

OFFICIAL RECORD

Requested By:
DC/CLERKS OFFICE

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 19 Fee: 0.00
BK-0307 PG- 8346 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: MARCH 27, 2007

Recording Requested By:

Name: CAROL, CLERK'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT 2007.040

(Title of Document)

FILED

2007.040

2007 MAR 27 AM 10:43

WATER AND SEWER FACILITIES AGREEMENT
AMENDMENT No. 1

THIS AMENDMENT NO. 1 TO WATER AND SEWER FACILITIES AGREEMENT (this "Amendment") is entered into as of October 5, 2006, by and among Genoa Developer Associates, LLC ("GDA"); Genoa Land Investors, LLC ("GLI"); Genoa Golf Investors, LLC ("GGI"); James Canyon, LLC ("JC"); and Little Mondeaux Limousin Corporation ("LM") (collectively referred to as "Land Owners"), and the COUNTY OF DOUGLAS, STATE OF NEVADA ("Douglas County").

PAIFFIN
[Handwritten Signature]

PREAMBLE

Whereas, the Land Owners and Douglas County have previously entered into that certain Water and Sewer Facilities Agreement under date of April 7, 2005 (the "Agreement"), which Agreement was approved by the Douglas County Board of Commissioners on April 7, 2005, and recorded in the Office of the Douglas County Recorder on April 12, 2005.

Whereas, the Agreement sets forth the respective requirements, rights and obligations of the Land Owners and Douglas County to ensure the orderly development of adequate water and sewer facilities to serve the planned developments of the Land Owners and to provide regional water supply and distribution facilities to serve future developments in this area of Douglas County, Nevada; and

Whereas, since the effective date of the Agreement, GDA has sold a portion of the property that is subject to the Agreement to Four Creeks Visalia, LP, a California Limited Partnership ("Four Creeks"), which (a) is now the owner of that certain real property more specifically described in Exhibit 'A', attached hereto and made a part hereof, which remains subject to the terms of the Agreement, and (b) is, by definition and agreement, a successor-in-interest to GDA under the Agreement, but only to the extent provided in the written purchase and sale agreement between Four Creeks and GDA; and

Whereas, Douglas County wishes to acquire an alternate well site location within the Development Project, the site for which is now owned by Four Creeks and which site is more specifically depicted in Exhibit 'B' attached hereto and made a part hereof (the "Alternate Well Site"); and

Whereas, Douglas County also wishes to provide for the construction of a new 14" diameter potable water main (the "Proposed Water Main") within the Development Project generally located along the alignment shown on Exhibit 'C', attached hereto and made a part hereof, but specifically extending from the Alternate Well Site, within existing or proposed access and public utility easements, westerly to Jacks Valley Road, having a combined length of 3,165 feet, more or less; and



Whereas, Douglas County requests the Land Owners' and Four Creeks' participation and cooperation in amending the Agreement to accomplish the foregoing goals, and the Land Owners and Four Creeks have agreed to amend the Agreement as provided herein.

NOW THEREFORE, based upon the mutual promises and conditions contained herein and those contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Land Owners, Four Creeks and Douglas County hereby agree that the Agreement is amended as follows:

SECTION 1. The following paragraphs are hereby inserted at the end of Section 1, entitled Water System Development, of the Agreement:

"In lieu of payment by GDA to Douglas County as provided above, the amount of \$155,000 shall be credited to GDA by Douglas County against the cost of GDA and Four Creeks constructing the Proposed Water Main as described above and more specifically depicted in Exhibit "C"."

It is further recognized and agreed by GDA, Four Creeks and Douglas County that a portion of the proposed alignment for the Proposed Water Main extends through properties that are owned by disinterested third parties (i.e., the owners of the TOURIST COMMERCIAL AREA and the SIERRA NEVADA GOLF RANCH (now known as "Genoa Lakes Resort") parcels as defined in the Agreement) and which areas may be without the benefit of existing easements along the proposed alignment. GDA and Four Creeks covenant and commit to use their best efforts to obtain the requisite utility easements along the proposed alignment through property owned by the disinterested third parties as generally described above. However, in the event that GDA and Four Creeks are unable to obtain, or are unsuccessful in obtaining these easements without financial remuneration, Douglas County agrees to use its power and authority as a public agency to timely obtain the necessary right of entry, and ultimately easements, through properties not owned by GDA or Four Creeks and to bear all costs of such acquisition, if any, in order to allow construction and maintenance of the Proposed Water Main as described above.

