アクァァ #2 APN #1318-23-401-001

RECORDED AT THE REQUEST OF AND RETURN TO:

Douglas County Department of Community Development PO Box 218

Minden, Nevada 89423

2002.176

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GRANT DEED FOR PUBLIC ROADWAY AND RESERVATION OF EASEMENT RIGHTS

THIS INDENTURE MADE THIS And day of April 2002, between Edgewood Commercial Village LLC as owner of Assessor's Parcel 07-120-080, Party of the First Part, hereinafter called GRANTOR, and the County of Douglas, a political subdivision of the State of Nevada, Party of the Second Part, hereinafter called GRANTEE,

WITNESS:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$ 1.00), lawful money of the United States of America, and other good valuable considerations, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, and sell unto the GRANTEE and to his assigns forever, all of its right, title and interest in that certain tract, piece or parcel of land situate, lying and being in the SW 1/4 of Section 23, Township 13 North, Range 18 East, M.D.B.M., County of Douglas, State of Nevada, and more particularly described as follows:

SEE ATTACHED EXHIBITS "A" AND "B"

Being a Portion of Assessor's Parcel number 07-120-080.

TOGETHER with all and singular the tenements, hereditaments and appurtenances there unto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to its assigns forever. This GRANT is made with the express reservation that prior to the land granted hereunder being dedicated by the County as a public roadway, and held open to the public for travel thereon, that GRANTOR reserves for itself and its invitees and licensees a non-exclusive roadway easement and right to utilize the land granted hereunder for unlimited ingress and egress to any and all of the property contiguous to the land conveyed hereunder. Should the County cease to hold this property open as a public roadway, for any reason, the above-stated easement for ingress and egress shall once again commence, and GRANTOR shall then have the right, but not the obligation to repair and maintain the roadway in order to permit safe and reasonable access thereon. Furthermore, GRANTOR

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reserves a temporary easement to enter onto the land granted hereunder for the purposes of installing, maintaining, and repairing any and all aboveground or underground utilities, including, without limitation, gas, water, sewer, cable, electrical and phone. Any repairs required to be made to restore the land granted hereunder to its previous condition, after such installation, maintenance, and/or repair shall be made at GRANTOR's cost, until such time as said utilities are dedicated by GRANTOR to the respective public, private and/or quasi-public utilities. At such time of dedication, those entities rights to install, maintain, or repair such utilities shall be governed by the franchise agreements said entities have with GRANTEE and such entities shall assume GRANTOR's repair obligation set forth, *supra*. The above terms shall run with the land, and be binding on the successors and assigns of GRANTOR and GRANTEE.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

Wayne L. P	rim, Jr., M	lanager	
Edgewood	Commerci	ial Village LL	C

STATE OF NEVADA)
) SS:
COUNTY OF DOUGLAS)

On this 10 day of	April:	_, in the year	2002 before me,	7
Charlene	V		1 1 1	- 40

Wayne L. Prim, Jr., 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 this instrument, and acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: //

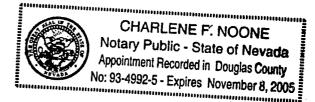


EXHIBIT "A"

A parcel of land located within the southwest 1/4 of section 23, Township 13 North, Range 18 East M.D.M., described as follows:

Commencing at the Northwest corner of that parcel as described in Book 397, Page 3323 official records Douglas County, said point also shown on record of survey Book 1197, Page 2829 official records Douglas County;

thence South 88 Degrees 54' 35" East along the North line of said parcel described on Book 397, Page 3323, 131.39 feet to the point of beginning;

