

OFFICIAL RECORD
Requested By:
TSI TITLE & ESCROW

APN: 1418-11-110-001

Douglas County - NV
Karen Ellison - Recorder

When Recorded, Mail to:

Page: 1 Of 18 Fee: 31.00
BK-0809 PG- 4493 RPTT: 0.00

Patrick K. Willis, as trustee
P.O. Box 1144
Sacramento, CA 95812



The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

UTILITIES EASEMENT

This Utilities Easement (this "Agreement") is made as of the 20 day of August, 2008, by and between Edwin James Vallier, Jr. and Jacqueline L. Vallier, as Trustees of the Edwin James Vallier, Jr. and Jacqueline L. Vallier Revocable Living Trust, as amended the 15th day of August, 2007 ("Grantor"), and Patrick K. Willis, as trustee of the Patrick K. Willis Family Trust dated March 28, 2000 ("Grantee"). Grantor and Grantee are sometimes individually referred to as a "Party" and may be collectively referred to as the "Parties":

RECITALS:

A. Grantor is the owner of that certain real property located in Douglas County, Nevada, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Servient Property").

B. Grantee is the owner of that certain real property located in Douglas County, Nevada, more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Dominant Property").

C. Grantor desires to grant, and Grantee desires to acquire, a perpetual, non-exclusive private utilities easement appurtenant to the Dominant Property over, through, and under that portion of the Servient Property which is more particularly described in **Exhibit "C"** attached hereto and incorporated herein by this reference (the "Easement Area"), which Easement Area is also depicted on **Exhibit "D"** attached hereto and incorporated herein by this reference.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein.

2. **Grant of Easement.** Grantor hereby grants to Grantee a perpetual, non-exclusive, easement over, through, and under the Easement Area for the following purposes: (1) the construction, installation, use, maintenance, repair (including necessary replacements), alteration, and operation of underground private utilities lines and improvements consisting of, without limitation, pipelines, transmission lines, foundations, markers, conduits, pull boxes, vaults, switchgear, valves and valve boxes, and any other appurtenances reasonably connected therewith as Grantee may construct, install, or improve upon the Easement Area (collectively, the "Improvements"); and (2) such access, ingress, and egress over the Easement Area as may be necessary or useful to enjoy the foregoing rights. The easement granted herein is appurtenant to, and for the benefit of, the Dominant Property and every portion thereof and interest therein. Grantee intends to cause a boundary line adjustment to be recorded with respect to the Dominant Property, it is agreed by the Parties that the easement created by this Agreement shall run to each of the reconfigured parcels created thereby.

3. **Maintenance.**

3.1 **Maintenance Obligations.** Grantee shall maintain the Improvements in good condition and repair. Grantee shall repair any damage to the Servient Property caused by Grantee's work in the Easement Area, and, to the extent reasonably practicable, shall promptly restore the Servient Property to a condition substantially similar to its condition prior to the occurrence of such damage. In the event Grantee fails to reasonably maintain or repair the Improvements, and such failure materially and adversely affects Grantor's use and enjoyment of the Servient Property, then Grantor may, after thirty (30) days written notice to Grantee, undertake such repair; provided, however, Grantor shall not have the right to undertake such repair if Grantee commences such repair within thirty (30) days after notice is deemed to have been received by Grantee and thereafter diligently prosecutes such repairs to completion. Notwithstanding the foregoing, in the event of an emergency, Grantor may undertake all necessary repairs without providing prior notice to, or obtaining consent from, Grantee. For purposes of this Agreement, an emergency is any failure or defect in the Improvements that, if left unchecked, would cause significant damage to the Servient Property or any improvements thereon, or would threaten the health, safety, or welfare of the owner, occupants, or invitees of the Servient Property.

3.2 **Maintenance Costs.** The owner of the Dominant Property shall bear the expense of all necessary maintenance and repair of the Improvements, including any necessary repair to the Easement Area occasioned by such maintenance and repair. If the Dominant Property is eventually divided into multiple fee estates, such estates shall equally share the responsibility for payment of maintenance costs.

4. **Indemnity.** Grantee shall defend, protect, indemnify, and hold harmless Grantor against any and all damages, losses, expenses, and fines based upon any claim of personal injury or property damage occurring during the term of this Agreement and resulting from Grantee's construction upon, or maintenance of, the Easement Area or the Improvements, except to the extent arising from Grantor's own negligence or misconduct, or that of Grantor's agents, tenants, licensees, or invitees. In the event that Grantor receives notice of any claim potentially implicating Grantee's duties under this Section 4, Grantor shall inform Grantee of the claim as soon as is reasonably possible, and in any event within ten (10) days of receiving notice of such claim. Grantor's failure to timely inform Grantee of a claim shall waive Grantor's rights under this Section 4 as to that claim.

5. **Easement Runs With the Land; Successors and Assigns.** The easement created in this Agreement is perpetual in nature, appurtenant to the Dominant Property, and shall run with the Dominant Property and benefit any owner of any portion of the Dominant Property in perpetuity. The provisions of this Agreement shall be binding upon the successors and assigns of Grantor and Grantee. Grantor and Grantee shall be responsible for their respective obligations that accrue during their ownership of their respective parcels; provided, however, in the event that either Party conveys, transfers, assigns, or otherwise disposes of all of its interest in the Dominant Property or Servient Property, as the case may be, the transferring party shall be released and discharged from any liabilities and obligations under this Agreement that occur after such transfer.

