

Doc Number: **0845167**

06/25/2014 09:47 AM

OFFICIAL RECORDS

Requested By:

DC/DISTRICT ATTORNEY

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 32 Fee: \$ 0.00

Bk: 0614 Pg: 6033



Deputy: ar

Assessor's Parcel Number: 1318-23-401-038, 039, 041  
1318-23-040

Date: JUNE 25, 2014

Recording Requested By:

Name: CYNTHIA GREGORY, DEPUTY DA

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

REAL PROPERTY EXCHANGE AGREEMENT #2014.129

(Title of Document)

**REAL PROPERTY EXCHANGE AGREEMENT**

**FILED**

NO. 2014-129

2014 JUN 25 AM 9:31

**Between**  
**Bluth Trust UTD April 1993**  
1730 Highway 50  
Glenbrook, NV 89413  
(775)749-1057  
(Bluth)  
**And**  
**Douglas County,**  
a political subdivision of the State of Nevada  
P.O. Box 218  
Minden, NV 89423  
(775)782-9821  
(County)

TED THUAN  
CLERK  
*[Signature]*  
DEPUTY

This Exchange of Property Agreement ("Agreement") is made and entered into by and between the Bluth Trust (hereafter "Bluth") by and through its Trustees Charles P. Bluth and Cynthia C. Bluth and the Douglas County, a political subdivision of the State of Nevada, (hereafter "County"). Bluth and County are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

A. The Parties are entering into this Agreement pursuant to Nevada Revised Statutes (hereafter "NRS") 244.276 as the County has deemed it necessary to realign, change or otherwise adjust portions of Burke Creek a flood control facility, as that term is defined in NRS 244.276. The Douglas County Board of Commissioners by Resolution has determined the realignment, change and adjustment of Burke Creek is in the best interests of the County. An exchange of real property for the realignment of a flood control facility is specifically exempt as set forth in NRS 244.2795 and 244.281 from the requirements to obtain an appraisal and public bid.

B. Burke Creek currently flows through portions of real property owned by Bluth, located at 181 Hwy 50, Douglas County, Nevada (APN 1318-23-401-039) also commonly referred to as the "North Parcel Parking Lot" comprising approximately .350 acres (hereafter "Lot 181") and a portion of its natural floodplain is located directly south on property also owned by Bluth, located at 179 Hwy 50, Douglas County, Nevada (APN 1318-23-040) also commonly referred to as the "Middle Parcel Parking Lot", comprising approximately .720 acres (hereafter "Lot 179"). Both parcels serve as a parking lot for adjacent development also owned by Bluth located at 177 Hwy 50, Douglas County, Nevada (APN 1318-23-401-041) also commonly referred to as the "Nugget Building", comprising approximately .720 acres (hereafter "Lot 177"). All three parcels are set forth in "Exhibit 1" attached and incorporated.

C. Burke Creek is a small stream in the Lake Tahoe Basin which lies just north of the intersection of Highway 50 (hereafter "Hwy 50") and Kahle Drive. It has a drainage area of approximately 4.5 square miles draining into Lake Tahoe. Upstream of Hwy 50, Burke Creek was relocated from its natural floodplain onto a hillside to create room for development. This hillside location affords little floodplain access, limited sinuosity and stream complexity. Untreated storm water runoff is conveyed into Burke Creek just above the Bluth real property,

described above. These storm water flows have occasionally breached the bank of Burke Creek and flowed down a slope and across the parking lot. Since 2007, the County and other stakeholders, including but not limited to the, Tahoe Regional Planning Agency (hereafter "TRPA"), Nevada Department of Transportation (NDOT), and the United States Forrest Service (hereafter "USFS") have been working collectively to explore and develop restoration alternatives for Burke Creek. In March 2013, the County applied for a grant for Water Quality and Erosion Control funds from the Nevada Division of State Lands (hereafter "NDSL") to assist the County in implementing the Burke Creek Hwy-50 Crossing and Realignment Project Phase 1 & 2. Phase 2, includes the relocation of Burke Creek off the hillside and into a more natural floodplain area which has been identified as being through the real property containing the parking lots owned by Bluth. In order to secure grant funding and implement the restoration project it is necessary for the County to obtain and exchange real property from Bluth.

D. The County currently owns real property known as APN 1318-23-401-038 comprising approximately 1.42 acres (hereafter "Lot 142") located adjacent to Highway 50 and directly south of three parcels owned by Bluth as described above, as shown by "Exhibit 1". A portion of Lot 142 contains a County parking lot.

E. In order to realign Burke Creek and provide parking for Bluth's development the Parties have agreed to exchange approximately 15,911 square feet of real property as follows: Bluth will exchange a portion of "Lot 181", "Lot 179", and "Lot 177" with the County for a portion of "Lot 142". The exchange will occur via a boundary line adjustment. The resulting parcels to be owned by Bluth will be "Proposed Lot A" to the north, "Proposed Lot B" containing the Nugget Building and "Proposed Lot C" containing parking to the south of the Nugget Building. The resulting parcel to be owned by the County will be "Proposed Lot D" which will contain the area for the Burke Creek restoration north of the Bluth parcels and a parking area to the south of the Bluth parcels, which is also immediately adjacent to "Proposed Lot C." Proposed Lots A-D are shown in "Exhibit 1", incorporated herein. The Parties have agreed the consideration for the transaction will be the exchange of real property, granting or reserving of easements and forgiveness of debt as described herein. A BLA application will need to be processed and approved by the appropriate planning agencies for the respective jurisdictions with authority over the BLA in order to accomplish the transfer and exchange.

F. The Parties desire and intend to memorialize their Agreement by this writing.

G. NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties hereby agree as follows:

1. RECITALS: The recitals are part of the terms of this Agreement and are hereby incorporated herein.

2. EXCHANGE OF REAL PROPERTY:

a. Bluth agrees to convey exchange and transfer a portion of Lots 181, 179 and 177 as set forth in "Exhibit 1", totaling approximately 15,911 sq. ft. to the County. The remainder of Lots 181, 179 and 177, excluding the transferred portion, will remain in the ownership of Bluth. Acquisition of the 15,911 sq. ft. area by Bluth as shown in "Exhibit 1" will be by BLA-deed, with a record of survey and good and sufficient instruments necessary to accomplish the exchange and transfer of real property as set forth herein.

b. The conveyance, exchange and transfer is subject to a parking easement in favor of Bluth over a portion of Proposed Lot D as shown on "Exhibit 2" incorporated herein, for a non-exclusive right to access and use the area for parking which is located directly adjacent to the Bluth's Proposed Lot C, however Bluth's easement shall not materially interfere with the County's use of the easement area. The County shall not, except for special, temporary events or except for businesses and public entities leasing or operating from structures located within the Edgewood Village Project Area as shown on "Exhibit 2" grant parking authorization in the easement area to a private party. Any right of businesses and public entities shall be non-exclusive. Written notice of any special, temporary event affecting the number of parking spaces available shall be provided to Bluth in a timely fashion. Bluth is responsible for the maintenance of the easement area. The easement shall terminate when the area is no longer primarily used for parking.

c. County agrees to convey exchange and transfer a portion of Lot 142 as specifically set forth in Exhibit 1, totaling approximately 15,911 sq. ft. to Bluth. The remainder of Lot 142, excluding the transferred portion, will remain in the ownership of the County. Acquisition of the 15,911 sq. ft. area by the County as shown in "Exhibit 1" will be by BLA-deed with reservation of an easement, and a record of survey with good and sufficient instruments necessary to accomplish the exchange and transfer of real property as set forth herein.

