

REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 JUL 16 AM 9:48

WERNER CHRISTEN
RECORDER

29⁰⁰ PAID *KJ* DEPUTY

RECORDING REQUESTED BY AND)
WHEN RECORDED RETURN TO:)
)
Melanie J. Aldridge, Esq.)
Law Office of Melanie J. Aldridge)
440 West Fallbrook Avenue, Suite 106)
Fresno, CA 93711)

030101262

THIS SPACE FOR RECORDER'S USE

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (the "Agreement") is made and effective as of June 16, 2003 by and between Chris H. Gansberg, Jr. and Faye H. Gansberg, husband and wife (collectively "Gansberg") and David J. Rosso and Judith E. Rosso, husband and wife (collectively "Rosso"). This Agreement is made with reference to the following facts:

A. Gansberg is the owner of that certain real property located in Alpine County, California described on Exhibit A attached hereto and incorporated herein by this reference (the "Gansberg Property"). Rosso is the owner of that certain real property located in Douglas County, Nevada described on Exhibit B attached hereto and incorporated herein by this reference (the "Rosso Property").

B. On June 29, 2000 Gansberg recorded an easement in favor of Wendy Noel Gansberg, which easement was recorded in Book 89, at Page 1731, Document No. 594 (the "Original Easement"). On April 11, 2001 Wendy Noel Gansberg quitclaimed the Original Easement to Gansberg pursuant to that certain Quitclaim Deed dated February 28, 2001 recorded in Book 90, Page 1517 as Document No. 443, which extinguished the Original Easement by virtue of a merger of the easement into the fee title of Gansberg. On April 11, 2001 Gansberg recorded that certain Easement Grant Deed dated February 28, 2000 and recorded in Alpine County Official Records in Book 90, Page 1519 as Document No. 444 (the "Second Easement"). The Original Easement and the Second Easement were for the benefit of the Rosso Property.

C. Since the Original Easement has been extinguished and the Second Easement violated California Civil Code Section 805 and thus was ineffective, Gansberg and Rosso wish to acknowledge the extinguishment of the Original Easement and the Second Easement. Gansberg wishes to grant Rosso a new easement in order to facilitate the access, ingress and egress to and from the Rosso Property on the terms and conditions set forth below.

D. The parties acknowledge Gansberg intends to develop and sell those parcels listed on Exhibit C (the "Development Parcels") to one or more third parties (a "New Owner"). Gansberg and Rosso wish to address the potential use of the access road constructed by Rosso by a New Owner.

THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

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1. Previous Easements. The parties hereby acknowledge the Original Easement has been extinguished by merger and the Second Easement was an ineffective grant of easement. Therefore, the parties agree both the Original Easement and the Second Easement are of no force or effect.

2. Grant of Easement. Gansberg hereby grants to Rosso a non-exclusive right of way and easement (the "Road Easement") over that area described on Exhibit D (the "Easement Area") for (i) access, ingress and egress to and from the Rosso Property and (ii) to construct, maintain, use, grade, drain and repair a 16-foot wide private road (the "Road") over and across the Easement Area. Gansberg hereby grants to Rosso a non-exclusive right of way and easement (the "Utility Easement") over the Easement Area for telephone, power, water and sewage purposes (collectively, "Utilities").

3. Use of Easement. The Road Easement shall not be used by Rosso for any purpose other than access, ingress and egress to and from the Rosso Property. The Utility Easement shall not be used by Rosso for any purpose other than Utilities serving the Rosso Property.

4. Initial Construction; Maintenance and Repair Costs. Rosso agrees the initial construction of the Road in the Easement Area and the installation of the Utilities in the Easement Area shall be made at the sole cost and expense of Rosso. Subject to Section 5 below, Rosso shall be solely responsible for all expenses of the maintenance, use, grading, improvements, drainage and repair of the Road in the Easement Area (the "Maintenance Expenses"). However, in the event Gansberg or any agent or invitee of Gansberg damages the Road or the Utilities in the Easement Area, all expenses associated with repairing such damage shall be the responsibility of Gansberg.

