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APNs: 1418-02-410-001  
1418-02-401-001

DOC # 0749235  
08/20/2009 02:33 PM Deputy: GB  
OFFICIAL RECORD  
Requested By:  
TSI TITLE & ESCROW

**When recorded, mail to:**

Paul P. Flynn  
9101 Alta Drive, Suite 503  
Las Vegas, Nevada 89145

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 15 Fee: 28.00  
BK-0809 PG- 4647 RPTT: 0.00



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)

**ACCESS AND UTILITIES EASEMENT**

This Access and Utilities Easement (this "Agreement") is made as of the 20 day of AUGUST, 2008, by and between Patrick K. Willis, as trustee of the Patrick K. Willis Family Trust dated March 28, 2000 ("Grantor") and Paul P. Flynn ("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 access and utilities easement appurtenant to the Dominant Property over, through, and under that portion of the Servient Property more particularly described on **Exhibit "C"** attached hereto and incorporated herein by this reference (the "Easement Area").

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) pedestrian, vehicular, and animal ingress and egress upon the roadway located within the Easement Area; (2) the maintenance and repair (including necessary replacements and reconstruction) of the roadway located in the Easement Area and any appurtenances reasonably connected therewith; provided, however, that the existing roadway shall not be widened without the written consent of Grantor; (3) the maintenance, installation, and repair (including necessary replacements and reconstruction) of any and all improvements and appurtenances necessary to convey utilities including water, power, gas, sewer, and telephone through the Easement Area to the Dominant Property, including the right to undertake any reasonably necessary grading or trenching activities (collectively with those improvements discussed in sub-section "(2)", the "Improvements"); and (4) 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.

3. **Maintenance.**

3.1 **Maintenance Obligations.** The Parties shall maintain the Improvements in good condition and repair; Grantor shall assume the primary obligation and responsibility for ensuring proper maintenance of the Easement Area and Improvements. Grantor may obtain contribution or reimbursement for certain of its maintenance expenses pursuant to Section 3.2, below. Grantee may remove any trees, shrubs, structures, or other improvements located in the Easement Area which reasonably interfere with Grantee's use and enjoyment of the Easement Area. Any damage to the Easement Area caused by work in the Easement Area shall be promptly repaired, and, to the extent reasonable, the Easement Area shall be restored to a condition substantially similar to its condition prior to the occurrence of such damage. In the event Grantor fails to reasonably maintain or repair the Improvements, then Grantee may, after thirty (30) days written notice to Grantor, undertake such repair; provided, however, Grantee shall not have the right to undertake such repair if Grantor commences such repair within thirty (30) days after notice is deemed to have been received by Grantor and thereafter diligently prosecutes such repairs to completion. Notwithstanding the foregoing, in the event of an emergency, Grantee may undertake all necessary repairs without providing prior notice to, or obtaining consent from, Grantor. 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. It is agreed by any

between the parties that any obstruction in the Easement Area preventing use of the roadway contained therein shall constitute an emergency for the purposes of this Section 3.1.

3.2 Maintenance Costs. Grantor and Grantee shall share responsibility for payment of maintenance costs pursuant to the allocation set forth in that certain "Access and Utility Easement" recorded on June 6, 2006, in the official records of Douglas County, Nevada as Document 676703 ("Prior Easement").

4. **Indemnity.** Each Party to this Agreement hereby agrees that such Party (the "Indemnifying Party") shall defend, protect, indemnify, and hold harmless each other Party (the "Protected Party") 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 the Indemnifying Party's use of, construction upon, or maintenance of, the Easement Area or the Improvements, except to the extent arising from the Protected Party's own negligence or misconduct, or that of the Protected Party's agents, tenants, licensees, or invitees. In the event that the Protected Party receives notice of any claim potentially implicating the Indemnifying Party's duties under this Section 4, the Protected Party shall inform the Indemnifying Party of the claim as soon as is reasonably possible, and in any event within ten (10) days of receiving notice of such claim. The Protected Party's failure to timely inform the Indemnifying Party of a claim shall waive the Protected Party'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:

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

If to Grantee:

Paul P. Flynn  
9101 Alta Drive, Suite 503  
Las Vegas, Nevada 89145  
Telephone: 702-880-0800  
Facsimile: 702-880-0900

**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.

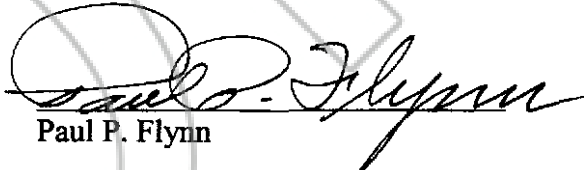
10. **Prior Easements.** This Agreement is not intended to, and does not, amend or supercede the Prior Easement. Regarding those Improvements located within the Easement Area, the Parties hereto specifically intend that this Agreement serve as a clarification and reaffirmation of the Prior Easement. This Agreement does not have, and shall not be construed as having, any effect on those related roadway and access improvements not located within the Easement Area. To the extent that there is a conflict between the provisions of this Agreement and the Prior Easement concerning those Improvements located within the Easement Area, the provisions of this Agreement shall control.

