

APN 1220-03-202-002
1220-04-602-010

RECORDING REQUESTED BY:

AFTER RECORDATION RETURN BY MAIL TO:
Ryan J. Earl, Esq,
Scarpello, Huss & Oshinski, Ltd.
600 East Williams Street, Suite 300
Carson City, Nevada 89701

REQUESTED BY
Anderson Engineering
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 SEP 15 AM 10:10

WERNER CHRISTEN
RECORDER

322⁵⁰ PAID *Kj* DEPUTY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RELOCATABLE EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF IRRIGATION AND DRAINAGE DITCH

This Relocatable Construction and Maintenance of Irrigation and Drainage Ditch Easement is made on this 11th day of September, 2003, by and between GTEB, LLC, a Nevada limited liability company, by Corporate Management Services, Inc., a Nevada corporation, its manager, (herein "Grantor") and the Town of Gardnerville, a political subdivision of the County of Douglas, a political subdivision of the State of Nevada (herein "Grantee").

W I T N E S S E T H:

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor, owner of certain real property more particularly described in Exhibit "1" as Parcels 1 and 2, hereby grants to Grantee the following easement for construction and maintenance of an irrigation and drainage ditch located on Parcels 1 and 2, which easement is more particularly described in Exhibit "1" attached hereto and incorporated herein by this reference.

1. GTEB grants and conveys to Grantee or its assign a temporary easement for the purpose of constructing and installing a ditch and appurtenant facilities in accordance with all local, state, and federal laws, rules and regulations applicable to the

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same. The temporary construction easement shall exist for a period of six months from the time this easement is dated above, and shall be sufficiently wide to enable Grantee or its assign to construct and install the ditch referenced herein, but shall not exceed the paved portion of the old Elges Lane right of way/alignment. At the end of the six-month period, this temporary construction easement shall automatically expire. At such time, the width of the easement shall be as specified in Exhibit "1".

2. The easement granted herein includes the right of access to perform maintenance, repair, and replacement of the ditch in order that the ditch does not constitute a nuisance to GTEB, or to upstream or downstream properties.

3. a) Without waiving any defenses which Grantee may have, Grantee, or its assignee, agree to defend, indemnify, and hold GTEB harmless from and against any and all costs, expenses, claims and liability related to or in connection with the construction and maintenance activities herein contemplated including, without limitation, any and all attorney's fees incurred, whether incurred before trial, at trial, or upon any appellate levels. Grantee also waives all claims, demands or causes of action for death, personal injury, or property damages against Grantor, its agents, employees, officers, directors, and affiliates, which Grantee may have by virtue of Grantee entering and going upon Grantor's property, except injuries and damages caused by the negligent or intentional acts of Grantor.

b) Prior to entry on the GTEB Parcels 1 and 2, Grantee, or its assignee, shall include GTEB as an additional insured on all liability or construction-related policies of insurance and provide GTEB with written confirmation of same. The policy certification shall further provide for a 30-day advance written notice of any change in the insurance status affecting GTEB.

c) During the course of construction of the ditch, Grantee, or its assignee, shall keep the construction site free of debris and recognize good construction practices.

(d) Prior to entry onto the GTEB Parcels 1 and 2, Grantee, or its assignee, shall submit to GTEB copies of all required permits for the construction and installation of the ditch.

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4. The easement granted herein is perpetual, exclusive and runs with the land.

5. The easement granted herein is subject to the following restrictions:

(a) The maintenance rights and obligations noted in paragraph 2 above, are subject to Grantee being responsible for the repairs and restoration of the property in a manner that does not unreasonably interfere with the business of Grantor or its assignee.

(b) The easement shall be used in a manner which does not constitute a nuisance to the property of Grantor.

(c) The easement shall not be paved, lighted, or otherwise improved, except as permitted specifically by written agreement by the Grantor.

6. Grantor, at its sole cost and expense, reserves the right to relocate the ditch described herein at Grantor's expense, provided that the following conditions are satisfied:

(a) The relocated ditch terminates at its present point of delivery, unless otherwise agreed to in writing by both parties; and

(b) The relocated ditch does not diminish the capacity of the ditch.

7. Grantor, at its sole cost and expense, reserves the right to install a pipe or culvert system, above or below ground, in lieu of the ditch described herein, provided that the following conditions are satisfied:

(a) The pipe or culvert system terminates at the present point of delivery, unless otherwise agreed to in writing by both parties; and

(b) The pipe or culvert system does not diminish the capacity of the ditch.