5. Allocation of Maintenance Expenses. In the event Gansberg conveys one or more parcels of land comprising the Development Parcels to a New Owner, such New Owner shall be obligated to share in the Maintenance Expenses in proportion to the New Owner's use of the Road. Rosso and New Owner(s) shall, from time to time, determine the maintenance necessary to keep the Road in good and passable condition in all seasons under reasonable traffic and weather conditions. In the event Rosso and a New Owner cannot agree on the proper proportion for sharing the Maintenance Expenses or the maintenance to be performed, then the matter shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

6. Reserved Rights. Gansberg hereby reserves to themselves and their successors and assigns in the Gansberg Property the right to use the Easement Area (including the Road) for any purposes which will not interfere with the exercise by Rosso of their rights under this Agreement.

7. Use of Easement by Grantee. At all times when Rosso is exercising their right to use the Road Easement and the Utility Easement under this Agreement, they shall exercise reasonable efforts to avoid damage to livestock and other improvements located on the Gansberg Property (collectively the "Improvements"). Notwithstanding the foregoing, if during the

exercise of Rosso's rights under this Agreement, Rosso causes damage to or the loss of any Improvements owned by Gansberg, Rosso shall, at their own expense, repair and reimburse Gansberg for such damage to, or loss of, such Improvements.

8. Indemnification. Rosso, their successors and assigns shall indemnify and defend Gansberg and their successors and assigns (but excluding a New Owner) from and against all claims, losses and other expenses including, without limitation, reasonable attorneys' fees and court costs (collectively, "Damages") resulting from the exercise by Rosso of their rights under this Agreement, including without limitation Damages suffered or asserted by third parties.

9. Easement and Rights Run With the Land. The Road Easement, the Utility Easement and other rights granted to Rosso by Gansberg under this Agreement, and the restrictions and covenants contained herein, shall run with the Gansberg Property, the Development Parcels and the Rosso Property and shall inure to the benefit of and bind the successors and assignees of Gansberg and Rosso, respectively. All of Gansberg's rights and obligations under this Agreement shall pass to Gansberg's successors and assigns in and to the Gansberg Property, and all references to Gansberg in this Agreement shall be deemed to be references to such successors and assignees. Each of Gansberg's successors and assignees in and to the Development Parcels shall be deemed to be a New Owner and all references to New Owner in this Agreement shall be deemed to be references to such successors and assignees in the Development Parcels. All of Rosso's rights and obligations under this Agreement shall pass to Rosso's successors and assigns in and to the Rosso Property, and all references to Rosso in this Agreement shall be deemed to be references to such successors and assignees.

10. Waiver. The waiver of or failure to enforce any breach or violation of any restriction contained in this Agreement shall not be deemed to be a waiver or abandonment of such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction.

11. No Agency or Partnership. Nothing in this Agreement shall be deemed or construed by any person to create the relationship of principal and agent, or of limited or general partnership, or of joint venture, or of any other association between or among any of the parties. No part of this Agreement shall be construed as creating any rights in the general public, nor shall any part be deemed to be a gift or dedication for public use of any portion of the properties, including the Road, the Utilities and the Easement Area, described in this Agreement.

12. Further Documents. Each party shall, as often as reasonably requested, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further documents and instruments as may be necessary to carry out the intent and purpose of this Agreement.

13. Attorneys' Fees. In the event of any controversy, claim or dispute relating to this Agreement, the prevailing party shall be entitled to recover all costs of suit, including without limitation reasonable attorneys' fees.

14. Entire Agreement. This Agreement and the attached Exhibits (which are incorporated herein by this reference) contain the entire agreement of the parties concerning the right of way, easement and other rights granted to the parties in this Agreement. This Agreement supersedes all prior agreements of the parties with respect thereto, whether oral or written, and may not be modified except by a written instrument executed by the parties.

