

30

DOC # 0761983  
04/13/2010 11:24 AM Deputy: SG  
OFFICIAL RECORD  
Requested By:  
ANDREW WOLF

APN: 1418-03-401-009, 1418-03-401-01,  
and 1418-03-401-005

Recording requested by and  
after recording, return to:

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 22 Fee: 35.00  
BK-0410 PG- 2329 RPTT: 0.00



Lake House, LLC  
✓ 917 Tahoe Blvd, Suite 200  
Incline Village, NV 89451

The undersigned hereby affirms that there are no  
social security numbers contained in this document.

**EASEMENT AGREEMENT**

This Easement Agreement ("Agreement") is made effective as of April 8<sup>th</sup>,  
2010, by and between LAND'S END ASSOCIATION, LLC, a Nevada limited liability  
company ("LEA"), of 6121 Lakeside Drive, Suite 260, Reno, NV 89511; and LAKE  
HOUSE, LLC, a Delaware limited liability company ("Lake House"), of 917 Tahoe  
Blvd, Suite 200, Incline Village, NV 89451.

**RECITALS**

1. LEA is the owner of certain real property located in Douglas County, State  
of Nevada, commonly known as Land's End Drive, more particularly described as  
"Excepted Portion of Parcel 1," "Excepted Portion of Parcel 2," "Excepted Portion  
of Parcel 3" and "Excepted Portion of Parcel 4," as set forth in Exhibit "A" attached  
hereto and made a part hereof (APN 1418-03-401-009).

2. This Easement Agreement deals exclusively with the "Excepted Portion of  
Parcel 4" as set forth in Exhibit "A"; for convenience, said property is referred to  
herein as the "LEA Property." The LEA Property is contiguous to and lies between  
the two parcels comprising the Lake House Property, described below.

3. Lake House is the owner of certain real property located in Douglas  
County, State of Nevada, commonly known as 2231 Land's End Drive, more  
particularly described in Exhibit "B" attached hereto and made a part hereof (APN

1418-03-401-01 and 1418-03-401-005); for convenience, said property is referred to herein as the "Lake House Property."

4. Lake House desires to receive, and LEA desires to convey to Lake House, a public utilities easement appurtenant to the Lake House Property, in which the Lake House Property shall be the dominant tenement and in which the LEA Property shall be the servient tenement.

### GRANT OF EASEMENT

For and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, LEA hereby grants to Lake House, and its successors in title to the Lake House Property, a permanent and nonexclusive easement in perpetuity appurtenant to the Lake House Property in, under and through the LEA Property as hereinafter further defined and limited ("Easement"). The Easement covers the entire portion of the LEA Property which lies to the East of a straight line drawn between two existing property corners identified in LEA's Record of Survey Map recorded December 12, 2008, as Document No. 734488, Book 1208, Page 2824, Douglas County Records ("LEA's Record of Survey Map"), which have been labeled respectively "X" and "Y" on the attached diagram, **Exhibit "C"** Page 2 of 2, and which area is indicated by a series of parallel lines drawn on Exhibit "C" incorporated by reference and made a part hereof ("Easement Area").

The use of the Easement and the Easement Area by Lake House shall be limited to the following rights: (i) to install and maintain a new transformer, pad and related improvements; (ii) to excavate a trench from the new transformer to the existing electrical conduit located within Land's End Drive; (iii) to install and maintain an electrical conduit from the new transformer to the existing conduit located within Land's End Drive; (iv) to construct an all natural dry stack boulder retaining wall in the immediate vicinity of the new transformer; (v) to install and maintain up to two electric meters and junction boxes, together with connections, cables and wiring to enable the Lake House Property and its owners and occupants to effectuate complete and uninterrupted connections to any and all electric power, television, telephone and communication facilities that are now or in the future may be installed upon or in the LEA Property, and to excavate a trench upon the LEA Property for such purposes; (vi) to install, within the same excavated trench and area as the electrical conduit and electric power components listed above, additional cables and

conduits for telephone, cable television, internet and other communications services; and (vii) to excavate, install, construct, operate, inspect, repair, maintain, reconstruct, alter, and improve such facilities. For convenience, the foregoing work, construction and improvements are all collectively called the "Facilities." The facilities shall be installed within the Easement Area in the approximate alignment and path labeled "Facilities Alignment" shown in Exhibit "C" incorporated by reference and made a part hereof. The parties agree that the Facilities Alignment shown in Exhibit "C" is a conceptual sketch and is not intended to portray a surveyed location and is not made to scale. The parties also agree that excavation could reveal rock outcroppings, boulders and other sub-surface conditions requiring a different path for the Facilities within the Easement Area from the one indicated in Exhibit "C"; and this Easement authorizes installation upon such an alternate path and alignment for the Facilities within the Easement Area to the extent necessary to avoid blasting or other undue expense. The parties also agree that hardware and electrical engineering requirements may change and that this Easement Agreement authorizes the installation of conduits, hardware and other components in an alternate configuration underground within the Easement Area from that herein specified, if required by law, governing agencies, or by the particular utility providers, so long as Lake House and its successors comply with the non-interference provisions of Paragraph 6 below.

### AGREEMENT

As material consideration for the foregoing grant of easement, the parties agree to the following terms and conditions, all of which benefits and burdens shall run with the land:

1. Scope. This Easement is appurtenant to the Lake House Property. The rights granted under this Easement shall benefit all present and future owners and tenants of the Lake House Property and of any interest therein.

2. Expenses. The present and future owners of the Lake House Property shall pay all expenses incurred to install, construct, operate, inspect, repair, maintain, reconstruct, alter and improve the Facilities identified above within the LEA Property which connect to and serve only the Lake House Property, provided, however, that neither Lake House nor any future owner of the Lake House Property shall be obligated to pay such costs which do not connect to and serve only the Lake House Property. Lake House and the successors in title to Lake House shall, without cost to LEA, backfill the trench excavated from the new transformer to the existing electrical

conduit located within Land's End Drive, cause the condition and appearance of the surface of the affected LEA Property to be returned to the condition and appearance that existed before the Facilities were constructed, and repair and maintain such returned condition and appearance in the future.

