DOC # 0695087
02/15/2007 03:03 PM Deputy: CE
OFFICIAL RECORD
Requested By:
R C I

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

VERIZON CALIFORNIA INC. c/o McGuireWoods LLP 1800 Century Park East, 8<sup>th</sup> Floor Los Angeles, California 90067 Attention: Michael J. Brill, Esq. Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 19 Fee: 57.00
BK-0207 PG-5081 RPIT: 0.00

[Space above this line for Recorder's use]

# AGREEMENT AND GRANT OF EASEMENT

This Agreement and Grant of Easement (the "Agreement"), dated July 31, 2006 for reference purposes only, is entered into by and between Verizon California Inc., a California corporation ("Verizon"), and the Park Cattle Company, a Nevada corporation ("PCC"), with reference to the following facts and objectives:

- A. Verizon is the owner of certain real property commonly referred to as 207 Kingsbury Grade, Stateline, Nevada, as further described in Exhibit "A" attached hereto (the "Verizon Property").
- B. PCC owns certain property adjacent to Verizon Property which is described in Exhibit "B" attached hereto (the "PCC Property").
- C. Verizon is constructing on the Verizon Property, under TRPA Permit File No. 20040099, certain improvements designed to collect, pre-treat and discharge to a detention basin, also to be constructed on the Verizon Property, the volume of runoff generated by the twenty year, one inch in one hour storm event, which improvements are intended to meet the requirements of the Tahoe Regional Planning Agency (the "Verizon Stormwater Treatment Improvements").
- D. Verizon wishes to obtain an easement in order to install and maintain certain improvements on a portion of the PCC Property for purposes of constructing a rock-lined ditch to convey overflow from the Verizon Stormwater Treatment Improvements to a Kingsbury Tributary (the "Drainage Improvements").
- E. Verizon also wishes to obtain an easement for purposes of ingress and egress to the Drainage Improvements to be constructed on the PCC Property.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. Grant of Easement. PCC hereby grants to Verizon, its successors and assigns, and the "Permittees," a perpetual easement for the benefit of the Verizon Property, to construct, erect, install, alter, improve, repair, maintain and connect to the Verizon Property and the Verizon Stormwater Treatment Improvements, the Drainage Improvements for the purpose of serving the Verizon Property on the portion of the PCC Property described in Exhibit "C" attached hereto (the "Drainage Easement Parcel"). PCC also grants to Verizon, its successors and assigns, and

W

the "Permittees," a non-exclusive easement for ingress to and egress from the Drainage Easement Parcel on the portion of the PCC Property described in Exhibit "D" attached hereto (the "Access Easement"). The Drainage Improvements will generally include the improvements shown on Exhibit "E" attached hereto. However, PCC acknowledges and agrees that the final configuration may be customized or modified to suit the specific site requirements and that Verizon may make other modifications to its configuration of the Drainage Improvements without additional approval so long as Verizon does not locate Drainage Improvements outside the Drainage Easement Parcel. The grant of the Access Easement contained herein includes the right of ingress to and egress from the Drainage Easement Parcel across the PCC Property described in Exhibit "D" attached hereto for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, controlling and maintaining the Drainage Improvements, and the right at any time to remove the Drainage Improvements from the PCC Property. Verizon shall have access to the Drainage Easement Parcel at any time; provided, however, that except during the period ending twelve (12) months after the recordation of this Agreement (the "Initial Construction Period"), and except in the event of an emergency threatening damage to persons or property. Verizon shall notify PCC at least twenty-four hours prior to accessing the Drainage Easement Parcel. Such notification may be in writing, by telephone or by email. For purposes of this Agreement, the term "Permittee" means all employees, agents, contractors and subcontractors of Verizon. This easement also includes the right at all times to remove all brush. timber, trees, other growth, materials and debris on the Drainage Easement Parcel which unreasonably interferes or may unreasonably interfere with the use and purpose of the Drainage Improvements.

- 2. <u>Covenant Against Interference.</u> PCC and its successors and assigns hereby covenant and agree not to take any actions which will interfere with Verizon's activities with regard to the Drainage Improvements, or, access thereto or drainage of overflow from the Verizon Stormwater Treatment Improvements across the Drainage Easement Parcel. PCC and its successors and assigns hereby covenant and agree not to do any of the following without the prior written consent of Verizon, which may be withheld in Verizon's sole and absolute discretion: (a) construct or permit to be constructed any permanent structures on the Drainage Easement Parcel or any portion thereof which would interfere with Verizon's rights hereunder; or (b) allow any grading, construction, maintenance or other activities on the Drainage Easement Parcel or any portion thereof which would interfere with Verizon's rights hereunder. Nothing contained in the preceding sentence shall prohibit ordinary landscaping maintenance and drainage so long as such activities do not unreasonably interfere with Verizon's use of the Drainage Easement Parcel.
- 3. <u>Property Taxes</u>. The fee owner of the Drainage Easement Parcel and the Access Easement shall be solely responsible for the payment of all real property taxes and assessments with respect thereto. The responsible party agrees to pay all such real property taxes and assessments before delinquency. Verizon agrees to be responsible for and pay any real property taxes and assessments attributable to any improvements constructed by Verizon on the Drainage Easement Parcel.
- 4. <u>Relocation.</u> PCC shall have the right to require the relocation of the Drainage Easement Parcel and the Drainage Improvements to another portion of the PCC Property at the expense of PCC. PCC shall require such relocation in good faith and as necessary or desirable in



