

FPN 1419-04-000-017
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

DGD Development
PO Box 1724
Carson City, NV 89702
Attention: Keith Serpa

1009882

DOC # 731978
10/27/2008 10:20AM Deputy: KE
OFFICIAL RECORD
Requested By:
STEWART TITLE - CARSON
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 16 Fee: 54.00
BK-1008 PG-4087 RPTT: 0.00



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

ACCESS EASEMENT AGREEMENT

This ACCESS EASEMENT AGREEMENT ("**Agreement**") is entered into as of October 22, 2008 by and between CLEAR CREEK RANCH, LLC, a Nevada limited liability company ("**Grantor**"), and JAMES W. ALEXANDER, Trustee under the James W. Alexander Living Trust, dated March 4, 1993 as to an undivided 10% interest, and BARBARA K. ALEXANDER, Trustee under the Barbara K. Alexander Living Trust, dated February 18, 1993 as to an undivided 90% interest (collectively, "**Grantee**").

RECITALS

- A. Grantor is the owner of that certain real property more particularly described in Exhibit "A" attached hereto (the "**Burdened Property**").
- B. Grantee is the owner of that certain real property more particularly described in Exhibit "B" attached hereto (the "**Benefited Property**"). The Benefited Property is located immediately adjacent to the Burdened Property.
- C. Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, certain access easement rights in a portion of the Burdened Property as more particularly described in this Agreement.

AGREEMENT

1. Grant of Easements. Grantor hereby grants to Grantee, for the use and enjoyment by Grantee and by Grantee's respective lessees, sublessees, employees, invitees and guests, a non-exclusive easement (the "**Easement**") upon, over and across that portion of the Burdened Property cross-hatched on Exhibit "C" (the "**Easement Area**") for pedestrian and vehicular ingress and egress purposes between the Benefited Property and adjacent property owned by the United States Forest Service.
2. Character of Easement. The Easement shall be appurtenant to the Benefited Property and the Burdened Property and shall therefore be binding upon and run with the Benefited Property and the Burdened Property regardless of a transfer of ownership of the Benefited Property and the Burdened Property.

3. Duration of Easement. The Easement shall remain effective in perpetuity unless the owner of the Benefited Property agrees that the easement rights set forth herein can be terminated.

4. Maintenance of Easement Area. Grantee shall, at its sole cost and expense, maintain the Easement Area in good condition and repair and in compliance with all applicable laws, ordinances and regulations.

5. Construction. Grantor hereby grants to Grantee the right to construct, maintain, repair and/or replace roadway improvements within the Easement Area. If Grantee elects to construct all or any portion of such improvements, Grantee shall do so in accordance with all applicable laws of the Douglas County.

6. Insurance. Grantee shall, at all times while this Agreement is in effect, maintain broad form general public liability insurance in an amount not less than \$2,000,000.00 combined single limit covering injury to or death of persons or damage to property, with the Grantor named as an additional insured. The policy shall be carried with a reputable, solvent Best Reports A+/XV carrier licensed to do business in Nevada. Grantor shall receive a certificate of insurance evidencing such coverage prior to Grantee's entry on the Burdened Property. Grantor shall receive at least 30 days notice of cancellation of such policy. Not more frequently than once every ten (10) years, Grantor may require the minimum coverage to be increased to an amount that would be maintained by a prudent property owner of similar property in Douglas County.

7. Indemnification. Grantee shall indemnify, defend and protect Grantor and its employees, agents and tenants (collectively, the "**Grantor Parties**") and hold the Grantor Parties harmless from and against any and all claims, proceedings, loss, cost, damage, causes of action, liabilities, injury or expense (collectively, "**Claims**") arising out of or related to the use of the Easement by Grantee or any of Grantee's employees, agents, contractors or other third parties using the Easement Area.

8. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the Easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee (or any successor owner of any of the Benefited Property and the Burdened Property) and recorded in the Official Records of Douglas County, Nevada.

9. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of each successor-in-interest to Grantor or Grantee.

10. No Partnership, Joint Venture or Principal-Agent Relationship. Neither anything in this Agreement nor any acts of Grantor or Grantee shall be deemed by Grantor, Grantee or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties hereto.