d. The easement reserved by the County over Proposed Lot C is an easement for the non-exclusive right of access and use of Proposed Lot C for parking, including the driveway to US Highway 50 and drive aisle accessing the County's Proposed Lot D, as depicted in the attached legal description and map, "Exhibit 3" incorporated herein. The reserved easement shall not materially interfere with the business or businesses located on Proposed Lot B. Bluth shall not, except for special, temporary events or except for its leasees and concessionaires operating from structures located on Proposed Lot B grant parking authorization in the reserved easement area to a private party. Any right of leasees or concessionaires shall be non-exclusive. Written notice of any special, temporary event affecting the driveway, drive aisle or number of parking spaces available shall be provided to the County in a timely fashion. The County is not responsible for the maintenance of the easement area. The easement shall only terminate if the Nevada Department of Transportation determines the driveway to US Highway 50 poses a danger to the public and must be removed or closed. Bluth or a successor may relocate the driveway or drive aisle upon the consent of the County and the granting of a new easement over any relocated driveway or drive aisle.

e. The conveyance, exchange and transfer is subject to an access and Burke Creek construction and maintenance easement in favor of the County over a portion Proposed Lot A, as shown on "Exhibit 4" incorporated herein, for a non-exclusive right for access and use of the parking area, driveway to US Highway 50 and drive aisles adjacent to the County's Proposed Lot D to construct, restore and maintain the realigned Burke Creek, however the County's easement shall not materially interfere with the business or businesses located on Proposed Lot B. Bluth shall not, except for special or temporary events and except for its leasees and concessionaires operating from structures located on Proposed Lot B grant parking authorization in the easement area to a private party. Any right of leasees or concessionaires shall be non-exclusive. Written notice of any special or temporary event affecting the easement area shall be provided to the County in a timely fashion. The County is not responsible for the maintenance of the easement area.

f. Both parties recognize development applications and supporting documentation to accomplish the exchange will need to be submitted, reviewed and processed by the appropriate planning agencies for the respective jurisdiction(s) in order to accomplish the transfer and exchange. The County and Bluth agree to work cooperatively and in good faith to exchange the real property described above by a BLA deeds or other appropriate mechanism, and to submit and sign the necessary applications, easements, and documents to Community Development, TRPA and any other state or local entity required to accomplish the transfer.

g. The County will be responsible for all costs and fees incurred for any professional services and documents required to accomplish the exchange, including but not limited draft, proposed and final record of survey(s), legal description(s), and other necessary instruments or legal documents, and payment of application and filing fees incurred in connection with the exchange. The County will be responsible for obtaining the professional services and documents required to accomplish the exchange. Additionally, the County will cancel, discharge and forgive Bluth Enterprises, LLC \$10,625 in debt owed to the County pursuant to the 2011 Lease Agreement, recorded as Document No. 0776391, Book 0111, Page 0618 in the official Records of Douglas County, for the use of the County's Lot 142 for parking. Bluth will be responsible for payment of any taxes due at the close of escrow, and fees or costs associated with any consultant or professional hired by Bluth to review any survey(s), legal description(s) and other instruments, including this Agreement, deeds or easements.

h. Except for the easements as generally described in paragraph 2(b), (d) and (e), the property being conveyed between the Parties to accomplish the exchange will include appurtenant water rights and land coverage. The Parties agree to execute any documents required to convey such rights to each other.

3. CONSIDERATION: The Parties agree no actual funds or monies will be paid for the exchange of real property as described above. The conveyance, exchange and transfer of real property as set forth herein, see paragraphs 2(g) and 4, will serve as full consideration for the transaction.

4. ESCROW PROVISIONS:

a. Opening of Escrow. Within 15 business days after the execution of this Agreement by Bluth and the County, the parties shall open an escrow (hereafter "Escrow") with First American Title Co., 1673 Lucerne Street, Ste A, Minden NV 89423 (hereafter "Escrow Agent").

b. Closing of Escrow. Escrow shall close on or before 180 days after the opening of escrow ("Closing Date"). The terms "the Close of Escrow", and/or the "Closing" are used herein to mean the time all BLA-Deeds and easements necessary to effectuate the conveyance, exchange and transfer are filed for record by the Escrow Agent in the Office of the County Recorder of Douglas County, Nevada. The Closing Date may only be extended by mutual agreement of the parties by written letter to the Escrow Agent. County and Bluth specifically understand, time is of the essence and County and Bluth specifically agree to strictly comply and perform its obligations herein in the time and manner specified and waive any and all rights to claim such compliance by mere substantial compliance with the terms of this Agreement.

c. Due Diligence Review. County and Bluth acknowledge and agree that prior to

the execution of this Agreement, County and Bluth had the opportunity to thoroughly inspect, investigate and exercise due diligence, and the opportunity to fully and independently become familiar with, and fully satisfy itself regarding, any and all matters relating to Lots 181, 179, 177 and 142. By executing this Agreement, County and Bluth shall be conclusively deemed to have approved all matters relating to the property.

d. Approval of Title. County and Bluth acknowledge and agree that prior to the execution of this Agreement, County and Bluth had the opportunity to thoroughly inspect, investigate and exercise due diligence, and independently become familiar with, and fully satisfy itself regarding, any and all title matters relating to Lots 181, 179, 177 and 142. By executing this Agreement, County and Bluth shall be deemed to have approved of the condition of title to the exchanged real property. The County provided Bluth a copy of the preliminary title reports.

e. Conditions Precedent:

The obligations of Bluth under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Bluth that the Escrow Agent holds and will deliver to Bluth the instruments accruing to Bluth pursuant to this Agreement.

The obligations of County under this Agreement shall be subject to:

- 1) NDSL grant funding to the County for the Burke Creek Hwy-50 Crossing and Realignment Project Phase 2,
- 2) obtaining the necessary signatures from property owners located within the Edgewood Village Project Area or Bluth on applications, maps or other documents necessary to accomplish the exchange, and
- 3) the satisfaction or written waiver, in whole or in part, by County that the Escrow Agent holds and will deliver to County the instruments and funds, if any, accruing to County pursuant to this Agreement.

f. Escrow Instructions. This Agreement, when signed by County and Bluth, shall also constitute escrow instructions to Escrow Agent. If required by Escrow Agent, County and Bluth agree to execute Escrow Agent's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail.

g. General Escrow Provisions. Escrow Agent shall deliver or instruct the Douglas County Recorder to mail the BLA-Deeds and easements to Bluth and the County at the addresses set forth in paragraph 10 after recordation. Any and all funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Agent with any bank doing business in Douglas County, Nevada, and may be disbursed to any other general escrow account or accounts. All disbursements shall be made by Escrow Agent's check. This Agreement and any modifications, amendments, or supplements thereto may be executed in counterparts and shall be valid and binding as if all of the parties' signatures were on one document.

h. Proration of Real Property Taxes. All non-delinquent general and special real property taxes shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year. All tax proration shall be based upon the latest available tax statement. If the tax statements for the fiscal tax year during which Escrow closes do not become available until after the Close of Escrow, then the rates and assessed values of the previous year, with known changes, shall be used, and the parties shall re-prorate said taxes

outside of Escrow following the Close of Escrow when such tax statements become available.

i. Rents, Other Income and Operating Expenses. Rents and all other fees and miscellaneous income arising out of the operation of the Property shall be prorated as of the Close of Escrow.

j. Deposits. There are no deposits or prepaid rents.

k. Payment of Costs. County shall pay the Escrow fee and costs for preparing the BLA Deeds. The County and Bluth shall each pay one-half (1/2) of the premium charges for ALTA standard title policies. Bluth is responsible for any and all State or County taxes. All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Agent.

l. Termination and Cancellation of Escrow. Time is of the essence in this Agreement. If Escrow fails to close as provided above, Escrow shall terminate automatically without further action by Escrow Agent or any party, and Escrow Agent is instructed to return any and all funds and documents then in Escrow to the respective depositor of the same with Escrow Agent. Bluth and County shall diligently attempt to achieve the satisfaction of these conditions without undue delay. If any condition cannot be met, then unless waived by County and Bluth, the Escrow Agent, upon receipt of notification from County or from Bluth that it cannot or will not be able to satisfy a condition, shall immediately cancel the escrow and return the respective documents to County and Bluth, and each Party shall be responsible for one-half (1/2) of the escrow costs and fees incurred, and thereafter neither Party shall have any further obligation, rights, or liability under this Agreement.

