

✓ KGID  
PO Box 2000  
Stateline NV  
89449

**AGREEMENT GRANTING NEW EASEMENT AND  
EXTINGUISHING EXISTING EASEMENT**

This Agreement by and between the KINGSBURY GENERAL IMPROVEMENT DISTRICT, a general improvement district, created pursuant to Chapter 318 of the Nevada Revised Statutes (hereinafter referred to as "KGID"), and TAHOE SHORES, LTD., a California Limited Partnership (hereinafter referred to as "Tahoe Shores"), is entered into this 24<sup>th</sup> day of December, 1997 (hereinafter this "Agreement"). KGID and Tahoe Shores are sometimes collectively referred to herein as the "Parties."

Recitals

A. Tahoe Shores is the owner of that certain real property commonly known as Tahoe Shores Mobile Home Park which is more particularly described in Exhibit A, attached hereto and incorporated by this reference, (and shall be hereinafter referred to as the "Property").

B. On or about February 1, 1966, Tahoe Village Properties, Inc., a Nevada corporation, doing business as Tahoe Village Water Co., a predecessor owner of the Property, granted and conveyed to Kingsbury Water Corp., a Nevada corporation, KGID's predecessor in interest, rights of way and easements for the maintenance of water lines, a water pumping facility and a well located on the Property. The grant of easement was recorded on March 25, 1966, in Book 39, Page 11, Document No. 31477, Official Records of Douglas County, Nevada. (This easement shall hereinafter be referred to as the "1966 Easement.")

C. On or about August 14, 1986, KGID on the one hand and Elizabeth Kahle, and Eugene Jaffe and Elsie Jaffe, as co-trustees of Trust "A", constituted under the Last Will and Testament of Ben Jaffe, Deceased, on the other hand (hereinafter collectively, "Kahle/Jaffe") entered into an agreement to amend and redefine the location of the Easement. That agreement was recorded on August 14, 1986 in Book 886, Page 1494, Document No 139093 in the Official Records of Douglas County, Nevada. (That agreement shall be referred to as the "1986 Amendment".)

D. On or around April 12, 1989, the Parties entered into an agreement which in part contemplated the relocation of the 1966 Easement, as previously amended by the 1986 Amendment. (That Agreement shall be hereinafter referred to as the "Unrecorded 1989 Agreement.")

E. Pursuant to the terms of the Unrecorded 1989 Agreement, the operation of a water pumping facility was relocated within the Property and most of the operations within the 1966 Easement as amended, ceased. However, the Parties had not recorded an abandonment of the 1966 Easement in the Official Records of Douglas County, Nevada.

Further, Tahoe Shores believes that KGID has not undertaken all actions necessary to properly abandon the 1966 Easement, to wit KGID has not removed or relocated the telephone and power pedestals. Also, pursuant to the terms of the Unrecorded 1989 Agreement, KGID abandoned in place certain water lines located within the Property which were at least three feet below the surface and located within the 1966 Easement, as amended.

F. Although KGID relocated the water pumping facility and water lines within the Property as contemplated by the Unrecorded 1989 Agreement, no easement has been recorded respecting the location of such operations or the rights and obligations of the Parties.

G. The Parties agree that the landscaping around the improvements placed by KGID following the relocation of the water pumping facility and water lines and the addition of the ozone disinfection facility as described below is insufficient.

H. On or around 1994 the Parties began negotiating an Addendum to the Unrecorded 1989 Agreement (the "1994 Addendum"). The 1994 Addendum contemplated that an ozone disinfection facility would be added to the water pumping facility. The 1994 Addendum was not executed, but an ozone disinfection facility was located by KGID on the Property.

I. KGID now desires to add underground electrical conduit on the Property.

J. The Parties desire to clarify KGID's rights and responsibilities related to the Property.

K. The Parties desire and intend that this Agreement shall entirely restate all rights and obligations of the Parties and benefits and burdens to the Property, and that the 1966 Easement, the 1986 Amendment, the Unrecorded 1989 Agreement and the 1994 Addendum are terminated in their entirety, and any and all rights and obligations and benefits and burdens created by or set forth in those agreements be terminated.