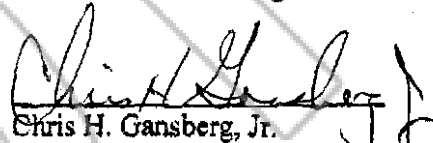
15. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.


16. Easement Subject to Existing Rights. The right of way, easements and other rights described in this Agreement are granted subject to current taxes and assessments and all covenants, conditions, restrictions, reservations, rights, rights of way, easements and encumbrances affecting the Gansberg Property as of the date hereof.

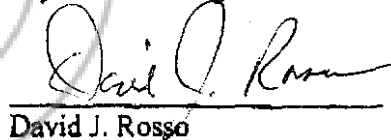
17. Severability. If any term, covenant, condition or restriction of this Agreement is determined by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the remaining terms, covenants, conditions and restrictions contained in this Agreement.

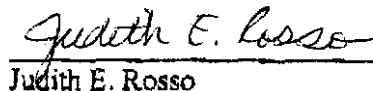
18. Authority. The parties hereby warrant to each other that they have full authority to enter into this Agreement and to otherwise perform the obligations of such party as set forth herein.

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


Chris H. Gansberg, Jr.


Faye H. Gansberg

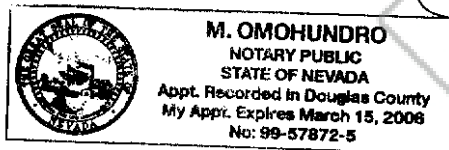

David J. Rosso

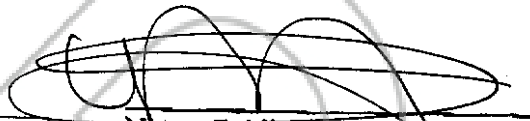

Judith E. Rosso

STATE OF ~~CALIFORNIA~~ ^{Nevada}
)SS.
COUNTY OF ~~Douglas~~ ^{Douglas}

On 7/14/03, before me, M. Omohundro, Notary Public,
personally appeared Christ H. Gansberg, 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.

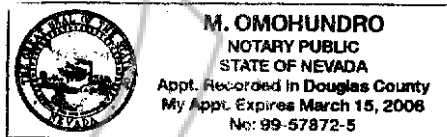




Notary Public

STATE OF ~~CALIFORNIA~~ ^{Nevada}
)SS.
COUNTY OF ~~Douglas~~ ^{Douglas}

On 7/14/03, before me, M. Omohundro, Notary Public,
personally appeared Faye H. Gansberg, 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.

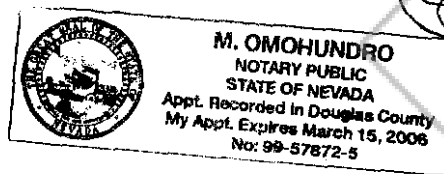



Notary Public

STATE OF ~~CALIFORNIA~~ ^{NEVADA}
COUNTY OF ~~San Diego~~ ^{Douglas})SS.

On 7/14/03, before me, M. Omohundro, Notary Public,
personally appeared David S. Rosso, 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.

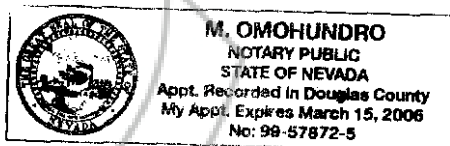



Notary Public

STATE OF ~~CALIFORNIA~~ ^{NEVADA}
COUNTY OF ~~San Diego~~ ^{Douglas})SS.

On 7/14/03, before me, M. Omohundro, Notary Public,
personally appeared Judith E. Rosso, 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.




Notary Public

EXHIBIT A

"Gansberg Property"

(Legal description for APN 001-140-058)



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EXHIBIT "A"

DESCRIPTION

All that certain real property situated in the County of Alpine, State of California, more particularly described as follows:

PARCEL NO. 1:

A certain piece or tract of land located in Section 1, Township 11 North, Range 19 East, and Section 6, Township 11 North, Range 20 East, and more particularly described as follows:

BEGINNING at the Township corner common to Section 1, Township 11 North, Range 19 East and Section 6, Township 11 North, Range 20 East and running thence South 1312.00 feet; thence West 1320.00 feet; thence South 1320.00 feet; thence West 1320.00 feet; thence South 2640.00 feet; thence East 1535.00 feet; thence North 42° 45' 48" East 3566.84 feet; thence North 2653.35 feet; thence West 1316.78 feet to the point of beginning.