5. "AS-IS" PURCHASE: RELEASE

a. Purchase "AS-IS", County and Bluth both expressly acknowledges and agrees, and represents and warrants to each other, that both the County and Bluth are exchanging the subject real property as set forth herein "AS-IS", and "WITH ALL FAULTS", after such inspection, analysis, examination and investigation either County or Bluth cares to make and expressly without either County's or Bluth's covenant, warranty or representation as to physical condition, title, leases, rents, revenues, income, expenses, operation, access, zoning or other regulation, compliance with law, suitability for particular purposes or any other matter whatsoever. Neither Party has an obligation to make repairs, replacements or improvements to the subject real property as set forth herein, or to pay any fees, costs or expenses related to the subject real property. Both Parties acknowledges and agrees that neither has made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to , concerning or with respect to (a) the value of the subject real property as set forth herein; (b) the income to be derived from the subject real property as set forth herein; (c) the suitability of the subject real property as set forth herein for any and all activities and uses which County or Bluth may conduct thereon, including the possibilities for development of the subject real property as set forth herein; (d) the habitability, marketability, merchantability, profitability or fitness for a particular purpose of the subject real property as set forth herein; (e) the manner, quality, state of repair or lack of repair of the subject real property as set forth herein; (f) the nature, quality or condition of the subject real property as set forth herein, including without limitation, soils and geology; (g) the compliance of or by the subject real property as set forth herein or its operation with any laws,

rules, ordinances or regulations of any applicable governmental authority or body; (h) compliance with any environmental protection, pollution or land use laws, rules, regulation, orders or requirements, including but not limited to, Title III of the Americans with Disabilities Act of 1990, the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act, the U.S. Environmental Protection Agency regulations at 40 CFR part 261, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Resources Conservation and Recovery Act of 1976, the Clean Water Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act and the Toxic Substance Control Act, as any of the foregoing may be amended from time to time and regulations promulgated under any of the foregoing from time to time (“Environmental Laws”); (i) the presence or absence of Hazardous Substances at, on, under, or adjacent to the subject real property as set forth herein; (j) the conformity of the subject real property as set forth herein to past, current or future applicable zoning or building requirements; deficiency of any drainage or undershoring; (k) that the subject real property as set forth herein may be located on or near earthquake faults; (l) the existence or non-existence of land use, zoning or building entitlements affecting the subject real property as set forth herein; (m) the land use status of the subject real property as set forth herein, including, but not limited to, general plan status, specific plan status, zoning status, subdivision status under the subdivision ordinance of the County; (n) the applicability of endangered species acts and the existence of any species protected thereunder; or (o) any other matter concerning the subject real property as set forth herein. The Parties further acknowledge and agree that having obtained and examined such information and documentation affecting the subject real property as set forth herein as County and Bluth has deemed necessary or appropriate, County and Bluth are relying solely on their own investigations and review, and not on any information provided or to be provided by County or Bluth.

b. Release. County and Bluth, on behalf of itself, its shareholders, officers, directors, employees, partners, members, subsidiaries, affiliates, consultants, contractors, agents, subcontractors, representatives, successors, and assigns and anyone claiming by, through or under the County or Bluth as to the exchanged Property (collectively, “Representatives”) mutually fully and irrevocably release each other and its respective employees, officers, directors, representatives, agents, servants, attorneys, affiliates, members, managers, investors, partners, parents, subsidiaries, lenders, successors and assigns (collectively, the “Released Parties”) from any and all claims that each other’s Representatives may now have or hereafter acquire against any of the Released Parties for any costs, fees, loss, liability, damage, expenses, demand, fine, penalty, action or cause of action arising from or related to any conditions existing or events occurring on, in or about the subject real property as set forth herein before or after the Closing, including without limitation any construction defects, errors, omissions or other conditions, latent or otherwise, including, without limitation, Hazardous Substances and environmental matters affecting the subject real property as set forth herein, or any portion thereof. This release includes claims of which each Party is presently unaware or which the Parties does not presently suspect to exist which, if know by would materially affect either Party’s release of the Released Parties. This release by County and Bluth shall constitute a complete defense to any claim, cause of action, defense, contract, liability, indebtedness or obligation released pursuant to this release. Nothing in this release shall be construed as (or shall be admissible in any legal action or proceeding as) an admission by either Party or any other released party that any defense, indebtedness, obligation, liability, claim or cause of action exists which is within the scope of those hereby released. This release includes the waiver of any statutory rights in favor of County and Bluth that may be applicable to this release or the matters of this release.



County's Initials

*[Handwritten initials]*

Bluth's Initials

*[Handwritten initials: CCB]*

c. Definition of Hazardous Substances. For purposes of this Section 10, "Hazardous Substances" shall mean (i) hazardous wastes, hazardous materials, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases including, but not limited to, substances deemed as "hazardous wastes," hazardous materials," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Environmental Laws; and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation, ordinance or common law doctrine, including any Environmental Law, now or hereafter in effect, including, but not limited to, (A) petroleum, (B) refined petroleum products, (C) waste oils, (D) waste aviation or motor vehicle fuel, (E) asbestos, (F) lead in water, paint or elsewhere, (G) radon, (H) polychlorinated biphenyls (PCB's) and (I) urea formaldehyde.

7. POSSESSION. Possession of the subject exchanged real property described herein shall be given to the County and Bluth respectively, at Close of Escrow, but during the term of this Agreement the County, Bluth and their respective agents may enter upon the Property for the purpose of performing environmental or engineering, surveying or soil testing upon notice and approval of the owner of the subject real property as set forth herein. Each Party agrees to pay, defend, indemnify and hold the Party, who is the owner of the subject property as set forth herein, harmless from all liability, claims, costs and expense, except such as might accrue from the mere discovery of hazardous or toxic material, resulting from activities on the real property subject to as set forth herein during the escrow period. Should the exchange fail and the Parties do not acquire the subject real property described herein, then it is agreed that the owner of the subject property shall receive copies of all studies, test results and engineering generated.

8. BINDING EFFECT: This Agreement shall bind and inure to the benefit of the respective heirs, representatives, successors and assigns of County and Bluth. This Agreement may not be assigned except by writing signed by both parties.

9. NOTICES: No notice, request, demand, instruction or other document to be given to any Party shall be effective for any purpose unless delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery), delivered by air courier next-day delivery (e.g., Federal Express), or delivered by U.S. mail, sent by registered or certified mail, return receipt requested as follows:

If to Bluth, to:

Bluth Trust UTD April 1993  
Attn: Charles P. Bluth and Cynthia C. Bluth, Trustees  
1730 Highway 50  
Glenbrook, NV 89413

If to BUYER, to:

Douglas County  
Attn: County Manager  
P.O. Box 218  
Minden, NV 89423

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the third day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the third day following deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. The addresses and addressees, for the purpose of this Paragraph, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address and addressee stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

10. TIME: Time is of the essence for each provision of this Agreement.

11. GOOD FAITH AND FAIR DEALING: During the term of this transaction the Parties hereto agree and covenant, one unto the other, to act in good faith and to fairly and openly deal with each other to accomplish the goals and objectives of the respective parties in this transaction.

12. ATTORNEYS' FEES & VENUE: The Parties are each entitled to enforce this Agreement by appropriate legal action, and the prevailing party in such action may be entitled as part of its costs in such action to recover reasonable attorneys' fees and court costs as determined under Nevada law. Any legal action brought by either Party against the other arising out of this Agreement must be brought in the courts located in Douglas County, in the State of Nevada.

13. INTERPRETATION: The Parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. The Parties have equal bargaining power, and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of same, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the Party who causes the uncertainty to exist or against the draftsman. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged and integrated into this Agreement.

14. ENFORCEABLE RIGHTS; SEVERABILITY: It is the intent of the Parties that this instrument creates valid and enforceable rights between the Grantor and Grantee, which rights may be specifically enforced in a court of law. No third party beneficiary rights are created or recognized by this instrument. If any provision of this Agreement is deemed void, voidable or otherwise unenforceable, all other provisions shall be given full force and effect. To the best knowledge of Bluth and the County the execution and consummation of this Agreement pursuant to its terms will not result in a material breach of, contravene any provisions of, violate, or constitute a default under any partnership, articles of incorporation, charter, bylaw, mortgage, contract agreement to which the Parties are subject.

