RPTT: None; exempt under NRS 375.090(2) (a transfer of title to Washoe County)

Portions of APN 044-320-52 and -53

When recorded, return to:
Washoe County Engineering Division
P.O. Box 11130
Reno, NV 89520
Attn: Joaquin Tabbada
AB15-005

Mail tax statement to Washoe County

<u> </u>		D 1
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Under NRS 244.279, the County's Board of County Commissioners has the authority to receive, by donation, any property for the County's use and benefit.

Grantor owns the property at Washoe County Assessor's Parcel Numbers 044-320-53 and 044-320-52.

Grantor wants to donate to the County contiguous portions of Washoe County Assessor's Parcel Numbers 044-320-53 and 044-320-52 (the "Property"), which contain a street commonly known as Zolezzi Lane. The Property is further described and depicted in this deed's Exhibits A and B, respectively.

The street within the Property has been constructed, inspected, and meets current County standards.

The County finds that accepting the Property is in the public's best interest.

Therefore, the parties agree as follows:

Grantor does by these presents remise, release, and forever Quitclaim unto the County, and to the County's survivor, heirs, and assigns forever, all the right title and interest of Grantor in and to the Property, which is situated and being in the County of Washoe, State of Nevada, and described in Exhibit A and depicted in Exhibit B to this deed.

To have and to hold, all and singular the premises, together with the tenements hereditaments, and appurtenances thereunto belonging, or in any way appertaining, and the rents, issues, and profits thereof unto the County and its successors and assigns. Grantor reserves and excepts, however, from the conveyance of the Property all water rights appurtenant thereto.

In witness whereof, Grantor has executed this conveyance the day and year first written above.

MK-III HOLDINGS, LLC,					
a Nevada limited liability con	npany				
Market	<u></u>				
George Martin Karadanis, M	anager				
Sualk					
William Marhew Karadanis, I	Manager				
0					
STATE OF NEVADA)				
)SS				
COUNTY OF WASHOE)				
	,				
This instrument was acknow	ledged before me	on (april.	19	20 18 by
George Martin Karadanis and	-				
		raradams, as	i iaiiagei s	01111111111	10LD11105,
LLC, a Nevada limited liabilit	y company.	CONTRACTOR OF THE PARTY OF THE	000000000000000000	30000000000000000	
		Control of the Contro	DIANE		8
		N		State of Nevada	
		S Hill Carlotter Ed	County of	Washoe .	8 2

Marsha Berkbigler, Chair					
Washoe County Commission	on				
STATE OF NEVADA))SS				
COUNTY OF WASHOE)				
On this day of		, 20	,		, personall
appeared before me, a Nota instrument for the purpose	-		vledged to m	ne that he/she	e executed the abov

EXHIBIT "A"

DESCRIPTION

A parcel of land situate within the southeast one-quarter of Section 17 and the northeast one-quarter of Section 20, T18N, R20E, MDM, Washoe County, Nevada, more particularly described as follows:

Beginning at a point on the north line of Zolezzi Lane, said point being the southwest corner of that parcel of land as described in deed recorded September 24, 2014, as Document No. 4394858, and also being the southwest corner of that "Parcel to be merged with APN 044-320-17" as described in that Resolution and Order of Abandonment recorded on August 9, 2006 as Document No. 3423793; all in the Official Records of Washoe County, Nevada; thence along said northerly line of Zolezzi Lane the following two (2) courses and distances: on the arc of a 831.81 foot radius curve to the right from a tangent bearing S 67°25'01" E (Record calculated S 67°26'12" E per Document No. 3423793) through a central angle of 5°57'06" a distance of 86.41 feet to a point of reverse curvature;

on the arc of a 526.00 foot radius curve to the left through a central angle of 8°24'48" a distance of 77.24 feet;

thence along the arc of an 841.00 foot radius curve to the left from a tangent bearing N 56°12'53" W through a central angle of 11°27'37" a distance of 168.22 feet to a point on the westerly line of said parcel of land per Document No. 4394858;

thence along said westerly line S 00°09'26" W (Record calculated S 00°09'31" W per Document No. 3423793), 9.93 feet to the point of beginning.

Containing 1,288 square feet, more or less.

Basis of bearings is the Nevada State Plane Coordinate System, West Zone Grid, NAD83/94.