6. **Notices.** All communications which may be, or are required to be, given by either Party to this Agreement shall be properly given if made in writing and sent by: (a) hand delivery; (b) certified mail, return receipt requested; (c) facsimile, provided a confirming copy thereof is also sent in accordance with (a), (b), or (d); or (d) Federal Express or another nationally recognized overnight delivery service for next business day delivery, with all postage, delivery, and other charges paid by the sender and addressed to Grantor or Grantee, as applicable, as follows, or at such other address as each may request in advance in writing. Such notices shall be deemed delivered: (i) by hand, upon actual delivery; (ii) by overnight delivery service, on the next business day after the notice is sent; (iii) by facsimile, on the next business day after the date the notice is sent; and (iv) if mailed, upon the earlier of actual receipt or three (3) business days after mailing. Refusal of delivery shall be deemed effective delivery. Unless changed as provided in this Section 6, notice addresses are as follows:

If to Grantor:

Edward James Vallier, Jr. and Jacqueline L. Vallier, as Trustees of
the Edwin James Vallier, Jr. and Jacqueline L. Vallier Revocable
Living Trust, as amended the 15th day of August, 2007
P.O. Box 195
Glenbrook, NV 89413
Telephone: 775-588-5071
Facsimile: 775-588-5071

If to Grantee:

Patrick K. Willis Family Trust dated March 28, 2000
Attn: Patrick K. Willis, Trustee
P.O. Box 1144
Sacramento, CA 95812
Telephone: 916-240-5430
Facsimile: 916-391-9592

7. **Mechanics' Liens.** Grantee shall at all times keep the Servient Property free and clear of all liens and encumbrances (including, without limitation, mechanics, materialmens, and other similar liens) arising or alleged to arise as a result of the installation, maintenance, repair, or replacement of the Improvements or the Easement Area. If any such liens are filed or recorded, Grantee shall, within thirty (30) days after such filing or recording, cause the same to be discharged of record or bonded over in accordance with applicable law. Grantee shall notify Grantor in writing no less than three (3) business days prior to the commencement of construction of any improvements to the Easement Area to allow Grantor sufficient time to record a Notice of Nonresponsibility pursuant to Chapter 108 of the Nevada Revised Statutes. Grantee agrees to indemnify Grantor and hold Grantor harmless from any and all mechanics liens, materialmens liens, and other similar liens arising from work performed on the Servient Property at the request of Grantee.

8. **Breach Shall Not Permit Termination.** No breach of this Agreement shall entitle either Party to terminate this Agreement or to bring any action for termination; provided, however, that such limitation shall not impact any other rights that may be available to such Party.

9. **Construction and Interpretation.** It is expressly agreed by the Parties hereto that any uncertainty or ambiguity in this Agreement shall not be interpreted against any one Party. This Agreement shall be governed by the laws of the State of Nevada. The section headings of this Agreement are inserted solely for convenience of reference and are not intended to govern, limit, or aid in the construction of any term or provision hereof.

IN WITNESS WHEREOF the parties hereto have executed this Utilities Easement on the date first written above.

GRANTOR:

Edwin James Vallier

Edward James Vallier, Jr., as Trustee of the Edwin James Vallier, Jr. and Jacqueline L. Vallier Revocable Living Trust, as amended the 15th day of August, 2007

Jacqueline L Vallier

Jacqueline L. Vallier, as Trustee of the Edwin James Vallier, Jr. and Jacqueline L. Vallier Revocable Living Trust, as amended the 15th day of August, 2007

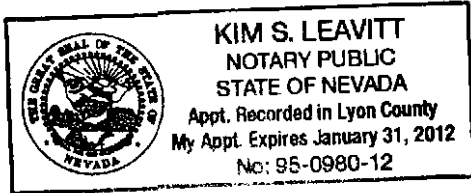
GRANTEE:

Patrick K. Willis

Patrick K. Willis, Trustee of the Patrick K. Willis Family Trust dated March 28, 2000

STATE OF Nevada)
County of Douglas)

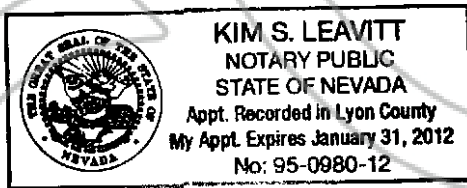
This instrument was acknowledged before me on Sept 18, 2008, by Edwin James Vallier, Jr., as Trustee of the Edwin James Vallier, Jr. and Jacqueline L. Vallier Revocable Living Trust, as amended the 15th day of August, 2007.



[Signature]
Notary Public
My Commission Expires: 1-31-2012

STATE OF Nevada)
County of Douglas)

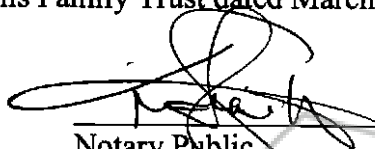
This instrument was acknowledged before me on Sept. 18, 2008, by Jacqueline L. Vallier, , as Trustee of the Edwin James Vallier, Jr. and Jacqueline L. Vallier Revocable Living Trust, as amended the 15th day of August, 2007.



[Signature]
Notary Public
My Commission Expires: 1-31-2012

STATE OF Nevada)
County of Douglas)

This instrument was acknowledged before me on Sept 10, 2008, by Patrick K. Willis, as Trustee of the Willis Family Trust dated March 28, 2000.