Now, therefore, in consideration of the forgoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Extinguishment of Prior Easement

A. KGID does hereby forever extinguish, quit claim and surrender unto Tahoe Shores, its successors and assigns, the easements, rights of way and other rights which burdened the Property as described in the 1966 Easement and the 1986 Amendment (this shall hereinafter be referred to as the "Abandoned Easement").

B. It is further agreed that KGID will as soon as practicable, but in no event later than June 30, 1998, remove the telephone and power pedestals found within the Abandoned Easement. KGID shall obtain any necessary consents or permits for such activity. Tahoe Shores hereby grants KGID limited rights of access which rights terminate on the earlier of such removal or June 30, 1998, through the roadways within the Property and onto the Abandoned Easement for that purpose. KGID agrees to provide Tahoe Shores with at least one business days notice before beginning such work. Other than those water lines which are within the 1997 Easement, as described below, KGID is abandoning all lines, pipes and equipment, if any, remaining in the Abandoned Easement. Tahoe Shores may, but is not obligated to, remove any line, pipe or equipment left by KGID in the Abandoned Easement, and Tahoe Shores shall have no liability whatsoever to KGID with respect to such abandoned property. Further in the event the abandoned lines and pipes must be removed from the Property by government order, or pursuant to a law or regulation, or in the event environmental contamination caused by the lines must be removed, KGID will be solely responsible for the cost of such removal and/or remediation. In that event Tahoe Shores will grant KGID reasonable access through the Property to undertake such removal. Such access and work as described herein shall be without damage or disruption to homes in the Property.

## 2. Grant of Easement

A. Tahoe Shores hereby grants a non-exclusive easement to KGID, its successors and assigns, to locate, construct, operate, reconstruct, repair and maintain an existing water pumping facility and ozone disinfection facility, an underground electrical conduit all upon the portion of the Property more particularly described in Exhibit B, attached hereto and incorporated by this reference (hereinafter referred to as the "1997 Easement.") The water pumping facility, ozone disinfection facility, underground electrical conduit and related appurtenances all as described herein shall hereinafter be referred to collectively as the "Improvements." The 1997 Easement is shown and drawn on Exhibit C, attached hereto and incorporated by this reference.

B. Tahoe Shores further grants KGID, its agents and employees ingress and egress to and from said Improvements over and across the roadways within the Property, as they exist from time to time, reserving unto Tahoe Shores the rights to relocate and change the roadways as long as KGID's rights of ingress and egress to its facilities are maintained across the relocated roadways.

C. KGID will install two underground electrical conduits which are one inch in diameter and one underground electrical conduit which is one and one half inches in diameter, all in the same trench, from the water pumping facility east approximately 50 feet, then south approximately 12 feet to the southerly property line, a total distance of approximately 62 feet.

D. Prior to commencement of the electrical conduit installation, KGID will meet with representatives of Tahoe Shores to discuss the scope and timing of the work. All work will be done between the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday (non-holidays). Once KGID begins this construction it agrees to diligently pursue its completion, which must be substantially completed within four weeks from its inception.

Tahoe Shores acknowledges that KGID may not be able to complete the construction until the spring of 1998. KGID agrees that no construction equipment or related material will be left at the Property from the time the initial construction is completed and the spring of 1998. In all events the construction must be completed by October 15, 1998.

All construction activity contemplated hereunder, shall meet with approval of Tahoe Shores from a safety and aesthetic standpoint and shall be subject to the general inspection by Tahoe Shores.

E. Following completion of the underground electrical conduit installation described herein, KGID agrees to provide Tahoe Shores with as-built drawings showing the location of all underground lines and structures placed within the portion of the Property described on Exhibit B.

F. KGID hereby agrees to maintain the Improvements and all related structures, lines and pipes in accordance with applicable laws and regulations and in a safe, neat and orderly fashion and appearance, and to avoid slippage, settling or sinking. Further, should KGID be required to disturb any portion of the Property within the 1997 Easement, KGID shall promptly restore and reconstitute said area to its previous condition, including but not limited to restoring subsurface areas to prevent slippage, sinking and settling and to maintain support of adjacent areas.