SURVEYOR

SURVEYOR

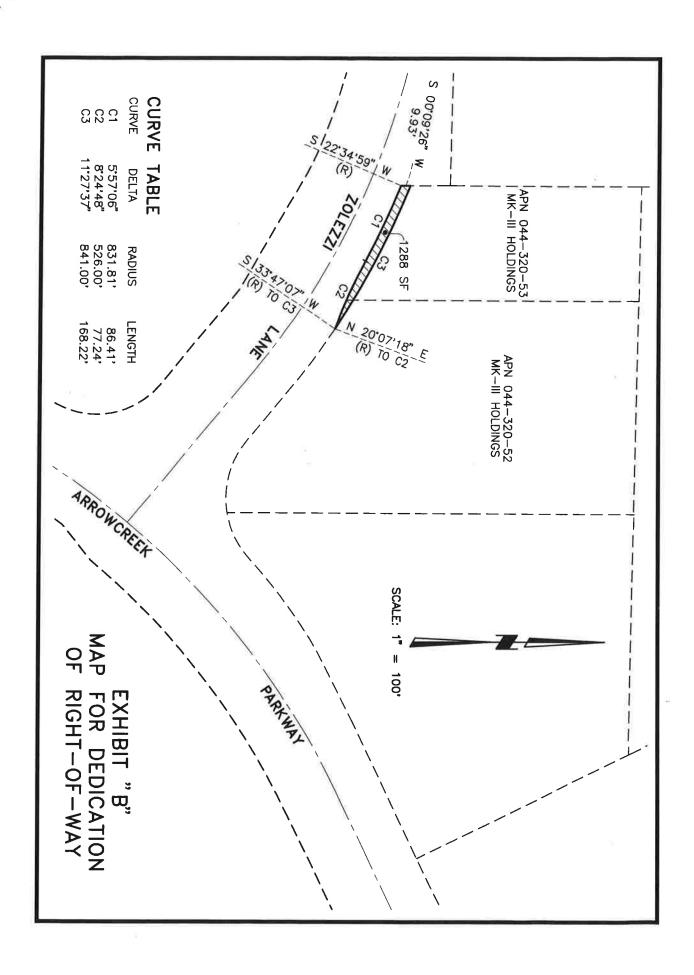
FONG

FONG

Exp: 6-30-19

No. 4043

C and M Engineering 5488 Reno Corporate Drive, Suite 200B Reno, NV 89511



Portion APN: 044-320-52 & 53

When Recorded, Return to Grantee:
Washoe County Community Services Department
1001 East Ninth Street
Reno, NV 89520
Attn: Joaquin Tabbada
AB15-005

Notice: Per NRS 239B.030, this document does not contain any personal information as defined in NRS 603A.040

EASEMENT DEED

GRANT OF TRAFFIC CONTROL SIGNAGE AND PLOWED SNOW STORAGE EASEMENT

This grant of traffic control signage and plowed snow storage easement ("Grant of Easement") is dated ________, 2018, and is between MK-III HOLDINGS, LLC, a Nevada limited liability company, ("Grantor"), and the COUNTY OF WASHOE, a political subdivision of the State of Nevada, ("Grantee").

In exchange for \$1.00, Grantor hereby grants to Grantee and its successors and assigns a permanent, non-exclusive traffic control signage and plowed snow storage easement and right of way for ingress and egress to construct, alter, maintain, inspect, repair and reconstruct traffic control signage and store plowed snow within said easement over, across, upon, under and through that portion of the Grantor's property more fully described and shown on **Exhibit A** to this Easement Deed (the "**Easement Property**"). This Grant of Easement also includes the right of Grantee to remove trees, bushes, undergrowth, fences and other obstructions that interfere with the location construction, reconstruction, operation, maintenance, alteration, and repair of the traffic control signage and storage of plowed snow.

This Grant of Easement is granted and accepted upon the following warranties, representations, terms and conditions:

- 1. Purpose of Easement. The purpose of this Grant of Easement is to permit Grantee to construct, reconstruct, alter, inspect, repair, and maintain traffic control signage and to store plowed snow located within the Easement Property to provide traffic control and snow plowing services. This Grant of Easement is an easement in gross and shall burden and run with the land described on Exhibit A and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, subject to the terms and conditions hereof.
- 2. <u>Warranties, reservations and obligations of Grantor.</u> Grantor states the following:
- a. <u>Title to Grantor's Property</u>. Grantor holds title to the Grantor's property and the Easement Property by grant, bargain, and sale deed. There are no prior encumbrances, liens,

restrictions, covenants, or conditions applicable to the Easement Property that will frustrate or make impossible the purposes of this Grant of Easement. Grantor has full power and authority to sell and convey the Easement Property to Grantee and to enter into and perform its obligations pursuant the Grant of Easement.