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

**GRANTOR:**

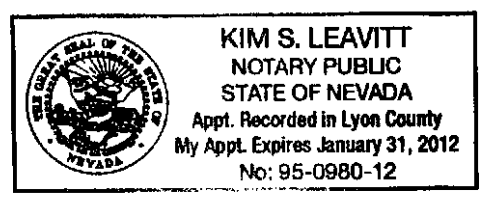
  
\_\_\_\_\_  
Patrick K. Willis, as Trustee of  
the Patrick K. Willis Family Trust  
dated March 28, 2000

**GRANTEE:**

  
\_\_\_\_\_  
Paul P. Flynn

STATE OF Nevada )  
 )  
County of Douglas )

This instrument was acknowledged before me on Sept. 18, 2008, by Patrick K. Willis, as Trustee of Patrick K. Willis Family Trust dated March 28, 2000.

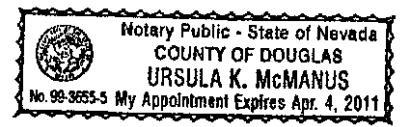


[Signature]  
Notary Public  
My Commission Expires: 1-31-2012

STATE OF NEVADA )  
 )  
County of DOUGLAS )

This instrument was acknowledged before me on August 13, 2008, by Paul P. Flynn.

[Signature]  
Notary Public  
My Commission Expires: April 4, 2011



**Exhibit "A"**  
**Remainder Parcel**

A portion of land within portions of the Southwest one-quarter of the Southwest one-quarter of Section 2, and the Southeast one-quarter of the Southeast one-quarter of Section 3, Township 14 North, Range 18 East, MDM, Douglas County, Nevada, for lease purposes being more particularly described as follows:

BEGINNING at a point on the Southerly boundary line of Parcel 3-A, 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, which bears N. 89°46'38" E., 28.54 feet from the Southwest corner of said Section 2;

thence 16.43 feet along the arc of a non-tangent curve to the right, having a central angle of 11°28'50" and a radius of 82.00 feet, (chord bears N. 24°18'00" E., 16.40 feet);

thence N. 30°02'26" E., 12.42 feet;

thence 71.51 feet along the arc of a curve to the right, having a central angle of 56°54'07" and a radius of 72.00 feet, (chord bears N. 58°29'29" E., 68.60 feet);

thence N. 86°56'33" E., 35.99 feet;

thence 46.47 feet along the arc of a curve to the right, having a central angle of 12°06'08" and a radius of 220.00 feet, (chord bears S. 87°00'23" E., 46.38 feet);

thence S. 80°57'19" E., 40.20 feet;

thence N. 08°40'49" W., 90.93 feet;

thence N. 39°00'03" W., 121.00 feet;

thence S. 60°26'06" W., 150.00 feet to a point on the Southerly boundary line of said Parcel 3-A;

thence along the Southerly, Westerly and Northerly boundary lines of said Parcel, the Northerly and Easterly boundary lines of Parcel 3-D of said Record of Survey for George W. Gillemot, and the Southerly boundary lines of said parcels 3-D and 3-A, the following eighteen courses;

1) N. 00°33'30" E., 90.24 feet;

- 2) S. 89°47'27" W., 391.25 feet;
- 3) S. 26°21'25" E., 173.39 feet;
- 4) N. 40°17'16" W., 100.92 feet;
- 5) N. 35°20'53" W., 50.90 feet;
- 6) N. 11°11'18" W., 121.08 feet;
- 7) N. 14°20'33" W., 99.56 feet;
- 8) N. 80°38'10" E., 465.80 feet;
- 9) N. 00°33'30" E., 34.54 feet;
- 10) N. 88°22'24" E., 166.88 feet;
- 11) N. 47°56'17" E., 177.11 feet;
- 12) S. 64°30'20" E., 87.74 feet;
- 13) S. 25°47'36" E., 134.29 feet;
- 14) S. 31°08'54" W., 108.51 feet;
- 15) S. 03°16'02" W., 151.90 feet;
- 16) N. 89°46'38" E., 787.22 feet;
- 17) S. 00°26'30" W., 261.00 feet;
- 18) S. 89°46'38" W., 1133.10 feet to the POINT OF BEGINNING;

