

The undersigned hereby affirms that this document submitted for recording does not contain a Social Security Number.

RECORDING REQUESTED BY:

First American Title Company of Nevada

WHEN RECORDED RETURN TO:

Alvin J. Hicks  
P.O. Box 2670  
Reno, Nevada 89505-2670

APN:  
1418-03-301-008  
1418-03-301-009  
1418-03-301-010  
1418-03-301-007

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 12 Fee: 25.00  
BK-0907 PG- 5050 RPTT: 0.00



SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

## EASEMENT RELOCATION AGREEMENT

### THIS EASEMENT RELOCATION AGREEMENT

("Agreement"), dated effective this 13th day of August, 2007, is made by and between Chad Smittkamp and Jean Merkelbach, husband and wife, individually and as trustees of the Rockwell-1997 Trust (collectively "Rockwell"), and Tilda R. Orr and William K. Orr, wife and husband, individually and Tilda R. Orr as trustee of the Tilda R. Orr Living Trust and William K. Orr as trustee of the William K. Orr Living Trust (collectively "Orr") and John P. Norton and Lillian J. Norton, husband and wife, individually and as trustees of the John P. Norton and Lillian J. Norton Family Trust (collectively "Norton").

### RECITALS:

A. Rockwell is owner of those certain parcels of real property ("Rockwell Property") commonly referred to as 2190 Lands End Road (Assessor Parcel Numbers 1418-03-301-008 and 1418-03-301-009 (formerly Assessor Parcel Number 01-090-21)), Glenbrook, Douglas County, Nevada, and more particularly described by Exhibit "A" attached hereto and, by reference, incorporated herein.

B. Orr is the owner of that certain parcel of real property ("Orr Property") commonly referred to as 2203 Lands End Road (Assessor Parcel Number 1418-03-301-010), Glenbrook, Douglas County, Nevada, and more particularly described by Exhibit "B" attached hereto and, by reference, incorporated herein.

C. Norton is the owner of that certain parcel of real property ("Norton Property") commonly referred to as 2216 Lands End Road and more particularly described by Exhibit "C" attached hereto and, by reference, incorporated herein.

D. On or about July 13, 1935, the Glenbrook Company, a Delaware corporation ("Glenbrook"), the predecessor-in-interest to the Rockwell Property, executed an Indenture ("1935 Indenture") recorded in the Official Records of Douglas County, Nevada, on or about August 5, 1935, in Book U, Page 67, granting an easement and right-of-way (the "Original Easement") over and across, among other lands, properties now known as the Rockwell Property and the Orr Property for a roadway having a bed width of twenty (20) feet. By the terms and provisions of the 1935 Indenture, the Original Easement was for the joint use by Glenbrook and W. J. Harris ("Harris") and their respective successors and assigns.

E. Pursuant to the terms of the 1935 Indenture, Glenbrook reserved the right at any time to change the location of the Original Easement including the road bed contemplated thereby.

F. In 1985 Glenbrook constructed a road for the relocation of that portion of the Original Easement traversing what is now known as the Rockwell Property and the Orr Property to a place and location which is now known as Lands End Road (also sometimes referred to as "Lands End Drive") Glenbrook, Douglas County, Nevada. Since 1985, the successors-in-interest to Glenbrook and Harris have continuously used Lands End Road for ingress and egress to their respective parcels of real property.

G. In furtherance of that certain Settlement Agreement by and among Rockwell, Orr, and Norton ("Settlement Agreement") dated effective May 17, 2007, it is the desire and intent of the parties to this Agreement to recognize and acknowledge the relocation of the Original Easement to the present location of Lands End Road and, further, to abandon the location of

the Original Easement as same traverses the Rockwell Property and the Orr Property.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **IT IS AGREED:**

1. **EASEMENT RELOCATION:** The Original Easement described by the 1935 Indenture traversing what is now known as the Rockwell Property and the Orr Property is hereby forever deemed relocated (the "Easement Relocation") to a location commonly known as Lands End Road and more particularly described by Exhibit "D" attached hereto and, by reference, made a part hereof; provided, however, notwithstanding the legal description set forth on Exhibit "D" attached hereto, the width and length of the Easement Relocation shall be the paved portion of Lands End Road as from time to time improved. The location of Lands End Road is hereby confirmed and agreed to be an easement and right-of-way for ingress, egress, access and roadway, both for vehicular and pedestrian use, for the benefit of Orr, Norton, Rockwell, their respective successors and assigns, and the other successors and assigns of Glenbrook and Harris. The width of Lands End Road and the Easement Relocation hereby acknowledged and agreed may not be increased or decreased in width other than as required by any governmental authority to provide legal access to the Orr Property, the Norton Property, or the Rockwell Property.