15. MUTUAL INDEMNITY: Bluth and the County subject to NRS Chapter 41 limitations, hereby agree to indemnify, defend and hold the other Party harmless against any and

all liability, claims, costs or expenses arising directly or indirectly out of the covenants, representations and warranties given by the indemnifying Party to the other in this Agreement.

16. AUTHORITY OF PARTIES: Each Party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate this transaction.

a. All requisite action (corporate, trust, partnership or otherwise) has been taken by each Party in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of this transaction. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other Party is required.

b. The individuals executing this Agreement and the instruments referenced herein on behalf of each Party and the partners, officers or trustees of each party, if any, have the legal power, right, and actual authority to bind each party to the terms and conditions of those documents.

c. This Agreement and all other documents required to close this transaction are and will be valid, legally binding obligations of and enforceable against each Party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting Parties generally.

17. MODIFICATIONS. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

18. MERGER OF PRIOR AGREEMENTS AND UNDERSTANDINGS. This Agreement and other documents incorporated herein by reference contain the entire understanding between the Parties relating to the transaction contemplated hereby and all prior contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

19. COVENANTS TO SURVIVE ESCROW. The reserved easement contained herein shall survive the Close of Escrow and shall be binding upon and inure to the benefit of the County its representatives, heir, successors and assigns.

20. NO WAIVER. No delay or omission by either Party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

21. COUNTERPART. This Agreement and any other document delivered pursuant hereto may be executed in one or more counterparts and by different Parties in separate counterparts. All of such counterparts shall constitute one and the same agreement and shall

become effective when one or more counterparts of this Agreement have been signed by each Party and delivered to the other Parties.

22. EFFECTIVE DATE. This Agreement is effective upon the signature of both Parties as of the last date written below.

IN WITNESS WHEREOF, BLUTH and the COUNTY have fully executed this Agreement.

"Bluth"

Bluth Trust UTD 1993  
By: Charles P. Bluth,  
Trustee

*[Handwritten Signature]*

By: Charles P. Bluth

5/28/2014  
DATE

"County"

Douglas County  
Board of County Commissioners

*[Handwritten Signature]*

By: Doug N. Johnson, Chairman

6-19-2014  
DATE

By: Cynthia C. Bluth,  
Trustee

*[Handwritten Signature]*

By: Cynthia C. Bluth

5/28/14  
DATE

Attest:

*[Handwritten Signature]*

By: Ted Thran, Douglas County  
Clerk-Treasurer

STATE OF NEVADA )  
                          ) ss:  
COUNTY OF WASHOE )

On the 28<sup>TH</sup> day of MAY, 2014, CHARLES P. BLUTH and CYNTHIA C. BLUTH personally appeared before me, a notary public, and was personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged to me that she/he executed the foregoing Real Property Exchange Agreement with full authority on behalf of Bluth Trust UTD 1993.

*[Handwritten Signature]*  
Notary's Signature



STATE OF NEVADA )  
                          ) ss:  
DOUGLAS COUNTY )

On the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_, \_\_\_\_\_ personally appeared before me, a notary public, and was personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged to me that she/he executed the foregoing Real Property Exchange Agreement with full authority on behalf of Bluth Trust UTD 1993. .

**Exhibits**

**1-Lumos Proposed Record of Survey**

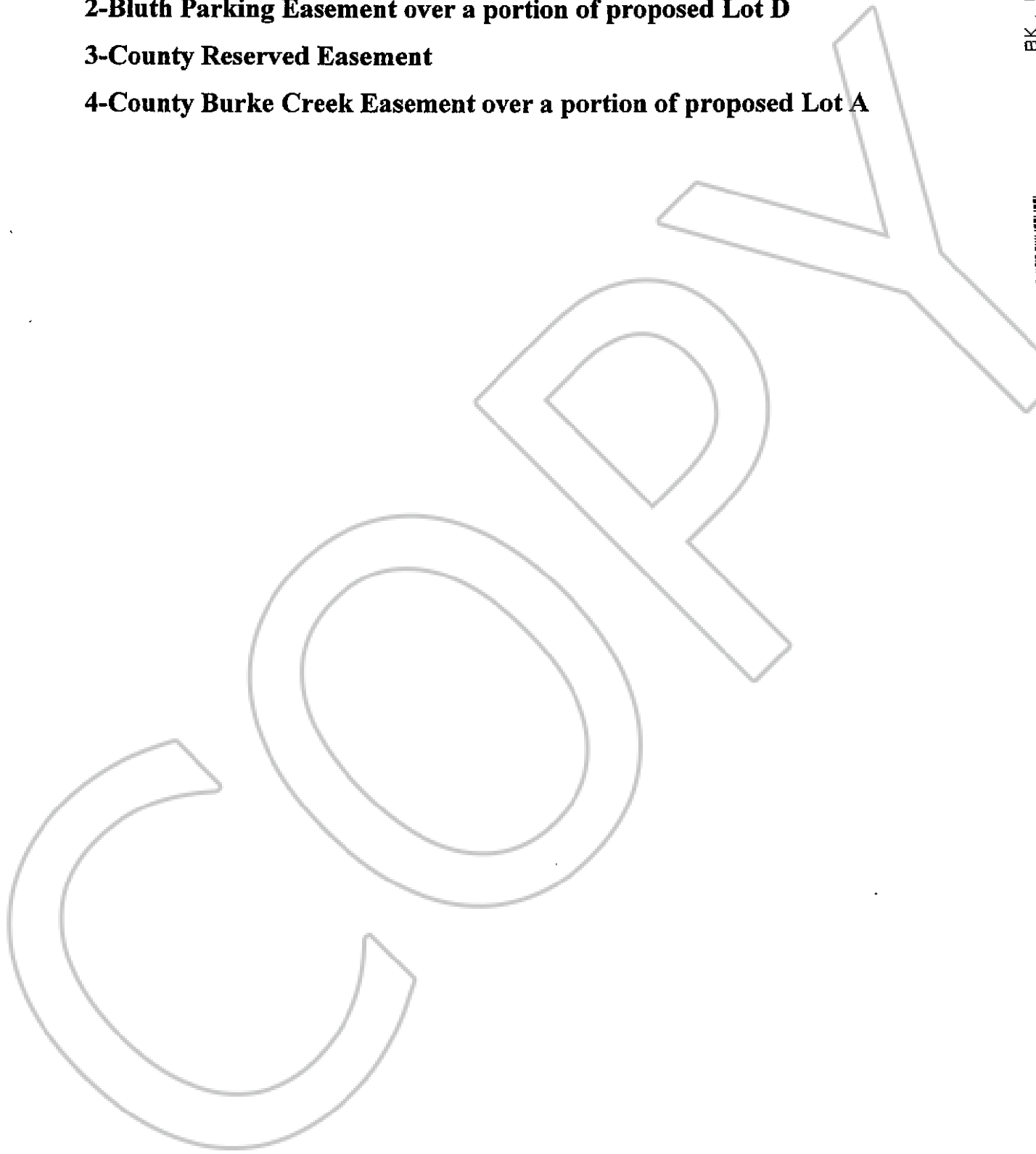
**2-Bluth Parking Easement over a portion of proposed Lot D**