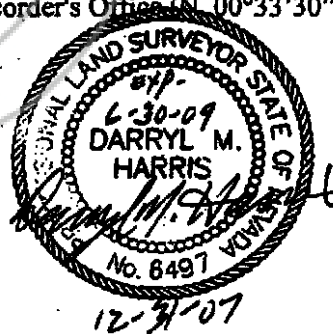
Containing 499,122 Square Feet (11.458 Acres) more or less.

**Basis Of Bearing**

The Westerly 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 "B"  
Orchard House Parcel**

A portion of the Southwest one-quarter of the Southwest one-quarter of Section 2, Township 14 North, Range 18 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Southwest corner of said Section 2, also being the Southwest corner of this lease parcel, 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;

thence N. 00°33'30" E., along the Westerly line of said Section 2, 164.76 feet;  
thence N. 60°26'06" E., 150.00 feet;  
thence S. 39°00'03" E., 121.00 feet;  
thence S. 08°40'49" E., 90.93 feet;  
thence N. 80°57'19" W., 40.20 feet;  
thence 46.47 feet along the arc of a curve to the left having a central angle of 12°06'08" and a radius of 220.00 feet, (chord bears N. 87°00'23" W., 46.38 feet);  
thence S. 86°56'33" W., 35.99 feet;  
thence 71.51 feet along the arc of a curve to the left having a central angle of 56°54'07" and a radius of 72.00 feet, (chord bears S. 58°29'29" W., 68.60 feet);  
thence S. 30°02'26" W., 12.42 feet;  
thence 16.43 feet along the arc of a curve to the left having a central angle of 11°28'50" and a radius of 82.00 feet, (chord bears S. 24°18'00" W., 16.40 feet) to a point on the South line of said Section 2;  
thence S. 89°46'38" W., along said South line, 28.54 feet to the POINT OF BEGINNING.

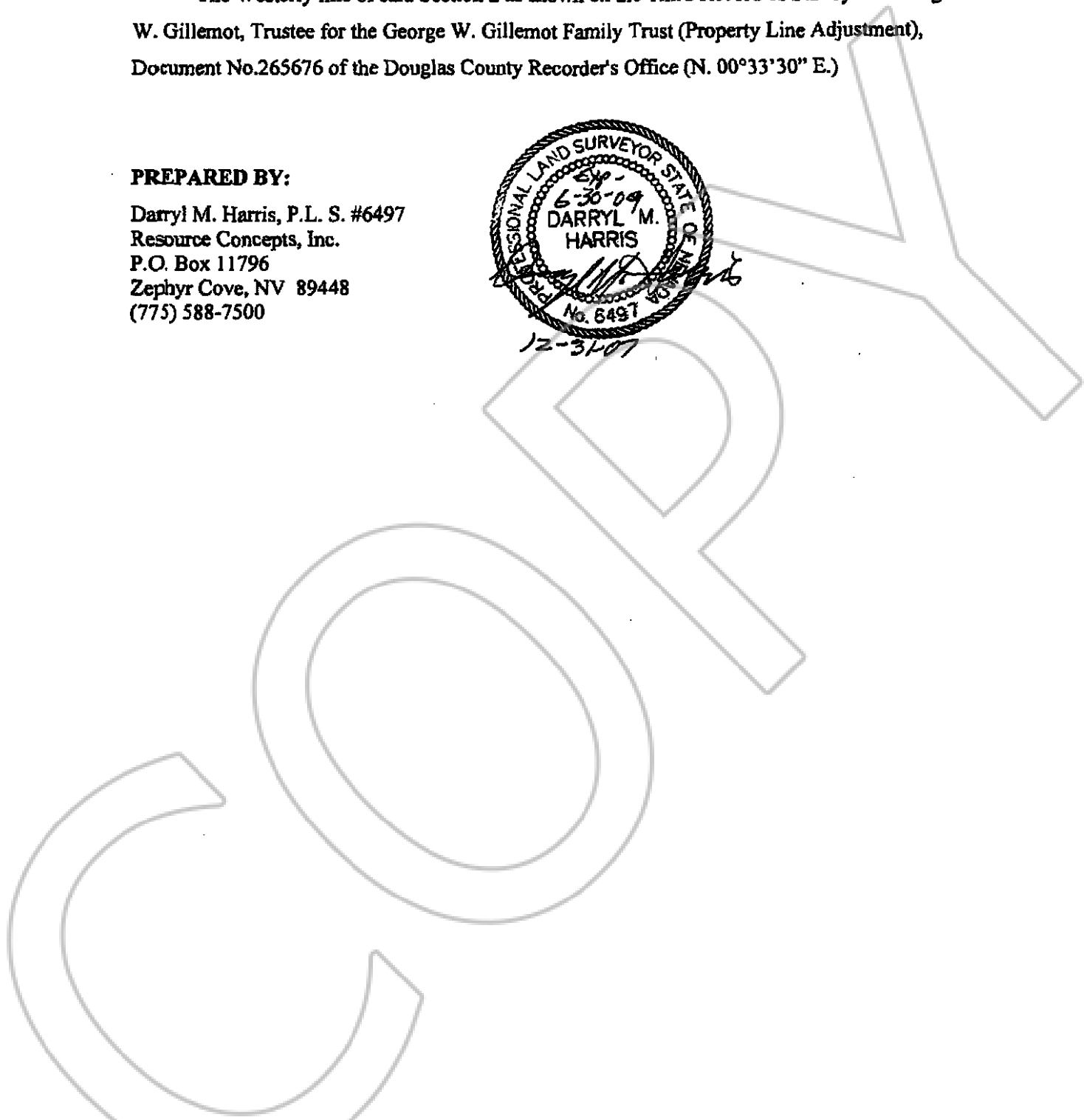
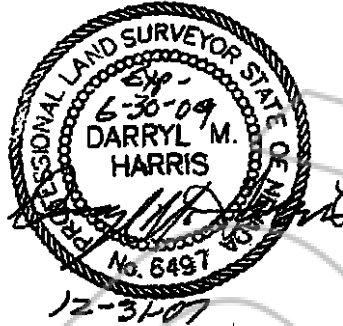
Containing 31,801 square feet (0.730 acres) more or less.