11. Mortgagee Protection. A breach of any of the conditions contained in this Agreement shall not defeat or render invalid the lien of any deed of trust or mortgage made in good faith and for value on the property nor shall any lien created hereby operate to effect or impair the lien of such deed of trust or mortgage; provided, however, that the conditions

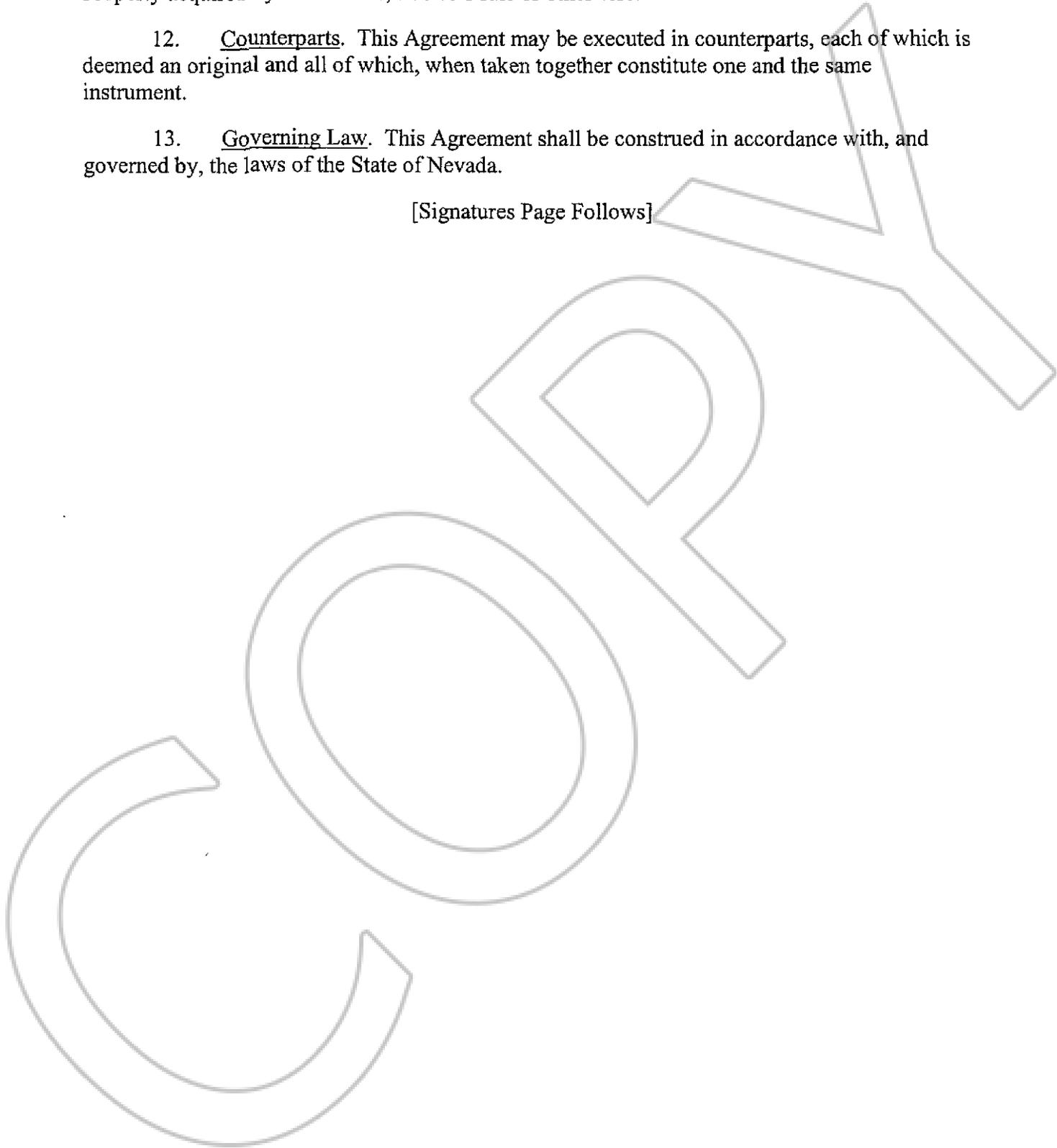


contained in this Agreement shall be binding upon and effective against any owner of either Property acquired by foreclosure, trustee's sale or otherwise.

12. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original and all of which, when taken together constitute one and the same instrument.

13. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Nevada.

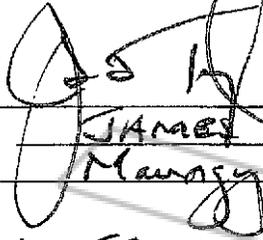
[Signatures Page Follows]



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

GRANTOR:

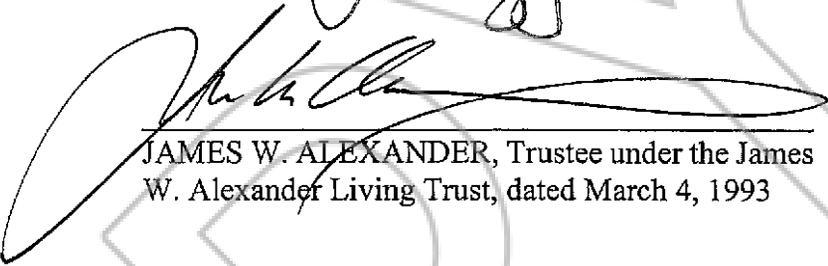
CLEAR CREEK RANCH, LLC,
a Nevada limited liability company

By: 

Print Name: JAMES S. TAYLOR

Print Title: Managing Member

GRANTEE:


JAMES W. ALEXANDER, Trustee under the James
W. Alexander Living Trust, dated March 4, 1993


BARBARA K. ALEXANDER, Trustee under the
Barbara K. Alexander Living Trust, dated February
18, 1993



ACKNOWLEDGMENT

State of Nevada
County of Carson City

This instrument was acknowledged before me on _____ (date) by James S Taylor (name(s) of person(s)) as Managing Member (type of authority, e.g. president, trustee, etc.) of Clear Creek Ranch LLC (name of party on behalf of whom instrument was executed)

(Notary stamp)

Carol Costa
(Signature of notarial officer)

ACKNOWLEDGMENT

State of Nevada
County of Carson City

This instrument was acknowledged before me on 10-20-2008 (date) by _____ (name(s) of person(s)) as _____ (type of authority, e.g. president, trustee, etc.) of _____ (name of party on behalf of whom instrument was executed)

(Notary stamp)

(Signature of notarial officer)

Signature _____

(Seal)



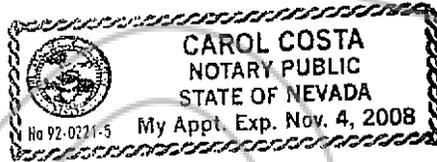
State of Nevada

County of Carson City } ss.
~~Douglas~~

This instrument was acknowledged before me on 10-24-2008
by: James W. Alexander Barbara K. Alexander

WITNESS my hand and official seal.

Signature: Carol Costa
Notary Public



(One Inch Margin on all sides of Document for Recorder's use Only)



BK-1008
PG-4092

ACKNOWLEDGMENT

State of Nevada
County of _____

This instrument was acknowledged before me on _____ (date) by
_____ (name(s) of person(s)) as _____ (type of authority,
e.g. president, trustee, etc.) of _____ (name of party on behalf
of whom instrument was executed)

(Notary stamp)

(Signature of notarial officer)

COOPER



EXHIBIT "A"

BURDENED PROPERTY

To be provided by Kent Hanford [Parcel 1 of Final Map]



EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situate in Section 3 and 4, Township 14 North, Range 19 East, MDM, Douglas County, Nevada and being more particularly described as follows:

Parcel 1 as shown on Record of Survey Map, recorded June 27, 2008, as Document No. 725936, Official Records of Douglas County Nevada.

Containing 306.80 Acres more or less.

BASIS OF BEARINGS: Record of Survey Map, recorded June 27, 2008, as Document No. 725936, Official Records of Douglas County Nevada.

