCRIPTION
PERMANENT EASEMENT
PARCEL 6A

0110-107
12/23/2020
Page 1 of 2

Martin Slough Shared Use Path
(Over a Portion of A.P.N. 1320-29-000-014 – Alton A. & Susan L. Anker)

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

A strip of land, varying in width, for shared use path purposes and fiber optic facilities located within portions of the Southwest one-quarter (SW1/4) and the Southeast one-quarter (SE1/4) of Section 29, and 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:

COMMENCING at the southeast corner of Parcel 43 shown as Adjusted A.P.N. 1320-29-000-007 on the Record of Survey to Support a Boundary Line Adjustment for Alton A. & Susan L. Anker and Park Cattle Co. filed for record June 28, 2008 in the office of Recorder, Douglas County, Nevada as Document No. 678199, from which the east one-quarter (E1/4) corner of said Section 29 bears North 16°01'47" East, 3595.12 feet;

thence along the easterly boundary of said Parcel 43, North 00°20'20" East, 5.00 feet to station 'MST' 85+43.69, 5.85' Right, the **POINT OF BEGINNING**;

thence along a line offset 5 feet northerly and parallel with the southerly boundary of said Parcel 43, North 89°42'32" West, 467.21 feet to a point on the westerly boundary of said Parcel 43;

thence along said westerly boundary of Parcel 43 the following eight (8) courses:

- North 35°33'10" West, 583.44 feet;
- North 38°50'33" West, 80.14 feet;
- North 28°17'55" West, 131.62 feet;
- North 51°49'55" West, 126.45 feet;
- North 28°17'02" West, 208.95 feet;
- North 22°39'41" West, 218.42 feet;
- North 02°14'26" East, 79.34 feet;
- North 81°13'07" West, 202.36 feet;

thence along the arc of a curve to the right having a radius of 312.00 feet, central angle of 81°26'42", arc length of 443.50 feet, and chord bearing and distance of North 40°29'46" West, 407.09 feet;

thence North 00°13'34" East, 32.91 feet;

thence along the arc of a curve to the left having a radius of 32.50 feet, central angle of 87°17'49", arc length of 49.52 feet, and chord bearing and distance of North 43°25'20" West, 44.87 feet;

thence North 87°04'15" West, 29.03 feet to a point on said westerly boundary of Parcel 43;

thence along said westerly boundary, along the arc of curve to the left, non-tangent to the preceding course, having a radius of 613.00 feet, central angle of 02°20'37", arc length of 25.07 feet, and chord bearing and distance of North 07°14'35" East, 25.07 feet;

thence South 87°04'15" East, 27.15 feet;

thence along the arc of a curve to the right having a radius of 57.50 feet, central angle of 87°17'49", arc length of 87.61 feet, and chord bearing and distance of South 43°25'20" East, 79.38 feet;

thence South 00°13'34" West, 32.91 feet;

thence along the arc of a curve to the left having a radius of 287.00 feet, central angle of 81°26'42", arc length of 407.97 feet, and chord bearing and distance of South 40°29'48" East, 374.47 feet;

thence South 81°13'07" East, 260.39 feet;

thence South 00°36'53" East, 93.63 feet;

thence South 22°36'10" East, 154.01 feet;

thence South 29°45'13" East, 87.77 feet;

thence South 22°08'37" East, 70.11 feet;

thence South 26°34'44" East, 113.06 feet;

thence South 30°57'11" East, 221.56 feet;

thence along the arc of a curve to the left having a radius of 987.50 feet, central angle of 04°35'59", arc length of 79.28 feet, and chord bearing and distance of South 33°15'10" East, 79.28 feet;

thence South 35°33'10" East, 534.28 feet;

thence South 58°51'24" East, 44.24 feet;

thence along a line offset 25 feet northerly and parallel with said southerly boundary of Parcel 43, South 89°42'32" East, 450.84 feet to a point on the easterly boundary of said Parcel 43;

thence along said easterly boundary of Parcel 43, South 00°20'20" West, 20.00 feet to the POINT OF BEGINNING, containing 70,587 square feet, or 1.62 acres, more or less.

