

DOC # 0674778  
05/12/2006 02:57 PM Deputy: GB  
OFFICIAL RECORD  
Requested By:  
TEC 1 INC

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 8 Fee: 21.00  
BK-0506 PG- 5071 RPTT: 0.00



Assessor's Parcel Number: 1419-03-000-001

Recording Requested By:

Name: TEC 1, INC.

Address: 500 DAMONTE BANCH Parkway  
# 1056

City/State/Zip BEHO, NV 89521

Real Property Transfer Tax: \$ \_\_\_\_\_

AGREEMENT

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

AGREEMENT

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of May, 2006, by and between DIXIE BUSCH (hereinafter "BUSCH"), and JOHN SERPA (hereinafter "SERPA"),

W I T N E S S E T H:

WHEREAS, BUSCH is the owner of certain real property located in Douglas County, Nevada, more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein (herein "Busch Property"); and

WHEREAS, SERPA is the owner of real property located in Douglas County, Nevada; and

WHEREAS, in connection with SERPA'S development of his property, SERPA is required to obtain a public access, utility and drainage easement, hereinafter referred to as the "Easement", more particularly described in Exhibit "B", attached hereto and by this reference incorporated herein over, across and under the Busch Property; and

WHEREAS, BUSCH is agreeable to providing the public access, utility and drainage easement described in Exhibit "B" upon payment by SERPA of the consideration set forth hereinbelow.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration as hereinafter set forth, BUSCH agrees to grant, bargain, sell, convey, transfer and deliver a public access, utility and drainage easement over, across and under the portion of Exhibit "A" as described in Exhibit "B".

The Easement will be for the benefit of the public.



The parties acknowledge and agree that BUSCH, her heirs, successors and assigns, shall not be responsible for any repairs and maintenance necessary for the Easement.


BUSCH agrees that she will not construct any improvements within the Easement which shall in any way interfere with the Easement.


Upon the granting of the Easement by BUSCH as provided for in this Agreement and issuance of all necessary governmental approvals for the construction and use of the Easement, SERPA agrees to pay to BUSCH the sum of FIFTY THOUSAND DOLLARS (\$50,000.00).

The parties hereto agree to execute any and all other documents necessary to effectuate the terms of this Agreement, including the execution by BUSCH of the public access, utility and drainage easement to be recorded against her property.

Except as required by law, the terms of this Agreement shall be kept strictly confidential by both parties; provided, however, that either party may disclose such terms to its employees, officers, shareholders, financial advisors, consultants, partners, affiliates, lenders, attorneys and governmental officials only as necessary to perform under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

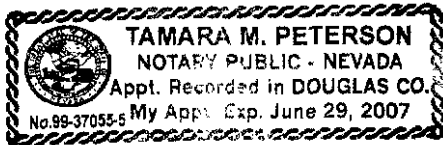
  
\_\_\_\_\_  
DIXIE BUSCH

  
\_\_\_\_\_  
JOHN SERPA



STATE OF NEVADA )  
 ) SS.  
DOUGLAS )

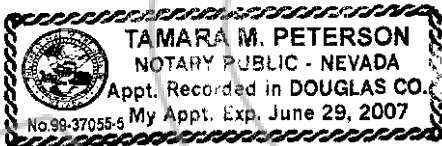
On this 9<sup>th</sup> day of MAY, 200<sup>6</sup>5, before me, a Notary Public, personally appeared DIXIE BUSCH, who acknowledged that she executed the above instrument.



Tamara M. Peterson  
Notary Public

STATE OF NEVADA )  
 ) SS.  
DOUGLAS )

On this 9<sup>th</sup> day of MAY, 200<sup>6</sup>5, before me, a Notary Public, personally appeared JOHN SERPA, who acknowledged that he executed the above instrument.



Tamara M. Peterson  
Notary Public



EASEMENT FOR PUBLIC ACCESS, UTILITIES AND DRAINAGE

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), receipt of which is hereby acknowledged, the undersigned, hereinafter referred to as "GRANTOR", hereby grants, conveys, transfers and delivers to the County of Douglas, State of Nevada, hereinafter referred to as "GRANTEE", a permanent access, utility and drainage easement, with the responsibility, privilege and authority to construct, maintain and use an access, roadway, and drainage and utility improvements over, on, across and under the lands and premises of GRANTOR situated in the County of Douglas, State of Nevada, more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easement hereby granted and all rights and privileges incident thereto. GRANTEE shall be responsible for maintenance of the easement herein granted.

It is understood and agreed that the easement is not an exclusive easement, but is subject to the rights on the part of the GRANTOR herein, and her assigns, for her continued use of the property affected by the easement and right-of-way granted herein.

To have and to hold said easement and right-of-way unto GRANTEE, and unto its successors and assigns forever.