KGID further agrees to observe and comply with, at its own expense, all present, amended and future laws, building codes, ordinances, rules and regulations of the United States of America, the State of Nevada, bi-State agencies and the County of Douglas. KGID further agrees and warrants that all work it is undertaking will be properly permitted by all agencies which have jurisdiction over this subject matter and the construction will comply with all applicable zoning ordinances and regulations. KGID agrees to provide Tahoe Shores with copies of all permits obtained and final approvals upon the completion of the construction from all agencies with jurisdiction.

G. KGID acknowledges that it is being granted a non-exclusive easement and other parties may also have been granted rights over all or part of the 1997 Easement and that Tahoe Shores reserves the right to grant additional easements which may burden the 1997 Easement (so long as such additional rights do not interfere with KGID's rights hereunder).

H. KGID agrees to keep the 1997 Easement properly landscaped. KGID acknowledges that its current landscaping of the Improvements is inadequate. KGID agrees that in an attempt to remedy the inadequate landscaping, additional landscaping will be added by November 15, 1997. The cost of the materials (plants and trees) used to remedy the inadequate landscaping will not exceed \$2,000. Labor to install the additional plants and trees will be in addition to the \$2,000 and shall also be KGID's responsibility. The type and location of the additional landscaping will be mutually agreed upon by the Parties. Following installation of this additional landscaping, if Tahoe Shores deems the additional landscaping is sufficient, it will provide KGID with written approval of the landscaping. This action (including the approval by Tahoe Shores) does not relieve KGID from its obligation to maintain proper landscaping within the 1997 Easement.

Further, KGID agrees to return the Property to the condition it was in prior to undertaking the construction described herein, which will include replacing any landscaping which is damaged or destroyed and repairing any damage caused by the construction, ingress, egress or related activities.

Notwithstanding the terms of this Provision, in the event Tahoe Shores grants additional easements to other parties which are located in whole or in part within the 1997 Easement, Tahoe Shores agrees that KGID shall not be responsible for repairing or replacing any landscaping which is damaged by such additional parties actions.

I. Unless it is an emergency, prior to undertaking any repair or reconstruction of any Improvement located within the 1997 Easement, KGID will provide the manager of the Property with at least one business day's notice of such intended activity. Notwithstanding the terms of this provision, KGID will not be required to provide such notice for routine inspections of the water pumping facility or for minor repairs that take place within that facility. The notice will include a description of the work to be undertaken. KGID further agrees that for any work beyond routine maintenance and repair, it will provide Tahoe Shores with detailed plans of the proposed work.

KGID agrees that unless it is an emergency, all activity authorized and contemplated by the 1997 Easement shall take place on Monday - Friday between the hours of 7:00 a.m. and 6:00 p.m. Further, such work may take place on weekends and holidays between the hours of 8:00 a.m. and 6:00 p.m. Weekend and holiday work will be limited to that necessary for the safe and effective operation of KGID's facilities.

Construction work which could be heard by residents of the Property will take place only on weekdays between the hours of 8:00 a.m. and 6:00 p.m. except in an emergency and no construction vehicles shall enter the Property prior to 8:00 a.m. KGID agrees to make every reasonable effort not to impact the residents' quiet

enjoyment of the Property. Notwithstanding the terms of this provision, KGID may have access for other than routine maintenance and repair until 10:00 p.m., when it is necessary to accommodate contractor's schedules so long as such activity after 6:00 p.m. can not be heard by the residents of the Property. In all events KGID agrees to abide by the posted speed limits within the Property.

KGID acknowledges that KGID's access to the Property as described above is sufficient to meet its current needs and obligations. If there are changes in governmental laws or regulations which affect KGID's operations within the 1997 Easement or changes in technology which KGID reasonably believes requires it to have additional access to the Property, the Parties agree to negotiate in good faith to address KGID's request for access beyond the times described. Any such additional access shall not interfere with the quiet enjoyment of the residents of Tahoe Shores.