SURVEYOR'S CERTIFICATE

I hereby certify that the legal description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Stanley W. Ziebarth
Nevada PLS 8547
For and on behalf of

 **Manhard**
CONSULTING
9850 DOUBLE R BLVD, SUITE 101
RENO, NEVADA 89521
(775) 746-3500



10-22-08



BK-1008
PG-4095

CARSON CITY

U.S. FOREST SERVICE
7-031-27

HERTZ
7-031-25

STATE LANDS
7-031-24

STATE LANDS
7-051-22

DOUGLAS COUNTY

CARROLL
1419-04-000-002

CRAWLEY
1419-04-000-005

CARPENTER
1419-04-000-016

RIGGS TRUST
1419-04-000-007

BUSCH
1419-03-000-001

ALEXANDER
1419-04-000-003

ALEXANDER
1419-04-000-004

CLEAR CREEK RANCH LLC
1419-04-000-014

PARCEL 6
3.41 AC

PARCEL 5
3.60 AC

PARCEL 3
15.68 AC

CLEAR CREEK RANCH LLC
1419-04-000-014

PARCEL 1
306.80 AC

U.S. FOREST SERVICE
1419-00-001-002

PARCEL 1
306.80 AC

PARCEL 17
229.00 AC

PARCEL 13
34.05 AC

PARCEL 12
8.75 AC

PARCEL 8
3.96 AC

PARCEL 18
210.87 AC

PARCEL 17
229.00 AC

PARCEL 14
110.08 AC

U.S. FOREST SERVICE
1419-00-001-002

BK-1008
PG-4096
731978 Page: 10 of 16 10/27/2008



9850 Double R Blvd. Suite 101 Reno, NV 89521 tel: (775) 746-3500 fax: (775) 746-3520 www.manhard.com
Civil Engineers - Surveyors - Water Resources Engineers - Water & Wastewater Engineers
Construction Managers - Environmental Scientists - Landscape Architects - Planners

CLEAR CREEK RANCH, LLC.
DOUGLAS COUNTY, NEVADA
PARCEL 1

PROJ. MGR.: SWZ
DRAWN BY: CBP
DATE: OCT. 2008
SCALE: 1" = 1000'

SHEET
EXHIBIT A
CAPDCN 061239

Dwg Name: P:\Capdcn\dwg\Surv\Final Drawings\Exhibits\Surv\Parcel 1.dwg Updated By: cpshland 10:06

EXHIBIT "B"

BENEFITTED PROPERTY

TO BE PROVIDED BY ALEXANDER ENTITY [Just Alexander Property]

COPY



EXHIBIT "B"
LEGAL DESCRIPTION

A parcel of land situate in the North Half of Section 4, Township 14 North, Range 19 East, MDM, Douglas County, Nevada and being more particularly described as follows:

Parcel 1 as shown on Parcel Map, recorded May 3, 1993, as Document No. 306156, Official Records of Douglas County Nevada.

Containing 10.01 Acres more or less.

BASIS OF BEARINGS: Parcel Map, recorded May 3, 1993, as Document No. 306156, Official Records of Douglas County Nevada.

SURVEYOR'S CERTIFICATE

I hereby certify that the legal description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Stanley W. Ziebarth
Nevada PLS 8547
For and on behalf of

 **Manhard.**
CONSULTING
9850 DOUBLE R BLVD, SUITE 101
RENO, NEVADA 89521
(775) 746-3500



BK-1008
PG-4098

BK-1008
 PG-4099
 731978 Page: 13 of 16 10/27/2008



U.S. FOREST SERVICE
 1419-00-001-002

CARSON CITY

U.S. FOREST SERVICE
 7-031-27

HERTZ
 7-031-25

STATE LANDS
 7-031-24

DOUGLAS COUNTY

CARROLL
 1419-04-000-002

CRAWLEY
 1419-04-000-005

CARPENTER
 1419-04-000-016

ALEXANDER
 1419-04-000-003

ALEXANDER
 1419-04-000-004

CLEAR CREEK
 RANCH LLC
 1419-04-000-014

CLEAR CREEK RANCH LLC
 1419-04-000-014

PARCEL 1
 306.80 AC

PARCEL 1
 306.80 AC

PARCEL 17
 229.00 AC

PARCEL 13
 34.05 AC

PARCEL 18
 210.87 AC

ManhardTM
 CONSULTING LTD

9650 Double R Blvd, Suite 101, Reno, NV 89521 tel: (775) 746-3500 fax: (775) 746-3520 www.manhard.com
 Civil Engineers · Surveyors · Water Resources Engineers · Water & Wastewater Engineers
 Construction Managers · Environmental Scientists · Landscape Architects · Planners

CLEAR CREEK RANCH, LLC.
 DOUGLAS COUNTY, NEVADA
 PARCEL 1

PROJ. MGR.: SWZ
 DRAWN BY: CBP
 DATE: OCT. 2008
 SCALE: N.T.S.