GDA and Four Creeks will be responsible for all costs of the design, permitting, construction, construction staking and administration for the Proposed Water Main, and upon completion of the Proposed Water Main the \$155,000 otherwise owed to Douglas County by GDA under the Agreement will be considered paid in full as set forth above. GDA and Four Creeks shall proceed immediately with the design and permitting of construction of the Proposed Water Main, Douglas County will cooperate to ensure that the design is timely reviewed and the permits are timely issued. Douglas County further covenants and agrees to facilitate the filing and recordation of the final map(s) for Montana, Phase 2 and Summit Ridge, Phase 1.

SECTION 2. Section 3 of the Agreement, entitled Well Site, is hereby amended by inserting the following immediately after the first sentence thereof:

"If Douglas County, in its sole discretion to be exercised within 14 days of the date hereof, determines that it prefers the Alternate Well Site identified in Exhibit "B" attached to this Amendment, it shall so inform GGI, GDA and Four Creeks of its election in writing, which



notice will also include an executed and notarized quitclaim deed in customary form, conveying the original Well Site that was to be located on Parcel 10 to GGI (and disclaiming any and all interest in and to the Well Site), that GGI may then record in the office of the Douglas County Recorder. In the event Douglas County selects the Alternate Well Site as noted above, it shall pay Four Creeks a sum of \$90,000.00 (the "Well Site Payment"), which amount shall be deemed full compensation for acquisition of the Alternate Well Site together with the right to construct thereupon the proposed New Well as provided for in Paragraph 4 (New Well Construction). In case of such an election, the Alternate Well Site will be created upon recordation of a final parcel map for this site, and Four Creeks will convey the Alternate Well Site to Douglas County in fee title by an appropriate Grant, Bargain and Sale Deed concurrently upon recordation of the final parcel map and receipt of the Well Site Payment. Four Creeks agrees to grant a right-of-entry for the Alternate Well Site to Douglas County and allow Douglas County to proceed to construct a test well immediately upon Four Creeks' receipt of the full Site Improvement Permit for Summit Ridge, Phase 1 and recordation of the final parcel map creating the well site parcel. Construction of the new well and related improvements will be constructed by County in a timely manner

SECTION 3. The following paragraphs are hereby inserted at the end of Section 3, entitled Well Site, of the Agreement:

"Four Creeks will consider Douglas County's future request for placement of a water treatment facility at the Alternate Well Site as may be necessary depending on actual water quality findings when the New Well is constructed and tested. However, Four Creeks will not be asked, nor will it be obligated, to consider such a future request without actual, verifiable water quality test results confirming that the water quality from the New Well does not meet the adopted Federal and State Safe Drinking Water Standards, including the Arsenic Rule, then in effect. In the event that Four Creeks authorizes the placement of a water treatment facility on the Alternate Well Site, then:

- a) the full treatment works and appurtenances will be enclosed within a building meeting the requirements and guidelines of Paragraph 4 (New Well Construction), as amended herein; and
- b) the architectural design and construction of the building to enclose any such treatment works will be subject to the review and approval by Four Creeks. Approval of the building's architectural design and details will not be unreasonably withheld by Four Creeks.
- c) the proposed building's and site's design, and construction, will incorporate and include facilities, appurtenances, treatments, mechanisms and equipment as necessary or advisable to mitigate both noise and visual impacts arising from the use of this site for a municipal well in immediate proximity to residential dwellings. The facilities, appurtenances, treatments, mechanisms and equipment shall include, at a minimum, landscape screening of the site, sound attenuators or mufflers on all mechanical equipment exhausts and perimeter sound walls or complimentary fencing. Douglas County covenants and agrees to maintain these facilities, appurtenances, treatments, mechanisms and equipment in good condition and excellent repair throughout the life of the requested use."

SECTION 4. The following paragraphs are hereby inserted at the end of Section 4, entitled New Well Construction, of the Agreement:



"In addition to the requirements set forth above, in the event that Douglas County elects, at its sole discretion, to utilize the Alternate Well Site as noted above, then:

- a) the architectural design and construction of the building to enclose the required new well house, including the proposed site improvements, will be subject to the review and approval by Four Creeks. Approval of the building's architectural design and details will not be unreasonably withheld by Four Creeks.
- b) the proposed building's and site's design, and construction, will incorporate and include facilities, appurtenances, treatments, mechanisms and equipment as necessary or advisable to mitigate both noise and visual impacts arising from the use of this site for a municipal well in immediate proximity to residential dwellings. The facilities, appurtenances, treatments, mechanisms and equipment shall include, at a minimum, landscape screening of the site, sound attenuators or mufflers on all mechanical equipment exhausts and perimeter sound walls or complimentary fencing. Douglas County covenants and agrees to maintain these facilities, appurtenances, treatments, mechanisms and equipment in good condition and excellent repair throughout the life of the requested use.
- c) Douglas County acknowledges that the Alternate Well Site will be a lot within a development that has privately maintained streets, landscaping, and other valuable amenities for which there are Homeowner Association dues and Douglas County covenants and commits to timely payment of all Homeowner Association dues as required of and equally applied to all other lots within the Development Project.

