

DEED OF EASEMENT

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THIS INDENTURE, made this 30th day of July, 1977. by and between B-NEVA, INC., a Nevada corporation, party of the first part, and ROUND HILL GENERAL IMPROVEMENT DISTRICT, an NRS 318.010 et seq., municipal corporation, State of Nevada, party of the second part;

W I T N E S S E T H:

That the party of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States of America, to it in hand paid by the said party of the second part, together with other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents GRANT, BARGAIN, SELL, CONVEY and CONFIRM unto said party of the second part, and to its assigns, successors in interest, and transferees forever, an easement in fee respecting all that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, more particularly described as follows, to-wit:

The following described easements:

Parcel 1

Commencing at a survey monument at the most westerly end of Devaux Lane as shown on Sheet 2 of Round Hill Village No. 3, a portion of Section 15 T13N R18E M.D.B.&M., as filed with the County Clerk of the County of Douglas; thence N 21° 25' 00" W, 29.25 feet to the point of true beginning, a parcel of land being a strip of land approximately 25 feet equally divided on the following described approximate centerline; thence from the true point of beginning N 20° W a distance of 360 feet; thence a curve to the right with a radius of 480 feet, central angle 40° and an arc distance of 330 feet to a tangent bearing N 20° E a distance of 350 feet; thence a curve to the right with a radius of 630 feet, a central angle of 47° 30' and an arc distance of 500 feet; thence to a point of intersection and beginning of a tangent bearing N 68° E a distance of 190 feet; thence a curve to the left with a radius of 270 feet; central angle of 43°, arc distance of 200 feet; thence a tangent bearing N 32° E a distance of 260 feet; thence a curve to the right with a radius of 700 feet, a central angle of 40° and an arc distance of 475 feet; thence a tangent bearing N 74° E a distance of 340 feet; thence a curve to the right having a radius of

1 210 feet; central angle of 51 feet, and arc dis-
2 tance of 200 feet; thence a tangent bearing S
3 57° E a distance of 200 feet to the point of end-
4 ing which bears N 54° 19' 27" E a distance of
5 30.70 feet from a survey monument at the most
6 northerly end of Paiute Drive as shown on Sheet
7 2 of Round Hill Village No. 4 as filed with the
8 County Clerk of the County of Douglas, said parcel
9 comprising approximately 4.2 acres.

6 Parcel 2

7 Commencing at the point of intersection following
8 the 500 foot arc distance described in Parcel 1;
9 thence N 22° W a distance of 25 feet to the point
10 of true beginning, a parcel of land 30 feet each
11 side of the following described approximate center-
12 line from the true point of beginning a curve to
13 the right having a radius of 150 feet a central
14 angle of 53° an arc distance of 150 feet; thence
15 a compound curve to the left having a radius of
16 730 feet, a central angle of 32°, an arc distance
17 of 400 feet; thence a curve to the left having a
18 radius of 350 feet, a central angle of 43°, an arc
19 distance of 300 feet; thence normal to said curve
20 N 43° 30' E a distance of 170 feet; thence a curve
21 to the right having a radius of 600 feet, a central
22 angle of 23° and an arc distance of 400 feet;
23 thence a tangent bearing N 78° E a distance of
24 160 feet; thence a curve to the left having a
25 radius of 370 feet, a central angle of 82° and an
26 arc distance of 650 feet; thence a tangent bear-
27 ing N 22° W a distance of 260 feet; thence a com-
28 pound curve to the right having a radius of 350
29 feet, a central angle of 46° and an arc distance
30 of 300 feet and having a radius of 260 feet, a
31 central angle of 95° and an arc distance of 425
32 feet; thence a tangent bearing S 58° 30' E a dis-
tance of 390 feet; thence a curve to the left hav-
ing a radius of 430 feet, a central angle of 49°
and an arc distance of 225 feet to a point of inter-
section; thence an arc of 175 feet along the same
radius of curvature to a tangent bearing N 69° E,
80 feet; thence a curve to the right having a rad-
ius of 310 feet, a central angle of 90° and an arc
distance of 500 feet; thence a tangent S 38° E a
distance of 270 feet; thence a curve to the left
having a radius of 370 feet, a central angle of
19° and an arc distance of 135 feet; thence a tan-
gent bearing S 52° 30' E a distance of 150 feet;
thence a curve to the right having a radius of
600 feet; a central angle of 44° and an arc dis-
tance of 450 feet; thence a tangent bearing S 10°
E a distance of 270 feet; thence a curve to the
right having a radius of 270 feet, a central angle
of 90° and an arc distance of 475 feet; thence a
tangent bearing N 90° W a distance of 40 feet;
thence a curve to the left having a radius of 150
feet, a central angle of 135° 30' and an arc dis-
tance of 325 feet; thence a tangent bearing S 62° E
a distance of 155 feet; thence a curve to the left
having a radius of 150 feet, a central angle of
52° and an arc distance of 125 feet; thence a tangent