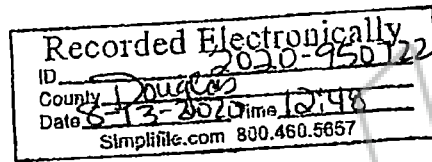
The Basis of Bearing of this description is identical to that Record of Survey to Support a Boundary Line Adjustment for Alton A. & Susan L. Anker and Park Cattle Co. filed for record June 28, 2006 in the office of Recorder, Douglas County, Nevada as Document No. 678199.

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



513

Portion of A.P.N: 1320-29-301-006



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

Parcels: Parcel 1
Parcel 2

143-2473357A Mk GRANT OF EASEMENT

THIS GRANT, made this 21st day of May, 2020,
between The Dean Seeman Foundation, 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 a shared use path and 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.

The Dean Seeman Foundation

Judy S. Keele
Judy S. Keele, President

Michael Gilbert
Michael Gilbert, Treasurer

State of Nevada
County of Douglas

This instrument was acknowledged before me on May 21, 2020 by Judy S. Keele as President of The Dean Seeman Foundation.

S
E
A
L



Mary E. Baldecchi
(Signature of notarial officer)

State of Nevada
County of Douglas

This instrument was acknowledged before me on May 21, 2020 by Michael Gilbert as Treasurer of The Dean Seeman Foundation.

S
E
A
L



Mary E. Baldecchi
(Signature of notarial officer)

D19-26
Legal Description verified against
Right-of-Way Plans BD (Agent's Initials)

Exhibit "A"

0110-107
03/21/18
Page 1 of 3

DESCRIPTION
PERMANENT EASEMENT
Martin Slough Shared Use Path
(Over Portion A.P.N. 1320-29-301-006 The Dean Seeman Foundation)

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

A twenty-five foot wide (25') strip of land for shared use path purposes and fiber optic facilities located within a portion of the Southwest one-quarter (SW1/4) of Section 29, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, more particularly described as follows:

COMMENCING at the 5/8" rebar with cap, PLS 17616 located at the southwesterly corner of Parcel A as shown on the Record of Survey in Support of a Boundary Line Adjustment for Douglas County and Judy Keele, Trustee of The First Amended Dean Seeman Trust Agreement filed for record November 30, 2011 in said office of Recorder as Document No. 793412, said point also being the southeasterly corner of Ironwood Drive as shown on Final Subdivision Map PD 03-007 for Minden Village filed for record May 7, 2004 in the office of Recorder, Douglas County, Nevada as Document No. 612540 from which the 5/8" rebar with aluminum cap, PLS 3209 being the west 1/4 corner of said Section 29 bears North 00°56'32" East, 455.99 feet;
thence along the easterly line of said Ironwood Drive and the easterly boundary of Lot 2 as shown on said Final Subdivision Map, North 00°56'32" East, 108.42 feet to station 'MST' 06+38.14, 12.50' RT., the POINT OF BEGINNING;

thence continuing along said easterly boundary of Lot 2, North 00°56'32" East, 27.89 feet;
thence South 62°43'33" East, 52.74 feet;
thence along the arc of a curve to the right having a radius of 37.50 feet, central angle of 87°34'01", arc length of 57.31 feet, and chord bearing and distance of South 18°56'32" East, 51.90 feet;
thence South 24°50'28" West, 79.86 feet;
thence along the arc of a curve to the left having a radius of 12.50 feet, central angle of 23°53'56", arc length of 5.21 feet, and chord bearing and distance of South 12°53'30" West, 5.18 feet;
thence South 00°56'32" West, 0.14 feet, more or less, to the southerly boundary of said Parcel A;
thence along said southerly boundary of Parcel A, along the arc of a non-tangent curve to the right having a radius of 940.00 feet, central angle of 01°34'14", arc length of 25.77 feet, and chord bearing and distance of North 65°12'15" West, 25.76 feet;