SECTION 5. The following paragraph is hereby inserted at the end of Section 7, entitled Construction Schedule of Additional Off-Site Water and Sewer Improvements, as a new subparagraph 7(b) to the Agreement:

"b. On-Site Regional Water Line. Douglas County has requested that GDA and Four Creeks cooperate in its acquisition of the Alternate Well Site, dedicate the necessary easements and construct the Proposed Water Main for the primary purpose of delivery of water to North Douglas County. The final alignment and location of the Proposed Water Main will be mutually agreed upon by the GDA, Four Creeks and Douglas County as set forth in Paragraph 1, entitled Water System Development, above."

SECTION 6. The following paragraph is hereby inserted at the end of Section 11, entitled Further Assurances, to the Agreement:

"The Land Owners, Four Creeks and Douglas County mutually agree and confirm to one another that the mutual covenants, commitments and considerations contained in the Agreement and this Amendment:

- a. conform with the maps and policies of the adopted Douglas County Master Plan; and
- b. are consistent with and do not violate the requirements of the Nevada Revised Statutes; and
- c. are consistent with Douglas County's consolidated development code and other applicable codes and ordinances; and



- d. will not be detrimental to or cause adverse effects to adjacent property owners, residents, or the general public and include sufficient provisions to address the completion and/or phasing of contemplated improvements and further include sufficient provisions to address the abandonment of the project; and
- e. provide clear and substantial benefit to the residents of Douglas County. Accordingly, all rights, privileges and benefits arising from these considerations shall accrue to the benefit of the respective parties of this Agreement.”

SECTION 7. The following paragraph is hereby inserted at the end of Section 12, entitled Agreement Supersedes, to the Agreement:

“The Agreement will continue in full force and effect except as modified by this Amendment. This Amendment, upon approval and recordation, shall be attached to and made a part of the original Agreement as if fully set forth in the original Agreement.”

SECTION 8. The following party is hereby inserted at the end the notice addresses contained in of Section 21, entitled Notice, to the Agreement:

“Four Creeks: Four Creeks Visalia, LP, A California Limited Partnership
 c/o Davidon Corporation, A California Corporation, its General
 Partner
 Attn: Dennis J. Razzari, Vice-President of Construction
 1600 South Main Street, Suite 150
 Walnut Creek, CA 94596

cc. Jeff Thayer
c/o Davidon Corporation
1600 South Main Street, Suite 150
Walnut Creek, CA 94596”

SECTION 9. The laws of the State of Nevada shall be applied in interpreting and construing this agreement.

SECTION 10. The illegality or invalidity of any provision or portion of this agreement shall not affect the validity of the remainder of the agreement.

SECTION 11. This agreement constitutes the full and final agreement between the parties and shall not be modified except in writing and signed by both parties.

Dated this 5 day of October, 2006.

County of Douglas, State of Nevada

BY: James F. Baushke
James Baushke Chairman,
Douglas County Commissioners

ATTEST:

BY: Barbara J. Griffin 3-27-07
Douglas County Clerk Date
By: L. Lynch, Clerk to Board

Approved as to form

BY: Tommi 3/23/07
Douglas County District Attorney Date

LAND OWNERS:

LITTLE MONDEAUX LIMOUSIN CORPORATION


BY: Ronald L. Simek 11-6-06
Ronald L. Simek, President Date

JAMES CANYON, LLC.

BY: Ronald L. Simek 11-6-06
Ronald L. Simek, Manager/Member Date

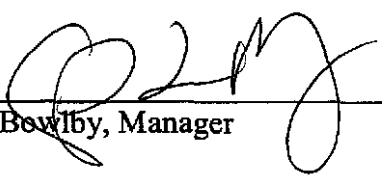
GENOA LAND INVESTORS, LLC.



BY: 
Chip L. Bowlby, Manager


10-17-2000
Date

GENOA DEVELOPER ASSOCIATES, LLC

BY: 
Chip L. Bowlby, Manager

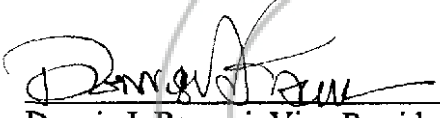
10-17-2000
Date

GENOA GOLF INVESTORS, LLC

BY: 
Chip L. Bowlby, Manager

10-17-2000
Date

FOUR CREEKS VISALIA, LP, A California Limited Partnership
by Davidon Corporation, a California Corporation, its General Partner

BY: 
Dennis J. Razzari, Vice-President of Construction

10/20/00
Date

**EXHIBIT "A"
LEGAL DESCRIPTION**

Order No.: 050702968

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

LEGAL DESCRIPTION 1:

Adjusted Remainder Parcel 1 as set forth on that certain Record of Survey to Support a Boundary Line Adjustment for GENOA LAND INVESTORS, LLC., GENOA DEVELOPER ASSOCIATES, LLC., MDA ENTERPRISES, INC. and INCOMPARABLE HOLDING CO., et al, filed for record in the office of the Douglas County Recorder on June 30, 2005, Book 0605, Page 14555, Document No. 0648319, Official Records.