2. **ABANDONMENT:** In furtherance of the foregoing Easement Relocation, the Original Easement located as described by the 1935 Indenture is hereby forever deemed abandoned as between the parties hereto and their respective successors and assigns and no longer constitutes an easement or right-of-way over the Rockwell Property and the Orr Property as originally described by the 1935 Indenture as between the parties hereto and their respective successors and assigns.

3. **RELIANCE:** Rockwell, Orr, and Norton, their respective successors and assigns, and the other successors and assigns of Glenbrook and Harris, shall have the right and entitlement to rely upon this Agreement with respect to the Easement Relocation to Lands End Road, as provided in Paragraph 1, above, and the abandonment of the location of the previously described Original Easement as provided in Paragraph 2 above.



4. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Rockwell, Orr, and Norton.

5. **ATTORNEYS' FEES:** If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

6. **ENTIRE AGREEMENT:** This Agreement, together with the Exhibits, other documents contemplated hereby and the documents specifically described in the Settlement Agreement, constitute the final written expression of the agreements between the parties with respect to the matters set forth herein, and is a complete and exclusive statement of those terms. It supersedes all understandings and negotiations concerning the matters specified herein. Any representations, promises, warranties or statements made by either party that differ in any way from the terms of this written Agreement and the Exhibits and other documents contemplated hereby, shall be given no force or effect. Except as otherwise indicated herein, the parties specifically represent, each to the other, that there are no additional or supplemental agreements between them related in any way to the matters herein contained unless specifically included or referred to herein. No addition to or modification of any provision of this Agreement shall be binding upon party unless made in writing and signed by all parties.

7. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed as original, and all of which together shall constitute one and the same instrument.

8. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State of Nevada.

9. **INTERPRETATION:** The parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently. The parties have equal bargaining power and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of the Agreement, the



interpretation of this Agreement shall not be resolved by any rule of interpretation providing for the interpretation against the party who caused the uncertainty to exist, or against the draftsman.


**IN WITNESS WHEREOF**, the parties hereto have executed this Easement Relocation Agreement as of the date first above set forth.

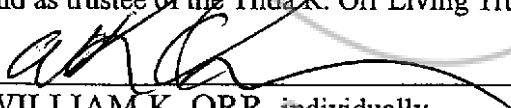
CHAD SMITTKAMP and JEAN MERKELBACH,  
husband and wife, each individually and as trustees  
of the ROCKWELL - 1997 TRUST

  
\_\_\_\_\_  
CHAD SMITTKAMP, individually  
and as trustee of the Rockwell - 1997 Trust

  
\_\_\_\_\_  
JEAN MERKELBACH, individually  
and as trustee of the Rockwell - 1997 Trust

TILDA R. ORR and WILLIAM K. ORR,  
wife and husband, each individually and TILDA R. ORR  
as trustee of the TILDA R. ORR LIVING TRUST and  
WILLIAM K. ORR as trustee of the WILLIAM K. ORR  
LIVING TRUST

  
\_\_\_\_\_  
TILDA R. ORR, individually  
and as trustee of the Tilda R. Orr Living Trust

  
\_\_\_\_\_  
WILLIAM K. ORR, individually  
and as trustee of the William K. Orr Living Trust

[SIGNATURES CONTINUED ON NEXT PAGE]



JOHN P. NORTON and LILLIAN J. NORTON,  
husband and wife, individually and as trustees of the  
JOHN P. NORTON and LILLIAN J. NORTON  
FAMILY TRUST

*John P. Norton*

JOHN P. NORTON, individually and as trustee  
of the John P. Norton and Lillian J. Norton Family Trust

*Lillian J. Norton*

LILLIAN J. NORTON, individually and as trustee  
of the John P. Norton and Lillian J. Norton Family Trust

COOPY



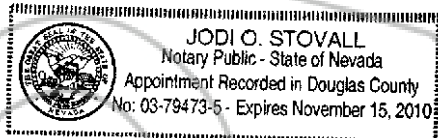
State of Nevada )

SS

County of Douglas )

This instrument was acknowledged before me on this 20<sup>th</sup> day of Sept. 2007, by Chad Smittkamp and Jean Merkelbach.

