

When Recorded return to:

✓ TOM SUSICH  
P. O. Box 5310  
Stateline, NV 89449

EASEMENT DEED

1  
2 THIS INDENTURE, made this 15th day of April, 1982,  
3 by and between ROUND HILL GENERAL IMPROVEMENT DISTRICT,  
4 hereinafter referred to as "Grantor" and JOHN L. THOMPSON,  
5 hereinafter referred to as "Grantee";

W I T N E S S E T H:

6  
7 WHEREAS, Grantor is presently the record owner of certain  
8 real property located at Round Hill, Douglas County, State of  
9 Nevada, more particularly described in Exhibit "A", attached  
10 hereto and incorporated herein by reference; and

11 WHEREAS, Grantee is the record owner of certain property  
12 immediately adjacent to that property of Grantor described  
13 above; and

14 WHEREAS, Grantee is in need of ingress and egress from  
15 said property and needs to cross Grantor's property in order to  
16 service said property with utilities; and

17 WHEREAS, a cause of action was filed in the Ninth Judicial  
18 District Court of the State of Nevada in and for Douglas County  
19 under Case No. 9246 by Grantee against Grantor requesting an  
20 easement across Grantor's property for the purpose of access  
21 and the supplying of necessary utilities to Grantee's property;  
22 and

23 WHEREAS, the parties entered into a stipulated settlement  
24 of said law suit on March 16, 1982, and filed said stipulated  
25 agreement with the Ninth Judicial District Court, a copy of which  
26 is attached hereto marked Exhibit "B" and incorporated herein  
27 by reference; and

28 WHEREAS, the parties by said stipulated settlement have  
29 settled their controversies with regard to this issue; and

30 WHEREAS, the Board of Trustees of the ROUND HILL GENERAL  
31 IMPROVEMENT DISTRICT have resolved on the 17th day of  
32 November, 1981, to enter into said stipulated agreement

CROWELL, CROWELL, CROWELL & BAKER, LTD.  
A PROFESSIONAL LAW CORPORATION

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STATELINE, NEVADA 89449  
702-588-5449 or 883-8937

Members  
WM. J. CROWELL

ROBERT L. CROWELL  
J. THOMAS SUSICH

WILLIAM J. CROWELL, JR.  
R. SCOTT BAKER

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CARSON CITY, NEVADA 89702  
702-482-1311

1 and to grant an easement to the Grantee as set forth herein;  
2 NOW, THEREFORE, based upon the mutual considerations  
3 reflected herein, Grantor hereby grants to Grantee an easement  
4 as follows:

5 Grantee shall have the right to cross Grantor's property  
6 in accordance with the provisions of that stipulated agreement  
7 attached hereto and marked Exhibit "B" and fully incorporated  
8 herein as if set forth verbatim.

9 DATED this 15th day of April, 1982.

10 ROUND HILL GENERAL IMPROVEMENT DISTRICT


11  
12 by *E.H. Seaton*  
13 E.H. Seaton, President  
14 Round Hill General Improvement District  
Board of Trustees

15 ACKNOWLEDGMENT

16 STATE OF NEVADA )  
17 ) ss.  
18 COUNTY OF DOUGLAS )

19 On this 15th day of April, 1982, personally  
20 appeared before me E.H. Seaton,  
21 who acknowledged to me that he executed the foregoing  
22 instrument freely and voluntarily.