ASSESSOR'S PARCEL NO. 1419-26-001-016

TOGETHER WITH the following easements for ACCESS:

(H) A non-exclusive 50 foot wide access easements, created in that certain document entitled "Easement Amendment Deed", executed by Little Mondeaux Limousin Corporation, recorded on February 25, 1998 as Document No. 433367 in Book 298, Page 4658, of the Official Records of Douglas County, Nevada.

(U) A 50 foot wide access, irrigation, and utility easement, over and across those certain lands described in document recorded on February 3, 2004, in Book 0204, Page 0954, as Document No. 0603680, of the Official Records of Douglas County, Nevada.

(N1) A 60 foot private access, private irrigation, and public utility easement, as set forth on the Final Subdivision Map entitled CANYON CREEK MEADOWS PHASE 1, according to the plat thereof filed on February 11, 2004 in Book 0204, Page 4470, as Document No. 604356, of the Official Records of Douglas County, Nevada.

(F) An easement for non-exclusive access purposes within the Easement Area, created in that certain document entitled "Master Grant Deed" executed by Ronald L. Simek, et al, recorded on December 31, 1996 as Document No. 403934, in Book 1296, Page 4911 of the Official Records of Douglas

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LEGAL DESCRIPTION - continued

Order No.:050702968

County, Nevada.

(T) An easement for pedestrian and vehicular ingress and egress to and from that certain real property; and the installation, construction, repair, maintenance, and replacement of roadway improvements within the Easement Area, such as, without limitation, asphalt paving, cattle guards, and so forth, created in that certain Document entitled "Grant of Relocatable Private Access Easement (#OS6)", executed by Ronald L. Simek, recorded on February 3, 2004 as Document No. 603676 in Book 0204 Page 862, of the Official Records of Douglas County, Nevada.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JUNE 30, 2005, BOOK 0605, PAGE 14507, AS FILE NO. 0648311, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

LEGAL DESCRIPTION 2:

A parcel of land located within a portion of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Adjusted Parcel 17 as set forth on that certain Record of Survey to Support a Boundary Line Adjustment for GENOA LAND INVESTORS, LLC., GENOA DEVELOPER ASSOCIATES, LLC., MDA ENTERPRISES, INC. AND INCOMPARABLE HOLDING CO., et al, filed for record in the office of the Douglas County Recorder on June 30, 2005, Book 0605, Page 14555, Document No. 0648319, Official Records.

APN 1419-26-001-013

Together with that certain non-exclusive private access easement as described below:

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LEGAL DESCRIPTION - continued
Order No.:050702968

DESCRIPTION EASEMENT #2

50' WIDE NON-EXCLUSIVE PRIVATE EASEMENT

A fifty foot (50') wide easement for access purposes located within a portion of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the Easterly line of Jacks Valley Road, the Northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada, as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the Southwest corner of Section 26, T.14N., R.19E., M.D.M.; thence along said Easterly line of Jacks Valley Road North 21°17'11" East, 5624.78 feet to the POINT OF BEGINNING; thence South 57°24'21" East, 901.15 feet; thence along the arc of a curve to the right having a radius of 100.00 feet, central angle of 57°24'26", arc length of 100.19 feet, and chord bearing South 28°42'10" East; thence South, 163.85 feet; thence along the arc of a curve to the left having a radius of 100.00 feet, central angle of 59°14'14", arc length of 103.39 feet, and chord bearing South 29°37'07" East; thence South 59°14'14" East, 87.62 feet; thence South 57°20'21" East, 299.51 feet; thence along the arc of a curve to the left having a radius of 95.00 feet, central angle of 98°13'48", arc length of 162.87 feet, and chord bearing North 73°32'45" East; thence North 24°25'51" East, 166.00 feet; thence along the arc of a curve to the right having a radius of 75.00 feet, central angle of 34°48'01", arc length of 45.55 feet, and chord bearing North 41°49'51" East; thence North 59°13'52" East, 94.39 feet; thence along the arc of a curve to the right having a radius of 75.00 feet, central angle of 55°06'44", arc length of 72.14

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LEGAL DESCRIPTION - continued

Order No.:050702968

feet, and chord bearing North 86°47'14" East; thence South 65°39'24" East, 403.40 feet; thence North 24°52'01" East, 62.44 feet; thence North 19°23'04" East, 165.42 feet; thence North 03°46'32" West, 200.60 feet to the terminus of this description.

