

AT

DOC # 0715907  
01/08/2008 12:00 PM Deputy: GB  
OFFICIAL RECORD  
Requested By:  
R O ANDERSON ENGINEERING

Assessor's Parcel Number: \_\_\_\_\_

Recording Requested By: RO Anderson Engineering

Name: RO Anderson Engineering

Address: P.O. Box 2229

City/State/Zip Minden, NV 89423

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

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 9 Fee: 47.00  
BK-0108 PG-1458 RPTT: 0.00



Easement 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.*

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 24<sup>th</sup> day of December, 2007, by and between, THE RANCH AT GARDNERVILLE, LLC, a Nevada limited liability company (hereinafter referred to as "TRG"), and BENTLY PRESSURIZED BEARING COMPANY, a Nevada corporation, (hereinafter referred to as "BENTLY").

WITNESSETH:

WHEREAS, BENTLY is the owner of certain real property in Douglas County, Nevada commonly known as 1320-32-501-001 ("Bently Property"); and

WHEREAS, TRG is the owner and developer of certain real property in Douglas County, commonly known as The Ranch at Gardnerville ("Project");

WHEREAS, in conjunction with its development of the Project, TRG is required to improve a portion of Zerolene Road adjacent to the Bently Property; and

WHEREAS, BENTLY desires to grant and TRG desires to obtain a slope easement on the Bently Property to accommodate the improvement of Zerolene Road upon the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire and intend by this Agreement to memorialize their agreements in writing.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties do hereby agree as follows:

1. GRANT OF EASEMENT: Bently agrees to grant and convey to TRG, its successors and assigns, a non-exclusive easement in the configuration and location set forth on the

attached Exhibit "A", for a fill slope and construction activities related to the construction of roadway improvements. This grant of easement is conditioned upon TRG's payment of the consideration provided for below and TRG's agreement to complete certain improvements for the benefit of BENTLY as described below. An easement deed from BENTLY to TRG shall be recorded simultaneously with the payment as provided for below.

2. PAYMENT OF CONSIDERATION: TRG agrees to pay to BENTLY Twenty Thousand and No/100 Dollars (\$20,000.00) on or before December 24, 2007.

3. CONSTRUCTION OF IMPROVEMENTS: In conjunction with TRG's improvement of Zerolene Road as provided for herein, TRG agrees to construct, at TRG's sole cost and expense, certain fencing improvements, including a gate, as more particularly described on Exhibit "B" attached hereto and incorporated by this reference as if fully set forth herein. All disturbed surface areas resulting from these improvements shall be re-vegetated with native seed mix, at TRG's sole cost and expense.

These improvements shall be constructed in conjunction with improvement of Zerolene Road and will be completed prior to April 30, 2009.

4. COSTS: TRG shall be responsible for all costs associated with any surveys, deeds or other documents necessary to carry out the terms of this Agreement.

5. FURTHER ASSURANCE: From time to time on and after the date of this Agreement, the parties hereto shall deliver or cause to be delivered such further documents and instruments and shall do and cause to be done such further acts as shall be reasonably requested to carry out more effectively the provisions and purposes of this Agreement, to evidence compliance herewith or to assure themselves that they are protected in acting hereunder.

6. ENTIRE AGREEMENT: This Agreement contains the entire understanding and agreement between the parties and shall supersede all prior correspondence, agreements and understandings, both verbal and written. This Agreement may not be modified, extended, or any covenant or provision waived, except by an instrument in writing, signed by the parties hereto.

7. ATTORNEYS' FEES: In the event of a dispute to enforce any of the terms or provisions of this Agreement, the prevailing party shall be entitled to attorneys' fees as a part of its recovery or judgment in such action.

8. HOLD HARMLESS: TRG agrees to pay, defend, indemnify and hold harmless BENTLY from any and all liability, claims, loss, costs or expenses resulting from TRG's location, construction, installation, maintenance, repair, or use of the easement provided for herein arising by reason of the death or injury of any person caused by the activities of TRG related to the easement or for materials furnished to the premises at TRG's request or through TRG's failure to adhere to this Agreement or any requirement of law imposed upon TRG's activities.