23 *Candice R. Taraporevala*  
24 NOTARY PUBLIC

25  CANDICE R. TARAPOREVALA  
26 Notary Public — State of Nevada  
27 Douglas County  
28 My Appointment Expires April 6, 1984

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LAKE TAHOE OFFICE:  
POST OFFICE BOX 5310  
STATELINE, NEVADA 89449  
702-588-5449 or 892-9937

CARSON CITY OFFICE:  
POST OFFICE BOX 1000  
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702-482-1311

PARCEL 1:

A-3

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

That portion of the East half of Section 15, Township 13 North, Range 18 East, MD.M., particularly described as follows:

BEGINNING at the Section corner common to Sections 14, 15, 22 and 23 in said Township and Range; thence Westerly along the Section line common to Sections 15 and 22 a distance of 1370.00'; thence leaving said Section line N 15°50'00" W 665.00'; thence North 53°00'00" W 159.09' to a point on the southeasterly right of way of Elks Point Road as delineated on the map of Round Hill Village Unit No. 1 as filed in the office of the County Recorder of Douglas County, Nevada on September 21, 1965; said point being in a non-tangent curve from which the center bears N 73°09'40" W; thence northerly along the arc of a 380.00 foot radius curve through a central angle of 16°44'50" for an arc distance of 111.07; thence tangent to said curve N 00°05'30" E 70.52 feet; thence continuing along the Easterly right of way line of Elks Point Road as is shown on the map of ROUND HILL VILLAGE UNIT NO. 4, filed in the office of the County Recorder of Douglas County, Nevada, on April 25, 1966, as follows: N 00°05'30" E a distance of 107.50' to the beginning of a tangent curve to the right, having a radius of 370.00' and a central angle of 54°21'00"; thence northerly along said curve an arc distance of 350.98' to the beginning of a reverse curve to the left having a radius of 430.00' and a central angle of 37°56'00"; thence northerly along said curve an arc distance of 284.69'; thence tangent to said curve N 16°30'30" E, a distance of 144.44 feet to the beginning of a tangent curve to the left having a radius of 5030.00 feet and a central angle of 01°16'24"; thence northerly along said curve an arc distance of 111.79 feet; thence tangent to said curve North 15°14'06" East a distance of 210.26 feet, to the beginning of a tangent curve to the left, having a radius of 830.00 feet and a central angle of 15°20'36"; thence Northerly along said curve an arc distance of 222.27 feet; thence tangent to said curve North 00°06'30" West a distance of 86.15 feet, to a point at the Southwesterly corner of Lot 1 in Block E as shown on the map of ROUND HILL VILLAGE UNIT NO. 4 thence South 57°11'22" East along the Southerly line of said Lot 1 a distance of 69.38 feet to the most Southerly corner of said Lot 1; thence North 34°00'00" East a distance of 175.00 feet to the Northeasterly corner of Lot 2 in Block E as shown on said map; thence North 56°44'30" East a distance of 50.00 feet to a point at the beginning of a non-tangent curve having a radius of 525.00 feet and a central angle of 02°45'48", the center of which bears South 56°44'30" West; thence Westerly along said curve an arc distance of 25.32 feet; to a point at the Southeasterly corner of Lot 14 in Block F as shown on the map of ROUND HILL VILLAGE UNIT NO. 4; thence leaving said curve and along Easterly line of said Block F as follows: North 39°38'30" East a distance of 500.35 feet; thence North 52°48'56" East a distance of 200.56 feet; thence North 61°30'17" East a distance of 255.78 feet; thence North 69°59'22" East a distance of 225.05 feet to the most Easterly corner of Lot 1 in said Block F; thence North 38°46'07" West a distance of 125.01 feet to the most Northerly corner of said Lot 1 at a point on a non-tangent curve in the Easterly right of way line of Elks Point Road as shown on the said map of ROUND HILL VILLAGE UNIT NO. 4, said curve having a radius of 330.00 feet and a central angle of 42°24'16", the center of which bears North 38°46'07" West; thence Northeasterly along said curve an arc distance of 244.23 feet; thence North 81°10'23" West a distance of 60.00 feet to a point

/////////  
/////////

(SFR)