8. If the Grantor exercises Grantor's rights to install a pipe or culvert system pursuant to paragraph 7 above, upon completion of the installation of the pipe or culvert system, the easement width pursuant to paragraph 2 above, shall be no wider than a twenty-foot (20') easement pursuant to Douglas County ordinances.

9. Grantor reserves the right to discharge storm drainage water into the ditch, provided that the discharge does not exceed the capacity of the ditch.

10. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party or parties to be charged.

11. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

12. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

13. In any dispute arising from the terms of this easement, the prevailing party shall be entitled to an award of reasonable fees and costs.

EXECUTED on the dates set forth below.

Dated: 9-8-03

Dated: 9-11-03

"GRANTOR"

"GRANTEE"

GTEB, LLC, a Nevada limited liability company

TOWN OF GARDNERVILLE

By: Corporate Management Services, Inc., a Nevada corporation

By: Jim Park, Town Manager

Its: Manager

By: James S. Bradshaw
President

STATE OF NEVADA)
 : ss.
CARSON CITY)

On this 8th day of September, 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared James S. Bradshaw, personally known or proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

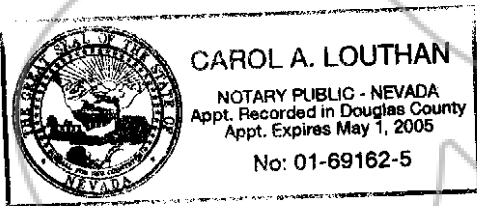


Lisa Mindrum
NOTARY PUBLIC

STATE OF NEVADA)
 : ss.
COUNTY OF Douglas)

On this 11th day of September, 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared Jim Park, personally known or proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in her/his authorized capacity, and that by her/his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Carol A. Louthan
NOTARY PUBLIC

EXHIBIT "1"

396-23-99
12/11/02

PARCEL 1:

DESCRIPTION
Proposed Purchase
(Portion of U.S. Highway 395 Abandonment)

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

A parcel of land located within a portion of the Southeast one-quarter (SE¼) of Section 4, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 3 and 4, T.12N., R.20E., M.D.M., a found ¾" iron pipe with 2" aluminum cap "1995 Owens Eng. PLS 3090" as shown on the Record of Survey for Reno Orthopedic Clinic, LTC. Et al recorded October 28, 1998 in the office of Recorder, Douglas County, Nevada as Document No. 452854, the POINT OF BEGINNING;

thence along the east line of said Section 4, South 00°39'29" West, 43.78 feet;
thence along the arc of a curve to the right having a radius of 100.00 feet, central angle of 60°37'00", arc length of 105.80 feet, and chord bearing and distance of South 30°57'59" West, 100.93 feet;

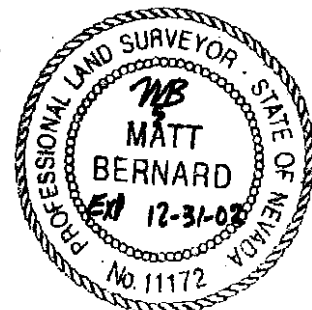
thence along the arc of a compound curve having a radius of 47.50 feet, central angle of 24°58'27", arc length of 20.70 feet, and chord bearing and distance of South 73°45'43" West, 20.54 feet to a point on the easterly right-of-way of U.S. Highway 395, also being the westerly line of that portion of right-of-way abandoned in Resolution of Abandonment of a Portion of State Highway Right-of-Way recorded November 20, 2002 in said office of Recorder in Book 1102, at Page 8530, as Document No. 558501;

thence along said easterly right-of-way, along the arc of a curve to the left, nontangent to the preceding course, having a radius of 5060.00 feet, central angle of 02°01'51", arc length of 179.35 feet, and chord bearing and distance of North 39°55'26" West, 179.34 feet;

thence along the southerly line of A.P.N. 1220-04-602-003 as shown on said Record of Survey for Reno Orthopedic Clinic, LTC. Et al, South 89°33'00" East, 187.26 feet to the POINT OF BEGINNING, containing 15,895 square feet, more or less.