0110-107

03/21/18

Page 2 of 3

thence along the arc of a non-tangent curve to the right having a radius of 37.50 feet, central angle of $07^{\circ}59'24''$, arc length of 5.23 feet, and chord bearing and distance of North $20^{\circ}50'46''$ East, 5.23 feet;

thence North $24^{\circ}50'28''$ East, 79.86 feet;

thence along the arc of a curve to the left having a radius of 12.50 feet, central angle of $87^{\circ}34'01''$, arc length of 19.10 feet, and chord bearing and distance of North $18^{\circ}56'32''$ West, 17.30 feet;

thence North $62^{\circ}43'33''$ West, 40.36 feet, more or less, to the POINT OF BEGINNING, containing 4,248 square feet (0.10 acres), more or less.

TOGETHER WITH a twenty-foot wide (20') strip of land for fiber optic facilities located within a portion of the Southwest one-quarter (SW1/4) of Section 29, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, more particularly described as follows:

BEGINNING at station 'MST' 07+99.31, 21.15' RT., said point being a $5/8''$ rebar with cap, PLS 17616 located at the southwesterly corner of Parcel A as shown on the Record of Survey in Support of a Boundary Line Adjustment for Douglas County and Judy Keele, Trustee of The First Amended Dean Seeman Trust Agreement filed for record November 30, 2011 in said office of Recorder as Document No. 793412, from which the $5/8''$ rebar with aluminum cap, PLS 3209 being the west 1/4 corner of said Section 29 bears North $00^{\circ}56'32''$ East, 455.99 feet;

thence along the easterly line of said Ironwood Drive and the easterly boundary of Lot 2 as shown on Final Subdivision Map PD 03-007 for Minden Village filed for record May 7, 2004 in the office of Recorder, Douglas County, Nevada as Document No. 612540, also being the westerly boundary of said Parcel A, North $00^{\circ}56'32''$ East, 108.42 feet;

thence South $62^{\circ}43'33''$ East, 22.32 feet;

thence South $00^{\circ}56'32''$ West, 74.06 feet;

thence South $24^{\circ}50'28''$ West, 25.41 feet;

thence along the arc of a curve to the left having a radius of 37.50 feet; central angle of $07^{\circ}59'24''$, arc length of 5.23 feet, and chord bearing and distance of South $20^{\circ}50'46''$ West, 5.23 feet, more or less, to the southerly boundary of said Parcel A;

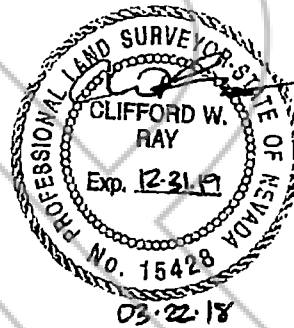
thence along said southerly boundary of Parcel A, along the arc of a non-tangent curve to the right having a radius of 940.00 feet, central angle of $00^{\circ}31'58''$, arc length of 8.74 feet, and chord bearing and distance of North $64^{\circ}09'10''$ West, 8.74 feet to the POINT OF BEGINNING, containing 1,954 square feet (0.04 acres), more or less.