8. DISPUTE RESOLUTION: If a dispute between the parties arises with respect to the rights or obligations under this Agreement, or as a result of this Agreement, and such dispute cannot be resolved in an informal fashion, the parties shall submit their dispute to arbitration before a single arbitrator in accordance with the rules of arbitration of the State of Nevada. The parties agree that such arbitration shall be held in Douglas County, Nevada. The decision of the Arbitrator shall be final and binding upon the parties, and may be enforced by any court having jurisdiction therefor. Each party shall bear its own costs, including attorney's fees, and shall share equally in the arbitration costs and fees, unless otherwise assessed by the arbitrator. The prevailing party in any dispute shall be entitled to an award of reasonable attorney's fees and costs in addition to any other

relief awarded. The parties hereby specifically waive their right to file any action at law or in equity arising from any implementation, interpretation or performance of this agreement or the subject of this agreement except as specifically provided herein. This provision requiring arbitration constitutes a specific waiver of the right to trial by jury or to proceed in any Nevada or Federal District Court or in the courts of any other state, except with respect to the right to seek enforcement of or compliance with this agreement to submit to arbitration.

9. SUCCESSORS AND ASSIGNS: Except as otherwise provided herein, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

10. TIME OF THE ESSENCE/GENDER: Time is of the essence of this Agreement. Whenever the context so requires, the use of any gender shall be applicable to all genders, the singular number shall include the plural, and the plural the singular.

11. NO WAIVER: The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and

year first above written.

"TRG"

"BENTLY"

THE RANCH AT GARDNERVILLE,  
a Nevada limited liability company

BENTLY PRESSURIZED BEARING COMPANY  
a Nevada corporation

By: Eagle Ridge Painter, Inc., Manager

By: Gregory W Painter  
Gregory W Painter  
President

By: Jeffrey R Jarboe  
JEFFREY R JARBOE  
PRESIDENT

By: Wealth Strategies Development, Inc.,  
Manager

By: Carrie L. McAninch  
Carrie L. McAninch  
President

**EXHIBIT 'A'**  
**DESCRIPTION**  
**SLOPE EASEMENT**  
**(OVER A.P.N. 1320-32-501-001)**

0028-063-06

08/31/07

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

A 16-foot wide (16') strip of land for slope easement purposes located within a portion of Section 32, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

Commencing at a 5/8" rebar with plastic cap stamped P.L.S. 11172 at the southeast corner of Adjusted A.P.N. 1320-29-000-007, Adjusted Parcel 43, as shown on that Record of Survey to Support a Boundary Line Adjustment for Alton A. and Susan L. Anker and Park Cattle Company filed for record June 28, 2006 in the office of Recorder, Douglas County, Nevada as Document No. 678199, said point being the northeasterly terminus of Zerolene Road;

thence along the northerly line of said Zerolene Road, North 89°42'32" West, 1027.99 feet to the POINT OF BEGINNING;

thence continuing along said northerly line of Zerolene Road, North 89°41'10" West, 576.71 feet to a point on the westerly line of APN 23-250-03 as shown on the Record of Survey for Donald E. Bently filed for record October 4, 1994 in said office of Recorder as Document No. 347532;

thence along said westerly line of APN 23-250-03, North 30°39'33" West, 18.66 feet;

thence along a line offset 16 feet northerly and parallel with the said northerly line of Zerolene Road, South 89°41'10" East, 372.89 feet;

thence North 25°00'00" East, 35.22 feet;

thence South 89°41'10" East, 24.21 feet;

thence South 25°00'00" East, 35.40 feet;

thence continuing along said line offset 16 feet northerly and parallel with the northerly line of Zerolene Road, South 89°41'10" East, 159.49 feet;

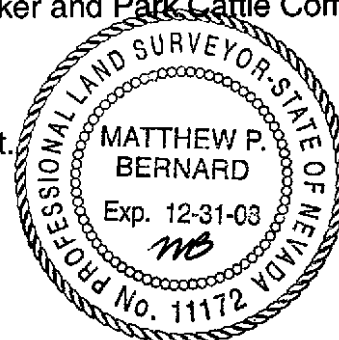
thence along the westerly line of said Adjusted A.P.N. 1320-29-000-007, South 00°44'29" West, 16.00 feet to the POINT OF BEGINNING, containing 10,557 square feet, more or less.