J. Other than to reconstruct or repair existing water lines as further described below, KGID is not permitted to add on, modify, increase or relocate the Improvements without the prior written consent of Tahoe Shores, which may be withheld in its sole and absolute discretion. Notwithstanding this provision, KGID may add water lines, as required to repair or reconstruct existing water lines upon receiving the prior written consent of Tahoe Shores, which will not be unreasonably withheld. Tahoe Shores may withhold consent for additional water lines which enhance the capacity of the water system, if in Tahoe Shores' reasonable judgment, such enhancement will lead to more activity at the Property by KGID, or the enhancement poses a threat to the stability of the Property or unduly burdens the Property due to the size and/or number of lines. The water lines being replaced must become inoperative and no longer used by KGID as soon as practicable following the completion of replacement lines. These replaced lines will be abandoned in place unless otherwise agreed by the Parties. In the event KGID adds water lines within the 1997 Easement as described above, KGID will as soon as practicable following completion of such work, provide Tahoe Shores with an as-built drawing indicating the location of all active water lines.

By giving KGID permission to place electrical lines at the Property, as described in this Agreement, Tahoe Shores is not agreeing to or indicating that it will grant permission for additional improvements or structures to be placed on the Property in the future.

K. KGID agrees that Tahoe Shores may relocate or replace any or all of the Improvements, to another portion of the Property or an adjoining property, so long as the relocation or replacement is at Tahoe Shores' sole cost and expense and the relocation provides KGID with similar quality of operations as does its current location of the Improvements.

3. Land Coverage

A. The Property is governed by the bi-state Tahoe Regional Planning Compact administered by the Tahoe Regional Planning Agency ("TRPA"). KGID agrees that it is responsible for the payment of any and all TRPA mandated mitigation costs related to the land coverage, arising out of KGID's operations within the Property. KGID will timely pay any such mitigation costs associated with KGID's use of the Property and provide Tahoe Shores with evidence thereof.

B. KGID agrees to cooperate with and enter into any agreements negotiated or obtained by Tahoe Shores, by and between KGID, TRPA, or its successor, and Tahoe Shores, which clarify that the land coverage caused by KGID's operations at the Property, will not be counted within the Property's land coverage. Notwithstanding the terms of this provision, KGID will not be obligated to enter into any agreements as described herein which expand KGID's liability beyond being responsible for the costs of mitigation caused by KGID's operations at the Property.

4. General Provisions

A. Integration

This Agreement is the complete agreement between the Parties, regarding the subject matter hereof. All prior agreements, whether oral or written, including without limitation, the 1966 Easement, the 1986 Amendment, the Unrecorded 1989 Agreement, and the 1994 Addendum are hereby terminated and of no further force or effect, and any and rights which may have been granted by such documents are hereby terminated and superseded by this Agreement.

B. Amendments

This Agreement may only be amended in a writing properly executed and recorded by the Parties.

C. Termination

(i) The burdens, benefits, rights and obligations granted by the 1997 Easement run with the Property, including any adjoining or adjacent property acquired by Tahoe Shores after the execution of the 1997 Easement and shall bind on and inure to the benefit of the Parties, their successors and assigns.

(ii) Notwithstanding the provisions of Section 4C(i) herein, in the event KGID ceases or abandons its operations within the 1997 Easement, which shall be conclusively shown if it ceases such operations for a period of one hundred thirty-five (135) consecutive days, the 1997 Easement shall terminate. In that event, KGID will be

responsible for immediately removing all Improvements from the Property other than those underground lines and wells which according to applicable laws and regulations, common practice and industry standards at that time, are abandoned in place. KGID will not be considered to have ceased or abandoned its operations if, in the event of a pump station failure, it is working diligently to restore pump station operations and such operations are restored within two years from the time of such failure. In all events, KGID will be required to properly abandon all Improvements. KGID will also be responsible for restoring the Property to the condition it was in prior to the placement of such Improvements. However, such termination of the 1997 Easement shall not terminate KGID's indemnification obligations found herein which shall survive termination of the 1997 Easement.

D. Insurance

(i) Notwithstanding any provision herein, KGID agrees that during the term of the 1997 Easement, it shall maintain commercial general liability and automobile insurance, with liability limitations of not less than Two Million Dollars (\$2,000,000) and will name Tahoe Shores and Terra Vista Management, Inc. (hereinafter "Terra Vista") and their respective successors and assigns as additional insureds under such policies. KGID will deliver certificates of insurance to Tahoe Shores and Terra Vista within thirty days from the 1997 Easement becoming effective and upon the annual renewal of such policies thereafter. Any statutory limitations on KGID's liability shall not limit Tahoe Shores' or Terra Vista's rights as additional insureds under such insurance policies. KGID agrees, notwithstanding any provision of this Agreement to the contrary, not to take any action that would interfere with Tahoe Shores' or Terra Vista's rights as additional insureds or claims that either or both of them make under such policies.