The Basis of Bearing of this description is North 89°23'01" East, the North line of the Northeast one-quarter (NE 1/4) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JUNE 30, 2005, BOOK 0605, PAGE 14547, AS FILE NO. 0648317, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

AND TOGETHER WITH that certain non-exclusive private access easement as described below:

DESCRIPTION EASEMENT #0S7

50' WIDE NON-EXCLUSIVE PRIVATE ACCESS EASEMENT (OVER PARCEL 16, A.P.N. 1419-26-001-009)

A fifty-foot (50') wide strip of land for non-exclusive private access purposes located within a portion of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, lying 25 feet (25') on both sides of the following described centerline:

Commencing at the most easterly corner of Parcel 16 as shown on the Record of Survey to Support a Boundary Line Adjustment for Little Mondeaux Limousin Corporation recorded November 19, 2001 in the office of Recorder, Douglas County, Nevada as Document No. 528042;

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LEGAL DESCRIPTION - continued
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thence along the northeasterly line of said Parcel 16,
North 58°31'29" West, 25.01 feet to the POINT OF BEGINNING;
thence along a line 25 feet westerly of and parallel with
the easterly line of said Parcel 16, the following courses:

South 33°08'08" West, 168.54 feet;

South 19°17'56" West, 192.13 feet;

South 06°55'50" West, 142.07 feet;

South 04°16'47" East, 148.06 feet;

South 08°17'50" West, 159.03 feet;

South 27°18'20" West, 270.10 feet;

South 38°59'28" West, 89.85 feet to a point on the southerly
line of said Parcel 16, the TERMINUS of this description.

The sidelines of the above described strip of land shall be
extended and shortened to terminate at said northeasterly
line of Parcel 16 and said southerly line of Parcel 16.

The Basis of Bearing of this description is North 89°23'01"
East, the north line of the Northeast one-quarter (NE 1/4)
of Section 26, Township 14 North, Range 19 East, M.D.M. per
Map of Division Into Large Parcels for Little Mondeaux
Limousin Corporation recorded July 31, 1992 as Document No.
284936.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE
HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT
RECORDED FEBRUARY 3, 2004, BOOK 0204, PAGE 882, AS FILE NO.
0603677, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS
COUNTY, STATE OF NEVADA."

LEGAL DESCRIPTION 3:

Adjusted Parcel 16 as set forth on that certain Record of
Survey to Support a Boundary Line Adjustment for GENOA LAND
INVESTORS, LLC, GENOA DEVELOPER ASSOCIATES, LLC., MDA
ENTERPRISES, INC. AND INCOMPARABLE HOLDING CO., et al,
filed for record in the office of the Douglas County

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LEGAL DESCRIPTION - continued
Order No.:050702968

Recorder on June 30, 2005, Book 0605, Page 14555, Document
No. 0648319, Official Records.

APN 1419-26-001-014

DESCRIPTION EASEMENT #2

Together with that certain non-exclusive private access
easement as described below:

50'WIDE NON-EXCLUSIVE PRIVATE EASEMENT

A fifty foot (50') wide easement for access purposes located
within a portion of Section 26, Township 14 North, Range 19
East, Mount Diablo Meridian, the centerline of which is more
particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the
Easterly line of Jacks Valley Road, the Northwesterly
corner of Parcel 2 as shown on the Map of Division Into
Large Parcels for Little Mondeaux Limousin Corporation
recorded July 31, 1992 in the office of Recorder, Douglas
County, Nevada, as Document No. 284936, said point bears
South 32°55'56" West, 2868.09 feet from the Southwest
corner of Section 26, T.14N., R.19E., M.D.M.; thence along
said Easterly line of Jacks Valley Road North 21°17'11"
East, 5624.78 feet to the POINT OF BEGINNING; thence South
57°24'21" East, 901.15 feet; thence along the arc of a
curve to the right having a radius of 100.00 feet, central
angle of 57°24'26", arc length of 100.19 feet, and chord
bearing South 28°42'10" East; thence South, 163.85 feet;
thence along the arc of a curve to the left having a radius
of 100.00 feet, central angle of 59°14'14", arc length of
103.39 feet, and chord bearing South 29°37'07" East; thence
South 59°14'14" East, 87.62 feet; thence South 57°20'21"
East, 299.51 feet; thence along the arc of a curve to the
left having a radius of 95.00 feet, central angle of

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LEGAL DESCRIPTION - continued
Order No.: 050702968

98°13'48", arc length of 162.87 feet, and chord bearing North 73°32'45" East; thence North 24°25'51" East, 166.00 feet; thence along the arc of a curve to the right having a radius of 75.00 feet, central angle of 34°48'01", arc length of 45.55 feet, and chord bearing North 41°49'51" East; thence North 59°13'52" East, 94.39 feet; thence along the arc of a curve to the right having a radius of 75.00 feet, central angle of 55°06'44", arc length of 72.14 feet, and chord bearing North 86°47'14" East; thence South 65°39'24" East, 403.40 feet; thence North 24°52'01" East, 62.44 feet; thence North 19°23'04" East, 165.42 feet; thence North 03°46'32" West, 200.60 feet to the terminus of this description.