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1 bearing N 60° E a distance of 50 feet; thence a
2 curve to the right having a radius of 150 feet,
3 a central angle of 128° and an arc distance of
4 400 feet; thence a tangent bearing S 12° W a
5 distance of 240 feet to a point on the center-
6 line of Elks Point Road, the point of true ending,
7 said point being at the northerly end of a curve
8 to the left which begins at a survey monument of
9 the intersection of Elks Point Road and Seminole
10 Way, Round Hill Village No. 4, said curve having
11 a radius of 300 feet, a central angle of 10° 22'
12 11" and an arc distance of 54.30 feet, said parcel
13 comprising 10.5 acres more or less.

8 Parcel 3

9 Commencing at the point of intersection following
10 the 225 foot arc distance in Parcel 2 North 30
11 feet to the true point of beginning, a parcel of
12 land 25 feet either side of the following de-
13 scribed approximate centerline from true point of
14 beginning along a tangent bearing North a dis-
15 tance of 190 feet; thence normal and to the right
16 a curve to the left having a radius of 200 feet,
17 more or less; a central angle of 94° and an arc
18 distance of 400 feet; thence a reverse curve to
19 the right having a radius of 600 feet, a central
20 angle of 44° and an arc distance of 500 feet,
21 more or less; thence normal to the right and a
22 curve to the right having a radius of 170 feet,
23 a central angle of 67° and an arc distance of
24 200 feet; thence along a reverse curve to the
25 left having a radius of 210 feet, a central angle
26 of 65° and an arc distance of 250 feet; thence
27 along a tangent bearing East a distance of 60
28 feet; thence along a curve to the right having a
29 radius of 450 feet, a central angle of 28° and an
30 arc distance of 225 feet; thence a curve to the
31 left having a radius of 130 feet, a central angle
32 of 80° and an arc distance of 200 feet; thence a
reverse curve having a radius of 150 feet; a cen-
tral angle of 58° and an arc distance of 150 feet
to the point of ending, said parcel comprising
2.5 acres, more or less.

24 Parcel 4

25 Commencing at the corner common to Sections 10, 11,
26 14 and 15; thence northerly to the Northeast cor-
27 ner of the Southeast 1/4 of the Southeast 1/4;
28 thence westerly 270 feet to the true point of be-
29 ginning, thence S 5° E a distance of 140 feet,
30 more or less; thence S 47° W a distance of 120
31 feet; thence N 84° W along a chord distance of
32 85 feet; thence N 4° W a distance of 220 feet;
thence East 170 feet to the point of ending and
the true point of beginning comprising a parcel
of .8 acres more or less.

31 Parcel 5

32 Commencing at a survey monument common to Elks
Point Road and McFaul Way, Round Hill Village

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1 No. 4, Sheet 5, as recorded with the County Clerk,
2 County of Douglas; thence N 0° 05' 30" E a dis-
3 tance of 107.50 feet; thence along a curve to the
4 right having a radius of 400 feet, a central angle
5 of 54° 21' 00" and an arc distance of 379.43 feet;
6 thence to a point on a reversed curve to the left
7 having a radius of 400 feet, a central angle 18°
8 58' and an arc distance of 132.41 feet; thence
9 normal to said curve S 54° 15' E a distance of
10 30 feet to the easterly right of way line of Elks
11 Point Road and the true point of beginning, a
12 parcel of land 60 feet in width equally divided
13 on the following described approximate centerline,
14 from the true point of beginning S 54° 15' E a
15 distance of 190 feet; thence a curve to the left
16 having a radius of 520 feet, a central angle of
17 37° and an arc distance of 320 feet; thence S
18 81° E a distance of 85 feet; thence a curve to the
19 right having a radius of 540 feet, a central angle
20 of 26° and an arc distance of 250 feet; thence a
21 curve to the left having a radius of 170 feet, a
22 central angle of 62° and an arc distance of 200
23 feet; thence a curve to the right having a radius
24 of 220 feet, a central angle of 68° and an arc
25 distance of 270 feet; thence a tangent bearing S
26 60° E a distance of 40 feet; thence a curve to
27 the right having a radius of 240 feet, a central
28 angle of 52° and an arc distance of 200 feet to
29 the point of ending, said parcel comprising 2.15
30 acres, more or less.