In addition to the insurance obligations described above, KGID shall also maintain throughout the term of the 1997 Easement, worker's compensation insurance in an amount as is reasonable and customary in the industry and locale.

In the event any insurance as described in this Section lapses, is not maintained at the minimum liability limits or no longer names either Tahoe Shores or Terra Vista or their respective successors and assigns as additional insureds, the 1997 Easement at Tahoe Shores' option may be terminated. In that event KGID will be required to remove all Improvements from the Property, other than those which are entirely subsurface and pursuant to industry practice at the time, are abandoned in place.

(ii) KGID agrees further that any contractors who work within the Property on KGID's behalf under any contract bid out by KGID or which is for work which in the aggregate costs at least Twenty Thousand Dollars (\$20,000) shall have commercial general liability and automobile insurance with liability limits of not less than One Million Dollars (\$1,000,000) and will name Tahoe Shores and Terra Vista as



additional insureds under such policies. Such contractors will also have worker compensation insurance in an amount and with a carrier as is customary in the industry and locale. KGID also agrees that for work which is not under any contract bid out by KGID or which costs at least Twenty Thousand Dollars, when practical it will provide Tahoe Shores and Terra Vista with certificates of insurance from such contractors naming Tahoe Shores and Terra Vista as additional insureds.

#### E. Indemnification

KGID agrees that, to the fullest extent permissible under the law, it shall indemnify, defend and hold harmless Tahoe Shores, its successors, assigns, affiliates, managers, agents, partners, lenders and employees from any suit, action, claim, demand, lien, loss, damage, fine judgment or decree and any expenses connected therewith, including reasonable attorney's fees, including but not limited to claims relating to environmental contamination, which is the result of KGID's prior use of the Abandoned Easement, arising out of or relating to the abandoned lines and pipes which remain in the Abandoned Easement or which is the result of KGID's use of the Property pursuant the 1997 Easement, including but not limited to the violation of any statute, ordinance, building code or regulation by KGID or third parties on its behalf. Nothing herein shall be construed to preclude KGID from defending itself under NRS 41.033 or under any other statutory immunities or liability limitations resulting from KGID's status as a general improvement district created under Chapter 318 of the Nevada Revised Statutes.

#### F. Costs

KGID agrees to pay for Tahoe Shores costs associated with the granting of the 1997 Easement and extinguishment of the 1966 Easement. That shall include legal fees and costs, survey fees and the cost associated with Tahoe Shores' lender and its counsel reviewing and approving this Agreement. KGID's obligation shall not exceed the sum of \$7,500.

(i) In the event of any controversy, claim or dispute relating to this Agreement or breach of it, the prevailing party will in addition to any other relief granted, be entitled to recover expenses, legal fees and costs as determined by a court of competent jurisdiction.

#### G. Miscellaneous

(i) Time shall be of the essence with respect to all the terms and conditions herein contained.

(ii) Tahoe Shores may record and post notices of non-responsibility for any work undertaken by KGID or third parties on KGID's behalf.

## H. Notices

All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when personally delivered (including by overnight courier) or mailed by certified mail, postage prepaid, return receipt requested. Notices, demands and communications shall, unless another address is specified in writing, be sent to the addresses indicated below:

For Tahoe Shores:

Herbert M. Gelfand  
9171 Wilshire Boulevard  
Beverly Hills, California 90210

With a copy to

Terra Vista Management, Inc.  
9171 Wilshire Blvd., Suite 627  
Beverly Hills, CA 90210  
Attn.: Sheila Schrank

With a copy to

Michael G. Silverman, Esq.  
1900 Avenue of the Stars, Suite 1900  
Los Angeles, California 90067

For KGID:

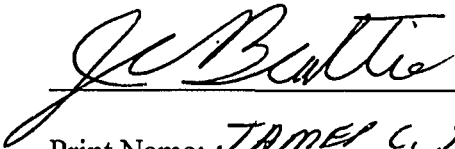
Candice S. Rohr, General Manager  
Kingsbury General Improvement District  
Post Office Box 2220  
Stateline, Nevada 89449

With a copy to

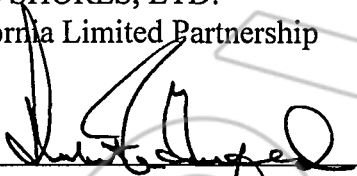
Noel E. Manoukian, Esq.  
1466 Highway 395 North  
Gardnerville, Nevada 89410

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and date first above written.