The Basis of Bearing of this description is identical to said Record of Survey to Support a Boundary Line Adjustment for Alton A. and Susan L. Anker and Park Cattle Company, Document No. 678199.

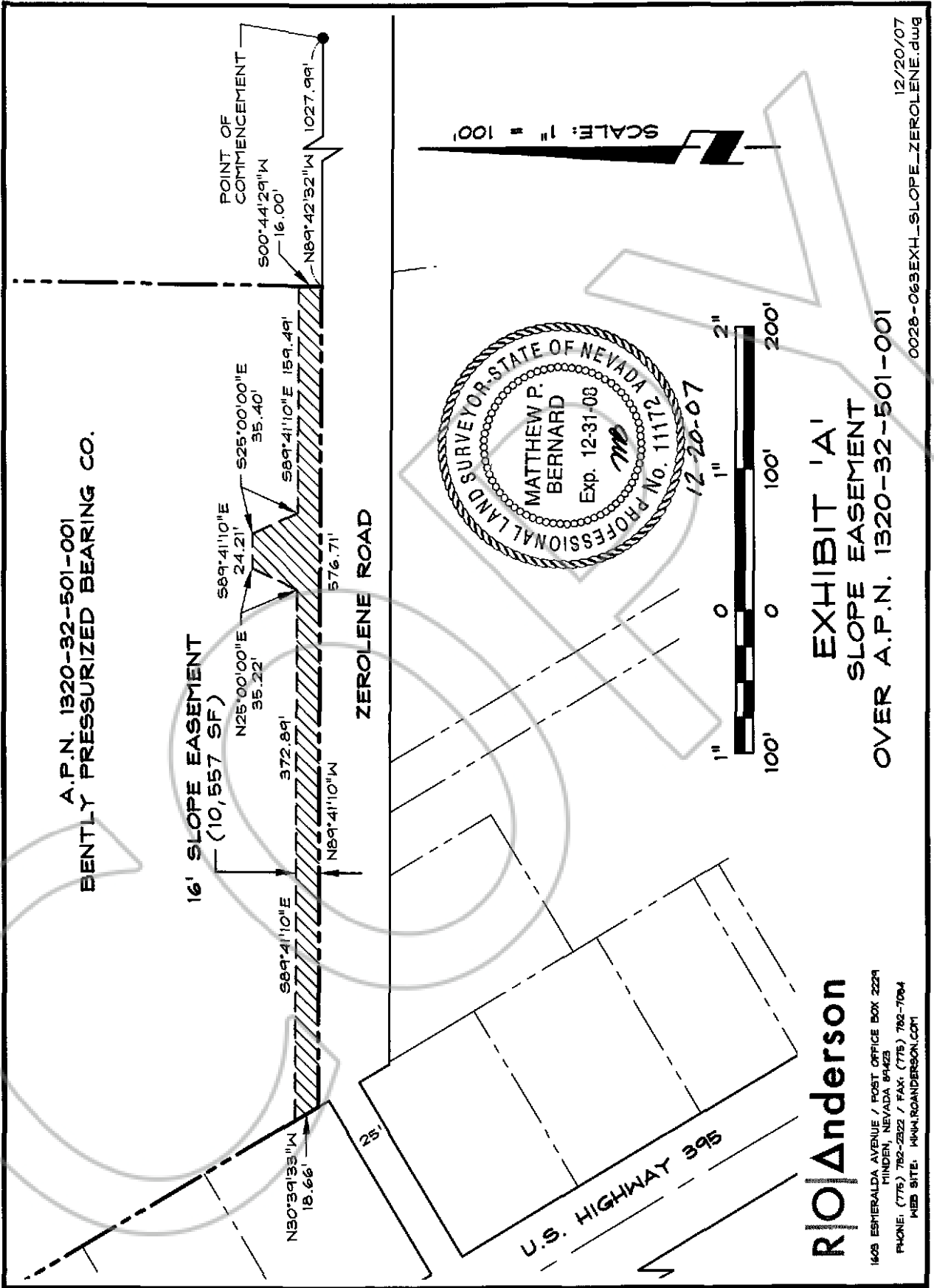
Note: Refer this description to your title company before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.  
P.O. Box 2229  
Minden, Nevada 89423

S:\Projects\0028-063\Legal Descriptions\0028-063\_Slope\_Easement\_Zerolene.doc



12-20-07



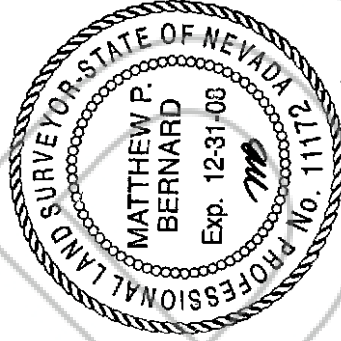
A.P.N. 1320-32-501-001  
 BENTLY PRESSURIZED BEARING CO.