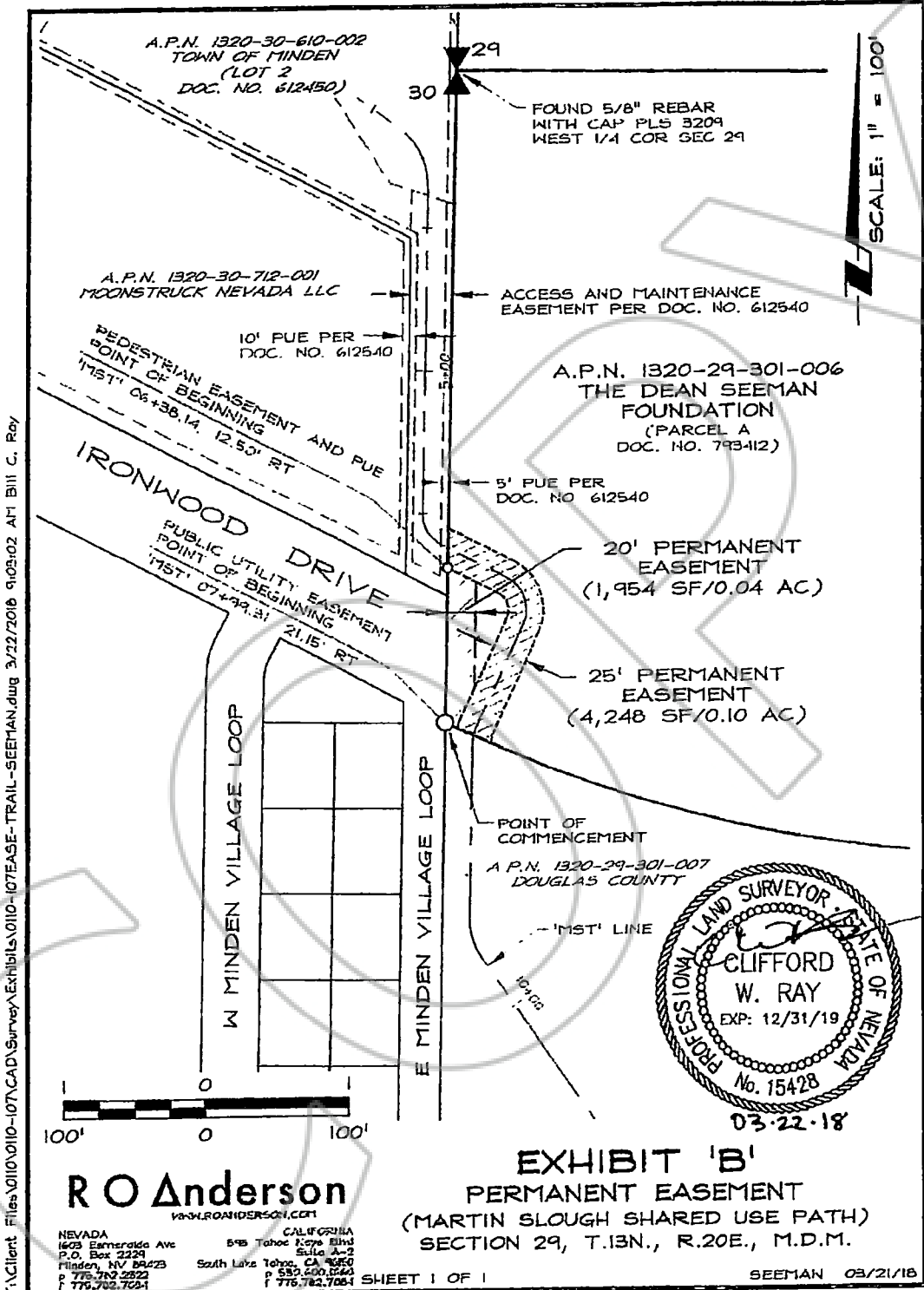
As shown and delineated on Exhibit 'B' attached hereto and made a part hereof.

0110-107
03/21/18
Page 3 of 3

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





Y:\Client Files\0110\0110-107\CAD\Survey\Exhibits\0110-107EASE-TRAIL-SEEMAN.dwg 3/22/2016 9:05:02 AM Bill C. Ray

R O Anderson
 v-a-w.roanderson.com
 NEVADA
 1603 Emerald Ave
 P.O. Box 2224
 Minden, NV 89423
 p 775-782-2222
 f 775-782-7024

EXHIBIT 'B'
PERMANENT EASEMENT
 (MARTIN SLOUGH SHARED USE PATH)
 SECTION 29, T.13N., R.20E., M.D.M.

PROFESSIONAL LAND SURVEYOR
 STATE OF NEVADA
 CLIFFORD W. RAY
 EXP: 12/31/19
 No. 15428
 03-22-18

SHEET 1 OF 1

SEEMAN 03/21/18

DOUGLAS COUNTY, NV 2019-935655
Rec: \$0.00
\$0.00 Pgs=3 09/26/2019 11:48 AM
FIRST AMERICAN TITLE MINDEN
KAREN ELLISON, RECORDER

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. This 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.