The Basis of Bearing of this description is North 89°23'01" East, the North line of the Northeast one-quarter (NE 1/4) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

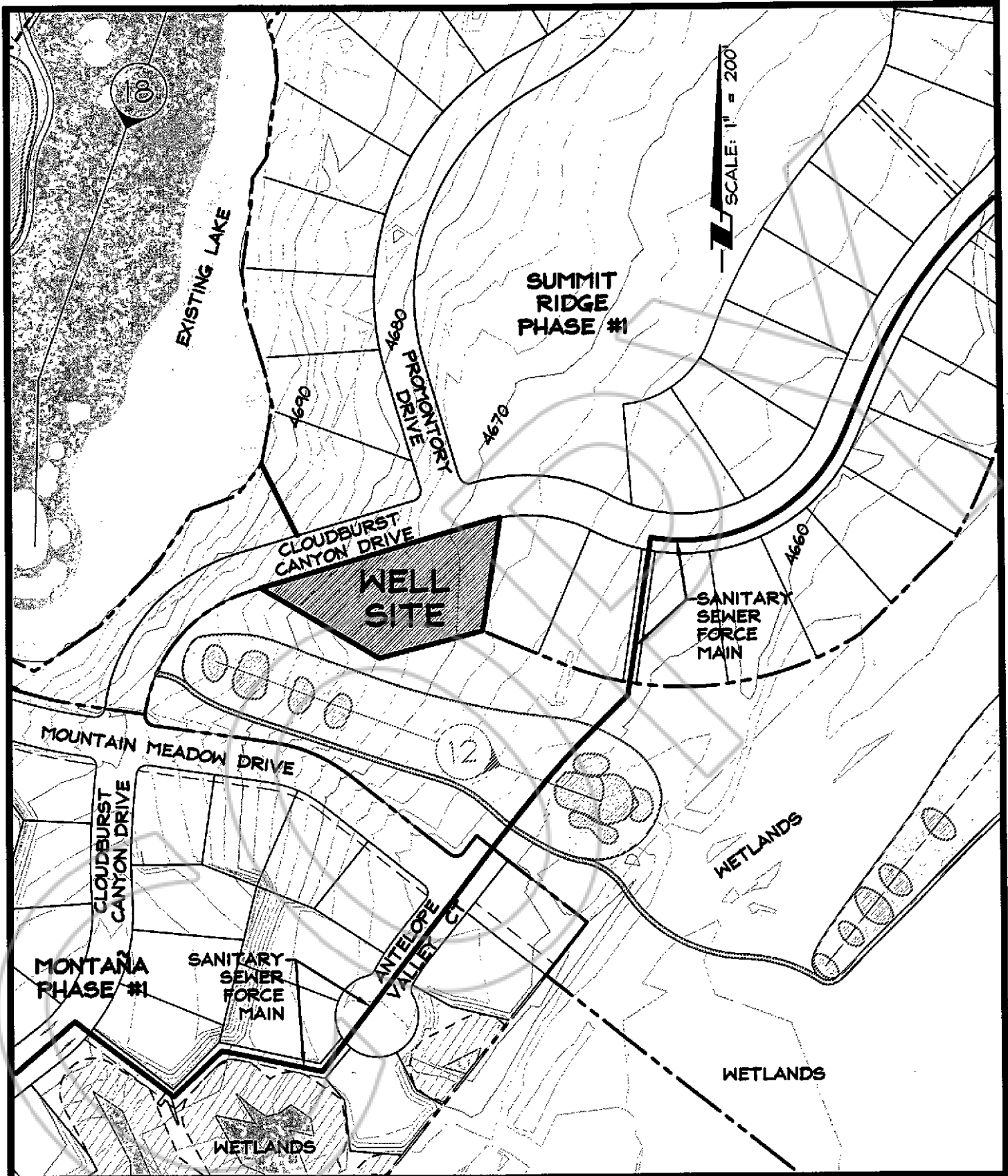
"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JUNE 30, 2005, BOOK 0605, PAGE 14542, AS FILE NO. 0648316, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

TOGETHER WITH a Grant of Slope Easement as set forth and described in document recorded November 7, 2005 in Book 1105, Page 3092, as Document No. 0660088, Official Records Douglas County, Nevada, for the benefit of Legal Descriptions 1, 2 and 3.