EXCEPTING HOWEVER, all that certain piece or parcel of land formerly situated, located and being in Douglas County, Nevada, particularly described as follows:

COMMENCING at a point 416 feet East of the Northwest corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 6, Township 11 North, Range 20 East, M.D.B.&M., and running thence to said Northwest corner of said Section 6, 416 feet; thence at right angles 816 feet South; thence at right angles 160 feet East to a fence; thence along the fence, Northeast and North to place of beginning, being the same property conveyed by Henry Bassman to Henry Hogrefe by deed recorded in Book L, Page 5 of Deeds, Records of Douglas County, Nevada.

Lot 3 and Lot 4 comprising entirely the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 1, Township 11 North, Range 19 East and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 1, Township 11 North, Range 19 East, M.D.B.&M.

ALSO EXCLUDING all that portion lying within Nevada.

ALSO EXCEPTING any portion lying within Foothill Road as conveyed to County of Alpine by Deeds recorded May 13, 1992, in Book 76, Page 158 and May 22, 1992, in Book 76, Page 253, Official Records.

PARCEL NO. 2:

A parcel of land located within the Southwest $\frac{1}{4}$ of Section 6, Township 11 North, Range 20 East, M.D.B.&M., Alpine County, and further being a portion of Parcel No. 2 as shown in the deed description as recorded in Book F, at Page 199, Alpine County, Recorder's Office, described as follows:

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COMMENCING at the Southeasterly corner of Parcel No. 2 per said Book F, Page 199, from which the ¼ corner common to Sections 6 and 7, Township 11 North, Range 20 East, M.D.B.&M., bears South 02° 49' 30" East 758.80 feet; thence along the West right-of-way of State Route 88, North 00° 14' East 760.40 feet to the point of beginning; thence West, 1624.71 feet; thence North 706.37 feet, more or less, to the Northwesterly line of said Parcel No. 2; thence along said Northwesterly line, North 42° 45' 50" East 484.89 feet, more or less, to a point on the East line of the Northwest ¼ of the Southwest ¼ of said Section 6; thence North 00° 28' East along the last mentioned line, 54.60 feet to a point at the corner of Tracts 38, 39 and the North line of Tract 40 of said Section 6; thence continuing on the Northerly line North 89° 53' East on the line between Tracts 38 and 40, 1229.60 feet, more or less, to the West right-of-way of State Route 88; thence along said right-of-way South 00° 14' West 1119.60 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM, all that portion thereof conveyed to the State of California for freeway by Deed from Chris H. Gansberg, et al, dated November 13, 1964 and recorded March 30, 1965, in Book 4, Page 104 of Official Records.

PARCEL NO. 3:

A parcel of land located within the Southwest ¼ of Section 6, Township 11 North, Range 20 East, M.D.B.&M., Alpine County, and further being a portion of Parcel No. 2 as shown in the deed description as recorded in Book F, at Page 199, Alpine County, Recorder's Office, described as follows:

BEGINNING at the Southeasterly corner of Parcel No. 2 per said Book F, Page 199, from which the ¼ corner common to Sections 6 and 7, Township 11 North, Range 20 East, M.D.B.&M., bears South 02° 49' 30" East 758.80 feet; thence along the Southerly line of said Parcel No. 2, South 68° 55' West 1737.95 feet; thence North 1386.35 feet; thence East 1624.71 feet, more or less to the West right-of-way of State Route 88; thence along the West right-of-way South 00° 14' West 760.40 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM, all that portion thereof conveyed to the State of California for freeway by Deed from Chris H. Gansberg, et al, dated November 13, 1964 and recorded March 30, 1965, in Book 4, Page 104 of Official Records.