*elle*

1 at the beginning of a non-tangent curve to the left having a radius  
2 of 270.00 feet and a central angle of  $03^{\circ}20'15''$ , the center of which  
3 bears North  $81^{\circ}10'23''$  West, said point being a point in the Easterly  
4 line of Lot 37 in Block B as shown on said map; thence Northerly along  
5 said curve an arc distance of 15.73 feet; thence tangent to said curve  
6 North  $05^{\circ}29'22''$  East a distance of 120.00 feet to a point at the North-  
7 easterly corner of said Lot 37; thence leaving the boundary of said  
8 ROUND HILL VILLAGE UNIT NO. 4, South  $82^{\circ}51'23''$  East a distance of 130.00  
9 feet, more or less, to a point in the East line of said Section 15;  
10 thence South along the East line of said Section 15 a distance of  
3600 feet, more or less, to the point of beginning, an area of 91.91 acres.

EXCEPTING THEREFROM the North 208.72 feet of the East 208.72 feet  
of the Southeast quarter of the Southeast quarter of said Section 15,  
Township 13 North, Range 18 East, M.D.M., as conveyed to John L. Thompson,  
by deed recorded January 18, 1966, in Book 37 of Official Records, at  
page 260, Douglas County, Nevada, records.

The basis of bearing is the record map of Round Hill Village No. 4.

COPY

Case No. 9246

'82 MAR 16 P3:48

YVONNE  
D. KINCADE

BY \_\_\_\_\_

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF DOUGLAS

JOHN L. THOMPSON,

STIPULATION

Plaintiff,

vs.

ROUND HILL GENERAL IMPROVEMENT  
DISTRICT, et al.,

Defendants.

COMES NOW, SUE HAVESON, on behalf of Plaintiff,

J. THOMAS SUSICH, on behalf of ROUND HILL GENERAL IMPROVEMENT  
DISTRICT, and ~~MILL MANQUANIAN, MICHAEL L. DEBELL AND RENEVA CORPORATION~~  
and stipulate as follows:

1. The Complaint in this matter may be dismissed  
conditioned upon all parties abiding by the provisions of this  
Stipulation and agreement.

2. A map, marked Exhibit "A", is attached hereto and  
incorporated herein by reference. On it is labeled a parcel  
of property approximately one acre marked "Thompson". This  
parcel is owned by the Plaintiff herein and shall hereafter be  
referred to as "Thompson's parcel".

3. On the same map is a piece of property immediately  
adjacent to and surrounding three sides of Thompson's parcel  
labeled "RHGID" owned by the Round Hill General Improvement  
District and hereinafter referred to as "RHGID property".

McMORRIS & SUSICH  
A PROFESSIONAL CORPORATION  
POST OFFICE BOX 3310  
STATELINE, NEVADA 89449  
(702) 588-5446 • (702) 883-8937 • (702) 782-7559

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1 3. Round Hill General Improvement District agrees  
2 to convey an easement to Thompson across RHGID property for the  
3 purpose of roadway and utility access to Thompson's parcel.

4 4. The easement shall be a right to ingress and egress  
5 and to construct and install all necessary utilities complying  
6 with Douglas County, Nevada and Tahoe Regional Planning Agency  
7 standards from Elk Point Road across RHGID property to the  
8 Thompson parcel by the most reasonable route.

9 5. Thompson, his heirs, successors or assigns, shall  
10 not designate the exact course of the easement across RHGID  
11 property prior to September 22, 1983, without the prior written  
12 approval of the Chairman of the Board of Trustees of Round Hill  
13 General Improvement District or a successor owner of RHGID  
14 property.

15 6. Thompson shall bear all expenses connected with  
16 the construction of any road or line across RHGID property.  
17 Thompson shall pay the regularly assessed fees and expenses of  
18 any property owned within the District and shall receive any  
19 such services regularly provided for property owners within the  
20 District.

21 7. If RHGID's property is sold to Chapman General  
22 Hospital, Inc., a California corporation, within two years of  
23 the date of this Agreement, Thompson agrees to designate the  
24 easement above-described along the established routes for road-  
25 ways and utilities reflected in the plans and maps of Chapman  
26 General Hospital, Inc. for the development of the property, inso-  
27 far as those routes come to the nearest point to Thompson's  
28 parcel.