**3-County Reserved Easement**

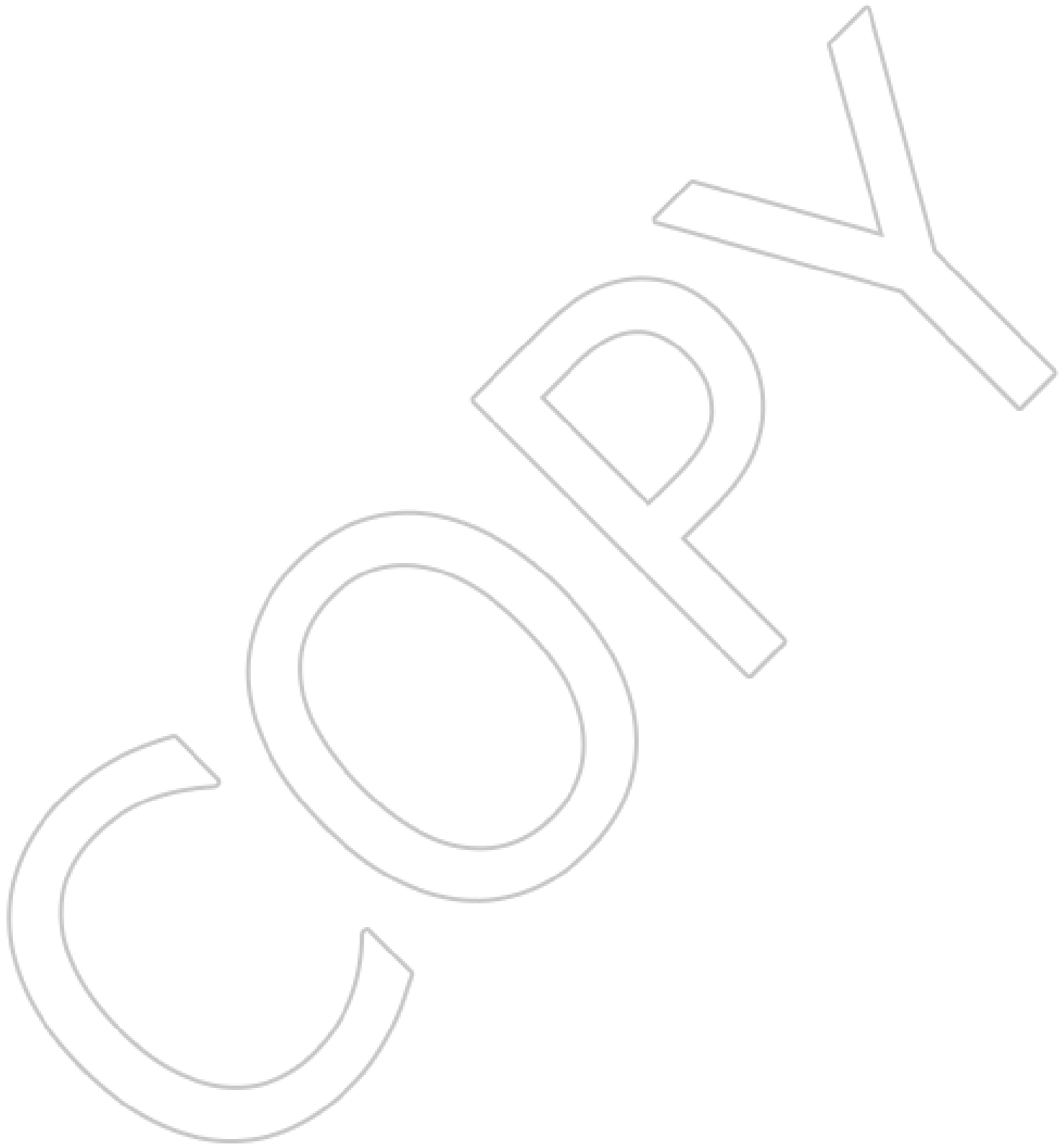
**4-County Burke Creek Easement over a portion of proposed Lot A**

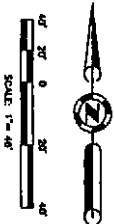
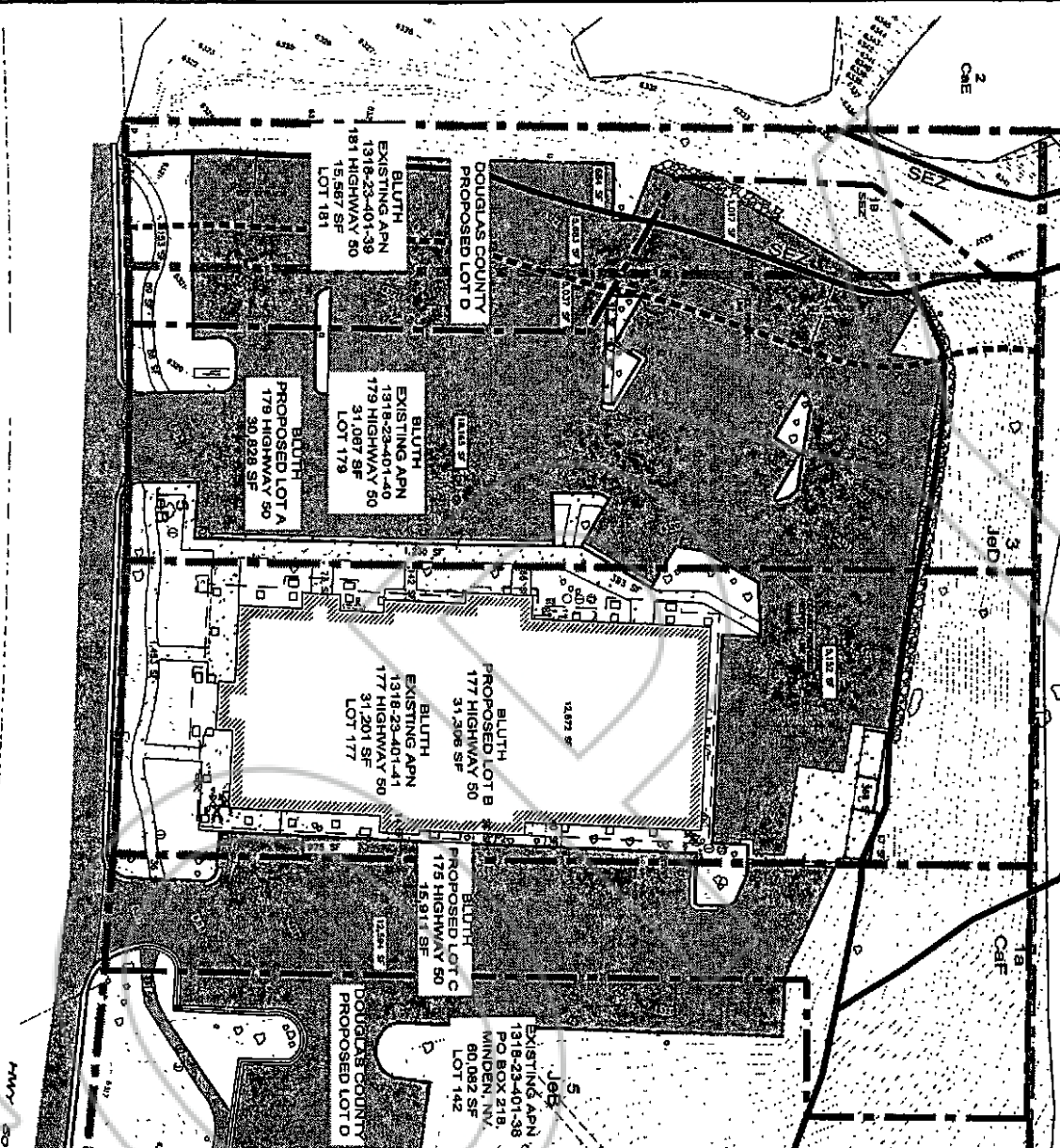
BK : 0614  
PG : 6045  
6/25/2014

0845167 Page: 13 of 32



# EXHIBIT 1





EXISTING COVERAGES (continued)

Lot 181	Area	Value	Total
Land/Development	0	0	0
Water	0	0	0
Other	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Lot 179	Area	Value	Total
Land/Development	0	0	0
Water	0	0	0
Other	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Lot 177	Area	Value	Total
Land/Development	0	0	0
Water	0	0	0
Other	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Lot 178	Area	Value	Total
Land/Development	0	0	0
Water	0	0	0
Other	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Lot 181	Area	Value	Total
Land/Development	0	0	0
Water	0	0	0
Other	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Lot 179	Area	Value	Total
Land/Development	0	0	0
Water	0	0	0
Other	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Lot 177	Area	Value	Total
Land/Development	0	0	0
Water	0	0	0
Other	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Lot 178	Area	Value	Total
Land/Development	0	0	0
Water	0	0	0
Other	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Lot 181	Area	Value	Total
Land/Development	0	0	0
Water	0	0	0
Other	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Lot 179	Area	Value	Total
Land/Development	0	0	0
Water	0	0	0
Other	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Lot 177	Area	Value	Total
Land/Development	0	0	0
Water	0	0	0
Other	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