PARCEL NO. 4:

A parcel of land located within the Southwest ¼ of Section 6 and the Northwest ¼ of Section 7, Township 11 North, Range 20 East, M.D.B.&M., Alpine County, and further being a portion of Parcel No. 2 as shown in the deed description as recorded in Book F, at Page 199, Alpine County, Recorder's Office, described as follows:

COMMENCING at the Southeasterly corner of Parcel No. 2 per said Book F, Page 199, from which the ¼ corner common to Sections 6 and 7, Township 11 North, Range 20 East, M.D.B.&M., bears South 02° 49' 30" East 758.80 feet; thence along the Southerly line of said Parcel No. 2, South 68° 55' West 1737.95 feet to the point of beginning; thence continuing on said Southerly line South 68° 55' West 1040.75 feet, more or less, to the West line of said Section 7; thence Northerly along the West line of Sections 6 and 7, 1417.11 feet, more or less, to the Northwesterly line of said Parcel No. 2; thence along said Northwesterly line North 42° 45' 50" East 1430.21 feet; thence South, 2092.72 feet, more or less, to the point of beginning.

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PARCEL NO. 5:

A parcel of land being a portion of Parcel No. 2 as shown in the deed description recorded in Book F of Official Records, Page 199, being located within portions of the Southeast $\frac{1}{4}$ of Section 1 and the Northeast $\frac{1}{4}$ of Section 12, Township 11 North, Range 19 East, M.D.B.&M., Alpine County, being further described as follows:

BEGINNING at the section corner common to Sections 1 and 12, Township 11 North, Range 19 East, and Sections 6 and 7, Township 11 North, Range 20 East; thence South on the East line of the Northeast $\frac{1}{4}$ of said Section 12 a distance of 224.46 feet; thence South $68^{\circ} 55'$ West on the Southerly line of said Parcel No. 2 a distance of 1777.56 feet to a point on the Easterly right-of-way to the county road (aka Fredericksburg Road), said right-of-way being also the Westerly line of said Parcel No. 2; thence on said Westerly line the following 3 courses: North $25^{\circ} 00'$ West 217.8 feet, North $19^{\circ} 39'$ West 421.6 feet, North $00^{\circ} 05'$ East 266.7 feet to a point on the North line of the Northeast $\frac{1}{4}$ of said Section 12, being also a point of the South line of the Southeast $\frac{1}{4}$ of said Section 1, being also the Northwest corner of said Parcel No. 2; thence on the Northerly line of said Parcel No. 2 the following 2 courses: North $89^{\circ} 55'$ East on said section line common to Sections 1 and 12 a distance of 787.50 feet, North $42^{\circ} 45' 50''$ East 1626.71 feet to a point on the East line of the Southeast $\frac{1}{4}$ of said Section 1; thence South on said East section line a distance of 1192.65 feet to the point of beginning.

ALSO EXCEPTING any portion lying within Foothill Road as conveyed to County of Alpine by Deeds recorded May 13, 1992, in Book 76, Page 158 and May 22, 1992, in Book 76, Page 253, Official Records.

PARCEL NO. 6:

A parcel of land located within the Northeast $\frac{1}{4}$ of Section 12, Township 11 North, Range 19 East, M.D.M., Alpine County, more particularly described as follows:

BEGINNING at a point on the North line of said Section 12 which bears South $89^{\circ} 55'$ West 1952.00 feet from the Northeast corner thereof, said point also being on the Westerly line of Fredricksburg Road; thence along said Westerly line of Fredricksburg Road the following 4 courses: South $0^{\circ} 05'$ West 277.10 feet, South $19^{\circ} 39'$ East 434.80 feet, South $25^{\circ} 00'$ East 559.40 feet and South $50^{\circ} 12'$ East 197.0 feet, more or less, to a point on the South line of the Northwest $\frac{1}{4}$ of said Northeast $\frac{1}{4}$; thence South $89^{\circ} 55'$ West, along said South line, 1219.7 feet, more or less to the Southwest corner of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence North $0^{\circ} 00'$ East 1320.4 feet, more or less, to the North $\frac{1}{4}$ corner of said Section 12; thence North $89^{\circ} 55'$ East, along the North line of said Section 12, 686.2 feet, more or less, to the point of beginning.