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R|O|Anderson

1603 ESERALDA AVENUE / POST OFFICE BOX 2229
 MINDEN, NEVADA 89423
 PHONE: (775) 782-2322 / FAX: (775) 782-7084
 WEB SITE: WWW.ROANDERSON.COM

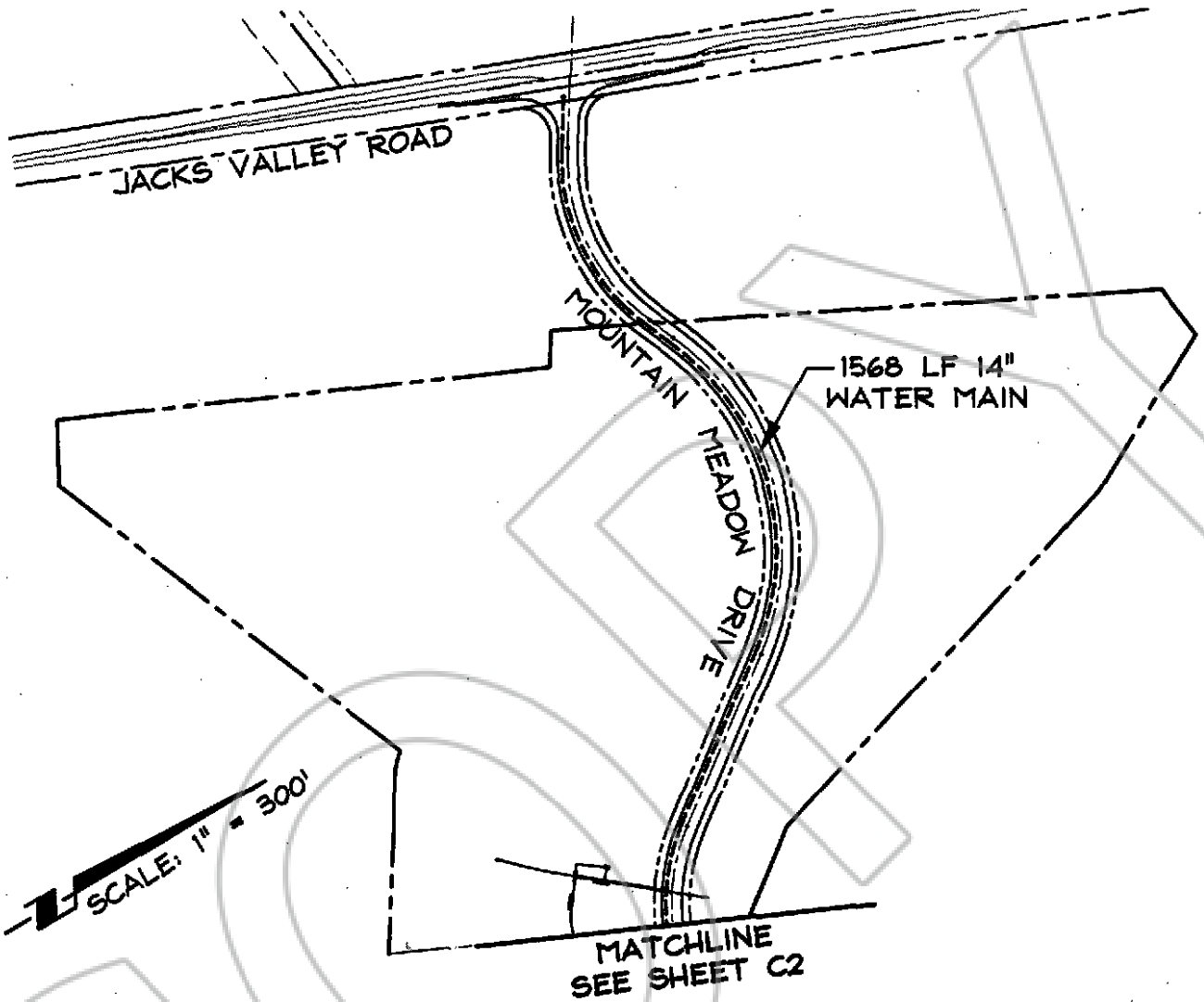
**SUMMIT RIDGE
 WELL SITE
 EXHIBIT 'B'**

1308-002

05/27/05



BK- 0307
 PG- 8361



RO Anderson

1603 ESERALDA AVENUE / POST OFFICE BOX 2229
 MINDEN, NEVADA 89423
 PHONE: (775) 782-2322 / FAX: (775) 782-7084
 WEB SITE: WWW.ROANDERSON.COM