SHEET
EXHIBIT B
 CAPDCN 061239

Dwg Name: P:\Capdcn\dwg\Surv\Final Drawings\Exhibits Surv\Parcel 1 (A).dwg Updated By: cpoehland 10:05

EXHIBIT "C"
LEGAL DESCRIPTION
ACCESS 1 ROAD EASEMENT

A parcel of land situate in the West Half of Section 4, Township 14 North, Range 19 East, MDM, Douglas County, Nevada and being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 4;

Thence along the West line of said Section 4, South $00^{\circ}09'26''$ East a distance of 1072.06 feet to the **POINT OF BEGINNING**;

Thence leaving said West line and along the centerline of a 20.00 foot wide road lying 10.00 feet on each side of the following described centerline;

South $51^{\circ}30'20''$ East a distance of 206.16 feet;

Along the arc of a curve to the left having a radius of 300.00 feet, a central angle of $95^{\circ}27'02''$, a distance of 499.78 feet;

North $33^{\circ}02'38''$ East a distance of 117.50 feet;

Along the arc of a curve to the right having a radius of 300.00 feet, a central angle of $50^{\circ}50'39''$, a distance of 266.22 feet;

North $83^{\circ}53'17''$ East a distance of 84.02 feet;

Along the arc of a curve to the left having a radius of 245.00 feet, a central angle of $36^{\circ}32'39''$, a distance of 156.26 feet to **Point A**;

Along the arc of a curve to the left having a radius of 245.00 feet, a central angle of $74^{\circ}47'42''$, a distance of 319.83 feet;

North $27^{\circ}27'04''$ West a distance of 98.21 feet;

Along the arc of a curve to the right having a radius of 300.00 feet, a central angle of $96^{\circ}27'31''$, a distance of 505.06 feet;

North $69^{\circ}00'27''$ East a distance of 54.73 feet to a point on the East line of the Northwest Quarter of the Northwest Quarter of said Section 4, said point being the **terminus** of said road easement.

The sidelines of said easement are to be lengthened or shortened as to begin on the West line of said Section 4 and terminate on the said East line of the Northwest Quarter of the Northwest Quarter of said Section 4.



Beginning at Point A described above;

Thence along the centerline of a 20.00 foot wide road lying 10.00 feet on each side of the following described centerline;

South 42°39'22" East a distance of 179.73 feet;

Along the arc of a curve to the left having a radius of 275.00 feet, a central angle of 23°37'49", a distance of 113.42 feet to a point on the East line of the Northwest Quarter of the Northwest Quarter of said Section 4, said point being the **terminus** of said road easement.

The sidelines of said easement are to terminate on the East line of the said Northwest Quarter of the Northwest Quarter of said Section 4.

BASIS OF BEARINGS: North 89°12'38" East between the West Quarter (W¼) corner and the East Quarter (E¼) corner of Section Ten (10), Township Fourteen (14) North, Range Nineteen (19) East, Mount Diablo Meridian, as shown on Document No. 494257, Douglas County Official Records.