29 8. The Round Hill General Improvement District  
30 agrees that if it sells RHGID's property to Chapman General  
31 Hospital, Inc. or any other purchaser prior to the designation  
32

1 of the route of the easement to Thompson, it will include in any  
2 contract of sale, a provision requiring said purchaser to permit  
3 Thompson or his assignsto designate his easement along a  
4 proposed route consistent with such purchaser's development of  
5 RHIGD's property up to the closest point said route comes to  
6 Thompson's parcel. Round Hill General Improvement District will  
7 further require of such purchaser that it permit Thompson to use  
8 its roadway and utility facilities along said route to the  
9 closest point to Thompson's parcel. Thompson will have the  
10 obligation to connect those facilities at his own expense. If,  
11 because of Thompson's use of the easement along a route of a  
12 subsequent purchaser, said subsequent purchaser's costs are in-  
13 creased due to requirements of local agencies or law, Thompson  
14 agrees to be responsible for said increased costs. Round Hill  
15 General Improvement District further agrees to include in any  
16 future agreement with a purchaser of RHIGD's property such  
17 provisions as are necessary to implement this agreement.

18 9. If, after designating routes for the easement described  
19 above, Round Hill General Improvement District sells its property  
20 Thompson agrees to abandon so much of the easement's route as  
21 the subsequent purchaser desires if said purchaser provides an  
22 alternate route at said purchaser's expense. It is agreed that  
23 any subsequent who requires an abandonment of Thompson's access  
24 to his parcel will not unreasonably discontinue service or  
25 access to the property.

26 10. Round Hill General Improvement District specifically  
27 advises Thompson and his agents and assigns that it cannot and  
28 does not in any way, warrant that approvals, permits or other  
29 enabling acts will be issued by governmental authorities to  
30 allow the construction of any roadway or utility lines to  
31 Thompson's parcel or that it may be developed. Thompson understand

32 \*\*\*\*\*

1 this and releases Round Hill General Improvement District or its  
2 assigns from any possible liability upon such warranty. Round  
3 Hill General Improvement District for its part agrees not to in  
4 anyway interfere with Mr. Thompson's efforts to gain  
5 approvals and permits necessary for the development of his  
6 property consistent with this agreement.

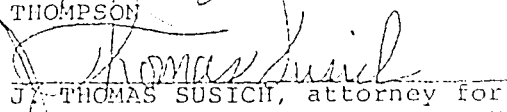
7 11. Thompson agrees that at the time the route of  
8 the easement contemplated by this agreement is designated, he  
9 will present to the Round Hill General Improvement District  
10 Board a proposed map reflecting the course of the designated  
11 easement and will consult with the Board concerning that  
12 easement's route. It is understood that Thompson is not  
13 obligated to alter or change the course of the easement so long  
14 as the easement designated by Thompson is a reasonable route  
15 between Elk Point Road and Thompson's parcel. Thompson agrees,  
16 however, that he will consult with the members of the Round Hill  
17 General Improvement District Board and consider their advice and  
18 counsel concerning the route of the proposed easement.

19 12. This agreement will bind all assigns of the  
20 parties hereto.