JW

connection with PCC's use of the PCC Property. PCC may require the full or partial relocation of the Drainage Easement Parcel on the following terms and conditions:

- (a) No later than one hundred eighty (180) days before the date of the requested relocation, PCC shall notify Verizon of the need for such relocation and the location of the proposed replacement to the Drainage Easement Parcel (the "Replacement Parcel"). Notwithstanding the foregoing PCC recognizes that any such relocation may occur only during the period of time permitted by applicable local agencies and that any such relocation will be delayed to fit in such window;
- (b) The location of the Replacement Parcel shall be such that it will function in substantially the same manner as the Drainage Easement Parcel;
- (c) PCC shall be responsible for all costs of relocating the Drainage Improvements to the Replacement Parcel, which costs will be competitively priced, including the cost of construction and relocation of any improvements, costs related to access to the Replacement Parcel and any additional costs incurred by Verizon in connection with such relocation; and
  - (d) Verizon shall undertake and complete the relocation.
- 5. <u>Access Relocation</u>. Park shall have the right to require the relocation of the Access Easement at any time by giving Verizon notice of the location of the new access (the "Access Replacement Parcel"). The Access Replacement Parcel shall be such that it provides vehicular ingress and egress to the Drainage Easement Parcel.
- Replacement Parcel or Access Replacement Parcel is established pursuant to Section 4 or Section 5 above, PCC, at its sole cost and expense, will have prepared by a registered land surveyor a description of the Replacement Parcel or Access Replacement Parcel, and will within a reasonable period of time following approval of said description by Verizon, record a Notice of Final Description referring to this Agreement and Grant of Easement, and setting forth said area of land; upon the recordation of the Notice of Final Description, the scope of the easement granted hereby shall be limited to the property described in said Notice of Final Description.
- 7. <u>Indemnity</u>. Each party shall indemnify and hold harmless the other party against any claim of liability or loss from personal injury or property damage related to this Agreement or the use of the Drainage Easement Parcel or Access Easement and any replacements therefor, and resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its employees, contractors or agents.
- 8. Representations. Each party represents and warrants that as of the date this Agreement is recorded (a) it is the owner of its Property, (b) it has not assigned or transferred or agreed to assign or transfer any of its right, title or interest in and to its Property or any portion thereof, (c) it has the authority to enter into this Agreement, and (d) this Agreement is a valid and binding obligation.





Notices. Any notice shall be in writing and shall be delivered by hand (or by messenger or courier service) or may be sent by regular, certified or registered mail, U.S. Postal Service Express Mail or overnight courier, with postage prepaid addressed as follows, or by facsimile transmission during normal business hours, and shall be deemed sufficiently given if served in a manner specified below:

If to Verizon:

Verizon California Inc.

112 S. Lakeview Canyon Road Thousand Oaks California 91362 Attn: Mr. James Tousignant

Tel: 805.372.6882 Fax: 805.379.1454

with copy to:

McGuireWoods, LLP

1800 Century Park East, 8th Floor Los Angeles, California 90067 Attn: Michael J. Brill, Esq.

Tel: 310-315-8272 Fax: 310-315-8278

If to PCC:

Park Cattle Company

1300 Buckeye Road, Suite A

Minden, Nevada 89423

Attn: Chief Operating Officer

Tel: 775/782-2144 Fax: 775/782-4158

E-mail: fbishop@parkcattle.com

with copy to:

Gordon H. DePaoli Woodburn and Wedge 6100 Neil Road. Suite 500 Reno, Nevada 89511

Tel: 775/688-3010 Fax: 775/688-3088

E-mail: gdepaoli@woodburnandwedge.com

Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given seventy-two (72) hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the United States Postal Service or courier. If any notice is transmitted by facsimile transmission or similar means, the same shall be deemed served or delivered upon telephone or facsimile confirmation of receipt of the transmission thereof, provided a copy is also delivered via delivery or mail. If notice is received on a Saturday or a Sunday or a legal holiday, it shall be deemed received on the next business day. Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provide above

Performance of Work. Verizon shall perform all work on the Drainage Easement Parcel in a good and workmanlike manner and in compliance with applicable laws. Verizon shall keep the Drainage Easement Parcel free from any liens arising out of any work performed, materials furnished or obligations incurred by Verizon, but Verizon shall have the right, at its own expense, to contest or protest any claim and if a lien is filed against the Easement Parcel, Verizon shall, within ninety (90) days after notice of its filing, either (a) pay the claimant, (b) bond over such lien or (c) remove such lien by any other lawful means. In the event of any contest or protest of such lien by Verizon, PCC agrees that it will not pay the claimant or discharge the lien on Verizon's account provided Verizon complies with the provision of the foregoing sentence; and Verizon shall be under no obligation to PCC for any sums expended by PCC in violation of this sentence.