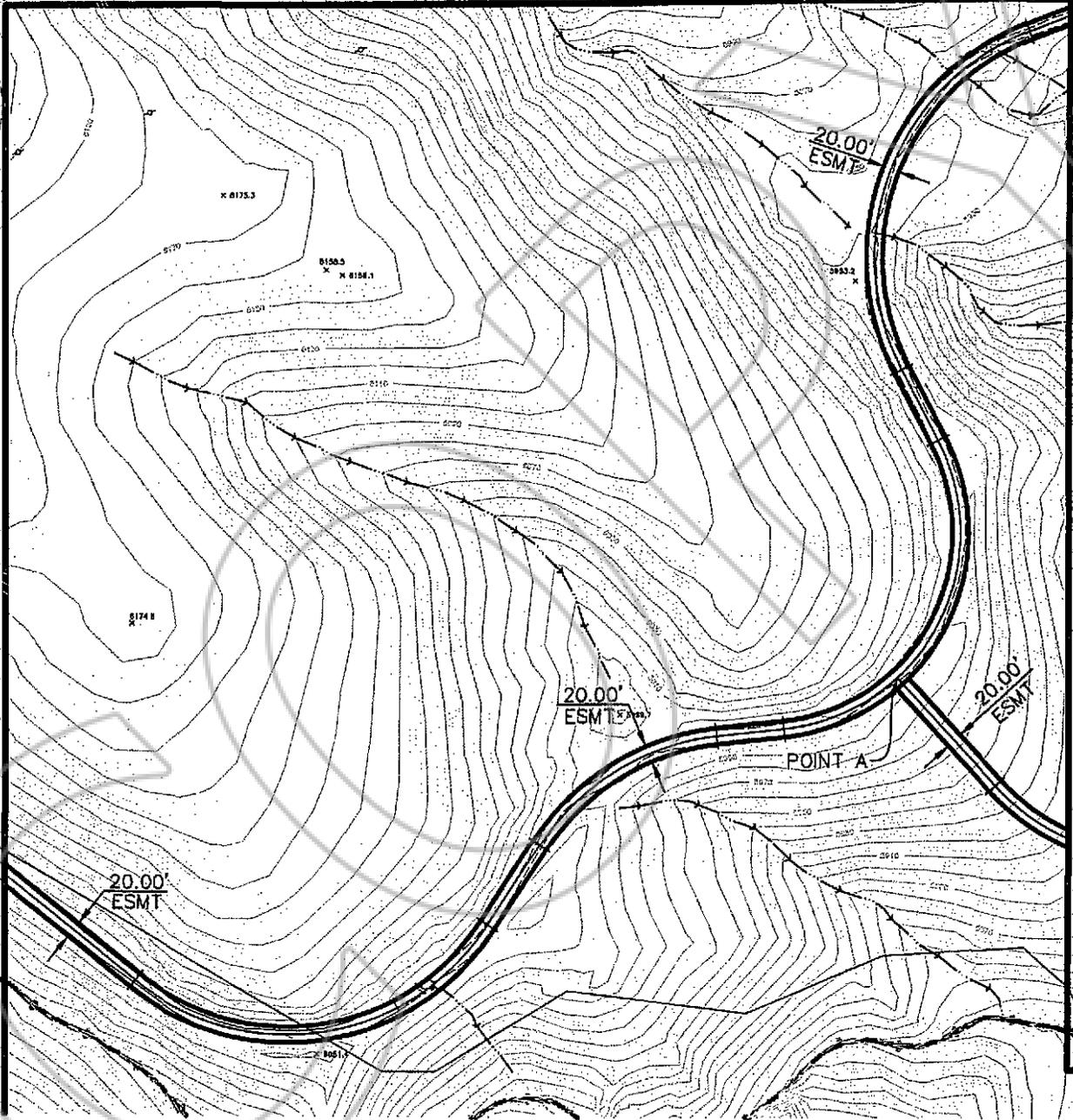
SURVEYOR'S CERTIFICATE

I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Stanley W. Ziebarth
Nevada PLS 8547
For and on behalf of

 **Manhard**
CONSULTING
9850 DOUBLE R BLVD, SUITE 101
RENO, NEVADA 89521
(775) 746-3500





Manhard CONSULTING LTD

8850 Double R Blvd, Suite 101, Reno, NV 89521 tel: (775) 748-3500 fax: (775) 748-3520 www.manhard.com
 Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

© 2008 ALL RIGHTS RESERVED

CLEAR CREEK RANCH, LLC.	
DOUGLAS COUNTY, NEVADA	
ACCESS EASEMENT	
PROJ. MGR.: SWZ	SHEET
DRAWN BY: CBP	EXHIBIT C
DATE: OCT. 2008	CAPDCN 061239
SCALE: N.T.S.	



731978 Page: 16 of 16 10/27/2008

BK-1008
PG-4102

Dwg Name: P:\Capdcn\dwg\Surv\Final Drawings\Exhibits\Surv\Parcel Exhibits\20' Irrigation Easement Parcel.dwg Updated By: cpoehland 14:07