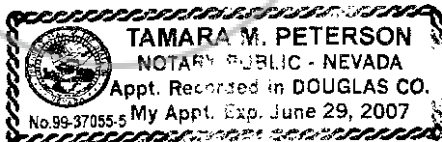
IN WITNESS WHEREOF, GRANTOR has executed this easement this 9th day of MAY, 2006.

Dixie Busch  
DIXIE BUSCH

STATE OF NEVADA )  
DOUGLAS ) ss.

On MAY 8, 2006, personally appeared before me, a Notary Public, DIXIE BUSCH, who acknowledged to me that she executed the above instrument.

Tamara M. Peterson  
Notary Public



BK- 0506  
PG- 5075  
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**LEGAL DESCRIPTION**  
**For**  
**Public Access / Public Utility Easement**

All that certain real property situate in the NW1/4 of Section 3, Township 14 North, Range 19 East, M.D.M., and having an Assessed Parcel Number of 1419-03-000-001, Douglas County, Nevada, and being more particularly described as follows:

**Commencing** at the Northwest corner of Section 3, Township 14 North, Range 19 East M.D.M.;

**THENCE** S.89°45'23"W., along the North line of Section 3 a distance of 1254.14 feet, to the **TRUE POINT OF BEGINNING**.

**THENCE** N.89°45'23"E. along the North line of Section 3, a distance of 80.08 feet;

**THENCE** leaving the North line of Section 3, S.01°23'37"W. a distance of 538.47 feet;

**THENCE** S.88°36'23"E. a distance of 5.00 feet;

**THENCE** S.01°23'37"W. a distance of 52.23 feet to the beginning of a tangent curve concave to the northwest;

**THENCE** 29.87 feet along the arc of said curve, having a radius of 295.00 feet, through a central angle of 5°48'07" to a point of non-tangency;

**THENCE** N.82°48'16"W. a distance of 5.00 feet to the beginning of a non-tangent curve concave to the northwest, said curve having a radial bearing of N.82°48'16"W.;

**THENCE** 157.76 feet along the arc of said curve, having a radius of 290.00 feet, through a central angle of 31°10'06" to a point of tangency;

**THENCE** S.38°21'50"W. a distance of 133.57 feet to the beginning of a tangent curve concave to the southeast;

**THENCE** 121.91 feet along the arc of said curve, having a radius of 260.00 feet, through a central angle of 26°51'56" to a point of tangency;

**THENCE** S.11°29'54"W., a distance of 83.96 feet, to the center line of Existing Clear Creek Road, said point being the beginning of a non-tangent curve concave to the southeast, said curve having a radial bearing of; S.11°11'46"E.;

**THENCE** 41.48 feet along the arc of said curve, having a radius of 1492.81 feet, through a central angle of 1°35'31" to a point of reverse curvature;

**THENCE** 44.42 feet along the arc of said curve, having a radius of 236.22 feet, through

a central angle of  $10^{\circ}46'26''$  to a point of non-tangency;

**THENCE** leaving the center line of Existing Clear Creek Road,  $N.11^{\circ}29'54''E.$  a distance of 114.86 feet to the beginning of a tangent curve concave to the southeast;

**THENCE** 159.42 feet along the arc of said curve, having a radius of 340.00 feet, through a central angle of  $26^{\circ}51'56''$  to a point of tangency;

**THENCE**  $N.38^{\circ}21'50''E.$ , a distance of 133.57 feet, to the beginning of a tangent curve concave to the northwest;

**THENCE** 135.50 feet along the arc of said curve, having a radius of 210.00 feet, through a central angle of  $36^{\circ}58'13''$  to a point of tangency;

**THENCE**  $N.01^{\circ}23'37''E.$  a distance of 190.36 feet;

**THENCE**  $N.88^{\circ}36'23''W.$  a distance of 10.00 feet;

**THENCE**  $N.01^{\circ}23'37''E.$  a distance of 175.00 feet;

**THENCE**  $S.88^{\circ}36'23''E.$  a distance of 10.00 feet;

**THENCE**  $N.01^{\circ}23'37''E.$  a distance of 217.00 feet to the beginning of a tangent curve concave to the northwest;

**THENCE** 6.05' along the arc of said curve, having a radius of 400.00 feet, through a central angle of  $0^{\circ}51'58''$  to the **TRUE POINT OF BEGINNING.**

Containing 92,220 sq. ft. (2.12 ac.) more or less

**BASIS OF BEARINGS** is the North Line of Section 3 T14N R19E MDM taken from the NW corner of Section 3 to the West  $1/16^{\text{th}}$  corner as  $N89^{\circ}45'23''E.$

This legal description was prepared by:

RANDAL L. BRIGGS, P.L.S.  
500 DAMONTE RANCH PKWY. #1056  
RENO, NV. 89521



