

OFFICIAL RECORD

Requested By:

T S I TITLE & ESCROW

ORDER # 05-51154-RM  
APN-1418-03-301-011  
RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 7 Fee: 20.00  
BK-1005 PG- 6260 RPTT: 0.00



SANGER & OLSON  
One Embarcadero Center, 12<sup>th</sup> Floor  
San Francisco, CA 94111-3617  
Attention: John M. Sanger, Esq.

**MEMORANDUM OF AGREEMENT REGARDING CONVEYANCE OF  
TRPA LAND COVERAGE**

This MEMORANDUM OF AGREEMENT FOR CONVEYANCE OF TRPA LAND COVERAGE (this "Memorandum") is made as of 10-14-, 2005, by WILLIAM A. HARVEY AND MAURENE A. HARVEY, husband and wife, as joint tenants, as seller ("Seller") and DARIUS ANDERSON AND SARAH ANDERSON, husband and wife, as joint tenants, as buyer ("Buyer") with respect to that real property (the "Property") in Glenbrook, Douglas County, Nevada described in **Exhibit A** attached hereto and incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

1. Seller is conveying the Property to Buyer as of the date of the recording hereof.
2. Seller and Buyer have entered into an Agreement for Conveyance of TRPA Land coverage (the "Agreement"), which provides for the conveyance by Seller to Buyer of Approved Coverage pursuant to Tahoe Regional Planning Agency ("TRPA") regulations and requirements with respect to the Property as further provided in the agreement, and for Seller's reservation of the right to future transfer or banking of Approved Unused Coverage subject to TRPA approval.
3. The Agreement is intended to and shall run with the land and shall be binding on the heirs, successors and assigns of the parties to the Agreement.
4. This Memorandum is prepared for the purpose of recordation and notice, and in no way modifies the express provisions of the Agreement.
5. This Memorandum may be executed in counterparts, each of which when executed shall be an original but all of which when taken together shall constitute one and the same Memorandum.
6. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Memorandum.

IN WITNESS WHEREOF, Seller and Buyer have executed this Memorandum as of the date first written above.

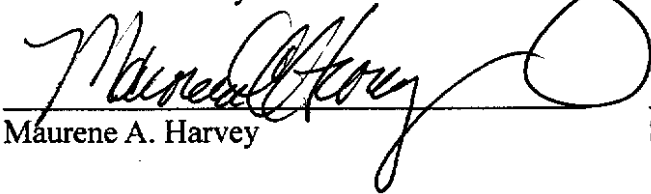
**SELLER:**

**BUYER:**



William A. Harvey

Darius Anderson



Maurene A. Harvey

Sarah Anderson

**COOPER**




IN WITNESS WHEREOF, Seller and Buyer have executed this Memorandum as of the date first written above.


**SELLER:**

\_\_\_\_\_  
William A. Harvey

\_\_\_\_\_  
Maurene A. Harvey

**BUYER:**

  
\_\_\_\_\_  
Darius Anderson

  
\_\_\_\_\_  
Sarah Anderson

**COOPER**

**EXHIBIT "A"**  
**Legal Description**

PARCEL 1

Beginning at the most Northerly corner of Parcel 1-B, as described in that certain Order for Partition of Real Property, filed for record on April 19, 1995 as Document No. 360812;

Thence South 25° 36' 16" East 200.02 feet;  
Thence South 34° 05' 04" West 124.20 feet;  
Thence South 22° 01' 00" West 602.27 feet;  
Thence North 44° 23' 00" West 70.00 feet;  
Thence North 22° 01' 00" East 105.00 feet;  
Thence South 44° 23' 00" East 59.09 feet;  
Thence North 22° 01' 00" East 379.02 feet;  
Thence West 133.82 feet;  
Thence North 63° 11' 46" West 143.16 feet;  
Thence North 41° 43' 46" East 306.00 feet;  
Thence North 17° 29' 18" West 201.06 feet;  
Thence North 58° 16' 42" East 123.00 feet;  
Thence South 16° 33' 21" East 171.40 feet to the Point of Beginning.

The Basis of Bearing for this description is the Record of Survey filed for record as Document No. 163482.

Excepting any portion of the above described property lying within the bed of Lake Tahoe below the line of natural ordinary high water and also excepting any artificial accretions to the land waterward of the line of natural ordinary high water or, if lake level has been artificially lowered, excepting any portion lying below an elevation of 6,223.00 feet, Lake Tahoe Datum established by N.R.S. 321.595.