3. Indemnity – Mechanics' Liens. The present and future owners of the Lake House Property shall defend, indemnify and hold LEA and the future owners of the LEA Property harmless from all non-payment and mechanic's lien claims caused by or arising out of the installation, construction, repair or maintenance of the Facilities identified above within the LEA Property which connect to and serve only the Lake House Property. Such obligations to defend, indemnify and hold harmless include, but are not limited to, attorney's fees and costs incurred by LEA as a result of any such claims. In addition, the present and future owners of the Lake House Property shall, without cost to LEA, forthwith remove any mechanic's lien recorded against the LEA Property caused by or arising out of the installation, construction, repair or maintenance of the Facilities identified above within the LEA Property which connect to and serve only the Lake House Property.

4. Indemnity – Bodily Injury and Property Damage. The present and future owners of the Lake House Property shall defend, indemnify and hold LEA and the future owners of the LEA Property harmless from bodily injury and property damage claims and liabilities caused by or arising out of the installation, construction, repair or maintenance of the Facilities identified above within the LEA Property which connect to and serve only the Lake House Property. Furthermore, the present and future owners of the Lake House Property shall be obligated to pay for the reasonable cost to repair or replace physical damage to tangible property caused by or arising out of the installation, construction, repair or maintenance of such Facilities. Such obligations to defend, indemnify and hold harmless include, but are not limited to, attorney's fees and costs incurred by LEA as a result of any such claims.

5. No Interference – Easement. The present and future owners of the Lake House Property shall be entitled, in perpetuity, to the uninterrupted use and enjoyment of this Easement. LEA and the future owners of the LEA Property shall not construct any improvement or landscaping, or undertake any other act, which would materially interfere with such use and enjoyment of this Easement.

6. No Interference – Land’s End Drive. The present and future owners of the LEA Property, and the various holders of easements to use Land’s End Drive, shall be entitled in perpetuity to the uninterrupted use and enjoyment of Land’s End Drive, except for minor temporary inconveniences occurring during construction or repair of the Facilities. The use and enjoyment of this Easement granted to Lake House shall not interfere with passage over Land’s End Drive, except for minor temporary inconveniences occurring during construction or repair of the Facilities.

7. Recordation. A duplicate original of this Agreement, or a memorandum of it, shall be recorded at the expense of Lake House in the records of the Douglas County Recorder’s Office within thirty (30) days after the execution and delivery of this Agreement.

8. Disputes. This Agreement shall be governed by Nevada law. Any action to enforce or interpret this Agreement shall be filed in the appropriate state court of Nevada, situated in Douglas County, which shall be the sole venue for such proceedings. The prevailing party in an action to enforce or interpret this Agreement shall be entitled to recover its reasonable attorney’s fees as determined by the court.

9. Notices. Notices under this Agreement shall be sent in writing to the owner of record of the affected property at the address that appears in the records of the Douglas County Assessor’s Office at the time such notice is given.

10. Warranty of Authority

(a) Each undersigned party and signatory represents and warrants that it/he/she is fully authorized by law to execute and deliver this Agreement without the action or consent of any other person, board or other entity, and that this Agreement does not violate any agreement, charter, bylaws or operating agreement affecting such party and/or signatory.

(b) LEA represents and warrants that it is the sole legal owner of the LEA Property, at the time of both execution and recording of this Agreement.

(c) Lake House represents and warrants that it is the sole legal owner of the Lake House Property, at the time of both execution and recording of this Agreement.

11. Binding Effect

(a) This Agreement shall be binding upon, and shall inure to the benefit of, each party and its respective heirs, successors, estate and assigns.

(b) The benefits and burdens of this Agreement shall run with the land.

(c) For no additional consideration, and as further consideration for the payment by Lake House described above, LEA shall execute, acknowledge and deliver to Lake House concurrently with the execution and delivery of this agreement an additional instrument (for immediate recording by and at the sole expense of Lake House) presently conveying a public utilities easement to NV Energy (successor to Sierra Pacific Power Company), in a form reasonably acceptable to Lake House, that establishes the right of NV Energy and its affiliates, successors and assigns in perpetuity to install and maintain electric power, television, telephone and communications facilities upon the four LEA parcels described in Exhibit A, and to excavate a trench for such purposes. With the written consent of Lake House or any successor in title to the Lake House Property, which consent shall not be unreasonably withheld, LEA or its successors may execute an amendment of such instrument, provided that any such amendment shall not cause the interruption or termination of any utilities or facilities utilized by the Lake House Property or by its owners and occupants.

(d) LEA and Lake House, and their respective successors in title to their respective properties, shall execute, acknowledge and deliver such additional instruments as may, from time to time, be reasonable or necessary to carry out the intent of this agreement.

Executed and agreed on the dates written below.

LAKE HOUSE, LLC

By: 

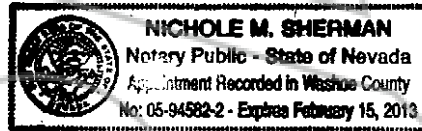
John W. Blackburn, Manager



STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on April 7, 2010, by John W. Blackburn, as Manager of LAKE HOUSE, LLC, a Delaware limited liability company

Nichole M. Sherman  
Notary Public



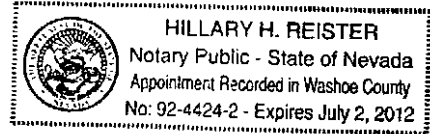
LAND'S END ASSOCIATION, LLC

By: Richard W. Harris  
Richard W. Harris, Managing Member

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on April 1st, 2010, by Richard W. Harris as Manager of LAND'S END ASSOCIATION, LLC, a Nevada limited liability company.