KINGSBURY GENERAL IMPROVEMENT DISTRICT  
a Nevada General Improvement District

By:   
Print Name: JAMES C. BEATTIE  
Chairman, Board of Trustees

TAHOE SHORES, LTD.  
A California Limited Partnership

By:   
Print Name: Herbert M. Gelfand  
Trustee of the Herbert M. and Beverly J. Gelfand  
Family Trust, its Operating General Partner

STATE OF NEVADA )  
)SS:  
COUNTY OF Douglas )

On March 4, 1998, before me, Candice S. Rohr, a Notary Public for the State of Nevada, personally appeared

James C. Beattie, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Candice S. Rohr  
Notary Public



STATE OF CALIFORNIA )  
)SS:  
COUNTY OF LOS ANGELES )

On February 27, 1998, before me, Lawrence Duplechan Jr., a Notary Public for the State of California, personally appeared

Herbert M. Gelfand, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lawrence Duplechan Jr.  
Notary Public

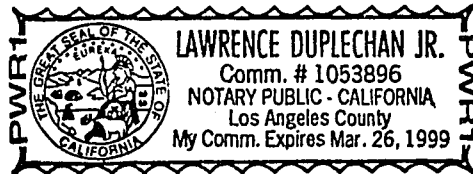


EXHIBIT A

(Legal Description)

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

PARCEL NO. 1:

Being a portion of the South one-half of Section 22, Township 13 North, Range 18 East, M.D.B. & M., described as follows:

COMMENCING at the Section corner common to Sections 22, 23, 26 and 27 of said Township and Range; thence South  $60^{\circ}13'$  West, a distance of 127.20 feet; thence North  $61^{\circ}$  West, a distance of 1340.20 feet to the most Easterly corner of the Nevada State Farm Bureau property as described in the deed recorded January 7, 1954, in Book B-1 of Deeds, at Page 14, Douglas County, Nevada, records, being also the Southwesterly corner of the property shown on the map of Oliver Park, as filed on February 2, 1959, in the office of the County Recorder of Douglas County, Nevada; thence North along the Easterly line of said Farm Bureau property, a distance of 300.00 feet to an angle point, and being the Northwesterly corner of Lot 16, in Block 3, as shown on the map of Oliver Park; thence continuing along the Northeasterly and Northerly lines of said Farm Bureau property, and the Southerly line of the property conveyed to Tahoe Village Properties, Inc., by Deed recorded August 19, 1955, in Book B-1 of Deeds, at Page 417, Douglas County, Nevada, records, North  $32^{\circ}20'40''$  West, a distance of 362.80 feet; thence continuing along the line common to said properties North  $60^{\circ}40'41''$  West, a distance of 648.68 feet, to the Southwesterly corner of the property conveyed to R.D. Keillor, et al, by Deed recorded April 16, 1963, in Book 16 of Official Records, at Page 695, Douglas County, Nevada, records; the True Point of Beginning; thence from the True Point of Beginning, North  $60^{\circ}40'53''$  West, a distance of 1744.33 feet; thence North  $81^{\circ}12'08''$  West, a distance of 399.40 feet to the Southwesterly corner of the property conveyed to Tahoe Village Properties, Inc., as above referred to; thence North 217.00 feet along the West line of said property; thence North  $86^{\circ}55'13''$  East along the Northerly line of said property, a distance of 561.96 feet; thence continuing along said Northerly line, South  $61^{\circ}11'11''$  East, a distance of 1747.00 feet, to a point from which the Point of Beginning bears South  $28^{\circ}48'49''$  West; thence South  $28^{\circ}48'49''$  West, along the Northerly extension of the Westerly line of the property conveyed to R.D. Keillor, et al, as above referred to and the Westerly line thereof, a distance of 365.71 feet to the True Point of Beginning.