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



12-11-02

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05/21/03

PARCEL 2:

DESCRIPTION
A.P.N. 1220-03-202-002

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

A parcel of land located within portions of the Northwest one-quarter (NW¼) and the Southwest one-quarter (SW¼) of Section 3 and the Northeast one-quarter (NE¼) of Section 4, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 3 and 4, T.12N., R.20E., M.D.M., a found ¾" iron pipe with 2" aluminum cap "1995 Owens Eng. PLS 3090" as shown on the Record of Survey for Reno Orthopedic Clinic, LTC. Et al recorded October 28, 1998 in the office of Recorder, Douglas County, Nevada as Document No. 452854, the POINT OF BEGINNING;

thence along the east-west center section line of said Section 4, North 89°33'00" West, 187.26 feet to the easterly right-of-way of U.S. Highway 395;

thence along said easterly right-of-way of U.S. Highway 395, along the arc of a non-tangent curve to the left, having a radius of 5060.00 feet, central angle of 01°13'34", arc length of 108.28 feet, and chord bearing and distance of North 41°33'09" West, 108.28 feet;

thence along the southerly right-of-way of Stodick Parkway, along the arc of a non-tangent curve to the right, having a radius of 60.00 feet, central angle of 103°17'32", arc length of 108.17 feet, and chord bearing and distance of North 09°28'50" East, 94.10 feet;

thence continuing along said southerly right-of-way of Stodick Parkway, North 61°07'36" East, 331.78 feet to a point on a line previously known as the easterly right-of-way of Elges Avenue as abandoned per Order of Abandonment DA 01-146 recorded November 9, 2001 in said office of Recorder in Book 1101, at Page 2727, as Document No. 527318;

thence along said line, South 00°21'36" West, 378.35 feet;

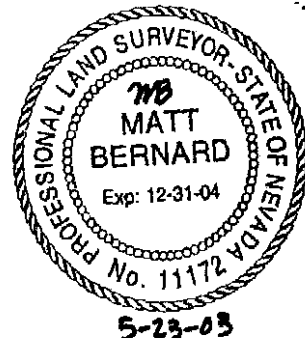
thence continuing along said line, along the arc of a curve to the right, having a radius of 150.00 feet, central angle of 37°26'52", arc length of 98.04 feet, and chord bearing and distance of South 19°05'02" West, 96.30 feet;

thence South 37°48'28" West, 24.22 feet to a point on the common line to said Sections 3 and 4;

thence along said common section line, North 00°39'29" East, 152.96 feet to the POINT OF BEGINNING, containing 79,468 square feet, more or less.

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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DESCRIPTION
20' Wide Relocatable Drainage, Irrigation and Maintenance Easement
(Over portion GTEB 1220-03-202-002 and 1220-04-602-010)

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

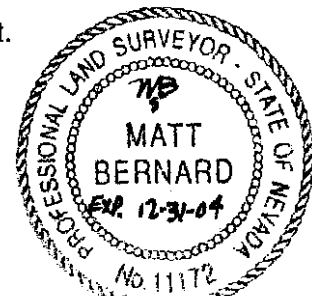
A twenty-foot wide (20') strip of land for relocatable drainage, irrigation and maintenance purposes located within portions of the Northwest one-quarter (NW¼) and Southwest one-quarter (SW¼) of Section 3 and the Northeast one-quarter (NE¼) and Southeast one-quarter (SE¼) of Section 4, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 3 and 4, T.12N., R.20E., M.D.M., a found ¾" iron pipe with 2" aluminum cap "1995 Owens Eng. PLS 3090" as shown on the Record of Survey for Reno Orthopedic Clinic, LTC. Et al recorded October 28, 1998 in the office of Recorder, Douglas County, Nevada as Document No. 452854;

thence along the east-west center section line of said Section 4, North 89°33'00" West, 35.15 feet to the POINT OF BEGINNING;
thence North 00°21'36" East, 12.94 feet;
thence South 89°38'24" East, 60.00 feet;
thence 20 feet westerly of and parallel with a line previously known as the easterly right-of-way of Elges Avenue as abandoned per Order of Abandonment DA 01-146 recorded November 9, 2001 in said office of Recorder in Book 1101, at Page 2727, as Document No. 527318, North 00°21'36" East, 311.63 feet to a point on the southerly right-of-way of Stodick Parkway;
thence along said southerly right-of-way, North 61°07'36" East, 22.92 feet to a point on said line previously known as the easterly right-of-way of Elges Avenue;
thence along said easterly line, South 00°21'36" West, 342.82 feet;
thence North 89°38'24" West, 80.00 feet;
thence North 00°21'36" East, 7.06 feet to the POINT OF BEGINNING, containing 7,944 square feet, more or less.