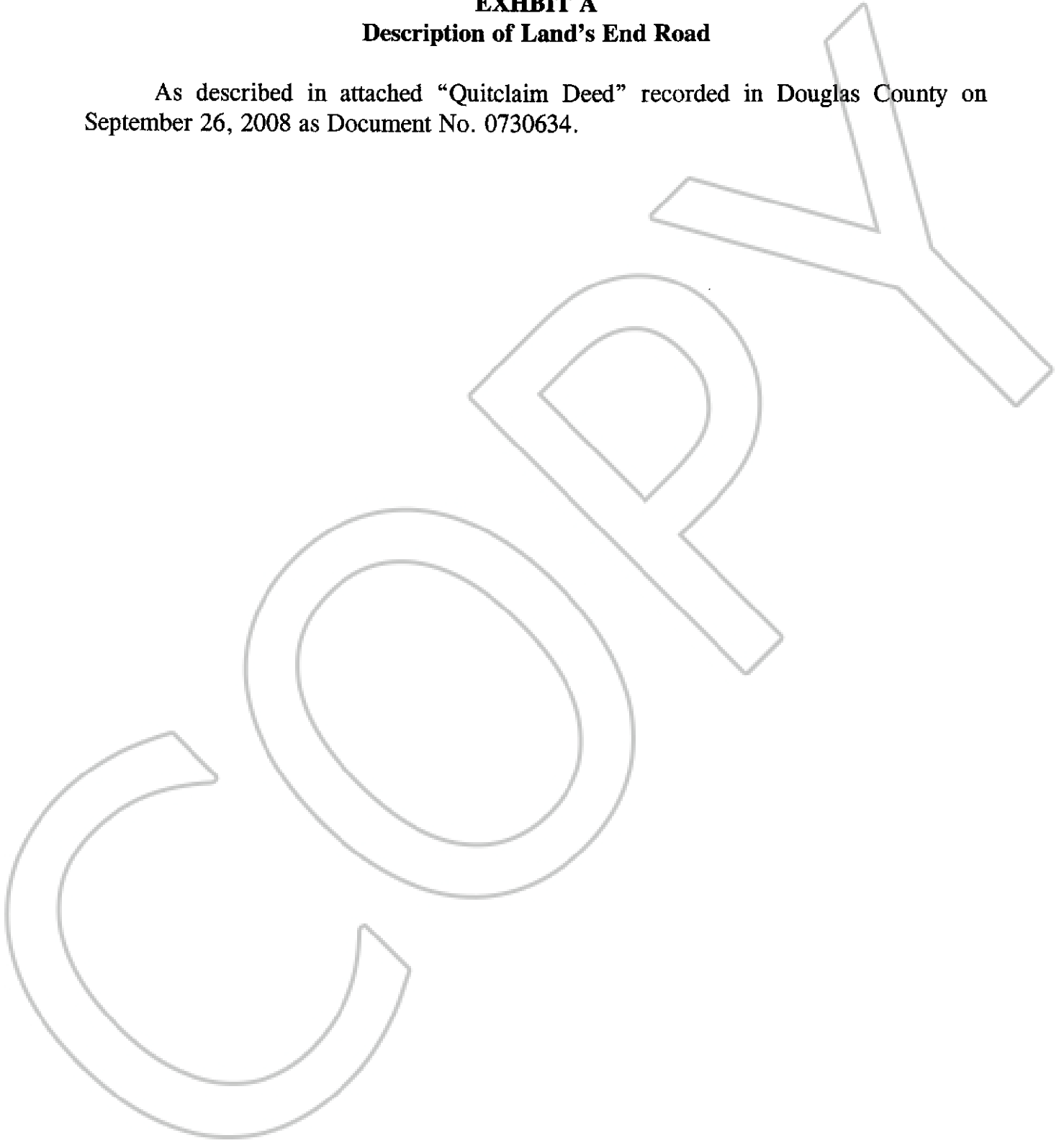
Hillary H. Reister  
Notary Public



Land's End/7642  
Lake House Easement Agreement (File 3)  
Easement Agreement (Land's End & Lake House) (4-10)

**EXHIBIT A**  
**Description of Land's End Road**

As described in attached "Quitclaim Deed" recorded in Douglas County on September 26, 2008 as Document No. 0730634.





45

0761983 Page: 9 Of 22 04/13/2010 BK- 0410 PG- 2337

DOC # 0730634  
09/26/2008 11:42 AM Deputy: PK  
OFFICIAL RECORD  
Requested By:  
RICHARD HARRIS PC

Recorded at request of  
and return to:

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 7 Fee: 45.00  
BK-0908 PG- 5701 RPTT: # 1

Richard W. Harris, Esq.  
Harris & Thompson  
✓ 6121 Lakeside Drive, Suite 260  
Reno, Nevada 89511

APN: 1418-03-401-009

Send Tax Statements to:  
Land's End Association, LLC  
c/o Nancy Hodge  
12510 Clearwater Drive  
Reno, Nevada 89511

**QUITCLAIM DEED**

THIS QUITCLAIM DEED is made this 17<sup>th</sup> day of September, 2008 by and  
between the LAND'S END ASSOCIATION, a Nevada general partnership  
("Grantor"); and the LAND'S END ASSOCIATION, LLC, a Nevada limited liability  
company, whose address is c/o Richard W. Harris, Esq., 6121 Lakeside Drive, Suite  
260, Reno, Nevada 89511 ("Grantee").

**WITNESSETH**

Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other  
valuable consideration paid to it by Grantee, does hereby remise, release, and forever  
quitclaim unto Grantee all of Grantor's right, title, and interest in and to that certain

lot, piece, or parcel of land situated in Douglas County, Nevada, which is more particularly described on Exhibit A attached hereto.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all of the right, title and interest of Grantor in and to said property, together with the appurtenances, unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has hereunto executed this Quitclaim Deed the day and year first above written.