A.P.N. 07-090-06

PARCEL NO. 2:

BEGINNING at a point on the Meander line of Lake Tahoe, which point is the Southwest corner of Lot 2, of Section 22, Township 13 North, Range 18 East, M.D.B. & M., thence East 509.52 feet along the quarter Section line to the West one-sixteenth corner; thence South along the one-sixteenth line 217.00 feet; thence North  $89^{\circ}11'30''$  West, 457.06 feet to a point on the Meander line, which point is South  $14^{\circ}$  East 217.00 feet from the Point of Beginning; thence North  $14^{\circ}$  West 217.00 feet to the Point of Beginning.

A.P.N. 07-090-05

EXCEPTING any portion of the above described property lying below the 6223.0 feet level of Lake Tahoe and also any artificial accretions to said land waterward of said land or natural ordinary high water or if Lake level has been artificially lowered. Excepting any portion below such elevation as may be established as the boundary by boundary line adjustment with the State or by Quiet Title Action in which the State is a party.

DESCRIPTION  
Pump Station Easement

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

All that portion of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 13 North, Range 18 East, M.D.M., more particularly described as follows:

Beginning at a point which bears South 37 42'14" West 152.95 feet from the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 22;  
 thence South 0 06'22" East 15.00 feet;  
 thence South 88 10'16" West 58.98 feet;  
 thence South 01 10'47" West 52.95 feet;  
 thence South 88 49'13" East 15.00 feet;  
 thence South 01 10'47" West 10.00 feet;  
 thence North 88 49'13" West 15.00 feet;  
 thence South 01 10'47" West 14.00 feet;  
 thence North 89 11'30" West 238.83 feet;  
 thence North 01 28'50" East 70.05 feet;  
 thence South 88 31'10" East 51.96 feet;  
 thence North 01 28'50" East 25.00 feet;  
 thence South 88 31'10" East 20.67 feet;  
 thence along a tangent curve to the left with a radius of 9.00 feet, a central angle of 88 09'50", and an arc length of 13.85 feet;  
 thence North 03 19'00" East 24.20 feet;  
 thence North 88 59'16" East 23.29 feet;  
 thence South 07 34'35" East 11.22 feet;  
 thence along a tangent curve to the left with a radius of 30.00 feet, a central angle of 82 56'11", and an arc length of 43.43 feet; thence North 89 29'14" East 158.87 feet to the Point of Beginning.

Containing 0.52 acres, more or less.

Also a 10 foot wide water line easement the centerline of which is described as follows;

Beginning at a point which bears WEST 29.02 feet from said Northeast corner of the Northwest 1/4 of the Southwest 1/4 of section 22; thence South 11 03'10" East 91.94 feet;  
 thence North 89 25'30" West 140.49 feet;  
 thence South 03 40'26" West 32.79 feet to a point on the Northerly line of the above described Pump Station Easement.

Also a 20 foot wide waterline easement the centerline of which is described as follows:

Beginning at a point which bears South 65 43'34" West 429.97 feet from said Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 22; thence North 88 31'10" West

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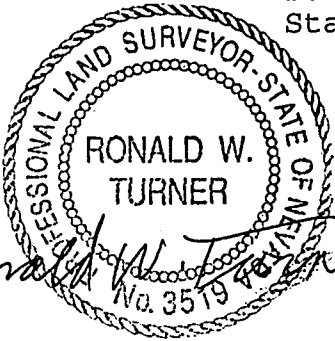
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34.00 feet; thence South 76 00' West 38.54 feet to the  
Westerly terminus of this description.

The Basis of Bearing for these descriptions is the bearing  
SOUTH between found monuments on the East boundary of APN  
07-090-05.

Note: Refer this description to your title company  
before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.  
Land Surveying  
PO Box 5067  
Stateline, NV 89449



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REQUESTED BY

KGI D

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'98 MAR -5 A9:40

LINDA SLATER  
RECORDER

\$23 <sup>00</sup> PAID 2 DEPUTY

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