17 TOGETHER WITH the tenements, hereditaments and appurte-
18 nances hereunto belonging or in anywise appertaining, and the
19 reversion and reversions, remainder and remainders, rents,
20 issues and profits thereof.

21 That attached hereto and made a part hereof by reference
22 as Exhibit "A" is the March 2nd, 1967 "CONTRACT FOR ACQUISITION
23 OF GENERAL IMPROVEMENTS, WATER PUMP STATION SITES, DISTRICT
24 EQUIPMENT YARD SITE, AND EASEMENTS OF RIGHTS OF WAY", by and
25 between the ROUND HILL GENERAL IMPROVEMENT DISTRICT, and B-NEVA,
26 INC., all with respect to Project No. 66-2, the same signed by
27 STEPHEN H. BOURNE, as President, and MARGUERITE M. DORBANDT, as
28 Secretary, for the ROUND HILL GENERAL IMPROVEMENT DISTRICT, and
29 NORMA D. BOURNE, as Vice-President-Treasurer, and MARGUERITE M.
30 DORBANDT, as Secretary of B-NEVA, INC.

31 That for purposes of clarification, Exhibit "A" attached
32 hereto shall be read and interpreted to provide that in the event

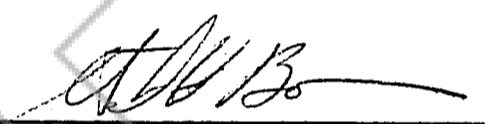
1 of such a modification of the development program of "Company",
2 as referred to in Provision 6, page 2 of Exhibit "A", the par-
3 cels not utilized due to or the result of said modification
4 shall be reconveyed to "Company" by the "District".

5 That attached hereto as Exhibit "B", and made a part
6 hereof by reference, is a map described as "Round Hill General
7 Improvement District Parcels Described In Project 66-2", the
8 same corresponding with the legal description hereinabove men-
9 tioned.

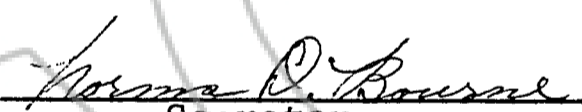
10 TO HAVE AND TO HOLD the said premises, together with the
11 appurtenances, unto the said party of the second part, and to
12 its successors in interest, assigns and transferees forever.

13 IN WITNESS WHEREOF, the said party of the first part has
14 hereunto set its hand the day and year first above-written.

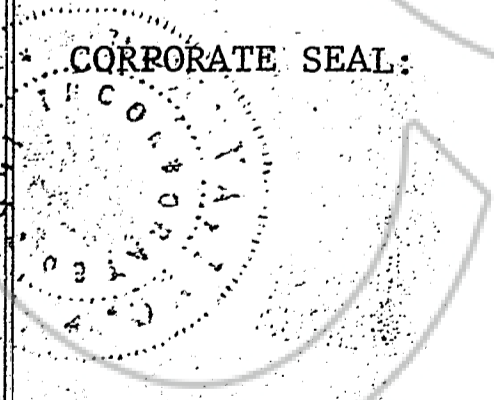
15 B-NEVA, INC.

16
17 BY: 
18 STEPHEN H. BOURNE, President

19 ATTEST:

20
21 
22 Secretary

23
24 CORPORATE SEAL:

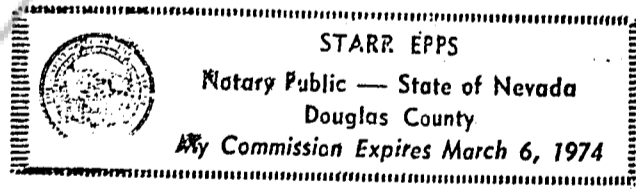


1 STATE OF NEVADA)
2 COUNTY OF DOUGLAS) ss.

3 On this 30th day of July, 1977,
4 personally appeared before me, the undersigned, a Notary Public
5 in and for said County and State, STEPHEN H. BOURNE, known to me
6 to be the President of B-NEVA, INC., a Nevada corporation, that
7 executed the foregoing instrument, and upon oath did depose that
8 he is the officer of said corporation as above-said; that he is
9 acquainted with the seal of said corporation and that the seal
10 affixed to said instrument is the corporate seal of said corpora-
11 tion; that the signature to said instrument was made by him as
12 President of said corporation as indicated after his signature;
13 and that the said corporation executed the said instrument freely
14 and voluntarily and for the uses and purposes therein mentioned.