thence continuing South 88 Degrees 54' 35" East along said North line, 46.00 feet; thence South 1 Degree 05' 25" West, 16.23 feet to the beginning of a 34.00 foot radius curve to the left having a central angle of 47 Degrees 53' 15"; thence along the arc of said curve 28.42 feet to a point of reverse curvature; thence along the arc of a 51.00 foot radius curve 156.04 feet through a central angle of 175 Degrees 18' 09"; thence North 38 Degrees 30' 19" East, 1.00 feet to the beginning of a 36.25 foot radius curve concave Southerly, said beginning of curve having a radial bearing of North 38 Degrees 30' 19" East; thence Westerly along the arc of said curve, 23.67 feet through a central angle of 37 Degrees 24' 54", thence North 88 Degrees 54' 35" West, 129.26 feet to the beginning of a 20.00 foot radius curve to the left, having a central angle of 66 Degrees 40' 54", thence along the arc of said curve 23.28 feet; thence North 65 Degrees 35' 29" West, 3.61 feet to a point on the East right of way line of U.S. Highway 50, said point being on a curve concave Westerly and having a radial bearing of South 65 Degrees 35' 29" East; thence Northerly along said right of way line of U.S. Highway 50, 82.57 feet through a central angle of 1 Degree 51' 45" to a point on said East right of way line and curve, said point having a radial bearing back of North 67 Degrees 27' 14" West and a radial bearing forward of South 86 Degrees 39' 44" East; thence Southeasterly 25.90 feet along the arc of a 18.28 foot radius curve concave Northeasterly through a central angle of 81 Degrees 09' 45"; thence South 77 Degrees 49' 29" East, 23.36 feet; thence South 88 Degrees 54' 35" East, 63.40 feet to the beginning of a 33.00 foot radius curve to the left, thence along the arc of said curve 33.73 feet through a central angle of 58 Degrees 33' 50"; thence North 57 Degrees 28' 26" West, 1.00 feet to a point on a 51.00 foot radius curve concave Southeasterly, said point having a radial bearing of North 57 Degrees 28' 26" West, thence Northeasterly 14.64 feet along the arc of said curve through a central angle of 16 Degrees 27' 06" to a point of reverse curvature; thence 28.42 feet along the arc of a 34.00 foot radius curve through a central angle of 47 Degrees 53' 15"; thence North 1 Degree 05' 25" East, 16.23 feet to the point of beginning.