Notary Public
My Commission Expires: 1-31-2012

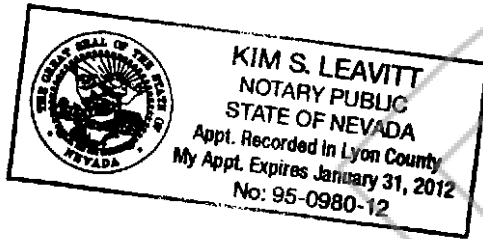


Exhibit "A"
Servient Property

Parcel 1:

Lot 12 in Block A, as shown on the final map of Glenbrook Unit No. 3, filed June 13, 1980 in Map Book 680, Page 1269 of Official Records of Douglas County, Nevada.

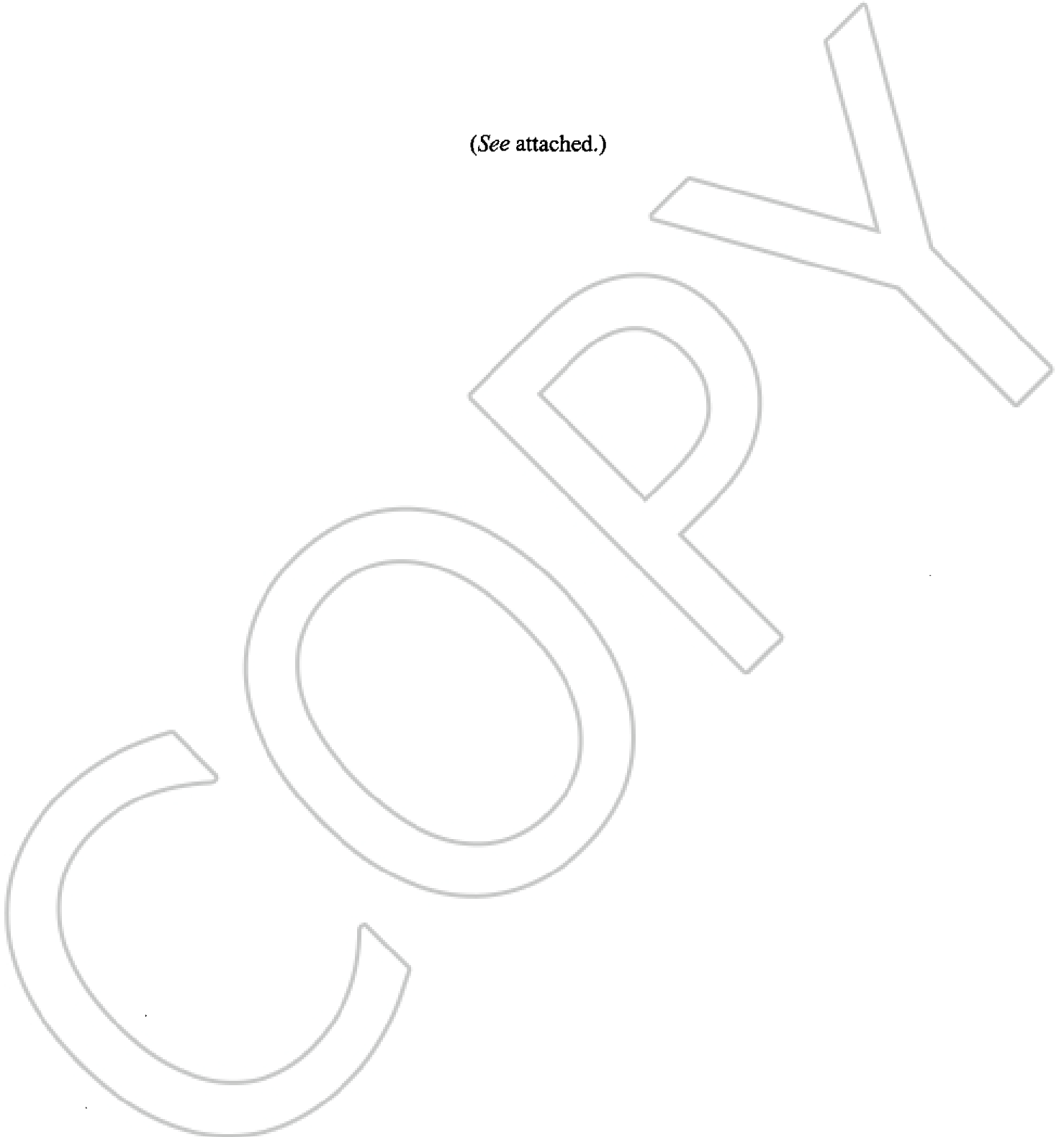
Said lands are set forth on Record of Survey recorded March 4, 1991 in Book 391 of Official Records at Page 379, Douglas County, Nevada, as Document No. 245941.

Parcel 2:

The right to use the roads of the Glenbrook Company in accordance with the grant contained in the Deed from Glenbrook Company to Henry Quill recorded January 15, 1938 in Book U of Deeds, Page 574, Douglas County Records.

Exhibit "B"
Dominant Property

(See attached.)