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

21 Starr Epps
22 NOTARY PUBLIC



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CONTRACT FOR ACQUISITION
OF GENERAL IMPROVEMENTS, WATER PUMP STATION
SITES, DISTRICT EQUIPMENT YARD SITE, AND
EASEMENTS OF RIGHTS OF WAY

PROJECT NO. 66-2

THIS AGREEMENT made this 2nd day of March , 1967, between ROUND HILL
GENERAL IMPROVEMENT DISTRICT, herein called District, and B-NEVA, INC., herein
called Company,

W I T N E S S E T H:

WHEREAS, District is a quasi-municipal corporation in Douglas County,
Nevada, created and operating pursuant to the General Improvement District Law
of said State;

WHEREAS, Company is a corporation created and operating pursuant to the
laws of the State of Nevada, and is the fee title holder to all of the area
within the District hereinafter referred to;

WHEREAS, District has undertaken proceedings for the acquisition of cer-
tain deeds of easements and grant deeds of conveyance of areas contained within
the District and owned by Company for the construction of streets and for tank
sites and District equipment yards, all as particularly set forth in its Reso-
lution No. 73 determining to undertake public improvements;

WHEREAS, the District Engineer has caused to be made surveys of the areas
contained within the deeds of easements and grant deeds all as referred to in
District Resolution No. 73; and

WHEREAS, appraisals heretofore had set the values of said properties at
\$10,000 per acre; and

WHEREAS, District and Company agree that the areas designated for road-
ways may be subject to change by reasons of a modification of the master plan
of development of Company which will require different alignment for roads and
areas to be acquired by the District;

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EXHIBIT "A"

BOOK

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NOW, THEREFORE, IT IS AGREED, as follows:

1. Company sells to District and District buys from Company all of the improvements described in Resolution No. 73.

2. District will pay to Company for said improvements the sum of \$295,001.00.

3. Said purchase price to be paid by District following the delivery and sale of bonds under Issue 66-2.

4. Included in the purchase price for said improvements shall be all costs of engineering and costs of printing, publishing, advertising and mailing in the assessment proceeding, excepting therefrom legal and special supervision services in the amount of None . In the event that District shall approve and pay claims for any of said incidental expenses, it shall constitute a credit on account of the purchase price.

5. Company will immediately instruct District Engineer to obtain three independent appraisals of said areas verifying the appraisals heretofore used and shall cause the same to be affixed hereto as Exhibit upon completion of said appraisals.

6. In the event modification of the development program of Company within District boundaries changes the need to utilize the land specifically described in Resolution No. 73, Company shall forthwith cause additional appraisals to be made of lands desired by District in order to furnish roadways and easements within the District and Company shall cause to be conveyed to District good and marketable title to said lands in a value as determined by appraisals to be equal to the value of the lands designated in Resolution No. 73 but not utilized by District.

7. All conveyances from Company to District shall provide merchantable title free of encumbrance, and shall be accompanied by certificates of title insurance or other proofs as to the titles conveyed.

8. This agreement shall be executed in quadruplicate, and may be altered and amended in writing by the parties by resolution of their respective bodies thereunto duly authorized.

9. It is acknowledged that District has taken possession of the majority of the areas referred to for plant site, water storage tank sites, and a portion of the roadways.

IN WITNESS WHEREOF, The parties hereto, by their representatives thereunto duly authorized, have caused this agreement to be executed the day and year first above written.

ROUND HILL GENERAL IMPROVEMENT DISTRICT

B-NEVA, INC.

By [Signature]
President

By [Signature]
Vice-President-Treasurer

By [Signature]
Secretary

By [Signature]
Secretary

(Seal)

(Seal)

Recorded at Request of Noel E. Manoukian
On 8-16-71 At 45 Min. Past 4 PM
Official Records of Douglas County, Nevada. Fee 13.00 pd

Patricia J. Stanley, Recorder.

By Patricia J. Stanley

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