ALSO EXCEPTING any portion lying within Foothill Road as conveyed to County of Alpine by Deeds recorded May 13, 1992, in Book 76, Page 158 and May 22, 1992, in Book 76, Page 253, Official Records.

ALSO EXCEPTING all that portion thereof described as follows:

A parcel of land located within a portion of the Southwest one-quarter of the Southeast one-quarter (SWSE) of Section 1 and a portion of the Northwest one-quarter of the Northeast one-quarter (NWNE) of Section 12, Township 11 North, Range 19 East, Mount Diablo Meridian, Alpine County, California, described as follows:

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Commencing at the one-quarter corner common to said Sections 1 and 12, T.11N., R.19E., M.D.M., a found 1948 standard U.S.G.L.O. brass cap, the POINT OF BEGINNING; thence along the center section line of said Section 1, North 00° 00' 24" East, 201.64 feet; thence South 89° 59' 36" East, 691.74 feet to a point on the Westerly right of way of Foothill Road, also known as Fredericksburg Road; thence along said Westerly right of way, South 00° 31' 50" East, 313.65 feet; thence continuing along said Westerly right of way, along the arc of a tangent curve to the left having a radius of 1160.00 feet, central angle of 22° 24' 05", and arc length of 453.53 feet; thence continuing along said Westerly right of way, South 22° 55' 55" East, 122.47 feet; thence along an existing fence line, South 69° 01' 05" West, 229.81 feet; thence along an existing fence line, South 20° 41' 25" East, 90.76 feet to an angle point in said fence line; thence continuing along said fence line, South 19° 49' 38" East, 104.11 feet to a fence corner; thence along an existing fence line, South 63° 38' 31" West, 174.84 feet to a fence corner; thence along an existing fence line, South 69° 17' 38" West, 401.48 feet to a fence corner; thence along an existing fence line, North 03° 13' 08" West 221.45 feet to a fence corner; thence along an existing fence line, North 86° 31' 21" West, 143.73 feet to a point on the center section line of said Section 12; thence along said center section line of Section 12, North 00° 04' 47" East, 921.00 feet to the POINT OF BEGINNING.

The Basic of Bearing of this description is South 89° 52' 06" East, the South line of the Southeast one-quarter of Section 36, T.12N., R.19E., M.D.M., as shown on the Record of Survey to Support a Lot Line Adjustment for Chris H. Jr. and Faye H. Gansberg recorded April 11, 2001 in Alpine County, California in Book 5 of Maps, at Page 7.

Assessor's Parcel No. for Parcels 1 through 6: 001-140-058 (Portion)

PARCEL NO. 7:

All that portion of the Southwest quarter of Section 31, Township 12 North, Range 20 East, M.D.B.&M., Lot 10 and all that portion of the Northeast ¼ of the Southeast ¼ of Section 36, Township 12 North, Range 19 East, M.D.B.&M., lying within the County of Alpine.

ALSO EXCEPTING any portion lying within Foothill Road as conveyed to County of Alpine by Deeds recorded May 13, 1992, in Book 76, Page 158 and May 22, 1992, in Book 76, Page 253, Official Records.

ALSO EXCEPTING THEREFROM

Lots 1, 2 and 3 as shown on that certain Record of Survey filed April 11, 2001 in the Office of the County Recorder of said Alpine County in Book 5 of Maps, Page 7.