LAND'S END ASSOCIATION, a Nevada general partnership

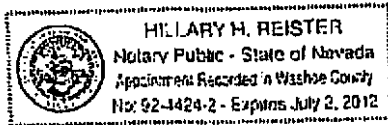
By *Richard W. Harris*

RICHARD W. HARRIS,  
Managing Partner, pursuant to authority set forth in Articles of General Partnership



STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

On this 17th day of September, 2008, before me a Notary Public in and for said County and State, personally appeared RICHARD W. HARRIS, Managing Partner and Signing Authority of the LAND'S END ASSOCIATION, a Nevada general partnership, who executed the above QUITCLAIM DEED, and acknowledged to me that he executed the same for the purposes stated therein.



*Hillary H. Reister*  
NOTARY PUBLIC

land's end association, llc/7642  
qcd (9-08)



EXHIBIT A  
LEGAL DESCRIPTION

Parcels of land situated in the Northwest 1/4 of Section 3, Township 14 North, Range 18 East, M.D.B. & M., Douglas County, Nevada, being the excepted parcels of Parcels 2 and 3 as described in Document 21668 a deed in Book 15 at Pages 361-368 and being the excepted parcels of Parcels 1 and 4 as described in Document 21670 a deed in Book 15 at Pages 377-384 both as filed in the office of the Recorder of Douglas County January 17, 1963, said excepted parcels being more particularly described as follows:

EXCEPTED PORTION OF PARCEL 2

Commencing at the west quarter corner of Section 3, Township 14 North, Range 18 East, M.D.B. & M., marked on the ground by a 2 inch pipe in a mound of stone;

Thence South 89°21'00" East along the east-west center line of said Section 3 a distance of 1312.03 feet to a 2 inch pipe at the northeast corner of the property of land described in the deed to W. J. Harris, recorded in Book U, Page 89, Deed Records;

Thence South 0°39'00" East along the eastern line of Harris parcel 1432.99 feet;

Thence South 73°07'00" West 138.17 feet to the true POINT OF BEGINNING;

Thence South 73°07'00" West 42.66 feet;

Thence South 79°10'30" West 96.31 feet;

Thence South 50.91 feet (Deed record 50.90 feet);

Thence North 79°10'30" East 108.52 feet;

Thence North 73°07'00" East 30.13 feet (Deed record 30.12 feet);

Thence North 52.25 feet (Deed record 52.24 feet) to the true POINT OF BEGINNING.

EXCEPTED PORTION OF PARCEL 3

Commencing at the west quarter corner of Section 3, Township 14 North, Range 18 East, M.D.B. & M., marked on the ground by a 2 inch pipe in a mound of stone;

Thence South 89°21'00" East along the east-west center line of said Section 3 a distance of 1312.03 feet to a 2 inch pipe at the northeast corner of the property of land described in the deed to W. J. Harris, recorded in Book U, Page 89, Deed Records;

Thence South 0°39'00" East along the eastern line of Harris parcel 1432.99 feet;

Thence South 73°07'00" West 180.83 feet;

Thence South 79°10'30" West 93.31 feet to the true POINT OF BEGINNING;

Thence South 79°10'30" West 137.87 feet;

Thence South 50.91 feet (Deed record 50.90 feet);

Thence North 79°10'30" East 137.87 feet;

Thence North 50.91 feet (Deed record 50.90 feet) to the true POINT OF BEGINNING.

EXCEPTED PORTION OF PARCEL 1

Commencing at the west quarter corner of Section 3, Township 14 North, Range 18 East, M.D.B. & M., marked on the ground by a 2 inch pipe in a mound of stone;

Thence South 89°21'00" East along the east-west center line of said Section 3 a distance of 1312.03 feet to a 2 inch pipe at the northeast corner of the property of land described in the deed to W. J. Harris, recorded in Book U, Page 89, Deed Records;

Thence South 0°39'00" East along the eastern line of Harris parcel 1432.99 feet to the true POINT OF BEGINNING;

Thence South 73°07'00" West 138.17 feet;

Thence South 52.25 feet (Deed record 52.24 feet);

Thence North 79°10'30" East 138.79 feet to the eastern line of said Harris parcel;

Thence North 0°39'00" West along the last mentioned line 52.08 feet to the true POINT OF BEGINNING.

EXCEPTED PORTION OF PARCEL 4

Commencing at the west quarter corner of Section 3, Township 14 North, Range 18 East, M.D.B. & M., marked on the ground by a 2 inch pipe in a mound of stone;

Thence South 89°21'00" East along the east-west center line of said Section 3 a distance of 1312.03 feet to a 2 inch pipe at the northeast corner of the property of land described in the deed to W. J. Harris, recorded in Book U, Page 89, Deed Records;

Thence South 0°39'00" East along the eastern line of Harris parcel 1432.99 feet;

Thence South 73°07'00" West 180.83 feet;

Thence South 79°10'30" West 234.18 feet to the true POINT OF BEGINNING;

Thence South 79°10'30" West 64.03 feet;



Thence South 71°47'50" West 74.30 feet;

Thence South 65°54'30" East 70.68 feet;

Thence North 79°10'30" East 70.20 feet;

Thence North 50.91 feet (Deed record 50.90 feet) to the true POINT OF BEGINNING.

Attached hereto is a plat labeled Exhibit "B" and by this reference made a part hereof.

The legal descriptions above previously appeared in said Document 21668, Book 15, Pages 361-368 and Document 21670, Book 15, Pages 377-384 as filed in the office of the Recorder of Douglas County.