- b. <u>Authority</u>. The persons signing this Easement Deed and other instruments required hereunder on behalf of the Grantor are duly authorized to so sign and have the full power and authority to bind Grantor.
- c. <u>Defects.</u> Grantor has no knowledge of any defects or conditions of the Easement Property or Grantor's Property that would impair Grantee's ability to enjoy the use and purpose of this Grant of Easement.
- d. <u>Further Encumbrances</u>. Grantor will not grant any deeds of trust, liens, easements, licenses, or other encumbrances on the Easement Property or Grantor's property that would impair Grantee's ability to enjoy the use of this Grant of Easement.
- e. <u>Legal Access</u>. Legal and sufficient access to this Grant of Easement exists through either the access easement granted hereunder, or another easement transferred to Grantee, or from a public road.
- f. <u>Prescriptive Easement</u>. Grantor is not aware of any conditions or circumstances that could give rise to a right of prescriptive easement or use on Grantor's property or the Easement Property.
- g. <u>Contracts or Leases</u>. There are no leases, rental contracts, billboard contracts, employment contracts, management, maintenance, services, or supplies that affect any portion of the Easement Property or right of way.
- h. <u>Pending Litigation</u>. Grantor is not aware of any pending or threatened litigation or regulatory actions regarding the Easement Property and the Easement Property is not subject to any foreclosure or deed in lieu of foreclosure.
- 3. <u>Indemnification</u>. Grantor agrees to hold harmless and indemnify the Grantee from any loss or liability, financial or otherwise resulting from any removal of concrete, asphalt concrete, landscaping, fencing or other obstructions caused by performance of the work under this easement.
- 4. <u>Compliance with Applicable Laws</u>. Grantee will conduct all activities on and within the Easement Property in full and complete compliance with all local, state, and federal laws, statutes, rules, and regulations. Without limiting the generality of the foregoing, Grantee shall be solely responsible for obtaining, at its sole cost and expense, all permits, consents, and authorizations from any governmental agency having oversight authority over Grantee's activities hereunder.
- 5. No Unreasonable Interference. Grantor, its successors, or assigns, shall be permitted to use of the Easement Property for any purpose they want, so long as they do not interfere with Grantee's permitted use of the Easement Property and no buildings or structures are erected on the Easement Property. Grantee shall not be responsible for damage to, or replacement of, any improvements, fixtures, landscaping, trees, bushes, pavers, undergrowth, fences or any other obstructions installed, constructed, or placed within, under, or upon the Easement Property after installation, construction, operation and maintenance of the traffic control signage or placement of the plowed snow by Washoe County or its agents.

Reimbursement for Breach. Each party shall reimburse the other party for all reasonable expenses, damages, and costs incurred by the injured party as a result of either party's breach of any covenant set forth in this Grant of Easement.

This Grant of Easement and the terms it contains shall be binding upon, and shall inure to, the benefit of Grantor and Grantee, and the successors and assigns of Grantor and Grantee, and all rights granted may be assigned.

To have and to hold all and singular the said premises, granted together with the appurtenances, unto said Grantee their successors, agents contractors, licensees, and assigns forever.

IN WITNESS WHEREOF, the Grantor hereto has executed this Grant of Easement the day and year first above written.

GRANTOR:

MK-III HOLDINGS, LLC,

a Nevada limited liability company

My App. Expires Oct. 1, 2019

	George Martin Karadanis, Manager William Mathew Karadanis, Manager
STATE OF NEVADA))SS
COUNTY OF WASHOE)
liability company, personally	, 2018, George Martin Karadanis and as Managers of MK-III HOLDINGS, LLC, a Nevada limited appeared before me, a Notary Public, and acknowledged to me that ament for the purpose therein mentioned.
Diane Har	DIANE HANKS Notary Public State of Nevada County of Washoe APPT. NO. 03-84398-2

GRANTEE:
WASHOE COUNTY, a political subdivision of the State of Nevada
By: Marsha Berkbigler, Chair Washoe County Commission
STATE OF NEVADA))SS COUNTY OF WASHOE)
On this day of, 20,, personally appeared before me, a Notary Public, and acknowledged to me that he/she executed the above instrument for the purpose therein mentioned.
NOTARY PUBLIC

EXHIBIT "A"

DESCRIPTION EASEMENT

An easement situate within the southeast one-quarter of Section 17 and the northeast one-quarter of Section 20, T18N, R20E, MDM, Washoe County, Nevada, more particularly described as follows:

Beginning at a point on the north line of Zolezzi Lane; said point also being the northwest corner of that parcel of land dedicated to Washoe County by Quitclaim Deed recorded on 2018 as Document No. ___, Official Records of Washoe County, Nevada; thence along the northerly line of said dedicated parcel, and Zolezzi Lane, on the arc of an 841.00 foot radius curve to the right from a tangent bearing S 67°40'30" E through a central angle of 11°27'37" a distance of 168.22 feet to the most westerly corner of that parcel of land abandoned by Washoe County per that Resolution and Order of Abandonment recorded on April 20, 2018 as Document No. 4806252, Official Records of Washoe County, Nevada; thence along the north line of said abandoned parcel of land on the arc of a 526.00 foot radius curve to the left from a tangent bearing S 69°52'42" E through a central angle of 03°47'34" a distance of 34.82 feet to a point on the northeasterly line of that easement reserved on said abandoned parcel of land; thence along a line lying ten (10) feet northeasterly of said dedicated parcel, and Zolezzi Lane, on the arc of an 851.00 foot radius curve to the left from a tangent bearing N 53°57'22" W through a central angle of 13°59'35" a distance of 207.83 feet to a point on the west line of that parcel of land as described in deed recorded September 24, 2014, as Document No. 4394858, Official Records of Washoe County, Nevada; thence along said west line S 00°09'26" W, 10.79 feet to the point of beginning. Containing 1,891 square feet, more or less.

Basis of bearings is the Nevada State Plane Coordinate System, West Zone Grid, NAD83/94.

GEORGE FONG PA 4/20/18

Exp: 6-30-19

No. 40 4 3

C and M Engineering 5488 Reno Corporate Drive, Suite 200B Reno, NV 89511