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

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



5-8-03

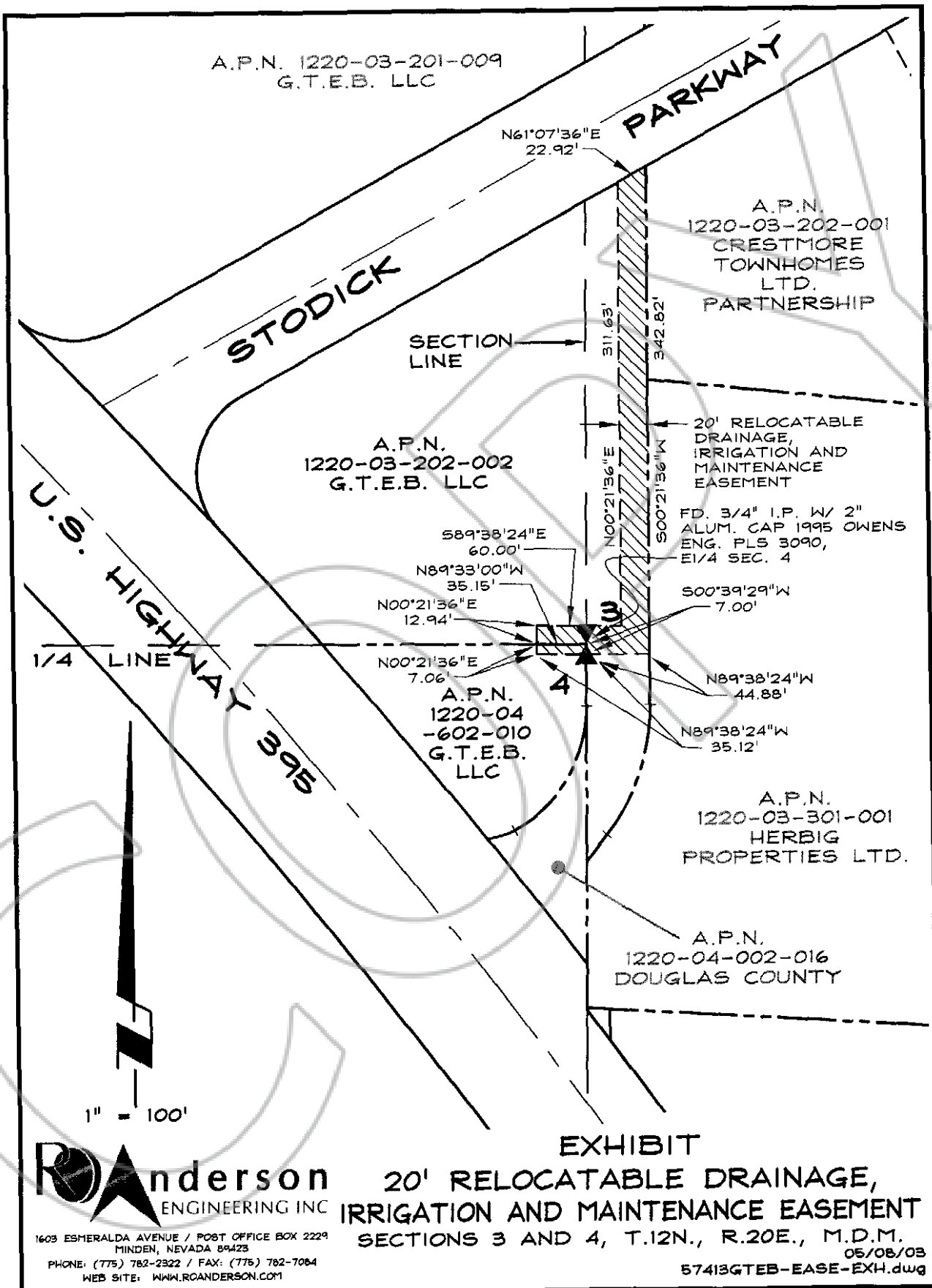


EXHIBIT
20' RELOCATABLE DRAINAGE, IRRIGATION AND MAINTENANCE EASEMENT
 SECTIONS 3 AND 4, T.12N., R.20E., M.D.M.

Roanderson
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 1603 ESMERALDA AVENUE / POST OFFICE BOX 2229
 MINDEN, NEVADA 89423
 PHONE: (775) 782-2322 / FAX: (775) 782-7084
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