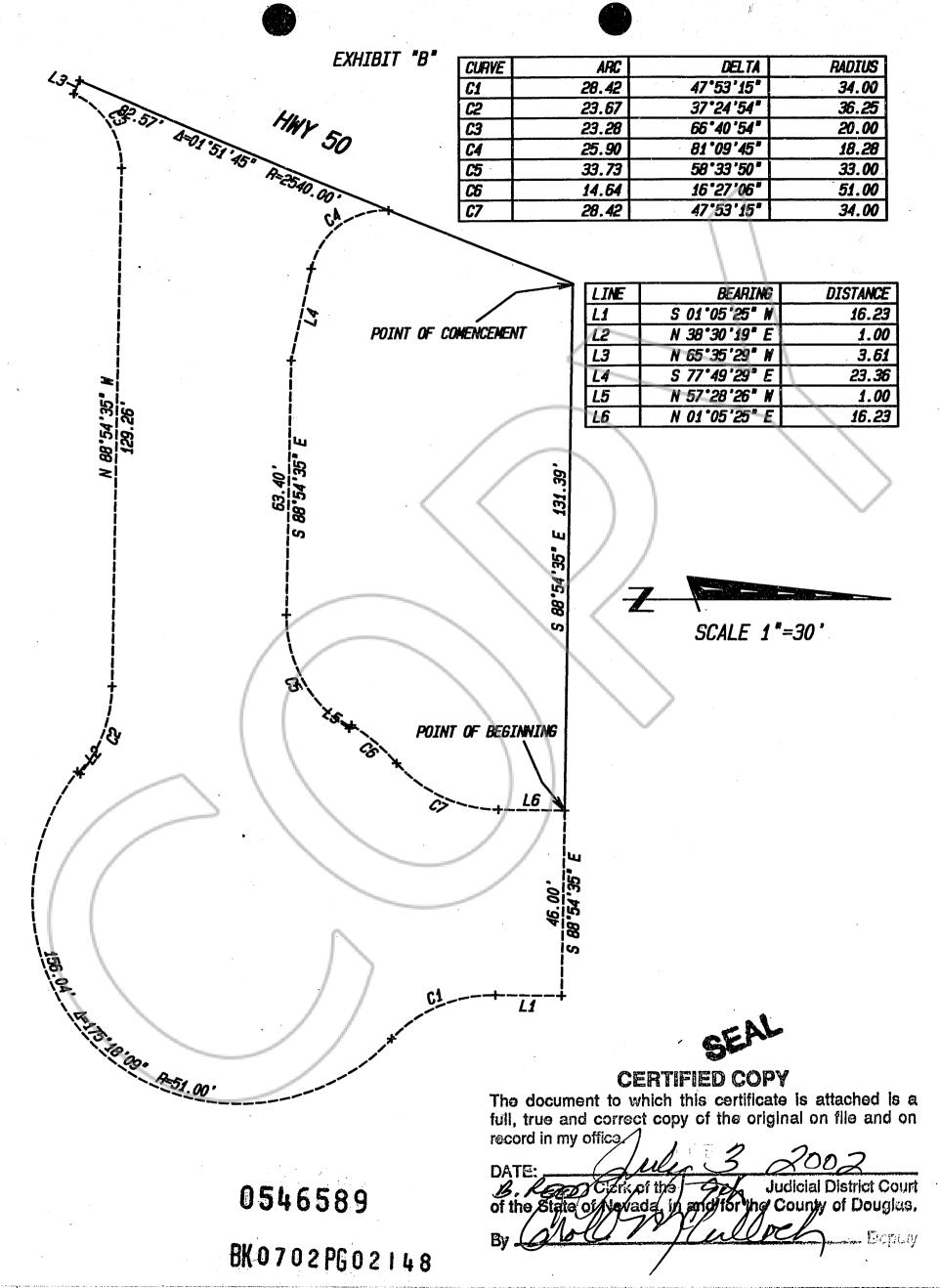
Basis of Bearing for this description is Record of Survey Book 1197, Page 2829 official records Douglas County.

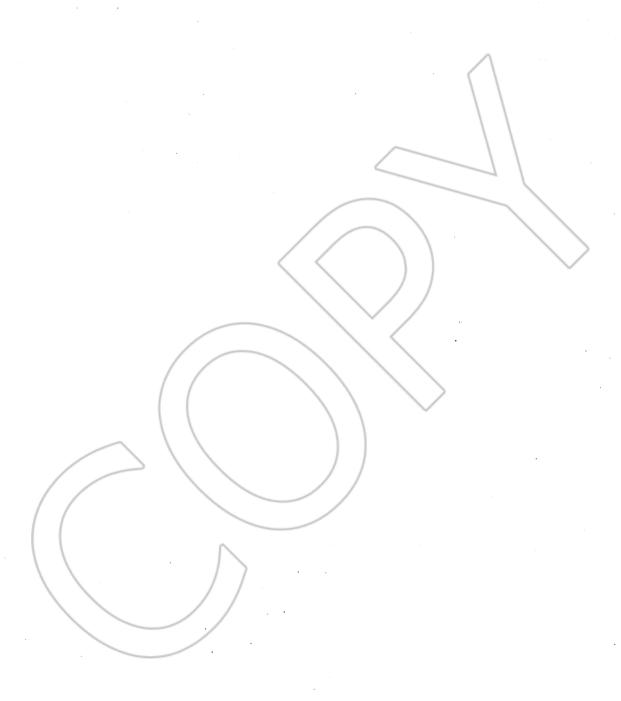
DENNIS P. CHAPMAN

Dennis P. Chapman 2548 Rampart Terrace Reno, Nevada 89509

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DOUGLAS COUNTY

IN OFFICIAL RECORDS OF DOUGLAS CO. MEYADA

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