Prepared by:

_____	<u>4/17/2008</u>
Lonnie R. Kirby	Date
	License Expires <u>6/30/2009</u>

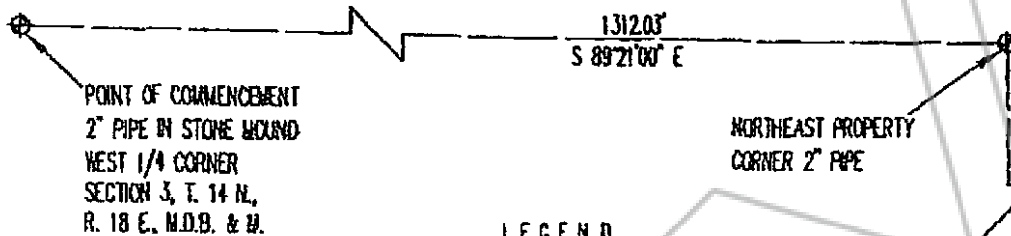


K.B. Foster Civil Engineering Inc  
P.O. Box 129  
Carmelian Bay, CA. 96140  
(530) 546-3381



# EXHIBIT B

EXCEPTING THEREFROM PARCELS OF PARCELS 1, 2, 3, & 4  
 SECTION 3, TOWNSHIP 14 NORTH, RANGE 18 EAST, M.D.B. & M., DOUGLAS COUNTY, NEVADA



LINE	BEARINGS	DISTANCE
L1	S 73°07'00" W	138.17'
L2	S 00°00'00" W	52.25'
L3	S 73°07'00" W	138.79'
L4	S 00°39'00" E	52.08'
L5	S 73°07'00" W	42.66'
L6	S 79°10'30" W	98.31'
L7	N 00°00'00" E	50.91'
L8	S 79°10'30" W	108.52'
L9	S 73°07'00" W	30.13'
L10	S 79°10'30" W	137.87'
L11	S 00°00'00" E	50.91'
L12	S 79°10'30" W	137.87'
L13	S 79°10'30" W	64.03'
L14	S 71°47'50" W	74.30'
L15	S 65°54'30" E	70.68'
L16	S 79°10'30" W	70.20'



SCALE 1"=200'

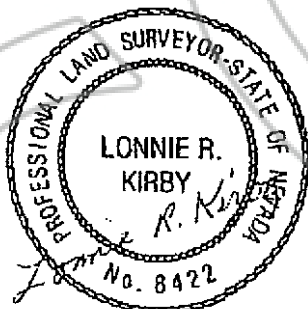
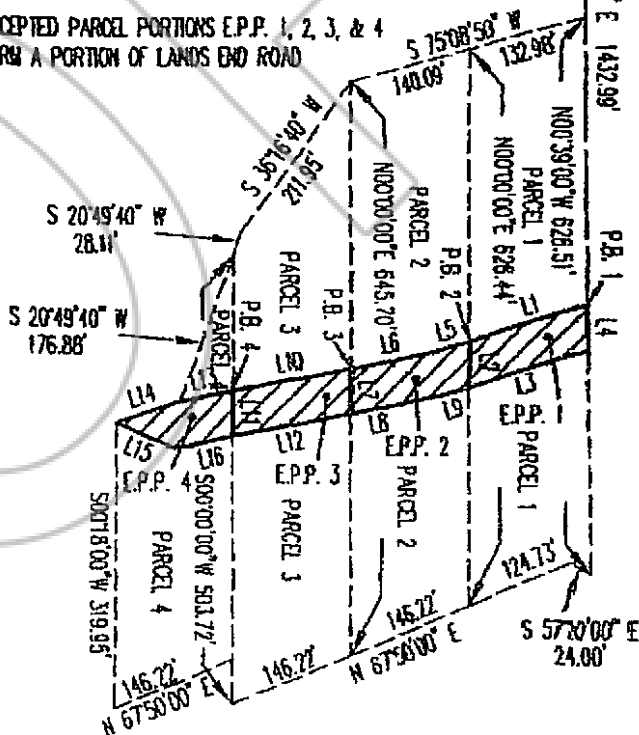
### LEGEND

- PARCEL PROPERTY LINE
- - - TIE LINES
- - - ADJACENT PROPERTY LINE
- E.P.P. 1 EXCEPTED PARCEL PORTION OF PARCEL 1, 2, 3, & 4
- P.B. POINT OF BEGINNING OF EXCEPTED PARCELS 1, 2, 3, & 4

### NOTE

THIS EXHIBIT PREPARED FROM DEED RECORD INFORMATION AND DOES NOT REPRESENT A FIELD SURVEY

EXCEPTED PARCEL PORTIONS E.P.P. 1, 2, 3, & 4 FORM A PORTION OF LANDS END ROAD



9/10/2008

License expires 6/30/2009

### BASIS OF BEARINGS:

SAME BASIS OF BEARINGS AS IN DOCUMENTS 21668 AND 21670 - DEEDS FILED IN BOOK 15 AT PAGES 361-368 AND BOOK 15 AT PAGES 377-384 DOUGLAS COUNTY OFFICIAL RECORDS