16' SLOPE EASEMENT  
 (10,557 SF)

ZEROLENE ROAD

U.S. HIGHWAY 395

SCALE: 1" = 100'



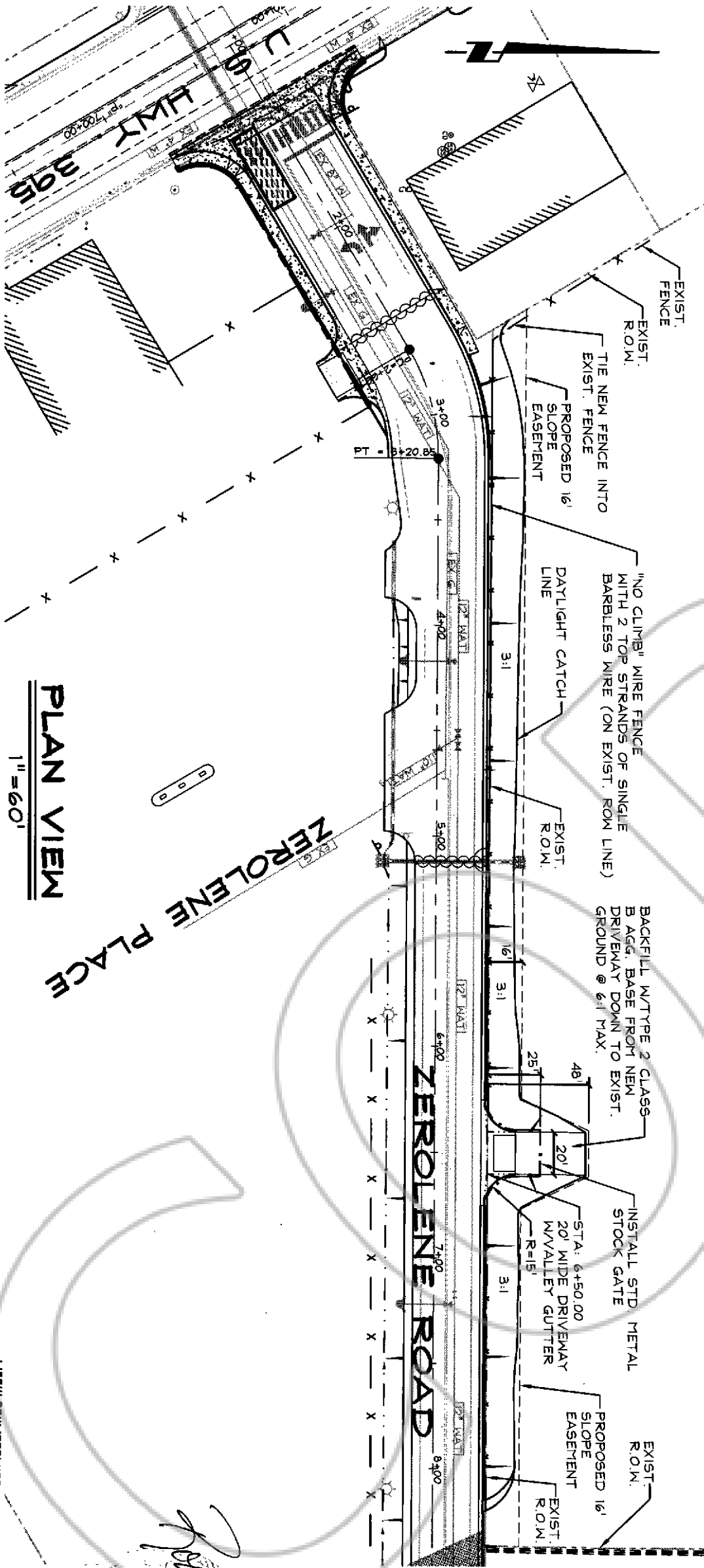
**RO Anderson**

1605 EMERALDA AVENUE / POST OFFICE BOX 2224  
 HINDEN, NEVADA 89425  
 PHONE: (775) 782-2322 / FAX: (775) 782-7094  
 WEB SITE: [WWW.ROANDERSON.COM](http://WWW.ROANDERSON.COM)