**Basis Of Bearing**

The Westerly 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 "C"**  
**Legal Description**

*(See attached.)*

COPY

**Parcel 3-A (APN 1418-02-410-001:**

A strip of land twenty four feet wide located within the Southwest one-quarter of the Southwest one-quarter of Section 2, Township 14 North, Range 18 East, M.D.M., Douglas County, Nevada, for access easement purposes being more particularly described as follows:

BEGINNING at a point on the South 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, which bears N. 89°46'38" E., 28.54 feet from the northwest corner thereof;

thence 16.43 feet along the arc of a curve to right having a central angle of 11°28'47" and a radius of 82.00 feet, (chord bears N. 24°18'02" E., 16.40 feet);  
thence N. 30°02'25" E., 12.42 feet;

thence 71.51 feet along the arc of a curve to the right having a central angle of 56°54'07" and a radius of 72.00 feet, (chord bears N. 58°29'29" E., 68.60 feet);

thence N. 86°56'32" E., 35.99 feet;

thence 46.47 feet along the arc of a curve to the right having a central angle of 12°06'08" and a radius of 220.00 feet, (chord bears S. 87°00'24" E., 46.38 feet);

thence S. 80°57'19" E., 83.66 feet;

thence 37.25 feet along the arc of a curve to the left having a central angle of 44°27'52" and a radius of 48.00 feet, (chord bears N. 76°48'45" E., 36.32 feet);  
thence N. 54°34'49" E., 10.49 feet;

thence 38.14 feet along the arc of a curve to the left having a central angle of 34°41'05" and a radius of 63.00 feet, (chord bears N. 37°14'16" E., 37.56 feet);

thence N. 19°53'44" E., 17.05 feet;

thence 29.93 feet along the arc of a curve to the left

having a central angle of  $35^{\circ}43'50''$  and a radius of 48.00 feet, (chord bears N.  $02^{\circ}01'49''$  E., 29.45 feet);

thence N.  $15^{\circ}50'07''$  W., 93.95 feet;

thence 83.37 feet along the arc of a curve to the right having a central angle of  $12^{\circ}11'09''$  and a radius of 392.00 feet, (chord bears N.  $09^{\circ}44'32''$  W., 83.22 feet);

thence N.  $03^{\circ}38'57''$  W., 14.94 feet;

thence 76.16 feet along the arc of a curve to the right having a central angle of  $28^{\circ}42'31''$  and a radius of 152.00 feet, (chord bears N.  $10^{\circ}42'18''$  E., 75.37 feet);