Assessor's Parcel No. 001-010-022

PARCEL 8:

(A) Being a portion of Tract 40, (a portion of the South ½ of the Southwest ¼) in Section 6, Township 11 North, Range 20 East, M.D.B.&M., in Alpine County, California, more particularly described by metes and bounds as follows:

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Beginning at a point at the Southeast corner of the parcel, on the Westerly right of way line of Highway No. 88, said point being South 89° 38' West, 40.00 feet from the one-quarter corner common to Sections 6 and 7 of said Township and Range; thence South 89° 38' West along the section line 1995.21 feet to a point at the intersection with the property and fence line; thence North 68° 55' East, along said property and fence line 2141.86 feet to a point of intersection of the Northeast corner of the parcel with the West right of way line of said highway; thence South 0° 15' West along said right of way line 757.72 feet to the point of beginning.

(B) The Northwest ¼ of the Northeast ¼ and the Northeast quarter of the Northeast quarter of Section 7, Township 11 North, Range 20 East, M.D.B.&M.

EXCEPTING HOWEVER, the following described property:

Being a portion of Section 7, Township 11 North, Range 20 East, M.D.B.&M., an more particularly described by metes and bounds as follows:

Commencing at the intersection of the Easterly right of way line of the Department of Public Works' survey between Nevada-California State Line and 2.9 miles Southerly, road X-ALP-24-D, with the boundary line common on the lands now or formerly owned by Wm. F. Neddenriep and Frederick Burns, et ux, said intersection bearing North 68° 15' East 43.14 feet along said common boundary line, from Engineers' Station 46+64.0 of said survey an being 3989.8 feet North and 2659.3 feet East of a mound of rocks marking the Southwest corner of said Section 7; thence North 0° 15' East, 449.3 feet along said right of way line to the boundary line common to the lands now or formerly owned by Frederick Gansberg and Frederick Burns, et ux, thence North 69° 05' East, 10.6 feet along last said common boundary line to an angle point therein; thence, continuing along last said common boundary line South 12° 57' East, 421.4 feet to the first said common boundary line; thence South 68° 15' West, 114.4 feet to the point of commencement.

ALSO EXCEPTING all that portion of said Northwest ¼ of Northeast ¼ and the Northeast quarter of the Northeast quarter lying Southerly of the dividing line between the lands of Wm. F. Neddenriep and Fred Gansberg.

ALSO EXCEPTING any portion of the following described land that lies within the boundaries of the Northwest ¼ of the Northeast ¼ of Section 7:

BEGINNING at a point that bears North 70 feet from quarter section corner on range line between Section 7, Township 11 North, Range 20 East, and Section 12, Township 11 North, Range 19 East, M.D.B.&M., an running South 23° 16' East 1170 feet; thence South 35° 34' East 393 feet; thence East 625 feet; thence North 760 feet; thence North 82° East 145 feet; thence North 83° 48' East 2210 feet; thence North 48° 55' West 470 feet; thence West 675 feet to center of Section 7, Township 11 North, Range 20 East, thence North 595 feet; thence North 48° 55' West 795 feet; thence North 69° 05' East 815 feet; thence North 13° 47' West 435 feet; thence South 68° 18' West 3235 feet; thence South 51° 22' East 137 feet, thence South 23° 16' East 520 feet to the point of beginning and being in Section 7, Township 11 North, Range 20 East, M.D.B.&M.

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EXHIBIT B

"Rosso Property"

(Legal description for "Adjusted Lot 2")

COPY

52136.001 (CampRoad)

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The land referred to herein is situated in the State of Nevada,
County of Douglas, described as follows:

EXHIBIT "B"

A parcel of land located within a portion of the Southeast one-quarter of the Southeast one-quarter (SESE) of Section 36, Township 12 North, Range 19 East and a portion of the Southwest one-quarter (SW) of Section 31, township 12 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

Commencing at the Southwest corner of Adjusted Lot 1 as shown on the Record of Survey to Support a Boundary Line Adjustment for Chris H. Jr. and Faye H. Gansberg recorded November 16, 1998 in the office of Recorder, Douglas County, Nevada as Document No. 454122, a point on the South line of said Section 31;
thence along the Nevada/California state line, North 48°37'10" West, 147.40 feet to the Point of Beginning;
thence continuing along said state line, North 48°37'10" West, 528.49 feet;
thence North 78°02'34" East, 411.00 feet;
thence South 00°43'47" West, 434.55 feet to the Point of Beginning.