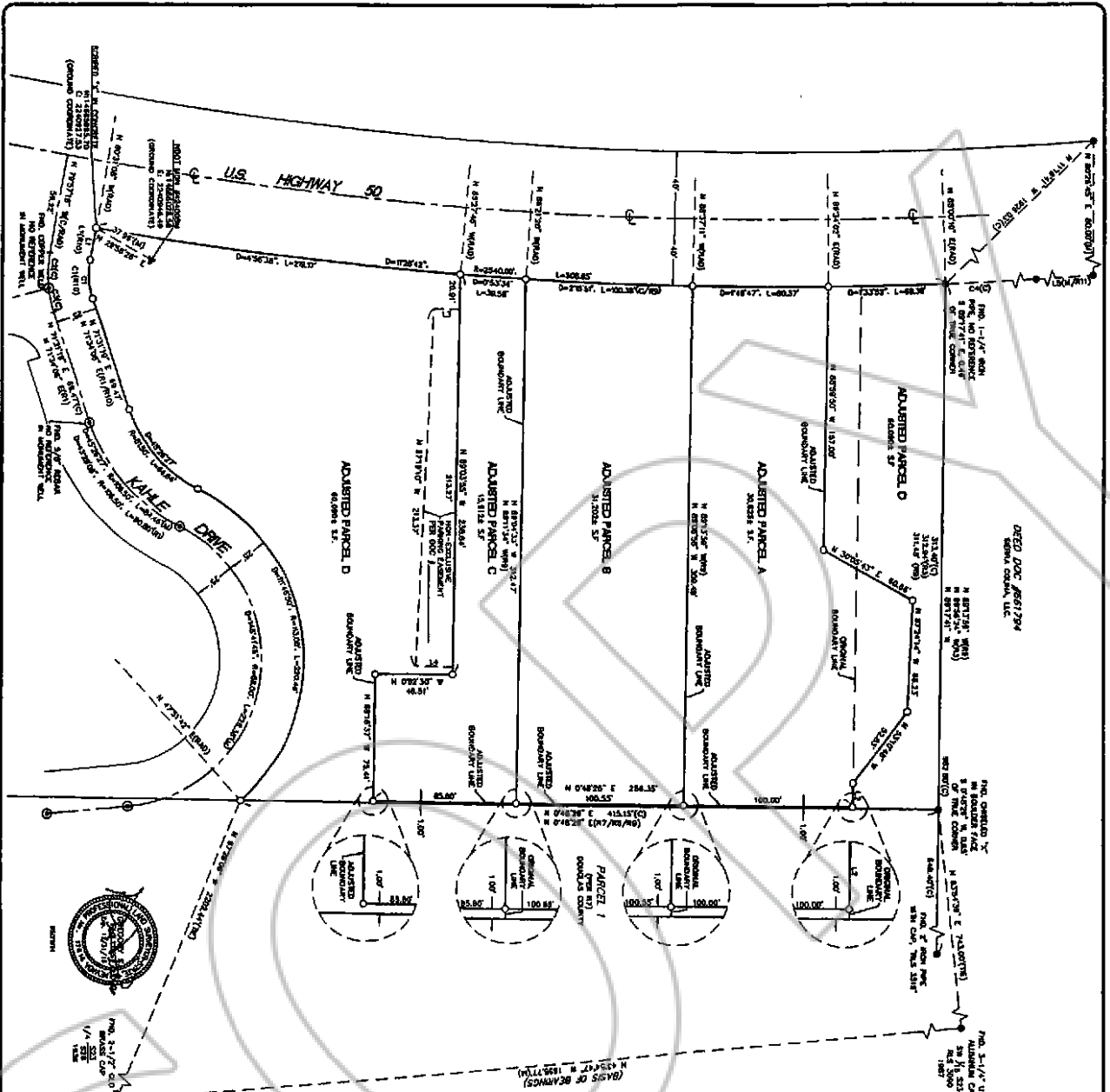
Lot 178	Area	Value	Total
Land/Development	0	0	0
Water	0	0	0
Other	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Lot 181	Area	Value	Total
Land/Development	0	0	0
Water	0	0	0
Other	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

SHEET 1 OF 3

**PROPOSED RECORD OF SURVEY**  
 IN SUPPORT OF  
 A BOUNDARY LINE ADJUSTMENT  
 FOR DOUGLAS COUNTY & THE SOUTHWEST 1/4 OF ACRE, 2000  
 1/4 OF ACRE, 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST  
 1/4 OF SEC. 23, TOWNSHIP 13 N., RANGE 18 E., N40E, 640E  
 DOUGLAS COUNTY  
 NEVADA

**LUMORS**  
 3015 SOUTH GARDEN AVENUE  
 SUITE 100  
 LAS VEGAS, NEVADA 89121  
 Phone: 702-734-1000  
 Fax: 702-734-1001  
 www.lumors.com



**LEGEND**

- ▲ FOUND NEVADA DEPARTMENT OF TRANSPORTATION CONTROL POINT USED IN NEVADIAN NET STATIONED "AS SHOWN" OR AS NOTED
- SET 5/17/1988 BY PLASCO CIVIL ENGR. & SURVEYOR STATIONED "AS SHOWN"
- FOUND "AS" CONTROL POINT OF SURVEY MONITORING ON 4/5/1988
- ④ RECON COURSE & DISTANCE FOR REDUCED NUMBER
- (C) CALCULATED COURSE & DISTANCE
- (M) MEASURED COURSE & DISTANCE

**PARCEL LINE TABLE**

LINE #	DIRECTION	LENGTH	BEARING	LENGTH	BEARING
1	N 89°17'40" W	18.34'	S 89°17'40" W	18.34'	
2	N 89°17'40" W	14.35'	N 89°17'40" E	14.35'	
3	N 89°17'40" E	14.35'	N 89°17'40" W	14.35'	
4	N 89°17'40" E	22.11'	N 89°17'40" W	22.11'	

**CURVE TABLE**

CURVE #	DELTA	INDUS	LENGTH	CHORD	BEARING	PT. 1	PT. 2
C1	283°32'	43.00'	23.40'	38.71'	47°00'	33.37'	
C2	192°18'	72.00'	21.36'				
C3	112°00'	72.00'	14.84'				
C4	72°00'	20.00'	3.283'				

**RECORD OF SURVEY**  
A BOUNDARY LINE ADJUSTMENT  
FOR ORIGINAL COURSE & DISTANCE MEASUREMENT ON APRIL 1988  
BY SURVEYOR GENERAL  
LINDA A. LINDEN  
NO. 10000  
DATE: 6/25/2014  
BY: LINDA A. LINDEN



# EXHIBIT 2

COPY

APN:

Recording Requested by and  
Return Recorded Original to:  
Douglas County, Nevada  
Community Development  
County Engineer  
Post Office Box 218  
Minden, Nevada 89423

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. (N.R.S. Chapter 239)

---

**GRANT OF EASEMENT**

This grant is made between Douglas County, a political subdivision of the State of Nevada ("Grantor"), and Bluth Trust UTD 1993 ("Grantee"). For valuable consideration, the receipt of which is hereby acknowledged and described in the Exchange of Real Property Agreement executed between the parties, Grantor hereby grants and conveys to the Grantee, an easement over a portion of Adjusted Parcel D, for the non-exclusive right to access and use the area for parking as depicted in the attached legal description and map (Parking Easement) incorporated herein. The Grantee's Parking Easement shall not materially interfere with the public's use of the area. The Grantor shall not, except for special, temporary events or except for businesses and public entities leasing or operating from structures located within the Edgewood Village Project Area grant parking authorization in the Parking Easement to a private party. Any right of businesses and public entities shall be non-exclusive. Written notice of any special, temporary event affecting the number of parking spaces available shall be provided to Grantee in a timely fashion. Grantee is responsible for the maintenance of the Parking Easement. The Parking Easement shall terminate when the area is no longer primarily used for parking.