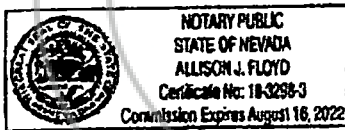
State of Nevada
County of Douglas

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
E
A
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



513

Portion of A.P.N: 1320-32-501-021

Recorded Electronically	
ID	2020-942960
County	Clark
Date	02/26/2020 Time
Simplifile.com 800.460.5657	

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 7

GRANT OF EASEMENT

THIS GRANT, made this 15 day of August, 2019
between PARK RANCH HOLDINGS, LLC, a Nevada 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 a shared use path and 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.

PARK RANCH HOLDINGS, LLC,
a Nevada limited liability company

David Park

David Park, Manager

W Bruce Park

W. Bruce Park, Manager

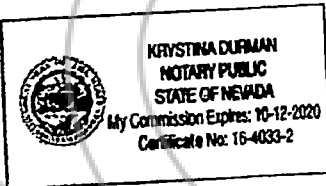
If signer shall be a corporation trust partnership or other unnatural person, an authorized person must sign on behalf of the signer. The agreement must be executed by the person approved by the bylaws, articles or a certified stamped copy of a resolution of the board of directors as provided with the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

State of Nevada

County of Douglas

This instrument was acknowledged before me on 15 August 2019 by David Park as Manager of PARK RANCH HOLDINGS, LLC, a Nevada limited liability company.

S
E
A
L



Krystina Durman
(Signature of notarial officer)

State of Nevada

County of Carson City

This instrument was acknowledged before me on August 16, 2019 by W. Bruce Park as Manager of PARK RANCH HOLDINGS, LLC, a Nevada limited liability company.

S
E
A
L



Sonja Fischer
(Signature of notarial officer)

D19-28
Legal Description verified against
Right-of-Way Plans BD (Agent's Initials)

0110-107
06/13/19

Exhibit "A"

**DESCRIPTION
PERMANENT EASEMENT
PARCEL 7**

**Martin Slough Shared Use Path
(Over a Portion of A.P.N. 1320-32-501-021 - Park Ranch Holdings, 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 shared use path purposes and fiber optic facilities 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:

COMMENCING at 5/8" rebar with cap, PLS 11172 located at the southeasterly corner of Parcel 43 shown as Adjusted A.P.N. 1320-29-000-007 on the Record of Survey to Support a Boundary Line Adjustment for Alton A. & Susan L. Anker and Park Cattle Co. filed for record June 28, 2006 in the office of Recorder, Douglas County, Nevada as Document No. 678199 from which the monument in well, RLS 5665 being the east 1/4 of said Section 29 bears North 16°01'47" East, 3595.12 feet;

thence along the easterly boundary of said Parcel 43, to North 00°20'20" East, 5.00 feet to station 'MST' 85+43.69, 5.85' RT., the **POINT OF BEGINNING**;

thence continuing along said easterly boundary of Parcel 43, also being the westerly boundary of Parcel 1 as shown on the Map of Division into Large Parcels for Edgewood Companies filed for record June 15, 2009 in said office of Recorder as Document No. 745140, North 00°20'20" East, 20.00 feet;

thence South 89°42'32" East, 25.00 feet;

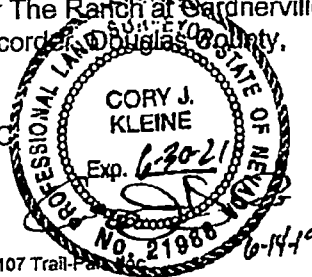
thence South 00°20'20" West, 20.00 feet;

thence along the northerly line of Zerolene Road, North 89°42'55" West, 25.00 feet to the **POINT OF BEGINNING**, containing 500 square feet (0.01 acres), more or less.