EXHIBIT "C"
 PROPOSED WATER MAIN
 EXHIBIT
 SHEET C1/C2

1163-005

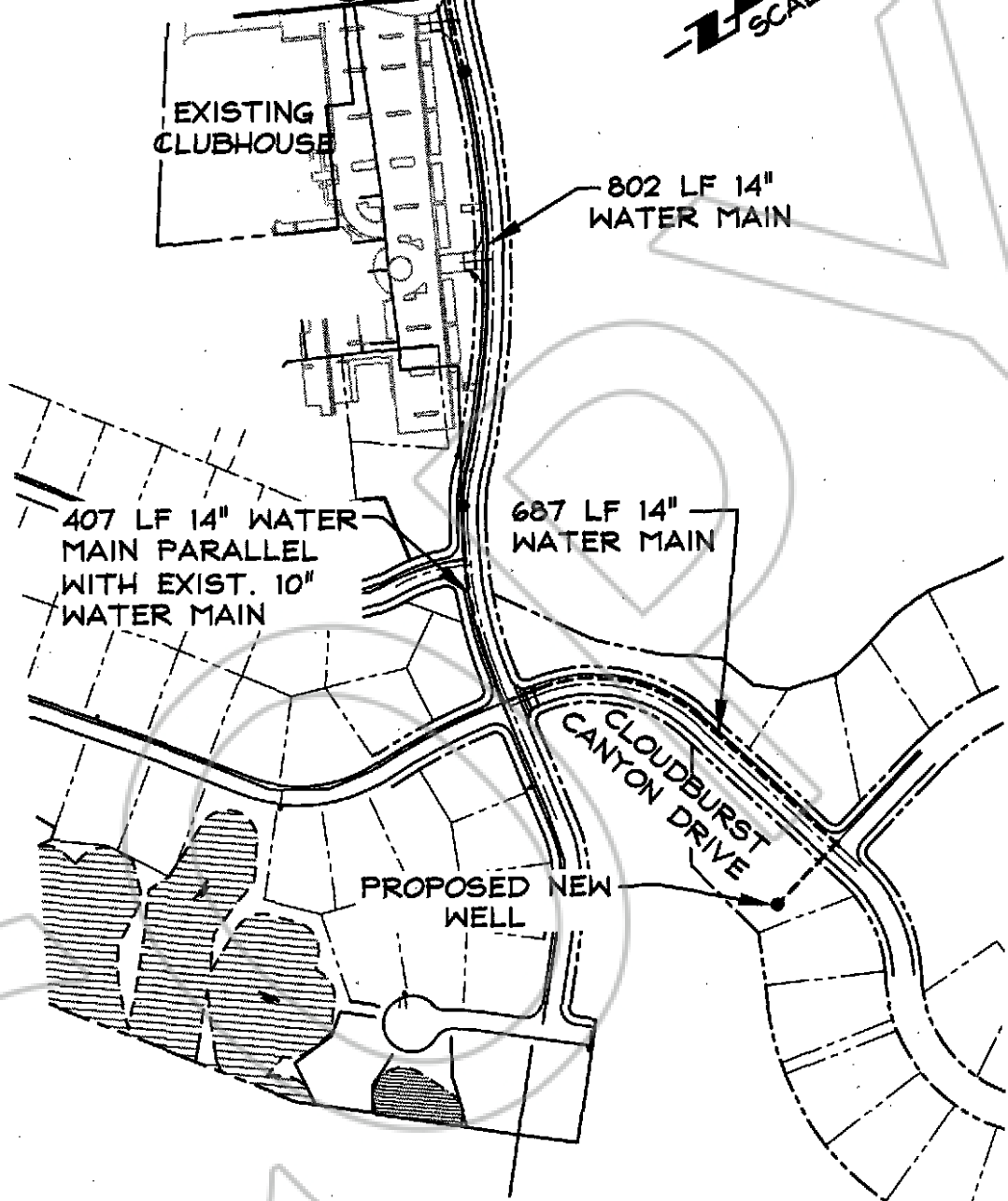
9/29/06



BK- 0307
 PG- 8362

MATCHLINE
SEE SHEET C1

SCALE: 1" = 300'



ROAnderson

1603 ESERALDA AVENUE / POST OFFICE BOX 2229
MINDEN, NEVADA 89423
PHONE: (775) 782-2322 / FAX: (775) 782-7084
WEB SITE: WWW.ROANDERSON.COM

EXHIBIT "C" PROPOSED WATER MAIN EXHIBIT

1163-005

SHEET C2/C2

9/29/06



BK- 0307
PG- 8363

COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: March 27, 2007
B. GRIFFIN Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Carol M. Kirkchick Deputy