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

PARCEL 1A

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 14 NORTH, RANGE 18 EAST, M.D.M., THE TRUE POINT OF BEGINNING; SAID CORNER HAVING BEEN IDENTIFIED AND MONUMENTED WITH A TWO INCH DIAMETER BRASS CAP MARKED "SEC. COR. 2/3/10/11, BLS 1255"; THENCE ALONG THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 115449, RECORDED ON APRIL 1, 1985, IN BOOK 485, PAGE 009, DOUGLAS COUNTY RECORDS, SAID LINE BEING ALSO IDENTIFIED IN DOCUMENT NO. 115449 AS THE LINE COMMON TO SECTIONS 2 AND 11, NORTH 89°35'00" EAST 319.01 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND; THENCE CONTINUING ALONG THE LINE COMMON TO SECTIONS 2 AND 11 NORTH 89°40'12" EAST 270.36 FEET; THENCE NORTH 00°01'02" EAST 261.00 FEET; THENCE SOUTH 89°40'12" WEST 270.36 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 115449; THENCE NORTH 00°01'02" EAST 289.10 FEET ALONG THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 115449; THENCE SOUTH 88°10'47" WEST 319.18 FEET ALONG THE NORTH LINE OF SAID PARCEL OF LAND TO A POINT ON THE LINE COMMON TO SECTIONS 2 AND 3; THENCE ALONG SAID LINE COMMON TO SECTIONS 2 AND 3, SAID LINE BEING ALSO THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 115449, SOUTH 00°01'02" WEST 34.54 FEET TO A POINT ON THE NORTH LINE OF LOT F OF GLENBROOK UNIT NO. 3 AS INDICATED ON THE OFFICIAL PLAT THEREOF RECORDED ON JUNE 13, 1980 AS DOCUMENT NO. 45299, DOUGLAS COUNTY RECORDS; THENCE SOUTH 88°52'17" WEST 462.08 FEET ALONG THE NORTH LINE OF SAID LOT F OF GLENBROOK UNIT NO. 3 TO A POINT ON THE EAST LINE OF AN EASEMENT FOR THE BACK ROAD AS INDICATED AND DESIGNATED ON THAT CERTAIN RECORD OF SURVEY FOR GEORGE W. GILLEMOT, TRUSTEE FOR THE GEORGE W. GILLEMOT FAMILY TRUST RECORDED ON MAY 26, 1987, AS DOCUMENT NO. 155470, DOUGLAS COUNTY RECORDS; THENCE ALONG THE EAST LINE OF SAID EASEMENT FOR THE BACK ROAD, THE FOLLOWING FOUR COURSES:

SOUTH 14°10'43" EAST, 99.56 FEET,
 SOUTH 10°52'28" EAST, 121.08 FEET,

Continued on next page

SOUTH 35°02'03" EAST, 50.90 FEET,
SOUTH 39°58'26" EAST, 100.92 FEET

TO A POINT ON THE WEST LINE OF LOT 10 OF GLENBROOK UNIT NO. 3-A AS SHOWN ON THE OFFICIAL PLAT OF GLENBROOK UNIT NO. 3; THENCE NORTH 26°02'35" WEST 173.39 FEET ALONG THE WEST LINE OF SAID LOT 10 OF GLENBROOK UNIT NO. 3-A; THENCE SOUTH 89°53'47" EAST 391.25 FEET ALONG THE NORTH LINE OF LOTS 10 AND 11 OF SAID GLENBROOK UNIT NO. 3-A TO A POINT ON THE LINE COMMON TO SECTIONS 2 AND 3, SAID LINE BEING ALSO THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 115449; THENCE SOUTH 00°01'02" WEST 255.00 FEET ALONG SAID LINE COMMON TO SECTIONS 2 AND 3 TO THE TRUE POINT OF BEGINNING.

PARCEL 1B

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA; A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 14 NORTH, RANGE 18 EAST, N.D.M.; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE NORTH 89°46'38" EAST 319.01 FEET AND NORTH 00°33'30" EAST 261.01 FEET TO A " CAPPED IRON PIPE MARKED: RLS 6729 AS DEPICTED ON RECORD OF SURVEY, DOCUMENT NO. 220061, RECORDED IN BOOK 290, AT PAGE 1660, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 00°33'30" EAST 289.09 FEET TO A " CAPPED IRON PIPE MARKED: RLS 6729 AS DEPICTED ON SAID RECORD OF SURVEY; THENCE SOUTH 88°22'24" WEST 152.33 FEET TO A STEEL PIN TAGGED RLS 1225; THENCE NORTH 47°56'17" EAST 177.11 FEET TO A STEEL PIN TAGGED RLS 1225; THENCE SOUTH 64°30'20" EAST 87.74 FEET TO A STEEL PIN TAGGED RLS 1225; THENCE SOUTH 25°47'36" EAST 134.29 FEET TO A STEEL PIN TAGGED RLS 1225; THENCE SOUTH 31°08'59" WEST 108.51 FEET TO A STEEL PIN