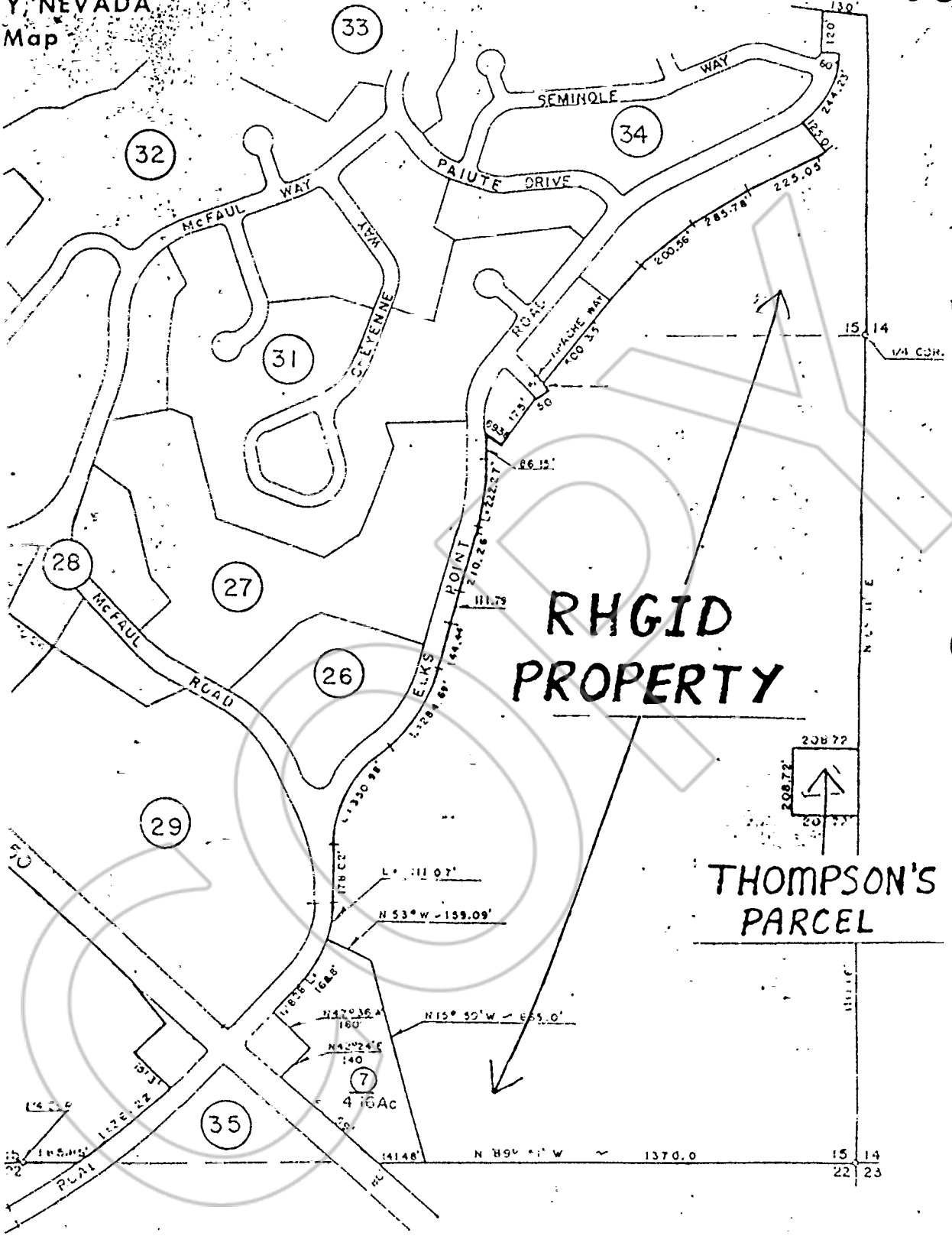
21 13. Each side will bear its own attorney's fees and  
22 costs.

23 DATED this 11 day of March, 1981.

24  
25   
26 SUE HAVERSON, attorney for  
27 THOMPSON

28   
29 J. THOMAS SUSICH, attorney for  
30 ROUND HILL GENERAL IMPROVEMENT  
31 DISTRICT





**RHGID  
PROPERTY**

**THOMPSON'S  
PARCEL**

NOTE: This Map is prepared for the use of the Douglas County Assessor, for Assessment and Illustrative purposes only. It does not represent survey of the Premises. No Liability is assumed as to the sufficiency or accuracy of the data presented hereon.

FRAC. SEC.  
T 13N., R 18E  
AA D S P AA

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