ACCM 1455 RATT-& Exempl-3

When Recorded Mail to the Grantee as follows: SYNCON HOMES c/o Leo A. Hanly 2221 Meridian Blvd. #A Minden, NV 89423

A Portion of APN: 21-280-390

## **EASEMENT DEED**

THIS INDENTURE, made this 1574 day of September, 1999, by and between SUNRIDGE CORPORATION, a Nevada corporation (hereinafter referred to as "GRANTOR"), and SYNCON HOMES, a Nevada corporation (hereinafter referred to as "GRANTEE");

## WITNESSETH:

WHEREAS, GRANTOR is the owner of certain real property located in Douglas County, Nevada, known as A.P.N. 21-280-390; and

WHEREAS, GRANTEE is the owners of certain real property located in Douglas County, Nevada, known as A.P.N. 21-280-380; and

WHEREAS, GRANTOR desires to convey and GRANTEE desires to receive an easement for access, utilities and drainage over a portion of GRANTOR's real property referenced above for the benefit of GRANTEE's real property referenced above;

NOW, THEREFORE, the undersigned GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains and sells unto GRANTEE, and to its heirs, successors and assigns, all right, title and interest to a non-exclusive easement for access, drainage and public and private underground utility purposes across a portion A.P.N. 21-280-390 more particularly described in Exhibit "A" hereto which is incorporated by this reference as if fully set forth herein for the benefit of A.P.N. 21-280-380.

A.P.N. 21-280-390 is improved real property upon which an eighteen hole golf course is located. Any construction, maintenance or repair of improvements within said easement shall take place in such a manner so as not to unreasonably disrupt the ongoing use of the A.P.N. 21-280-390. All work with regard to improvements within the easement shall take place only after

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reasonable notification to the Owner of A.P.N. 21-280-390 and upon the reasonable approval of such owner regarding the scheduling and manner of such work. GRANTEE is not required to provide advance notice of the owner of A.P.N. 21-280-390 of emergency repairs if it would be unreasonable to provide such notice before making the emergency repairs. GRANTEE shall be responsible for immediately returning any disturbed portion of A.P.N. 21-280-390 to its prior improved condition following the construction, maintenance or repair of any improvement within said easement.

The burdens and benefits of the said easement shall run with the land.

IN WITNESS WHEREOF, said GRANTOR has executed this instrument on the day and year first above written.

SUNRIDGE CORPORATION

BELE WELLMAN, President

STATE OF NEVADA

CARSON CITY

On <u>Jeptinbers</u>, 1999, personally appeared before me, a notary public, BILL WELLMAN, President of Sunridge Corporation, personally known (or proved) to me to be the person whose name is subscribed to the foregoing Easement Deed, who acknowledged to me that he executed the foregoing document.

SS.

YOTARY PUBLIC

LAUREN ARENDS
NOTARY PUBLIC - NEVADA
Appt Recorded in CARSON CITY
No. 93-0088-3 My Appt. Exp. Dec. 19, 2001

## LEGAL DESCRIPTION FOR ACCESS, P.U.E., AND DRAINAGE EASEMENT APN - -

That portion of the N 1/2 of Section 8, Township 14 North, Range 20 East, M.D.B.& M. in the County of Douglas, State of Nevada, more particularly described as follows:

Beginning at the N 1/16 corner of Section 8, said point being a 5/8" rebar, per document No. 135681, thence through the following courses;

- 1. North 89°55'15" East, 1107.72 feet;
- 2. South 50°58'25" West, 169.48 feet;
- 3. North 00°04'45" West, 76.54 feet;
- 4. South 89°55'15" West, 1218.78 feet;
- 5. North 00°02'57" West, 30.13 feet;
- 6. North 89°57'03" East, 242.85 feet to the TRUE POINT OF BEGINNING.

AREA OF 43,600 SQ. FT. OR 1.00 ACRES

The bearing of North 00°01'13" West for the West Section line of Section 17, Township 14 North, Range 20 East, M.D.B.& M., per Document No. 363687 of Official Records of Douglas County, was used as the Basis of Bearings for this description.

EXHIBIT "A".
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