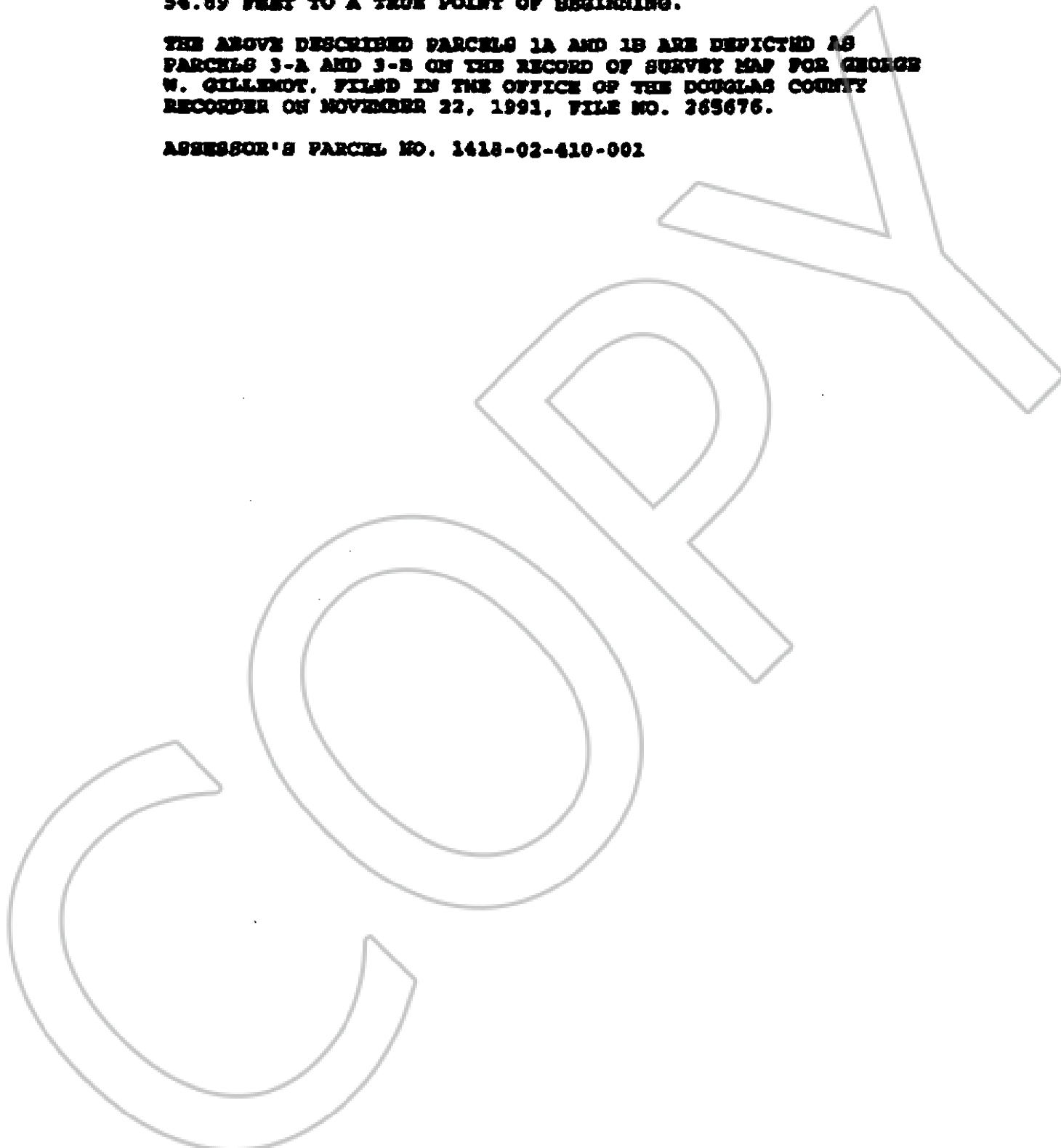
Continued on next page



**TAGGED RLS 1275, THENCE SOUTH 03°16'01" WEST 151.90 FEET TO
A STEEL PIN TAGGED RLS 1325, THENCE SOUTH 89°46'38" WEST
54.89 FEET TO A TRUE POINT OF BEGINNING.**

**THE ABOVE DESCRIBED PARCELS 1A AND 1B ARE DEPICTED AS
PARCELS 3-A AND 3-B ON THE RECORD OF SURVEY MAP FOR GEORGE
W. GILLEMOT, FILED IN THE OFFICE OF THE DOUGLAS COUNTY
RECORDER ON NOVEMBER 22, 1991, FILE NO. 265676.**

ASSESSOR'S PARCEL NO. 1418-02-410-001



PARCEL 2A (APN 1418-02-401-001)

THE SOUTH 261.00 FEET OF THE FOLLOWING PARCEL:

**THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 14 NORTH, RANGE 18 EAST, M.D.M.**

EXCEPTING THEREFROM THE FOLLOWING:

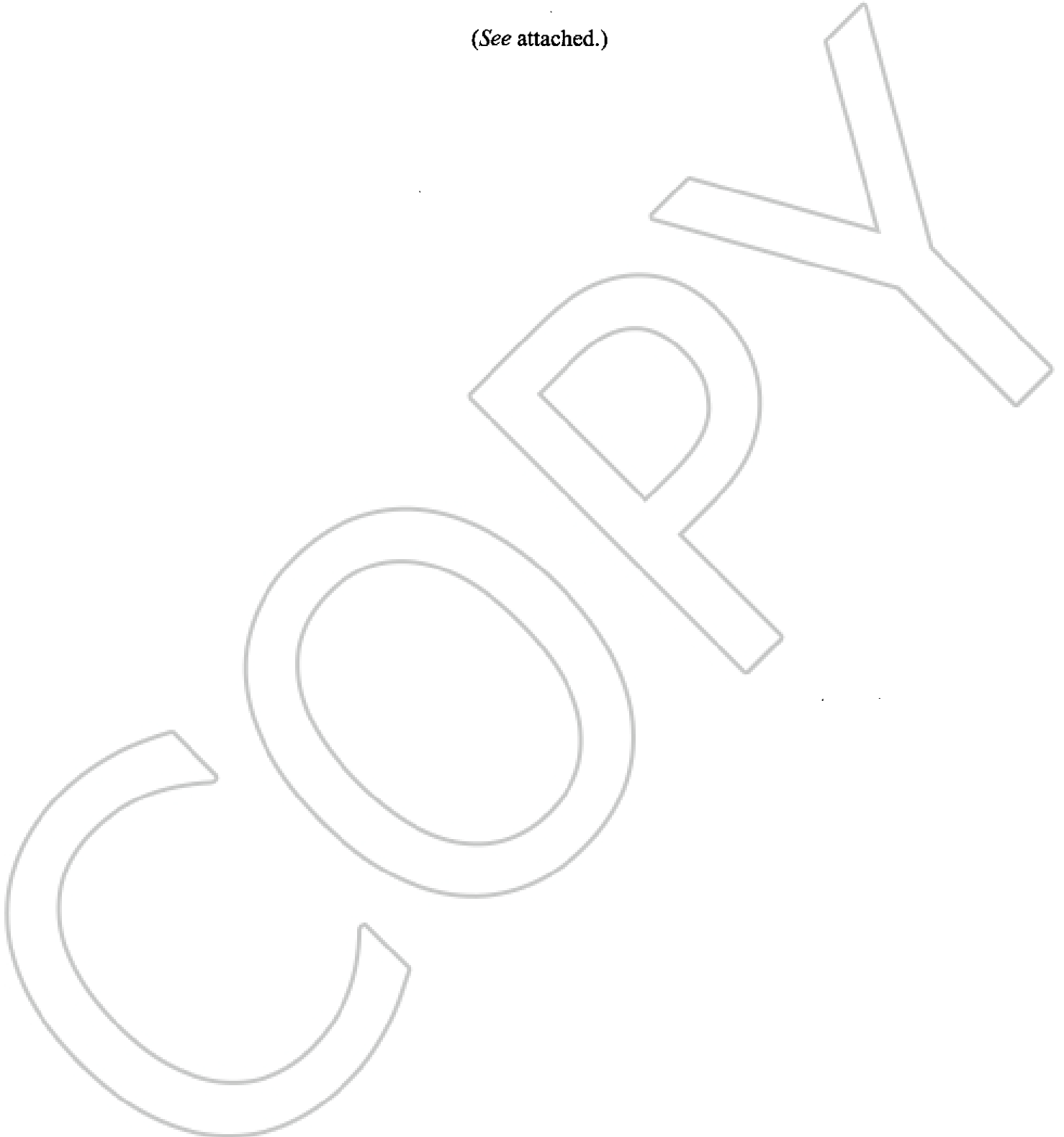
**1. ALL THAT PORTION LYING WITHIN PARCEL 1A, DESCRIBED ABOVE
AND ALSO DESCRIBED AS PARCEL FOUR IN THE BOUNDARY LINE
ADJUSTMENT DEED RECORDED MARCH 4, 1991 IN BOOK 391, AT PAGE
380, DOCUMENT NO. 245842.**

**2. ALL THAT PORTION CONVEYED TO THE UNITED STATES OF AMERICA
IN THE DEED RECORDED NOVEMBER 22, 1991 IN BOOK 1191, PAGE 3688,
DOCUMENT NO. 265675.**

**THE ABOVE DESCRIBED PARCEL 2 IS DEPICTED AS PARCEL 3-D ON THE
RECORD OF SURVEY MAP FOR GEORGE GILLEMOT, FILED IN THE
OFFICE OF THE DOUGLAS COUNTY RECORDER ON NOVEMBER 22, 1994,
FILE NO. 265676.**

**Exhibit "C"
Easement Area**

(See attached.)



A portion of land for private utility easement purposes within the Northwest one-quarter of the Northwest one-quarter of Section 11 and the Northeast one-quarter of the Northeast one-quarter of Section 10, Township 14 North, Range 18 East, MDM, Douglas County, Nevada, being more particularly described as follows:

EASEMENT 1:

BEGINNING at the most Southerly corner of Lot 12 as shown on the Official Plat of Glenbrook Unit No. 3, filed for record on June 13, 1980 in Book 680 of Maps, page 1269, as Instrument No. 45299 of the Douglas County Recorder's Office;

thence N. 44°07'07" W. along the Southwesterly line of said Lot 12, 20.01 feet;

thence N. 43°53'59" E., 22.62 feet;

thence N. 04°41'12" E., 19.33 feet;

thence N. 48°00'48" E., 36.25 feet;

thence N. 16°40'57" E., 13.12 feet;

thence N. 03°33'02" E., 28.53 feet;

thence N. 02°11'05" W., 20.53 feet;

thence N. 18°51'24" W., 6.26 feet;

thence N. 38°45'01" W., 56.40 feet;

thence N. 90°00'00" W., 41.13 feet;

thence S. 31°54'27" W., 52.97 feet;

thence N. 04°13'27" W., 8.48 feet;

thence N. 31°54'27" E., 49.46 feet;

thence N. 90°00'00" E., 44.12 feet;

thence N. 18°46'22" W., 14.45 feet to a point on the Northerly line of said Lot 12;

thence N. 89°46'38" E., along said Northerly line, 34.19 feet;

thence S. 02°14'59" E., 16.22 feet;

thence N. 89°16'09" E., 6.30 feet;

thence N. 35°08'53" E., 19.81 feet to a point on said Northerly line;

thence N. 89°46'38" E., along said line, 151.76 feet to the Northeast corner of said Lot 12;

thence S. 77°37'35" W., 95.02 feet;

thence S. 89°46'39" W., 48.54 feet;

thence S. 35°08'53" W., 6.54 feet;

thence S. 04°37'01" E., 115.60 feet to a point on the Southeasterly line of said Lot 12;

thence S. 43°53'59" W. along said Southeasterly line, 89.48 feet to the POINT OF

BEGINNING.