Jodi O. Stovall  
Notary Public



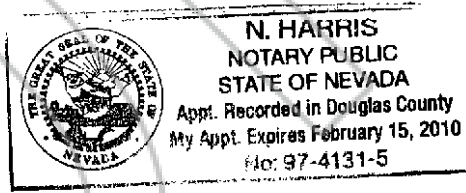
State of Nevada )

SS

County of Douglas )

This instrument was acknowledged before me on this 20<sup>th</sup> day of September 2007, by Tilda R. Orr and William K. Orr.

William K. Orr  
Notary Public



State of Nevada )

SS

County of Douglas )

This instrument was acknowledged before me on this 21<sup>st</sup> day of Sept. 2007, by John P. Norton and Lillian J. Norton.

Jodi O. Stovall  
Notary Public

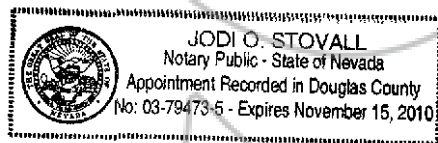




EXHIBIT "A"

LEGAL DESCRIPTION OF THE ROCKWELL PROPERTY  
PAGE 1

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

**THAT PORTION OF SECTION 3, TOWNSHIP 14, RANGE 18, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:**

**ALL THAT PORTION OF SECTION 3, TOWNSHIP 14 NORTH, RANGE 18 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE CENTER 1/4 CORNER OF SAID SECTION 3, AS ESTABLISHED BY THE BUREAU OF LAND MANAGEMENT IN 1990:**

**THENCE SOUTH 89°19'25" EAST 97.45 FEET TO THE NORTHWEST CORNER OF LOT C GLENBROOK UNIT NO. 3, FILED FOR RECORD ON JUNE 1, 1980, DOCUMENT NO. 45299;**

**THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT C, SOUTH 27°07'57" WEST 677.18 FEET;**

**THENCE SOUTH 14°18'38" WEST 257.15 FEET;**

**THENCE SOUTH 45°15'23" WEST 239.71 FEET;**

**THENCE LEAVING THE WESTERLY BOUNDARY, NORTH 16°33'21" WEST 171.40 FEET;**

**THENCE NORTH 29°43'18" WEST 43.00 FEET;**

**THENCE NORTH 42°43'18" WEST 100 FEET;**

**THENCE ALONG A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 111°38'51" AND AN ARC LENGTH 87.69 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 64°58'33" WEST 74.46 FEET;**

**THENCE ALONG A CURVE CONCAVE TO THE EAST WITH A RADIUS 190.00 FEET, A CENTRAL ANGLE OF 21°33'30", AND AN ARC LENGTH OF 71.49 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 02°40'35" WEST 71.07 FEET;**

**THENCE ALONG A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 66°05'15", AND AN ARC LENGTH OF 207.62 FEET, THE CHORD OF SAID CURVES BEARS SOUTH 31°44'20" WEST 196.30 FEET;**

**THENCE NORTH 01°14'07" EAST 1,024.97 FEET;**

**THENCE SOUTH 89°19'25" EAST 735.21 FEET TO THE POINT OF BEGINNING.**

**EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED IN THE "STIPULATION ORDER" RECORDED DECEMBER 19, 2000 IN BOOK 1200, PAGE 3832, FILE NO. 505326.**

**THE ABOVE DESCRIBED LAND IS ALSO DESCRIBED AS TRACT 1 ON THE RECORD OF SURVEY FILED FEBRUARY 17, 2004 AS FILE NO. 604853.**

**NOTE: THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED MAY 21, 2003, IN BOOK N/A, PAGE N/A, AS INSTRUMENT NO. 577556.**





EXHIBIT "A"

page 2

DESCRIPTION  
A Portion Of Adjusted 01:030:21

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

All that portion of Section 3, Township 14 North, Range 18 East, M.D.M., more particularly described as follows;

Beginning at a point which bears South 36°41'48" West 1,267.14 from the Center ¼ Corner of said Section 3, as established by the Bureau of Land Management in 1990;

thence North 01°14'07" East 284.68 feet;

thence South 88°55'53" East 101.83 feet;

thence South 01°45'00" West 44.80 feet;

thence along a curve concave to the East with a radius of 190.00 feet, a central angle of 21°33'30", and an arc length of 71.49 feet, the chord of said curve bears South 02°40'35" West 71.07 feet;

thence along a curve concave to the Northwest with a radius of 180.00 feet, a central angle of 66°05'15", and an arc length of 207.62 feet, the chord of said curves bears South 31°44'20" West 196.30 feet to the Point of Beginning.