ASSESSOR'S PARCEL NO. 1220-31-002-008

Reference is made to Record of Survey recorded April 9, 2001 in Book 0401, at Page 1740, as Document No. 511916.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE
HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT
RECORDED APRIL 9, 2001, BOOK 0401, PAGE 1739, AS FILE NO.
0511915, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS
COUNTY, STATE OF NEVADA."

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EXHIBIT C

"Development Parcels"

Parcel 1:

That certain real property located in the County of Alpine, State of California, and more particularly described as follows:

All that portion of the Southwest quarter of Section 31, Township 12 North, Range 20 East, M.D.B.&M.; Lot 10 and all that portion of the Northeast quarter of the Southeast quarter of Section 36, Township 12 North, Range 19 East, M.D.B.&M., lying within the County of Alpine, State of California.

EXCEPTING THEREFROM any portion as conveyed in Quitclaim Deed recorded May 22, 1992 in Book 76 at Page 253, records of Alpine County.

Parcel 2:

A certain piece or tract of land located in Section 1, Township 11 North, Range 19 East, and Section 6, Township 11 North, Range 20 East, and more particularly described as follows:

Beginning at the Township corner common to Section 1, Township 11 North, Range 19 East, and Section 6, Township 11 North, Range 20 East, and running thence South 1312.00 feet; thence West 1320.00 feet; thence South 1320.00 feet; thence West 1320.00 feet; thence South 2640.00 feet; thence East 1535.00 feet; thence North 42 degrees 45' 48" East 3566.84 feet; thence North 2653.35 feet; thence West 1316.78 feet to the point of beginning; and,

Lot 3 and Lot 4 comprising entirely the N 1/2 of the NE 1/4 of Section 1, Township 11 North, Range 19 East and the SW 1/4 of the NE 1/4 of Section 1, Township 11 North, Range 19 East, M.D.B. & M.

Excluding all that portion lying within Nevada.

EXHIBIT 'D'

**DESCRIPTION
25' WIDE PRIVATE ACCESS EASEMENT**

A twenty-five foot wide easement for private access purposes located within a portion of the Southeast one-quarter of the Southeast one-quarter (SESE) of Section 36, Township 12 North, Range 19 East, Mount Diablo Meridian, Alpine County, California, described as follows:

Commencing at the southeast corner of Section 36, T.12N., R.19E., M.D.M., a found 1939 standard B.L.M. brass cap;

thence along the east line of said Section 36, North 00°02'58" East, 402.05 feet to a point on the California/Nevada state line, the POINT OF BEGINNING;

thence along said state line, North 48°37'10" West, 990.69 feet to a point on the easterly right-of-way of Fredericksburg Road;

thence along said easterly right-of-way, South 09°27'03" West, 29.46 feet;

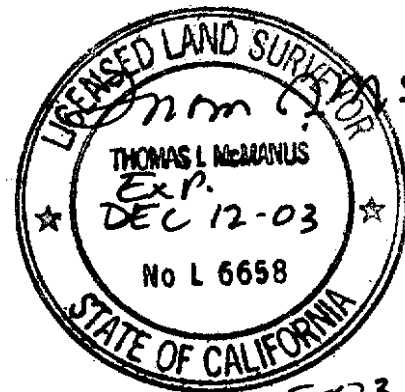
thence along a line 25 feet southerly of and parallel with said state line, South 48°37'10" East, 997.09 feet to a point on said east line of Section 36;

thence along said east line, North 00°02'58" East, 33.29 feet to the POINT OF BEGINNING, containing 24,847 square feet, more or less.

The Basis of Bearing of this description is North 89°52'06" West, the south line of the southeast one-quarter of Section 36, T.12N., R.19E., M.D.M. as shown on the Final Subdivision Map for Gansberg Estates recorded October 28, 1997 in Douglas County, Nevada as Document No. 425008.

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

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423



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