All rights afforded by this Parking Easement shall run with the land and shall be binding on successors, agents and assigns forever.

Bluth and the County hereby represent that this Parking Easement has been duly executed and constitutes a valid, binding and enforceable obligation.

**GRANTEE**

**GRANTOR**

**Bluth Trust UTD 1993**  
**By: Charles P. Bluth,**  
**Trustee**

**Douglas County**

By: Charles P. Bluth

By: Doug N. Johnson, Chairman  
Board of County Commissioners

DATE

DATE

**By: Cynthia C. Bluth,**  
**Trustee**

By: Cynthia C. Bluth

DATE

STATE OF NEVADA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 201\_, \_\_\_\_\_ personally appeared before me, a notary public, and was personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged to me that she/he executed the foregoing Easement with full authority on behalf of Bluth Trust UTD 1993.

Notary's Signature

STATE OF NEVADA )  
 ) ss:  
DOUGLAS COUNTY )

On the \_\_\_\_ day of \_\_\_\_\_, 201\_, \_\_\_\_\_ personally appeared before me, a notary public, and was personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged to me that she/he executed the foregoing Easement with full authority on behalf of Bluth Trust UTD 1993.

Notary's Signature

STATE OF NEVADA )  
 ) ss:  
DOUGLAS COUNTY )

On the \_\_\_\_ day of \_\_\_\_\_, 201\_, Doug N. Johnson personally appeared before me, a notary public, and was personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged to me that she/he executed the foregoing Easement on behalf of Douglas County.

Notary's Signature

**DRAFT**

**LEGAL DESCRIPTION FOR A  
NON EXCLUSIVE PARKING EASEMENT**

**EXHIBIT A**

That part of the Southwest Corner of Section 23, Township 13 North, Range 18 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, more particularly described as follows:

Commencing at the southwestern property line of Adjusted Parcel C as shown on a record of survey in support of a boundary line adjustment for Douglas County & the Bluth Trust UTD April 1993 and recorded with the Douglas County Recorder's Office as DOC XXXXX. Said point also being the eastern Right-of-Way Boundary of U.S. Highway 50;

Thence south 89°03'55" east a distance of 20.91' to the Point Of Beginning;

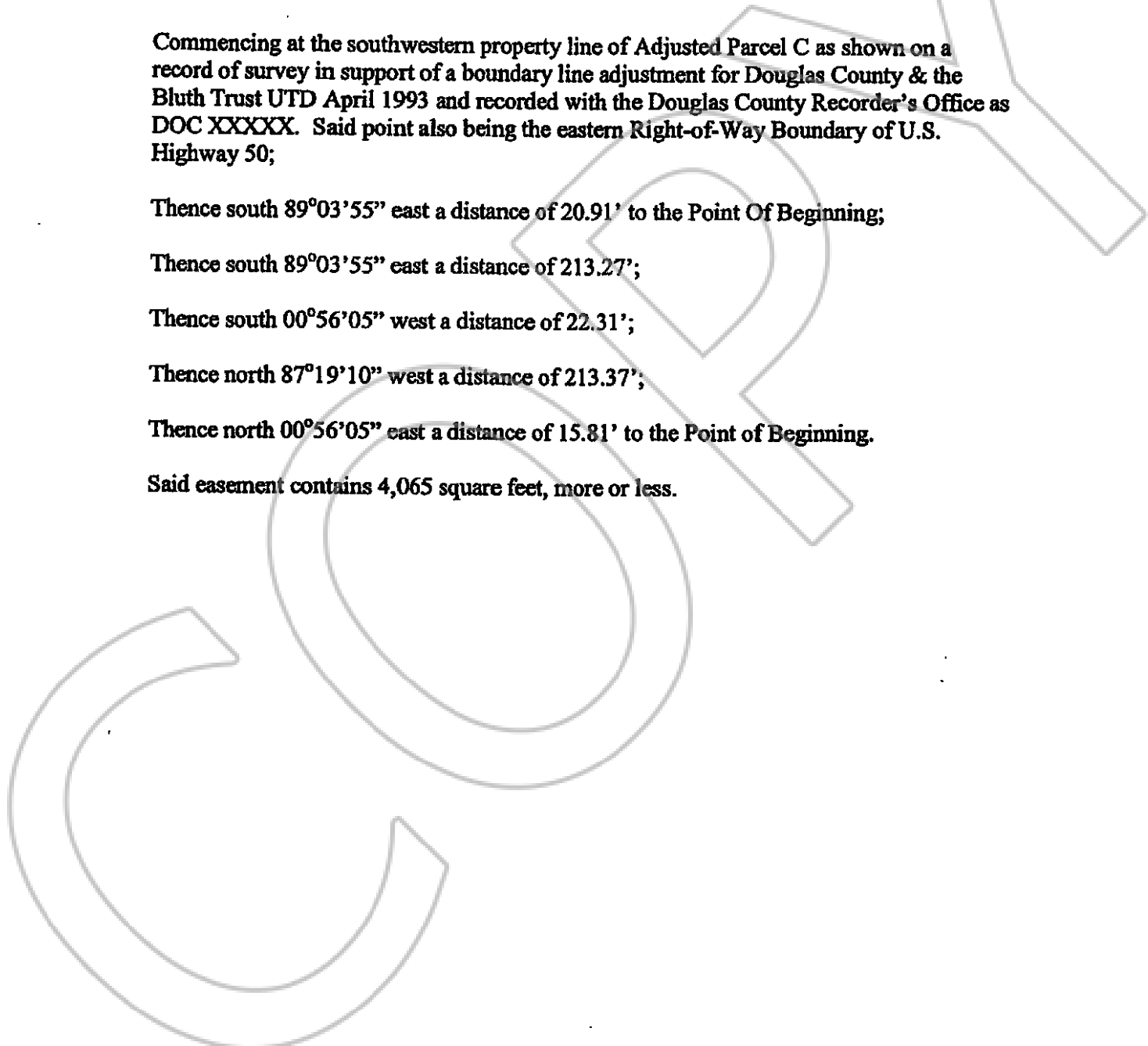
Thence south 89°03'55" east a distance of 213.27';

Thence south 00°56'05" west a distance of 22.31';

Thence north 87°19'10" west a distance of 213.37';

Thence north 00°56'05" east a distance of 15.81' to the Point of Beginning.

Said easement contains 4,065 square feet, more or less.



US HIGHWAY 50

ADJUSTED  
PARCEL D

ADJUSTED  
PARCEL A

ADJUSTED  
PARCEL B

ADJUSTED  
PARCEL C

POINT OF  
BEGINNING

L1

L2

L3

L5

L4

NON-EXCLUSIVE  
PARKING EASEMENT  
± 4065 SF / 0.093 ACRES

ADJUSTED  
PARCEL D

KAHLE DR

DRAFT

EXHIBIT B



Line Data:

- L1 S 89° 03' 55" E, 20.91'
- L2 S 89° 03' 55" E, 213.27'
- L3 S 00° 56' 05" W, 22.31'
- L4 N 87° 19' 10" W, 213.37'
- L5 N 00° 56' 05" E, 15.81'

MAY 16, 2014

# EXHIBIT 3

COPY

Recording Requested by and  
Return Recorded Original to:  
Douglas County, Nevada  
Community Development  
County Engineer  
Post Office Box 218  
Minden, Nevada 89423

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. (N.R.S. Chapter 239)

---

**RESERVATION OF EASEMENT**

This reservation of easement is made between Douglas County, a political subdivision of the State of Nevada ("County"), and Bluth Trust UTD 1993 ("Bluth"). For valuable consideration, the receipt of which is hereby acknowledged and described in the Exchange of Real Property Agreement executed between the parties, Grantor hereby reserves for itself, its heirs, guests, invitees, representatives, successors-in-interest, and assigns, an easement for the non-exclusive right of access and use of Adjusted Parcel C, including the driveway to US Highway 50 and drive aisle accessing the County's Adjusted Parcel D, as depicted in the attached legal description and map, (Reserved Easement) incorporated herein. The County's Reserved Easement shall not materially interfere with the business or businesses located on Adjusted Parcel B. Bluth shall not, except for special, temporary events or except for its leasees and concessionaires operating from structures located on Adjusted Parcel B grant parking authorization in the Reserved Easement area to a private party. Any right of leasees or concessionaires shall be non-exclusive. Written notice of any special, temporary event affecting the driveway, drive aisle or number of parking spaces available shall be provided to the County in a timely fashion. The County is not responsible for the maintenance of the Reserved Easement. The Reserved Easement shall only terminate if the Nevada Department of Transportation determines the driveway to US Highway 50 poses a danger to the public and must be removed or closed. Bluth or any successor/assignee may relocate the driveway or drive aisle upon the consent of the County and the granting of a new easement over any relocated driveway or drive aisle.