Containing 0.55 acres, more or less.

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

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

Prepared by: Turner & Associates, Inc.  
Land Surveying  
P.O. Box 5067  
Stateline, NV 89449

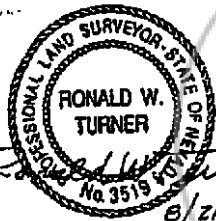


EXHIBIT "B"

LEGAL DESCRIPTION OF THE ORR PROPERTY

All that portion of Section 3, Township 14 North, Range 18 East, M.D.M., more particularly described as follows:

Beginning at the most Westerly 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  $45^{\circ}17'00''$  West 6.27 feet;

Thence North  $01^{\circ}15'00''$  East 162.65 feet;

Thence North  $01^{\circ}14'07''$  East 159.00 feet;

Thence along a curve concave to the Northwest with a radius of 180.00 feet, a central angle of  $66^{\circ}05'15''$  and an arc length of 207.62 feet, the chord of said curves bears North  $31^{\circ}44'20''$  East 196.30 feet;

Thence along a curve concave to the East with a radius of 190.00 feet, a central angle of  $21^{\circ}33'30''$  and an arc length of 71.49 feet, the chord of said curve bears North  $02^{\circ}40'35''$  East 71.07 feet;

Thence along a curve concave to the South with a radius of 45.00 feet, a central angle of  $111^{\circ}38'51''$ , and an arc length of 87.69 feet, the chord of said curve bears North  $64^{\circ}58'33''$  East 74.46 feet;

Thence South  $42^{\circ}43'18''$  East 100.00 feet;

Thence South  $29^{\circ}43'18''$  East 43.00 feet;

Thence South  $58^{\circ}16'42''$  West 123.00 feet;

Thence South  $17^{\circ}29'18''$  East 201.06 feet;

Thence South  $41^{\circ}43'46''$  West 306.00 feet;

Thence North  $63^{\circ}11'46''$  West 20.00 feet to the Point of Beginning.

The above metes and bounds description appeared previously in that certain document recorded December 19, 2000 in Book 1200, page 3712 as Document No. 505313 of Official Records.



EXHIBIT "C"

LEGAL DESCRIPTION OF THE NORTON PROPERTY

All of Parcel C, as shown on that certain parcel map recorded October 29, 1973, in Book 1073 of Official Records at Page 1139 as Document No. 69719, Douglas County Nevada, Records

*TOGETHER* with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits.