EXHIBIT 'A'  
 SLOPE EASEMENT  
 OVER A.P.N. 1320-32-501-001

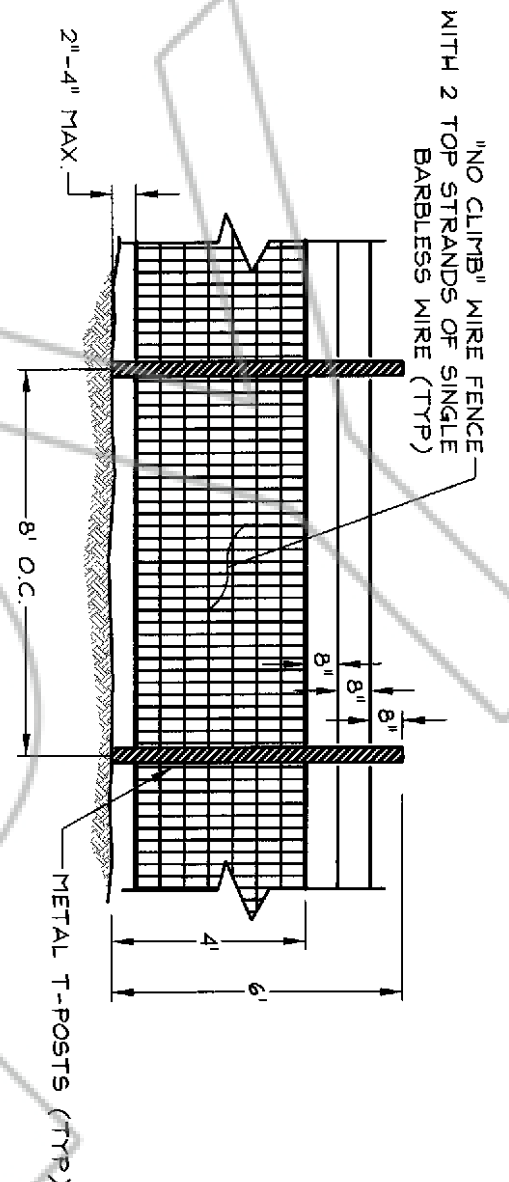
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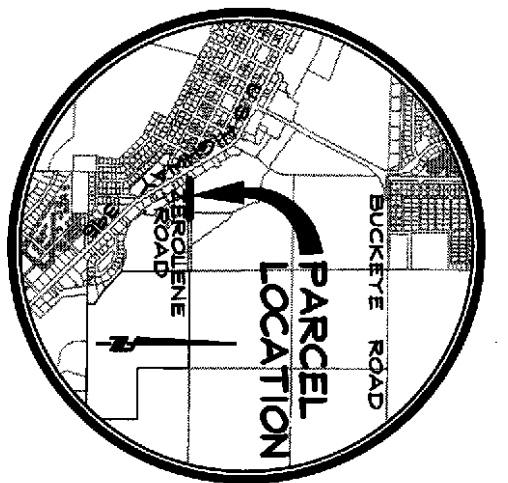


**PLAN VIEW**  
1" = 60'

**FENCE DETAIL**  
1" = 4'



**VICINITY MAP**  
NO SCALE



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*Robert Anderson*  
 ROBERT ANDERSON  
 LICENSED PROFESSIONAL CIVIL ENGINEER  
 STATE OF NEVADA  
 No. 12312  
 Exp. 12.31.08  
 12.14.07

**RO Anderson**

1603 ESERALDA AVENUE / POST OFFICE BOX 2229  
 MINDEN, NEVADA 89423  
 PHONE: (775) 782-2322 / FAX: (775) 782-7084  
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**ZEROLENE ROAD - EXHIBIT B**  
**3:1 SLOPES TO NORTH**  
**WITH 6:1 DRIVEWAY ACCESS**

0028-063

12/13/07