### 11. Miscellaneous.

- 11.1 This Agreement shall be binding upon and inure to the benefit of Verizon and each of the successor owners of the Verizon Parcel, and to each of the successor owners of the PCC Property and all covenants hereunder shall run with the PCC Property. Verizon shall have the right without PCC's or any successor owner of the PCC Property's consent to assign, transfer or otherwise convey its rights under this Agreement to any third party acquiring ownership of the Verizon Parcel.
- This Agreement shall be governed by and interpreted under the laws of the State of Nevada. The parties' respective rights and remedies under this Agreement are cumulative with and in addition to all other legal and equitable rights and remedies which the parties may have under applicable law. The invalidity of any term or provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other term or provision hereof.
- 11.3 If any action or proceeding is commenced by any party to enforce the terms or provisions of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs in addition to any other relief awarded by the court.
- 11.4 As used in this Agreement, the terms "include" or "including" shall mean include or including without limitation. Time is of the essence of this Agreement. This Agreement may be signed in counterparts.
- approve, to the extent such approval or execution is required by any applicable governmental agency any applications for permits or entitlements relating to Verizon's use of the Drainage Easement Parcel. Within ten (10) days after Verizon's request, PCC agrees to execute any documents reasonably required by Verizon or any public agency to further the purposes and aims set forth in this Agreement and otherwise cooperate with Verizon in connection with the making





of any application or obtaining any permit or approval, so long as PCC shall not be required to incur any cost in connection therewith.

- 11.6 The waiver by one party of performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered to be a waiver by it of any other covenant, condition or promise. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing any other act, or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any other remedy provided by law.
- 11.7 The headings used herein are for convenience only and are not to be construed to be part of this Agreement.
- 11.8 This Agreement and any attached exhibits constitute the entire agreement between Verizon and PCC. This Agreement may be modified only in writing, signed by the parties in interest at the time of the modification.
- 11.9 Verizon shall at all times maintain the Verizon Stormwater Treatment Improvements and the Drainage Improvements as required by applicable law.
- 11.10 If Verizon removes the Verizon Stormwater Treatment Improvements or relocates them so that they no longer overflow to the Drainage Improvements, or removes the Drainage Improvements, then the easements granted herein shall be deemed abandoned and shall automatically revert to PCC.
- 12. <u>Construction</u>. Only the minimum area of PCC Property necessary to access and construct the Drainage Improvements shall be disturbed. Verizon shall minimize distrubance to existing established vegetation and, upon completion of construction of the Drainage Improvements, all areas disturbed which are outside the Drainage Easement Parcel shall be revegetated and returned to a condition equal to or better than the preconstruction conditions at the sole cost and expense of Verizon.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

VERIZON CALIFORNIA INC., a California corporation

PARK CATTLE COMPANY, a Nevada corporation

By: Ormean Hour

2 . .

Title: Man Now D+C

Title COO

eronica Forman

# **ACKNOWLEDGMENT**

State of California County of <u>Ventura</u>	
On July 7, 2006 before me, Nawy R. Carmi dal (here insert name	/ Notary Public , and title of the officer)
personally appeared Veronica Formar	
personally known to me (or proved to me on the basis of sati	isfactory 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	l <del>iis</del> /her/ <del>their</del> authorized
capacity <del>(ies)</del> , and that by his/her/their signature(e) on the ins	strument the person( <del>s)</del> ,
or the entity upon behalf of which the person(s) acted, execu	ited the instrument.
WITNESS my hand and official seal. Signature Carry Carry Carry	NAVICY E. CABINCTURE Commission # 1444610 Notary Public - California Versure County Ny Corrers, Septem Oct 21, 2007
	(Seal)

STATE OF NV COUNTY OF Dougla )ss. On Jan 30 2007, before me, SUTANNE Chechov, personally appeared Franklin M. Bishop, 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 the 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. year Cheocher ry Public SULARINE DIRECTION NOTARY PUBLIC S DATE OF NEVADA (Seal) Anot, free recess Douglas County My Application of Street June 25, 2007 .ഗ: 99-**364**56-5 SUZANNE CHEECHOV NOTARY PUBLIC STATE OF NEVADA Appt. Recorded in Douglas County My Appt. Expires June 25, 2007 No: 39-3645**6-5** 

#### Exhibit A

#### **VERIZON PROPERTY**

### LEGAL DESCRIPTION

The certain parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 26, Township 13 North, Range 18 East, M. C. B. & M. in Douglas County, Nevada, more particularly described as follows:

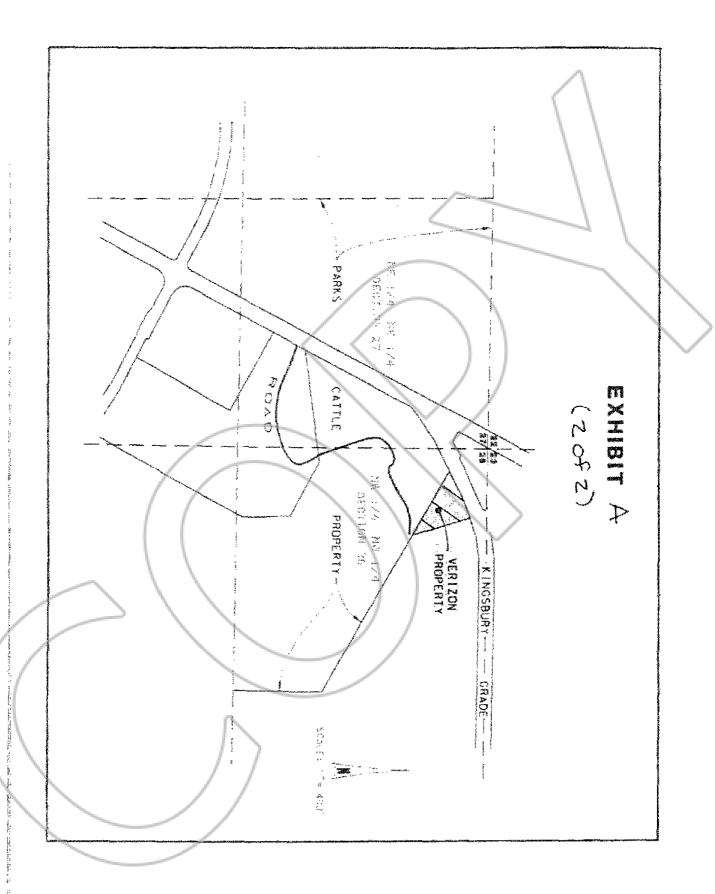
Beginning at a point on the Southeasterly right of way line of the County Road Known as Kingsbury Grade between Lake Tahoe and Carson Valley in said Douglas County, Nevada; said Point of Beginning further described as bearing South 60° 17' East, a distance of 285.20 feet from the Northwest corner of the above described Section 26; thence from a tangent which bears North 63°54'49" East, curving to the right along the Southeasterly right of way line of said County Road with a radius of 960 feet through a central angle of 8°25'11" an arc distance of 141.07 feet to a point; thence South 17° 40' East a distance of 328 feet, more or less, to an intersection with the boundary line between the properties of William Rabe and Elizabeth Rabe and D. W. Park and Margaret Park, as said boundary line is described in Deeds recorded at Page 319, of Book "X" and at Page 526 of Book "R", Records of Douglas County; thence Northwesterly, approximately bearing North 61° West along said boundary and property line a distance of 409 feet, more or less, to an intersection with the above mentioned Southeasterly right of way line of said County Road; thence North 63°54'49" East along said right of way line a distance of 141 feet more or less to the Point of Beginning, said parcel of land containing an area of one acre, more less, and all of the same situate in Douglas County, Nevada.

APN No. 1318-26-101-001

1 of 2

PG- 5089

Page: 9 Of 19 02/15/2007



BK- 0207 PG- 5090 0695087 Page: 10 Of 19 02/15/2007

IN

# EXHIBIT "B"

# PARK CATTLE COMPANY FRIDAY'S STATION PROPERTY LEGAL DESCRIPTION

July 20, 2006

A parcel of land located within Section 26 and the East one-half of Section 27, Township 13 North, Range 18 East, M.D.M., Douglas County, Nevada, being more particularly described as follows:

The 244.6 acre parcel as shown on the Record of Survey for Park Cattle Company, Document No. 155945 of the Douglas County Recorder's Office.

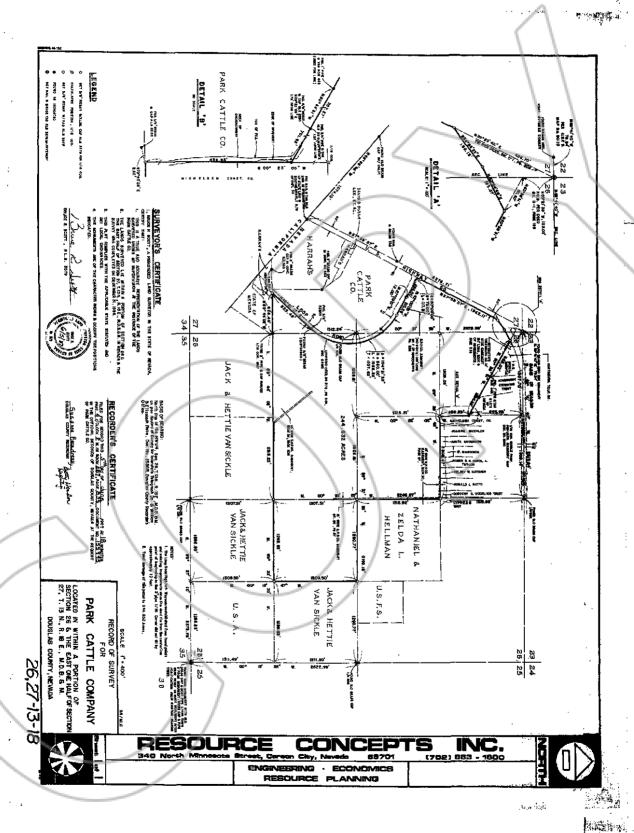
### PREPARED BY:

Darryl M. Harris, P.L.S. # 6497 Resource Concepts, Inc. P.O. Box 11796 212 Elks Point Road, Suite 443 Zephyr Cove, NV 89448 (775) 589-7500



BK- 0207 PG- 5091 0695087 Page: 11 Of 19 02/15/2007

W



BK- 0207 PG- 5092 0695087 Page: 12 Of 19 02/15/2007

### EXHIBIT "C"

# PARK CATTLE COMPANY VERIZON DRAINAGE EASEMENT LEGAL DESCRIPTION

July 14, 2005

A strip of land 20 feet wide for drainage easement purposes located within a portion of the Northwest one-quarter of the Northwest one-quarter of Section 26, Township 13 North, Range 18 East, MDM, Douglas County, Nevada, being more particularly described as follows:

Commencing at the Northwest corner of said Section 26 as shown on the Record of Survey for Park Cattle Company, Document No. 155945 of the Douglas County Recorder's Office,

thence S. 33°57'56" E., 238.14 feet to the most Northerly corner of the Park Cattle Company parcel being a 5/8" rebar with cap PLS 3579;

thence S. 60°36'51" E., along the Northerly line of said Park Cattle Company parcel, 281.84 feet to the TRUE POINT OF BEGINNING;

thence S. 60°36'51" E., continuing along said Northerly line, 37.16 feet;

thence S. 52°43'15" E., leaving said Northerly line, 128.29 feet;

thence S. 37°16'45" W., 20.00 feet;

thence N. 52°43'15" W., 126.91 feet;

thence N. 60°36'51" E., 35.78 feet;

thence N. 29°23'09" E., 20.00 feet to the POINT OF BEGINNING.

Containing 3,281 square feet more or less.

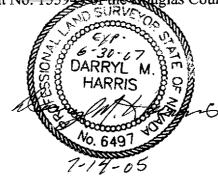
Basis Of Bearing

The Northerly line of the Park Cattle Company parcel as shown on the Record of Survey for Park Cattle Company, Document No. 155945 Cattle Company, Document No. 155945 Cattle Company, Document No. 155945 Cattle Company Recorder's Office,

(N. 60°36'51" W.).

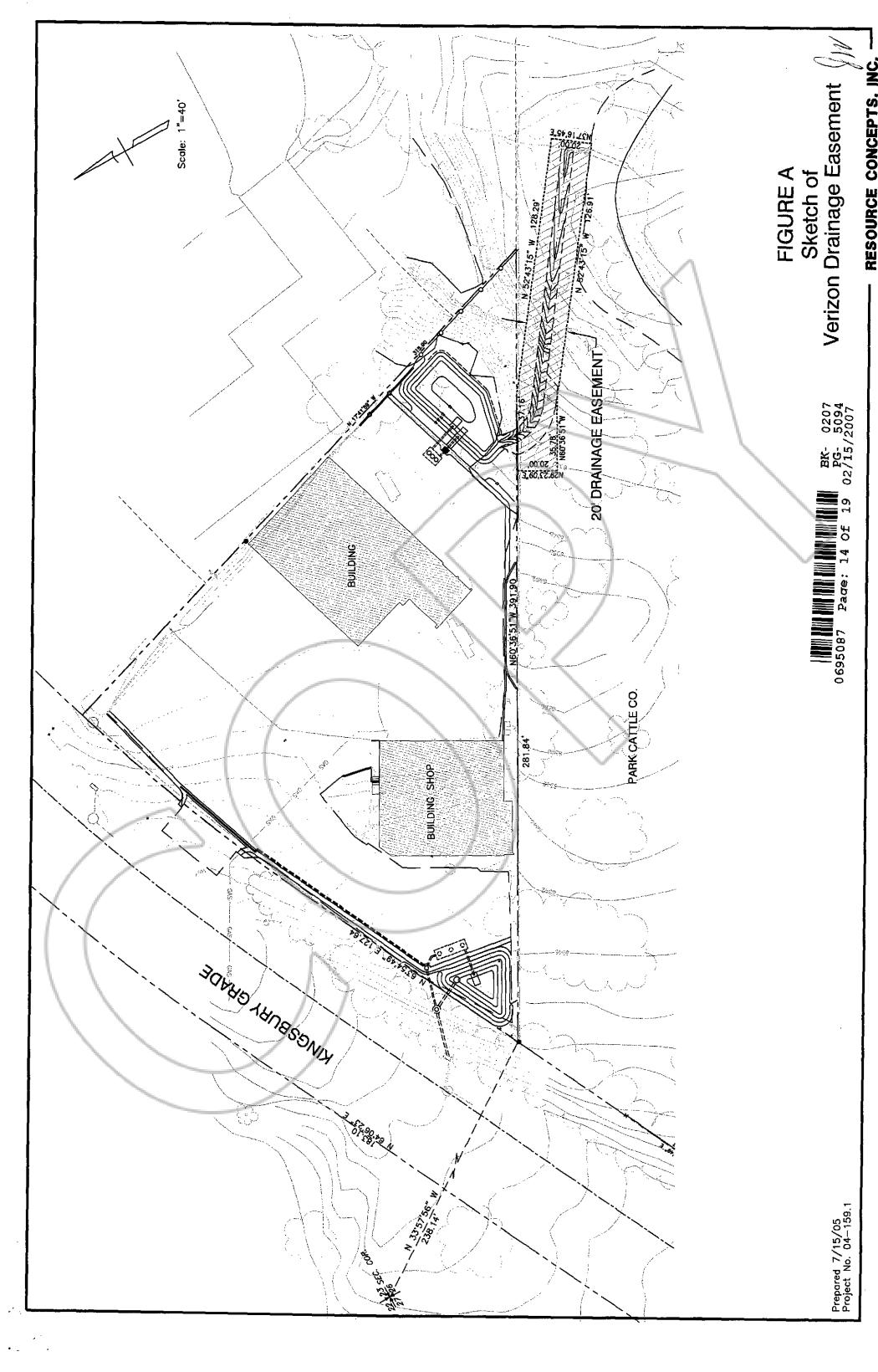
### PREPARED BY:

Darryl M. Harris, P.L.S. # 6497 Resource Concepts, Inc. P.O. Box 11796 Zephyr Cove, NV 89448 (775) 588-7500



0695087 Page: 13 Of 10

BK- 0207 PG- 5093 W



# EXHIBIT "D"

# VERIZON ACCESS EASEMENT LEGAL DESCRIPTION

July 20, 2006

A portion of the Northwest 1/4 of the Northwest 1/4 of Section 26, Township 13 North, Range 18 East, M.D.M., Douglas County, Nevada, for access easement purposes, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 26 as shown on Record of Survey for Park Cattle Company, Document No. 155945, Official Records, Douglas County, Nevada;

thence S. 00°21'39" E., along the West line of said Section 26, 123.02 feet;

thence S. 60°36'51" E., 151.80 feet to the most Northerly corner of the Park Cattle Company parcel as shown on said Record of Survey;

thence along the Northerly line of said parcel, S. 60°36'51" E., 51.25 feet to the TRUE POINT OF BEGINNING:

thence continuing along said Northerly line, S. 60°36'51" E., 18.45 feet; thence the following fourteen courses;

- 1) S. 64°59'48" W., 66.31 feet;
- 2) 42.85 feet along the arc of a curve to the left, having a central angle of 31°13'28" and a radius of 78.62 feet, (chord bears S. 49°23'04" W., 42.32 feet);
- 3) 113.80 feet along the arc of a curve to the left, having a central angle of 29°52'33" and a radius of 218.25 feet, (chord bears S. 18°50'03" W., 112.52 feet);
- 4) 38.15 feet along the arc of a curve to the right, having a central angle of 17°53'08" and a radius of 122.20 feet, (chord bears S. 12°50'21" W., 37.99 feet);
- 5) 17.17 feet along the arc of a curve to the left, having a central angle of 10°38'07" and a radius of 92.50 feet, (chord bears S. 16°27'51" W., 17.15 feet);
  - 6) S. 11°08'48" W., 20.14 feet;
- 7) 22.69 feet along the arc of a curve to the left, having a central angle of 52°04'26" and a radius of 24.97 feet, (chord bears S. 14°53'25" E., 21.92 feet);

PG- 5095 15/2007

- 8) 4.42 feet along the arc of a curve to the left, having a central angle of 20°16'19" and a radius of 12.50 feet, (chord bears S. 51°03'48" E., 4.40 feet);
  - 9) S. 61°11'57" E., 31.80 feet;
- 10) 85.20 feet along the arc of a curve to the left, having a central angle of 59°10'02" and a radius of 82.50 feet, (chord bears N. 89°13'02" E., 81.46 feet);
- 11) 158.79 feet along the arc of a curve to the right, having a central angle of 20°30'05" and a radius of 443.78 feet, (chord bears N. 69°53'04" E., 157.95 feet);
- 12) 93.03 feet along the arc of a curve to the left, having a central angle of 12°12'26" and a radius of 436.66 feet, (chord bears N. 74°01'53" E., 92.86 feet);
- 13) 14.95 feet along the arc of a curve to the right, having a central angle of 6°37'01" and a radius of 129.47 feet, (chord bears N. 71°14'11" E., 14.94 feet);
- 14) N. 37°16'45" E., 28.56 feet to a point on the Southwesterly line of a 20 foot wide drainage easement;

thence along said Southwesterly line, S. 52°43'15" E., 82.34 feet;

thence the following eighteen courses;