thence N.  $25^{\circ}03'33''$  E., 61.69 feet;

thence 29.98 feet along the arc of a curve to the right having a central angle of  $13^{\circ}05'29''$  and a radius of 131.22 feet, (chord bears N.  $31^{\circ}36'18''$  E., 29.92 feet);

thence N.  $38^{\circ}09'05''$  E., 25.03 feet;

thence 37.51 feet along the arc of a curve to the right having a central angle of  $58^{\circ}05'25''$  and a radius of 37.00 feet, (chord bears N.  $67^{\circ}11'48''$  E., 35.93 feet);

thence S.  $83^{\circ}45'30''$  E., 37.93 feet to a point on the Easterly line of said Parcel 3-A;

thence S.  $25^{\circ}47'36''$  E., along said Easterly line, 3.31 feet;

thence S.  $31^{\circ}09'00''$  W., continuing along said Easterly line, 23.37 feet;

thence N.  $83^{\circ}45'30''$  W., 29.85 feet;

thence 13.18 feet along the arc of a curve to the left having a central angle of  $58^{\circ}05'25''$  and a radius of 13.00 feet, (chord bears S.  $67^{\circ}11'48''$  W., 12.62 feet);

thence S.  $38^{\circ}09'05''$  W., 25.03 feet;

thence 24.50 feet along the arc of a curve to the left having a central angle of  $13^{\circ}05'29''$  and a radius of 107.22 feet, (chord bears S.  $31^{\circ}36'18''$  W., 24.45 feet);

thence S.  $25^{\circ}03'33''$  W., 61.69 feet;

thence 64.14 feet along the arc of a curve to the left having a central angle of  $28^{\circ}42'31''$  and a radius of 128.00 feet, (chord bears S.  $10^{\circ}42'18''$  W., 63.47 feet);

thence S.  $03^{\circ}38'57''$  E., 14.94 feet;

thence 78.27 feet along the arc of a curve to the left having a central angle of  $12^{\circ}11'09''$  and a radius of 368.00 feet, (chord bears S.  $09^{\circ}44'32''$  E., 78.12 feet);

thence S.  $15^{\circ}50'07''$  E., 93.95 feet;

thence 44.90 feet along the arc of a curve to the right having a central angle of  $35^{\circ}43'50''$  and a radius of 72.00 feet, (chord bears S.  $02^{\circ}01'49''$  W., 44.18 feet);

thence S.  $19^{\circ}53'44''$  W., 17.05 feet;

thence 52.67 feet along the arc of a curve to the right having a central angle of  $34^{\circ}41'05''$  and a radius of 87.00 feet, (chord bears S.  $37^{\circ}14'16''$  W., 51.87 feet);

thence S.  $54^{\circ}34'49''$  W., 10.49 feet;

thence 55.88 feet along the arc of a curve to the right having a central angle of  $44^{\circ}27'52''$  and a radius of 72.00 feet, (chord bears S.  $76^{\circ}48'45''$  W., 54.48 feet);

thence N.  $80^{\circ}57'19''$  W., 83.66 feet;

thence 41.40 feet along the arc of a curve to the left having a central angle of  $12^{\circ}06'08''$  and a radius of 196.00 feet, (chord bears N.  $87^{\circ}00'24''$  W., 41.32 feet);

thence S.  $86^{\circ}56'32''$  W., 35.99 feet;



thence 47.67 feet along the arc of a curve to the left having a central angle of  $56^{\circ}54'07''$  and a radius of 48.00 feet, (chord bears S.  $58^{\circ}29'29''$  W., 45.74 feet);

thence S.  $30^{\circ}02'25''$  W., 12.42 feet;

thence 3.22 feet along the arc of a curve to left having a central angle of  $03^{\circ}11'01''$  and a radius of 58.00 feet, (chord bears S.  $28^{\circ}26'55''$  W., 3.22 feet) to a point on the South line of said Section 2;

thence S.  $89^{\circ}46'38''$  W., 25.99 feet to the POINT OF BEGINNING.

Containing 20,083 square feet more or less.

**Basis of Bearing:**

The South 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), as Document 265676 of the Douglas County Recorder's Office (S.  $89^{\circ}46'38''$  W.)

Per NRS 111.312, this legal description was prepared by Darryl M. Harris, PLS, Resource Concepts, Inc., Post Office Box 11796, 212 Elks Point Road, Suite 41, Zephyr Cove, Nevada 89448