**K.D.FOSTER**  
 CIVIL ENGINEERING, INC.



0730634

Page: 7 Of 7

BK- 0908  
 PG- 5707

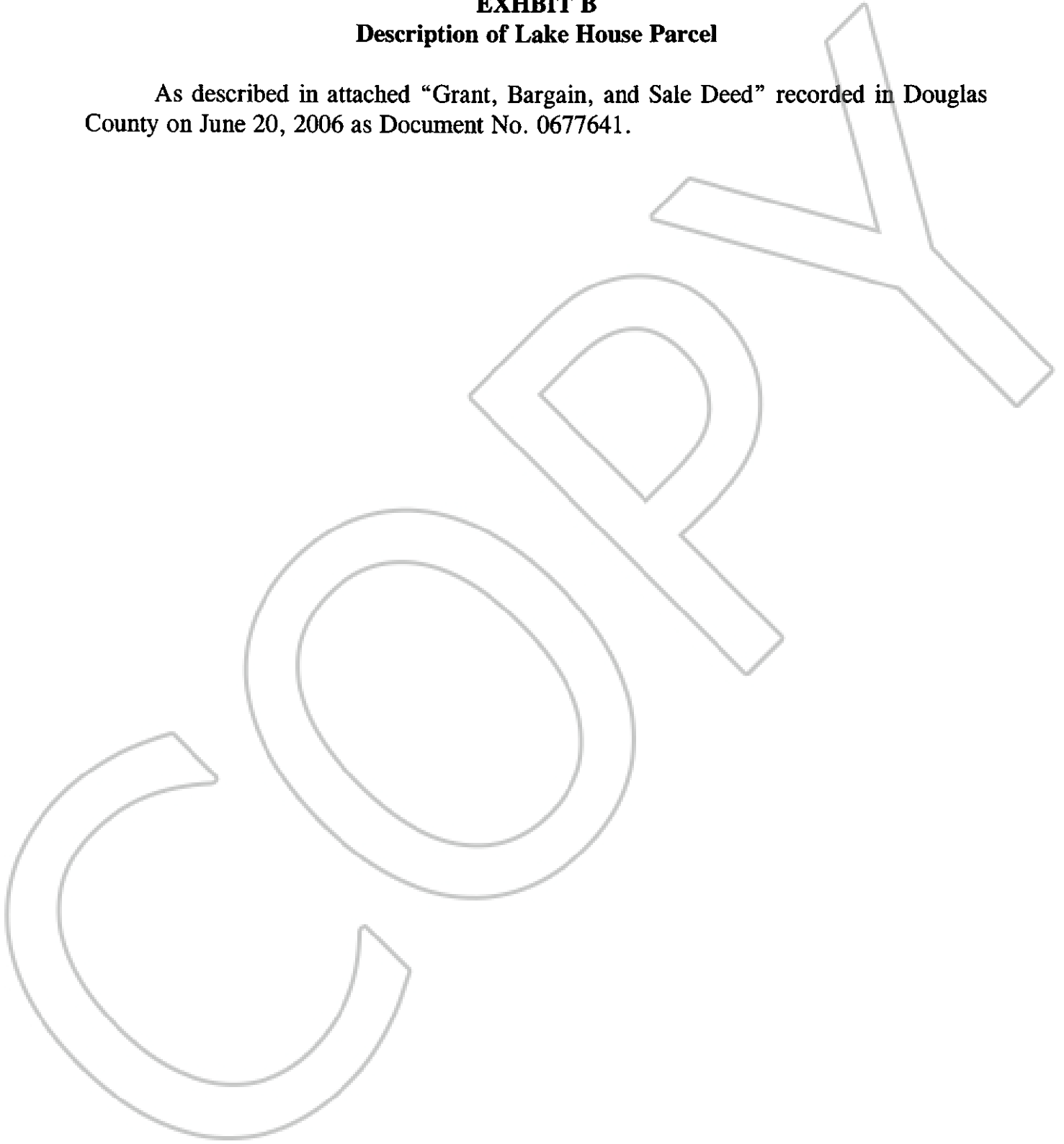
09/26/2008

SCALE: 1"=200' FILE # 08108



**EXHIBIT B**  
**Description of Lake House Parcel**

As described in attached "Grant, Bargain, and Sale Deed" recorded in Douglas County on June 20, 2006 as Document No. 0677641.





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BK- 0410  
PG- 2345

DOC # 0677641  
06/20/2006 03:09 PM Deputy: CF  
OFFICIAL RECORD  
Requested By:  
T S I TITLE & ESCROW

A.P. N.: 1418-03-401-005  
Escrow No.: 06-51401-RM  
R.P.T.T.: \$25,116.00

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 4 Fee: 17.00  
BK-0606 PG- 6785 RPTT: 25116.00



**WHEN RECORDED MAIL TO:**

Lake House, LLC  
C/O J.H. Whitney & Co.  
177 Broad Street  
Stamford, CT. 06901

**GRANT, BARGAIN and SALE DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Frank R. Randall, Trustee of the Frank R. Randall Living Trust dated September 16, 1987

do(es) hereby *GRANT, BARGAIN and SELL* to

Lake House, L.L.C.

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

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Parcel 1

Commencing at the West Quarter corner of Section 3, Township 14 North, Range 18 East, M.D.B. and M., marked on the ground by a 2 inch pipe in a mound of stone; thence South 89° 21' East along the East-West Center Line of said Section 3, a distance of 1312.03 feet to a 2 inch pipe at the Northeast corner of the parcel of land described in the Deed to W.J. Harris, recorded in Book U, page 89, Deed Records, thence South 0° 39' East along the Eastern line of Harris Parcel 1109.03 feet; thence South 75°08'50" West 273.07 feet; thence South 36°16'40" West 211.95 feet; thence South 20°49'40" West 28.11 feet, to the true point of beginning; thence South 20°49'40" West 176.88 feet; thence South 71°47'50" West 74.30 feet; thence South 0°18' West 319.95 feet to Meander Line of Lake Tahoe thence North 67°50' East along said Meander line of Lake Tahoe; 146.22 feet to line drawn South from the true point of beginning; thence North 503.72 feet to the true point of beginning. Situate in Lot 3 of said Section 3.

EXCEPTING THEREFROM the following described parcel:

Commencing at the West quarter corner of Section 3, Township 14 North, Range 18 East, M.D.B. and M., marked on the ground by a 2 inch pipe in a mound of stone; thence 89°21' East along the East-West center line of said Section 3, a distance of 1312.03 feet to a 2 inch pipe at the Northeast corner of the parcel of land described in the Deed to W. J. Harris, recorded in Book U, page 89, Deeds Records; thence South 0°39' East along the Eastern line of Harris parcel 1432.99 feet; thence South 73°07' West 180.83 feet; thence 79°10'30" West 234.18 feet to the true point of beginning; thence South 79°10'30" West 64.03 feet; thence South 71°47'50" West 74.30 feet; thence South 65°54'30" East 70.68 feet; thence North 79°10'30" East 70.20 feet; thence North 50.90 feet to the true point of beginning.

New A.P.N. 1418-03-401-001  
1418-03-401-005

Old A.P.N. 01-020-14 and the portion of A.P.N. 01-020-15 lying Northerly of the meander line

Parcel 2

Commencing at the West quarter corner of Section 3, Township 14 North, Range 18 East, M.D.B. & M., marked on the ground by a 2 inch pipe in a mound of stone; thence South 89°21' East along the East-West center line of said Section 3, a distance of 1312.03 feet to a 2 inch pipe at the Northeast corner of the parcel of land described in the Deed to W. J. Harris, recorded in Book U, page 89, Deed Records; thence South 0°39' East along the Eastern line of Harris Parcel 1109.03 feet; thence South 75°08'50" West 273.07 feet; thence South 36°16'40" West 211.95 feet; thence South 20°40'40" West 204.99 feet; thence South 71°47'50" West 74.30 feet; thence South 0°18' West 319.95 to Meander Line of Lake Tahoe, the true point of beginning; thence North 67°50' East along said Meander Line of Lake Tahoe 146.22 feet; thence South to Lake Tahoe; thence Southwesterly along Lake Tahoe to a line drawn South from the true point of beginning; thence North to the true point of beginning.