As shown and delineated on Exhibit '8' 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



DOUGLAS COUNTY, NV . 2021-968034
Rec:\$40.00
\$40.00 Pgs=4 05/25/2021 10:50 AM
FIRST AMERICAN TITLE MINDEN
KAREN ELLISON, RECORDER

513

Portion of A.P.N: 1320-32-501-018

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 6B

GRANT OF EASEMENT

THIS GRANT, made this 8 day of April, 2021,
between WILLOW STAY RANCH II, LLC, a Nevada 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 a shared use path and 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.

WILLOW STAY RANCH II, LLC, a Nevada Limited Liability Company

[Signature]
Alton A. Anker, Manager

[Signature]
Susan L. Anker, Manager

State of Nevada
County of Lyon

This instrument was acknowledged before me on March 20, 2021
by Alton A. Anker as Manager of WILLOW STAY RANCH II, LLC, a Nevada Limited Liability Company.

S
E
A
L

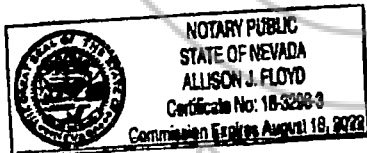


[Signature]
(Signature of notarial officer)

State of Nevada
County of Douglas

This instrument was acknowledged before me on April 8, 2021
by Susan L. Anker as Manager of WILLOW STAY RANCH II, LLC, a Nevada Limited Liability Company.

S
E
A
L



[Signature]
(Signature of notarial officer)

D21-08
Legal Description verified against
Right-of-Way Plans SD (Agent's Initials)

0110-107
12/23/202
Page 1 of 2

Exhibit "A"
DESCRIPTION
PERMANENT EASEMENT
PARCEL 6B
Martin Slough Shared Use Path
(Over a Portion of A.P.N. 1320-32-501-018 – Willow Stay Ranch II, LLC)

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

A strip of land, varying in width, for shared use path purposes and fiber optic facilities 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:

COMMENCING at a 5/8" rebar with plastic cap, PLS 11172, being the southeast corner of Parcel 42 shown as Adjusted A.P.N. 1320-29-000-006 on the Record of Survey to Support a Boundary Line Adjustment for Alton A. & Susan L. Anker and Park Cattle Co. filed for record June 28, 2008 in the office of Recorder, Douglas County, Nevada as Document No. 678199, from which the east one-quarter (E1/4) corner of Section 29 bears North 22°52'05" East, 3,747.53 feet;

thence along the easterly boundary of said Parcel 42, North 35°33'10" West, 6.17 feet to station 'MST' 8+89.36, 12.50' Right, the **POINT OF BEGINNING**;

thence along a line offset 5 feet northerly and parallel with the southerly boundary of said Parcel 42, North 89°42'32" West, 21.59 feet;

thence North 35°33'10" West, 568.88 feet;

thence along the arc of a curve to the right having a radius of 1,012.50 feet, central angle of 04°35'59", arc length of 81.28 feet, and chord bearing and distance of North 33°15'10" West, 81.26 feet;

thence North 30°57'11" West, 173.99 feet to a point on the northerly boundary of said Parcel 42;

thence along the easterly boundary of said Parcel 42 the following four (4) courses:

South 51°49'55" East, 43.90 feet;

South 28°17'55" East, 131.62 feet;

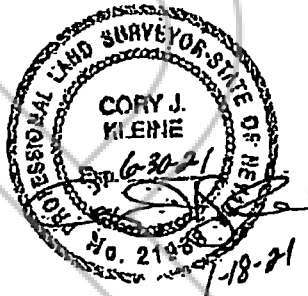
South 38°50'33" East, 80.14 feet;

South 35°33'10" East, 583.44 feet to the **POINT OF BEGINNING**,
containing 13,206 square feet, more or less.

0110-107
08/25/20
Page 2 of 2

The Basis of Bearing of this description is identical to that Record of Survey to Support a Boundary Line Adjustment for Alton A. & Susan L. Anker and Park Cattle Co. filed for record June 28, 2006 in the office of Recorder, Douglas County, Nevada as Document No. 678199.

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





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

8 day of November, 20 23

By *Lynne Lane* Deputy