PARCEL 2:

A non-exclusive easement for ingress and egress as set forth and depicted in the Deed recorded December 19, 2000 in Book 1200, Page 3705, Document No. 505312.

PARCEL 3:

A 15 foot easement for roadway and utility by Deed recorded July 16, 1997 in Book 797, at Page 2666, as Document No. 417294 and re-recorded April 28, 1998 in Book 498, Page 5218, as Document No. 438313 more particularly described as follows:



Commencing at the Meander Corner between Sections 3 and 10, in said Township and Range; thence along the Meander Line North 44° 23' West, 1184.79 feet; thence North 22°01' East, 105.00 feet; thence North 20°38'37" East, 330.36 feet; thence West 16.78 feet to True Point of Beginning, a point on the centerline of this easement description; thence along the centerline along a curve concave to the Southeast with a radius of 115 feet, a central angle of 71°19'24" and an arc length of 143.16 feet, the chord of said curve bears North 16°35'18" East, 134.09 feet; thence North 52°15' East, 38.00 feet; thence North 33°15' East, 62.06 feet; thence North 06°07' East, 63.17 feet; thence North 23°05' East, 21.77 feet thence North 45° East 46.12 feet to a point on the Westerly line of Lands End Drive (sometimes referred to as Pray Meadow Road) and the Northerly terminus of this easement description.

PARCEL 4:

An easement for a 4 foot walk, by Deed recorded July 16, 1997 in Book 797, at Page 2666, as Document No.417294, more particularly described as follows:

Commencing at the Meander Comer between Section 3 and 10, in said Township and Range; thence, along the Meander Line, North 44°23' West, 1184.79 feet; thence North 22°01' East, 105.00 feet to the True Point of Beginning, a point on the centerline of this easement description; thence, along the centerline North 22°01' East 130.64 feet; thence North 22° 36' West 66.80 feet; thence North 36° 24' East 157.00 feet to the Northerly terminus of this easement description.

Per N.R.S. 111.312, this legal description was previously recorded on June 18, 2001 in Book 0601, Page 4606, as Document No. 516654, Official Records, Douglas County, State of Nevada



STATE OF NEVADA )  
COUNTY OF Douglas ) SS.

On 10/7/05, before me, the undersigned, a Notary Public for the State of Nevada, personally appeared, William A. Harvey proved to me on the basis of satisfactory evidence (or personally known to me) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signatures on the instrument the person(s) or the entity on behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



R.L. McEWING  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
No: 93-5224-5 - Expires April 26, 2009  
Notary Public  
My Commission Expires: 4-26-09

[Signature]  
\_\_\_\_\_

L.S.

STATE OF NEVADA )  
COUNTY OF Douglas ) SS.

On 10/7/05, before me, the undersigned, a Notary Public for the State of Nevada, personally appeared, Maureen A. Harvey proved to me on the basis of satisfactory evidence (or personally known to me) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signatures on the instrument the person(s) or the entity on behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



R.L. McEWING  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
No: 93-5224-5 - Expires April 26, 2009  
Notary Public  
My Commission Expires: 4-26-09

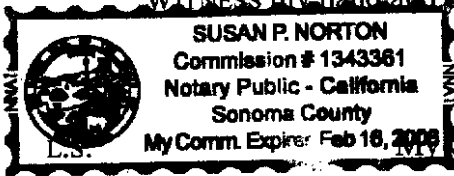
[Signature]  
\_\_\_\_\_

L.S.

STATE OF CALIFORNIA )  
 )  
COUNTY OF SONOMA ) SS.

On Oct 7, 2005, before me, the undersigned, a Notary Public for the State of California, personally appeared, SARAH E ANDERSON proved to me on the basis of satisfactory evidence (or personally known to me) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signatures on the instrument the person(s) or the entity on behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

Susan P. Norton  
Commission Expires: FEB 16, 2006

STATE OF CALIFORNIA )  
 )  
COUNTY OF SONOMA ) SS.

On Oct 7, 2005, before me, the undersigned, a Notary Public for the State of California, personally appeared, DARIUS W. ANDERSON proved to me on the basis of satisfactory evidence (or personally known to me) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signatures on the instrument the person(s) or the entity on behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

L.S.

Notary Public  
My Commission Expires:

Susan P. Norton  
FEB 16, 2006