Excepting any portion of the above described property lying within the bed of Lake Tahoe below the line of natural ordinary high water and also excepting any artificial accretions to the land waterward of the line of natural ordinary high water or, if lake level has been artificially lowered, excepting any portion lying below an elevation of 6,223.00 feet, Lake Tahoe Datum established by N.R.S. 321.595.

A portion of old A.P.N. 01-020-15 lying lakeward of the meander line

Note: Parcel 2 above has no current A.P.N.

Parcel 3

Together with a non-exclusive easement and right of way, 50 feet wide, for roadway purposes, appurtenant to Parcels 1 and 2 herein above described, said easement and right of way described as follows:

Commencing at the West quarter of Section 3, Township 14 North, Range 18 East, M.D.B. & M., marked on the ground by a 2 inch pipe in a mound of stone; thence South 89°21' East along the East-West center line of said Section 3, a distance of 1312.03 feet to a 2 inch pipe at the Northeast corner of the parcel of land described in Deed to W. J. Harris, recorded in Book U, page 89, Deed Records; thence South 0°39' East along the Eastern line of Harris parcel 1432.99 feet to the true point of beginning; thence South 73°07' West 180.83 feet; thence South 79°10'30" West 298.21 feet; thence South 71°47'50" West 74.30 feet; thence South 65°54'30" East 70.68 feet, thence North 79°10'30" East 316.59 feet, thence North 73°07' East 168.91 feet to the Eastern line of said Harris parcel; thence North 0°39' West along the last mentioned line, 52.08 feet to the true point of beginning.

Also together with the non-exclusive right to use the easements and rights of way for roadway purposes conveyed to W. J. Harris in Deed recorded in Book U, page 67, Deed Records, Douglas County, Nevada.

Per N.R.S. 111.312 this legal description was previously recorded on October 1, 1997 in Book 1097 at Page 124 as Document No. 0422943 of Official Records, Douglas County, Nevada

Also together with those certain non-exclusive rights of vehicular ingress and egress as set forth in deeds and easements recorded September 12, 1977 in Book 977 of Official Records, Douglas County, Nevada at Pages 662, 682 and 692 as Document No's 12915, 12917 and 12918.

Parcel 4

Those certain appurtenant rights of easements for profit set forth in documents recorded September 12, 1977 in Book 977 of Official Records at Pages 662, 682 and 692 of Official Records as Document No. 12915, 12917 and 12918.

Those certain non exclusive easements for pedestrian, equestrian and public utilities as set forth in Deeds of Easements recorded September 12, 1977 in Book 977 of Official Records, Pages 712, 722 and 731 as Document No's. 12920, 12921 and 12922.

The width and location of said easements is not disclosed of record

Parcel 5

Those certain non-exclusive appurtenant easements thereto and described in that Deed of Easement made by Richard Grayson Ray et ux, as grantors in favor of Peter Joufflas, et al recorded January 26, 1981 in Book 181, Page 1490, Douglas County, Nevada as Document No. 52928 and as contained in that Deed of Easements made by said parties recorded November 4, 1981 in Book 1181, Page 322, as Document No. 61821.

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 thereof.

Date: May 31, 2006

Frank R. Randall  
Frank R. Randall, Trustee of The Randall Living Trust

State of Nevada;

County of Douglas ss:

On 5-31-2006

Before me, a Notary Public, personally appeared  
Frank R. Randall, Trustee of The Randall Living Trust

personally known to me -or-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

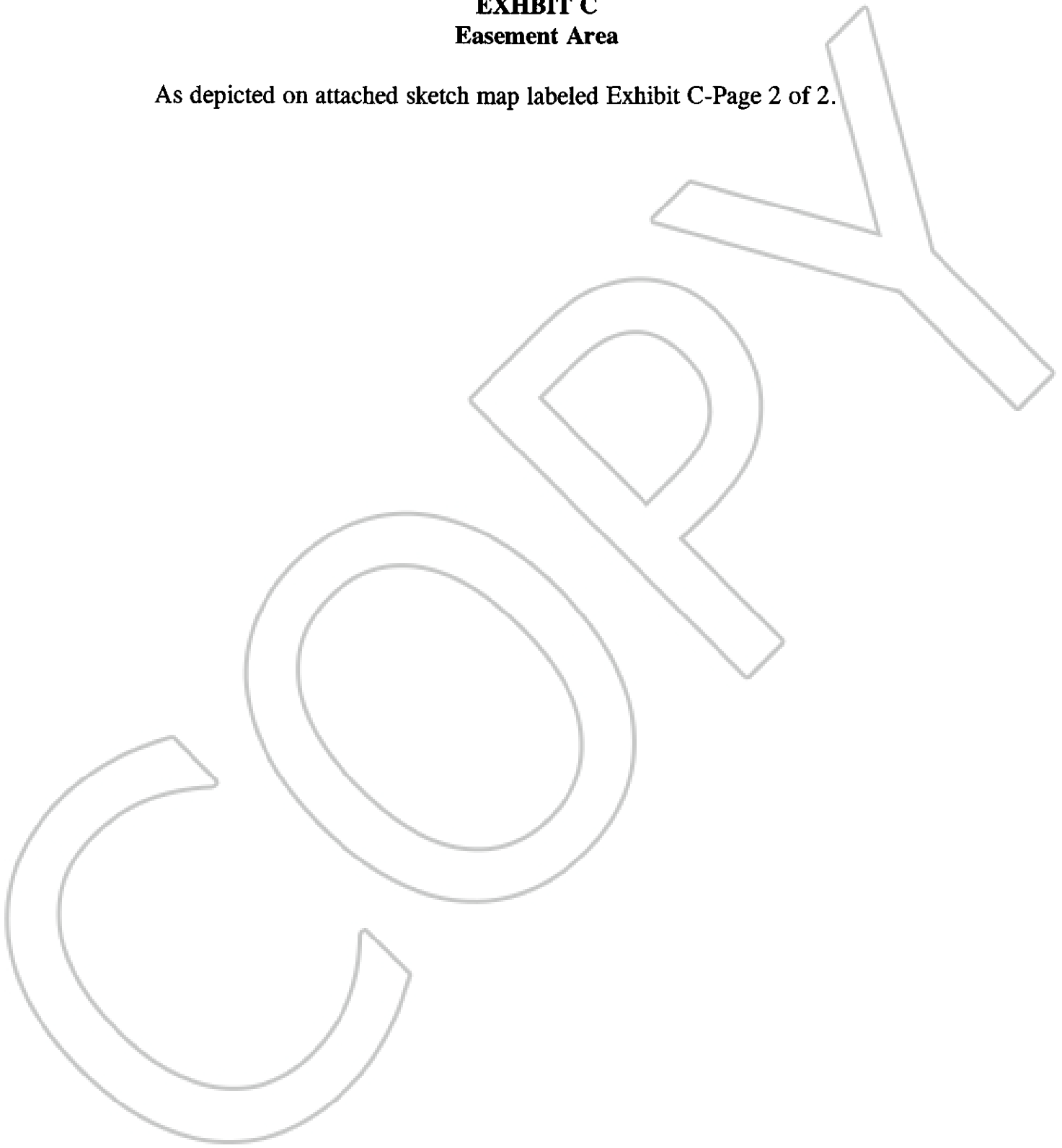
[Signature]