Containing 9,025 Square Feet, more or less.

EASEMENT 2:

BEGINNING at a point on the Westerly line of Lot 12 as shown on the Official Plat of Glenbrook Unit No. 3, filed for record on June 13, 1980 in Book 680 of Maps, page 1269, as Instrument No. 45299 of the Douglas County Recorder's Office, which bears S. 32°46'45" W., 22.46 feet from the Northwesterly corner thereof;

thence S. 01°19'26" E., 41.68 feet;

thence N. 89°14'43" E., 37.76 feet;

thence S. 04°13'27" E., 5.01 feet;

thence S. 89°14'43" W., 43.02 feet;

thence N. 01°19'26" W., 39.25 feet to a point on the Westerly line of said Lot 12;

thence N. 32°46'45" E. along said Westerly line, 8.92 feet to the POINT OF

BEGINNING.

Containing 404 Square Feet, more or less.

Basis Of Bearing

The West line of said Section 2 as shown on the Third Record of Survey for George W.

Gillemot, Trustee for the George W. Gillemot Family Trust (Property Line Adjustment),

Document No.265676 of the Douglas County Recorder's Office (N. 00°33'30" E.)

PREPARED BY:

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

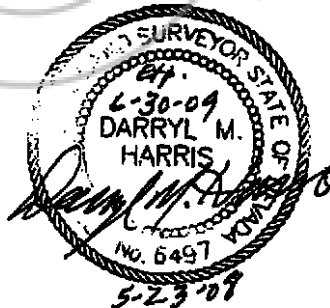
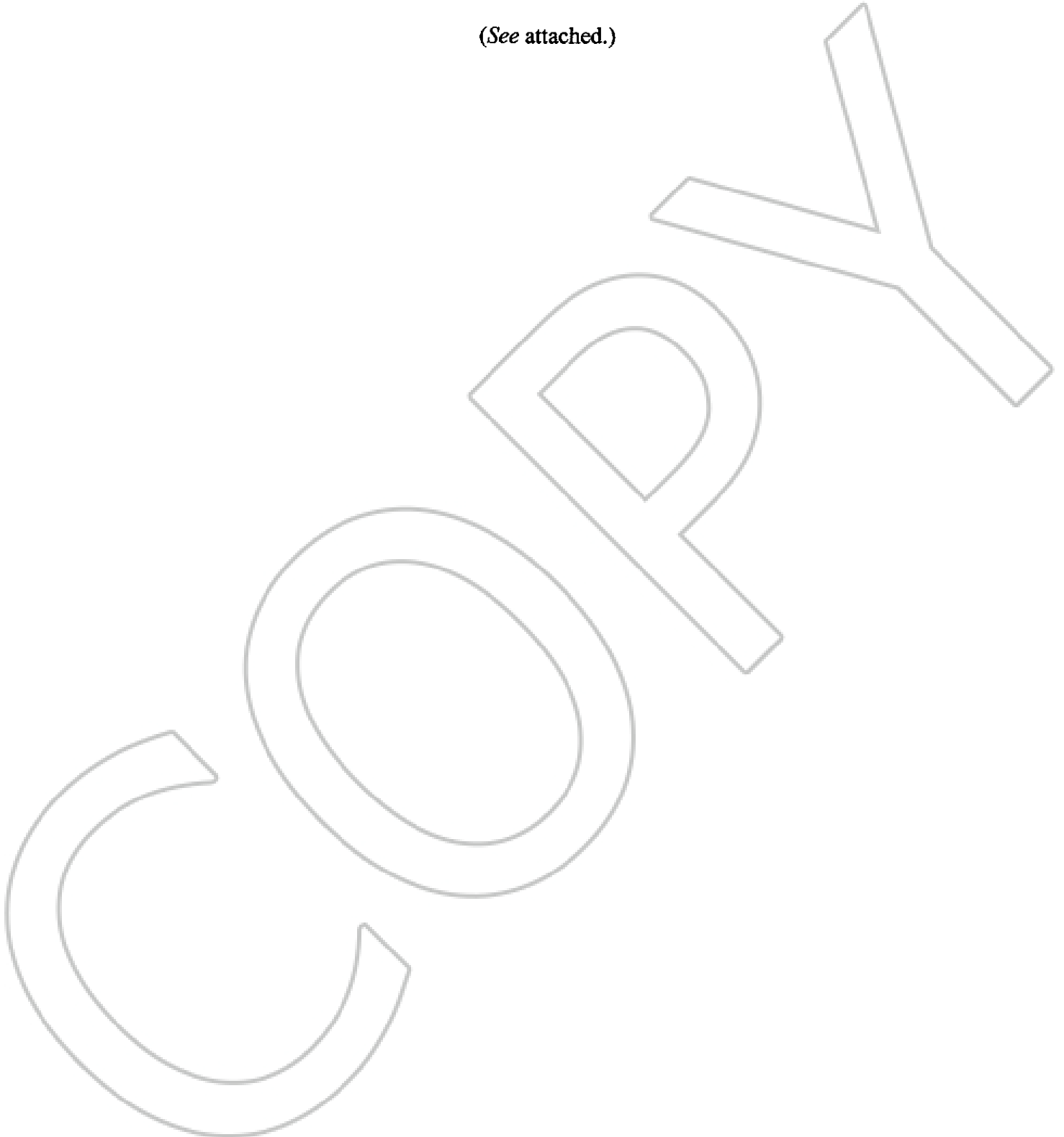
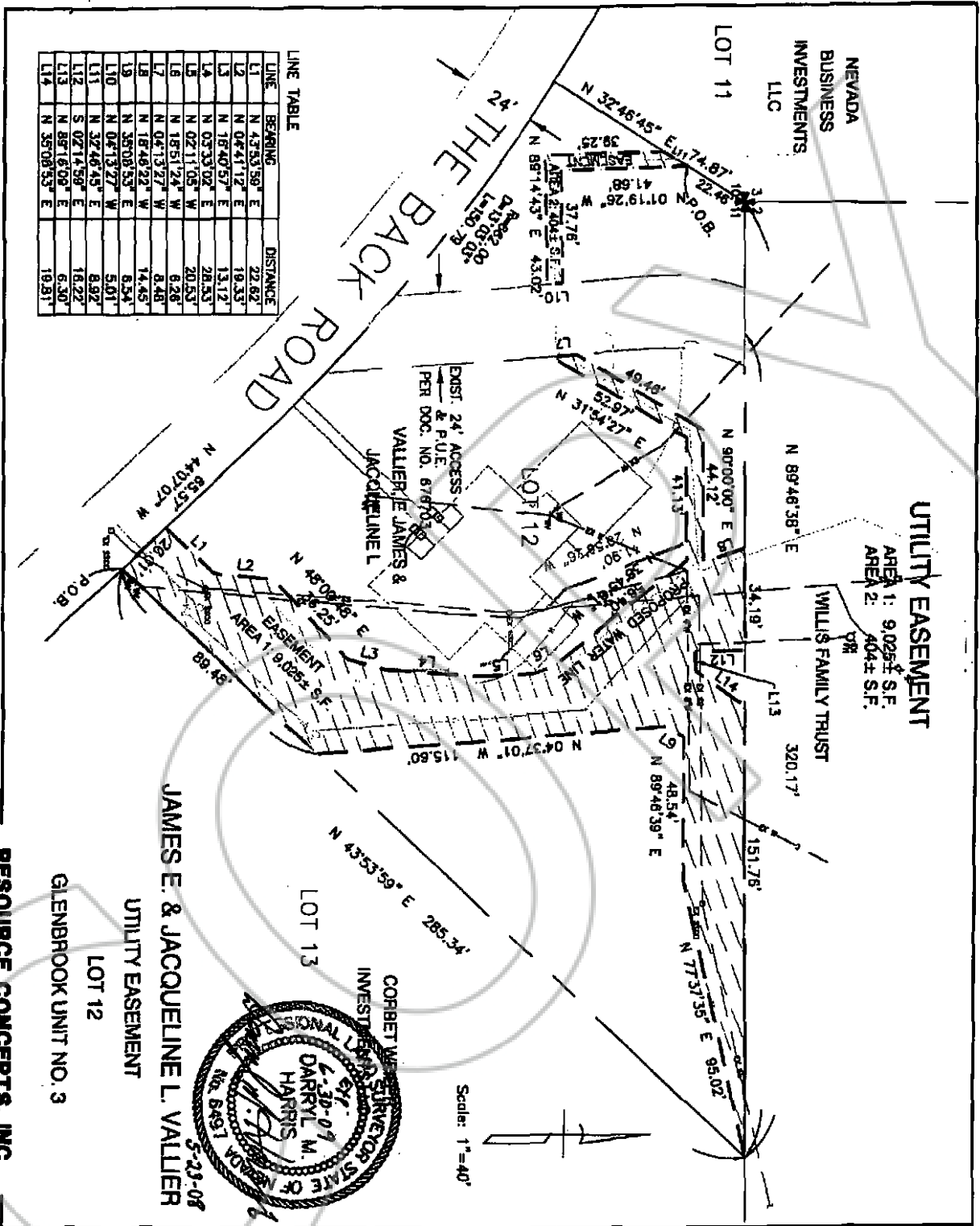


Exhibit "D"
Depiction of Easement Area

(See attached.)





LINE TABLE

LINE	BEARING	DISTANCE
L1	N 4°35'59" E	22.82
L2	N 0°44'12" E	19.33
L3	N 18°40'57" E	13.12
L4	N 0°33'02" E	28.53
L5	N 0°21'05" W	20.53
L6	N 18°51'24" W	6.28
L7	N 0°41'39" W	8.48
L8	N 18°48'22" W	14.45
L9	N 35°08'53" E	6.54
L10	N 0°41'39" W	8.92
L11	N 32°46'45" E	8.92
L12	S 0°21'59" E	18.22
L13	N 89°16'09" E	6.30
L14	N 35°08'53" E	19.81