- 15) S. 37°16'45" W., 9.32 feet;
- 16) N. 52°43'15" W., 11.64 feet;
- 17) 71.99 feet along the arc of a curve to the left, having a central angle of 54°59'37" and a radius of 75.00 feet, (chord bears N. 80°13'03" W., 69.26 feet);
- 18) 8.71 feet along the arc of a curve to the left, having a central angle of 4°21'28" and a radius of 114.47 feet, (chord bears S. 70°06'24" W., 8.70 feet);
- 19) 96.23 feet along the arc of a curve to the right, having a central angle of 12°12'26" and a radius of 451.66 feet, (chord bears S. 74°01'53" W., 96.05 feet);
- 20) 153.43 feet along the arc of a curve to the left, having a central angle of 20°30'05" and a radius of 428.78 feet, (chord bears S. 69°53'04" W., 152.61 feet);
- 21) 100.69 feet along the arc of a curve to the right, having a central angle of 59°10'02" and a radius of 97.50 feet, (chord bears S. 89°13'02" W., 96.27 feet);
  - 22) N. 61°11'57" W., 33.20 feet;
- 23) 17.28 feet along the arc of a curve to the right, having a central angle of 37°48'35" and a radius of 26.18 feet, (chord bears N. 42°17'39" W., 16.96 feet);
  - 24) 19.79 feet along the arc of a curve to the left, having a central angle of 75°35'41"

BK- 02 PG- 50 1695087 Page: 16 Of 19 02/15/20



and a radius of 15.00 feet, (chord bears N. 61°11'12" W., 18.39 feet);

- 25) N. 06°07'17" W., 9.28 feet;
- 26) 19.79 feet along the arc of a curve to the left, having a central angle of 75°35'41" and a radius of 15.00 feet, (chord bears N. 48°56'38" E., 18.39 feet);
  - 27) N. 11°08'48" E., 16.68 feet;
- 28) 19.95 feet along the arc of a curve to the right, having a central angle of 10°38'07" and a radius of 107.50 feet, (chord bears N. 16°27'51" E., 19.93 feet);
- 29) 33.46 feet along the arc of a curve to the left, having a central angle of 17°53'08" and a radius of 107.20 feet, (chord bears N. 12°50'21" E., 33.33 feet);
- 30) 121.63 feet along the arc of a curve to the right, having a central angle of 29°52'33" and a radius of 233.25 feet, (chord bears N. 18°50'03" E., 120.25 feet);
- 31) 51.02 feet along the arc of a curve to the right, having a central angle of 31°13'28" and a radius of 93.62 feet, (chord bears N. 49°23'04" E., 50.39 feet), ;
  - 32) N. 64°59'48" E., 55.57 feet to the POINT OF BEGINNING.

Containing 12619 Square Feet, 0.289 Acres, more or less.

### Basis of Bearing:

North line of the NW 1/4 of said section 26, as shown on said Document No. 155945. (N. 89°41'40" W.)

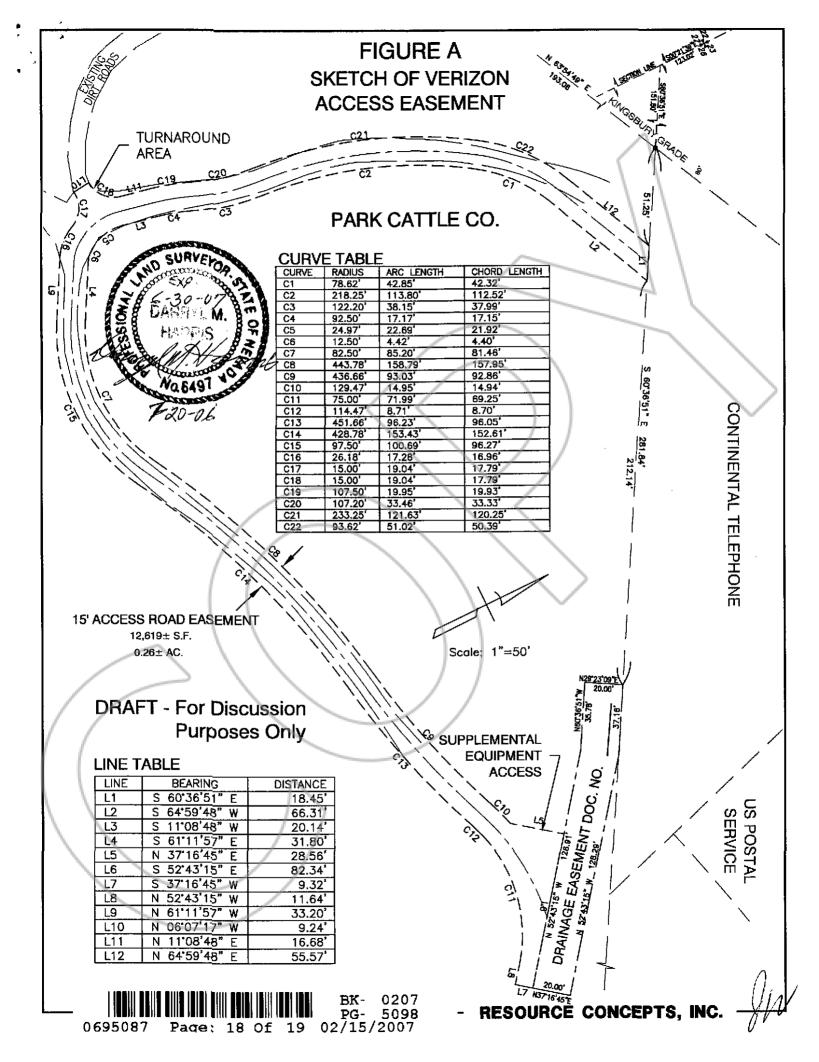
### PREPARED BY:

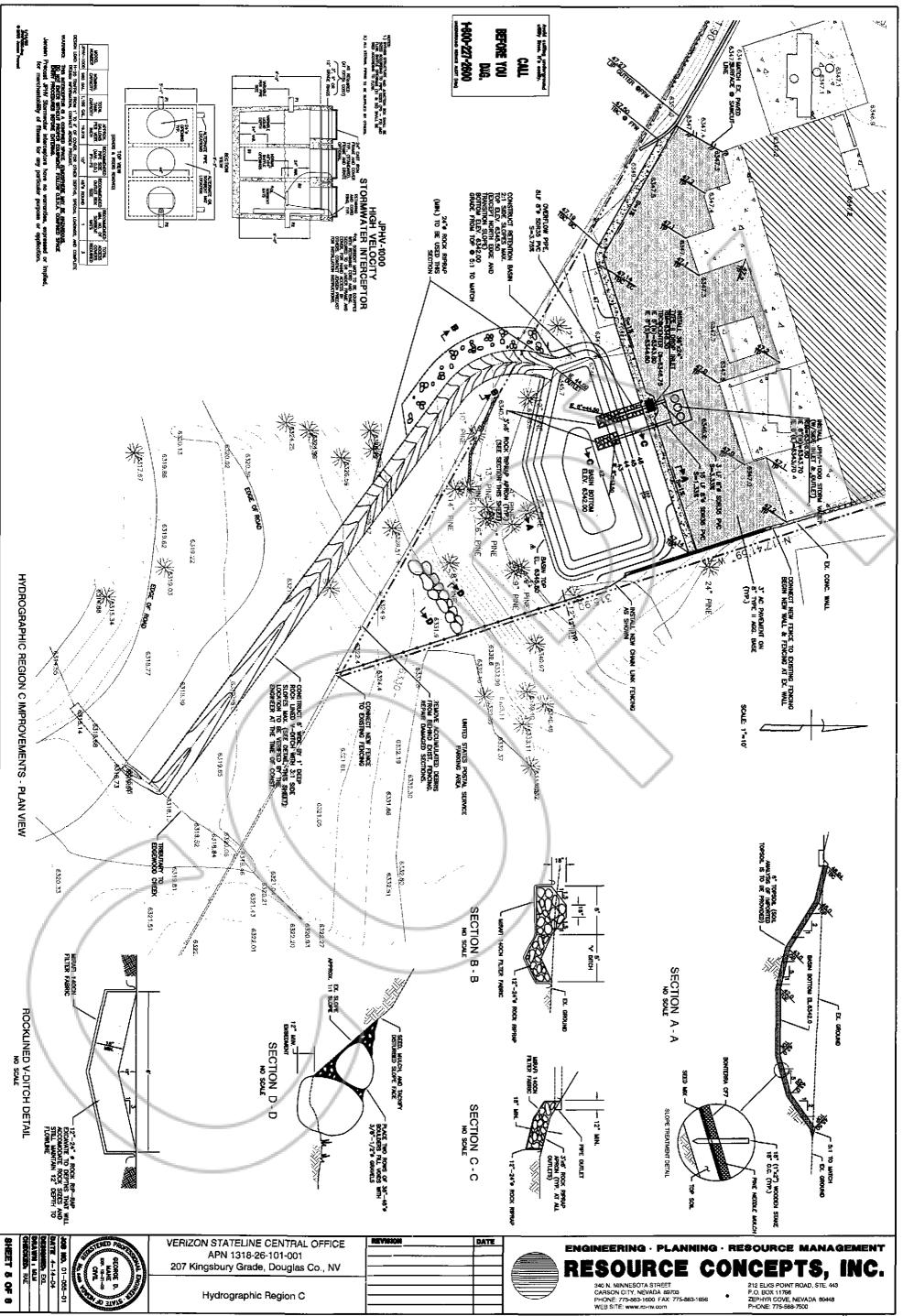
Darryl M. Harris, P.L.S. # 6497 Resource Concepts, Inc. P.O. Box 11796 212 Elks Point Road, Suite 443 Zephyr Cove, NV 89448



0695087 Page: 17 Of 19 02/15

BK- 0207 PG- 5097







j



EXHIBIT "E"