NAME (TYPED OR PRINTED)



**EXHIBIT C**  
**Easement Area**

As depicted on attached sketch map labeled Exhibit C-Page 2 of 2.



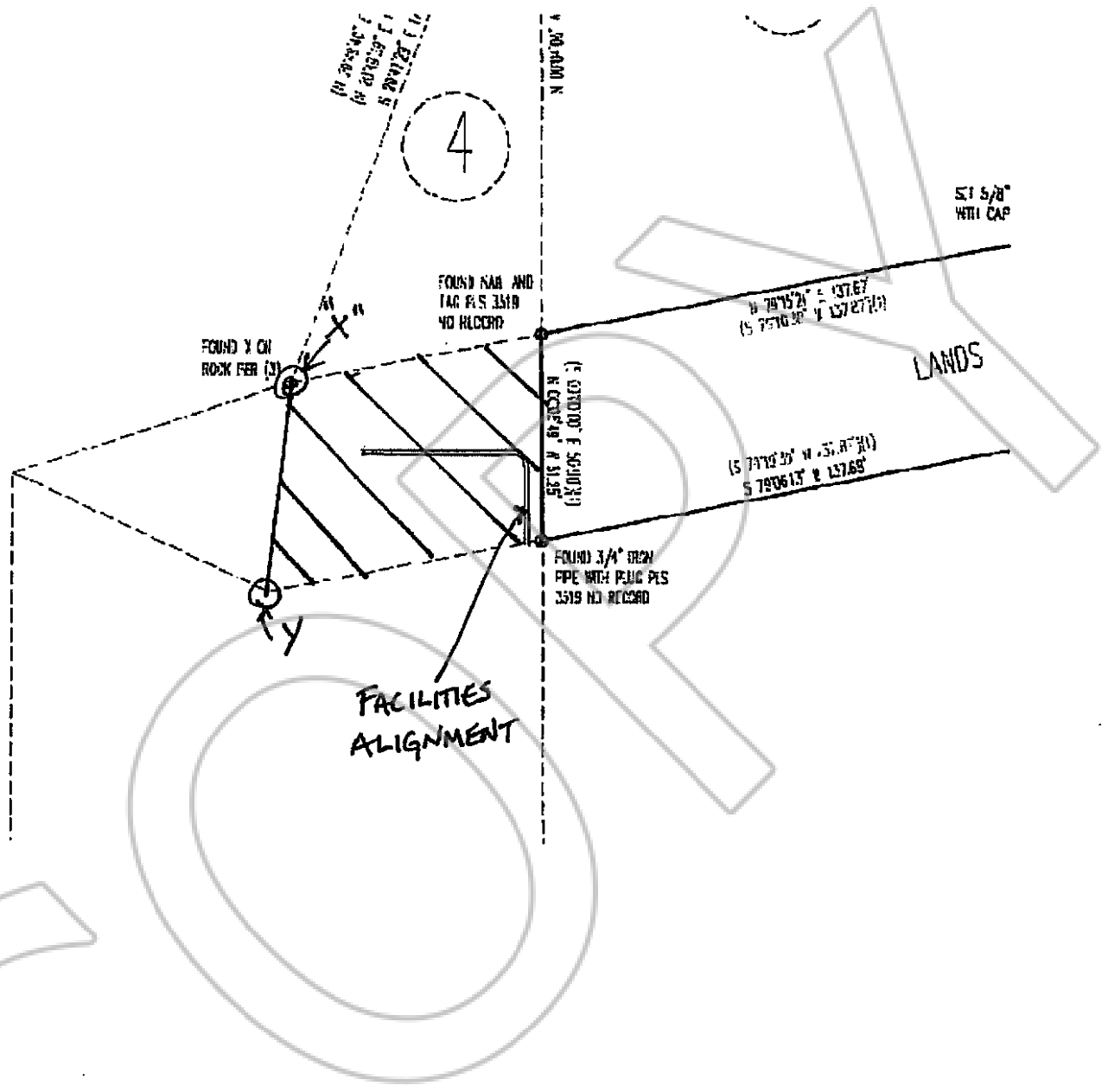


EXHIBIT "C"  
 (PAGE 2 of 2)