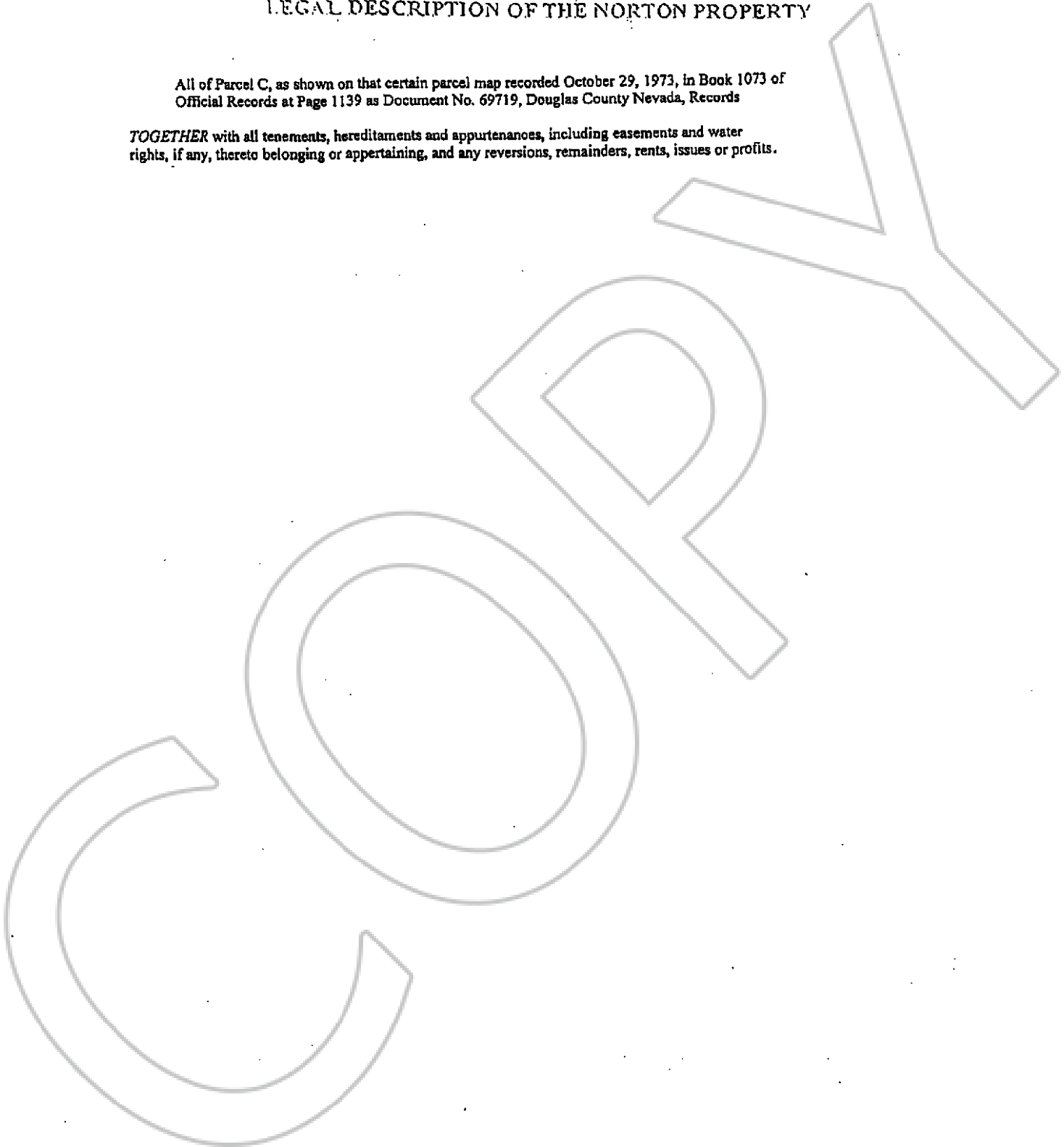


EXHIBIT "D"

LEGAL DESCRIPTION  
Roadway and Access Easement

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

All that portion of APN's 1418-03-301-008 and 1418-03-301-009, (formerly 01-090-21) as shown on that certain Court Order, filed for record on September 21, 2000, Document No. 0505311, more particularly described as follows:

Beginning at a point which bears North  $45^{\circ}15'23''$  East 20.20 feet from the Southeast corner of the real property described as Tract 1 on the Record of Survey filed February 17, 2004 as File No. 604853 (also known as APN 1418-03-301-009), said point being on the centerline of this easement description:

thence along the centerline North  $19^{\circ}21'46''$  West 159.49 feet;  
thence along a tangent curve to the left with a radius of 150 feet, a central angle of  $25^{\circ}16'11''$ , and an arc length of 66.16 feet;  
thence North  $44^{\circ}37'57''$  West 76.45 feet:  
thence along a tangent curve to the left with a radius of 54 feet, a central angle of  $135^{\circ}35'48''$ , and an arc length of 127.80 feet:  
thence South  $00^{\circ}13'45''$  East 87.46 feet:  
thence along a tangent curve to the right with a radius of 135 feet, a central angle of  $55^{\circ}56'01''$ , and an arc length of 131.79 feet;  
thence along a curve concave to the Southeast with a radius of 150 feet, a central angle of  $15^{\circ}51'11''$ , and an arc length of 41.50 feet,  
the chord of said curve bears South  $55^{\circ}10'19''$  West 41.37 feet to a point on the Westerly line of the above referenced parcels and the terminus of this easement description.