All rights afforded by this Reserved Easement shall run with the land and shall be binding upon successors, agents and assigns forever.

Bluth and the County hereby represent that this Reserved Easement has been duly executed and constitutes a valid, binding and enforceable obligation.

**BLUTH**  
**Bluth Trust UTD 1993**  
**By: Charles P. Bluth,**  
**Trustee**

**COUNTY**  
**Douglas County**  
**Board of County Commissioners**

\_\_\_\_\_  
By: Charles P. Bluth

\_\_\_\_\_  
By: Doug N. Johnson, Chairman

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**By: Cynthia C. Bluth,**  
**Trustee**

\_\_\_\_\_  
By: Cynthia C. Bluth

\_\_\_\_\_  
DATE

STATE OF NEVADA     )  
                                  ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, \_\_\_\_\_ personally appeared before me, a notary public, and was personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged to me that she/he executed the foregoing Reservation of Easement with full authority on behalf of Bluth Trust UTD 1993.

\_\_\_\_\_  
Notary's Signature

STATE OF NEVADA     )  
                                  ) ss:  
DOUGLAS COUNTY     )

On the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, \_\_\_\_\_ personally appeared before me, a notary public, and was personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged to me that she/he executed the foregoing Reservation of Easement with full authority on behalf of Bluth Trust UTD 1993.

\_\_\_\_\_  
Notary's Signature

STATE OF NEVADA     )  
                                  ) ss:  
DOUGLAS COUNTY     )

On the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, Doug N. Johnson personally appeared before me, a notary public, and was personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged to me that she/he executed the foregoing Reservation of Easement on behalf of Douglas County.

\_\_\_\_\_  
Notary's Signature

BK : 0614  
PG : 6056  
6/25/2014

0845167 Page : 24 of 32



LEGAL DESCRIPTION FOR A  
PUBLIC ACCESS and PARKING EASEMENT

DRAFT

EXHIBIT A

That part of the Southwest Corner of Section 23, Township 13 North, Range 18 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, more particularly described as follows:

Commencing at the southwestern property line of Adjusted Parcel C as shown on a record of survey in support of a boundary line adjustment for Douglas County & the Bluth Trust UTD April 1993 and recorded with the Douglas County Recorder's Office as DOC XXXXXX. Said point also being the eastern Right-of-Way Boundary of U.S. Highway 50 and the Point of Beginning;

Thence northerly along said Right-of-Way line along a curve concave to the west having a radius of 2540.00' through a central angle of 00°53'34" with an arc length of 39.58';

Thence south 89°04'33" east a distance of 312.47';

Thence south 00°48'26" west a distance of 85.80';

Thence north 89°16'37" west a distance of 75.41';

Thence north 00°02'30" west a distance of 46.51'

Thence north 89°03'55" west a distance of 238.64' to the Point of Beginning;

Said easement contains 15,912 square feet, more or less.

DRAFT

0845157

BK : 0614  
PG : 6058  
6/25/2014

0845157 Page 26 of 32

US HIGHWAY 50

ADJUSTED  
PARCEL D

ADJUSTED  
PARCEL A

ADJUSTED  
PARCEL B

ADJUSTED  
PARCEL C

ADJUSTED  
PARCEL D

C1

L1

L5

L2

L4

L3

POINT OF  
BEGINNING

PUBLIC ACCESS AND  
PARKING EASEMENT  
± 15,912 SF / 0.365 ACRES

KAHLE DR

Curve Data:

C1 R = 2540.00'  
D = 00° 53' 34"  
L = 39.58'

Line Data:

L1 S 89° 04' 33" E, 312.47'  
L2 S 00° 48' 26" W, 85.80'  
L3 N 89° 16' 37" W, 75.41'  
L4 N 00° 02' 30" W, 46.51'  
L5 N 89° 03' 55" W, 238.64'

EXHIBIT B  
DRAFT



MAY 19, 2014

# EXHIBIT 4

COPY

APN:

Recording Requested by and  
Return Recorded Original to:  
Douglas County, Nevada  
Community Development  
County Engineer  
Post Office Box 218  
Minden, Nevada 89423

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. (N.R.S. Chapter 239)

---

**GRANT OF EASEMENT**

This grant is made between Douglas County, a political subdivision of the State of Nevada ("Grantee"), and Bluth Trust UTD 1993 ("Grantor"). For valuable consideration, the receipt of which is hereby acknowledged and described in the Exchange of Real Property Agreement executed between the parties, Grantor hereby grants and conveys to the Grantee, a non-exclusive easement for access, restoration, construction and maintenance of Burke Creek as realigned over a portion Adjusted Parcel A, including the parking area, driveway to US Highway 50 and drive aisles as depicted in the attached legal description and map (Creek Easement) incorporated herein. Grantee's use of the easement shall not materially interfere with the business or business located on Adjusted Parcel B. Grantor, shall not, except for special, temporary events or except for its leasees and concessionaires operating from structures located on Proposed Parcel B grant parking authorization in the Creek Easement area to a private party. Any right of leasees or concessionaires shall be non-exclusive. Written notice of any special, temporary event affecting the Creek Easement area shall be provided to the Grantee in a timely fashion. The Grantee is not responsible for the maintenance of the Creek Easement area.

All rights afforded by this Creek Easement shall run with the land and shall be binding upon successors, agents and assigns forever.

Grantor and Grantee hereby represent that this Creek Easement has been duly executed and constitutes a valid, binding and enforceable obligation.

**GRANTOR**

**GRANTEE**

**Bluth Trust UTD 1993**  
**By: Charles P. Bluth,**  
**Trustee**

**Douglas County**  
**Board of County Commissioners**

\_\_\_\_\_  
By: Charles P. Bluth

\_\_\_\_\_  
By: Doug N. Johnson, Chairman

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**By: Cynthia C. Bluth,**  
**Trustee**

\_\_\_\_\_  
By: Cynthia C. Bluth

\_\_\_\_\_  
DATE

STATE OF NEVADA )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 201\_, \_\_\_\_\_ personally appeared before me, a notary public, and was personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged to me that she/he executed the foregoing Easement with full authority on behalf of Bluth Trust UTD 1993.

\_\_\_\_\_  
Notary's Signature

STATE OF NEVADA )  
  ) ss:  
DOUGLAS COUNTY )

On the \_\_\_\_ day of \_\_\_\_\_, 201\_, \_\_\_\_\_ personally appeared before me, a notary public, and was personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged to me that she/he executed the foregoing Easement with full authority on behalf of Bluth Trust UTD 1993.

\_\_\_\_\_  
Notary's Signature

STATE OF NEVADA )  
  ) ss:  
DOUGLAS COUNTY )

On the \_\_\_\_ day of \_\_\_\_\_, 201\_, Doug N. Johnson personally appeared before me, a notary public, and was personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged to me that she/he executed the foregoing on behalf of Douglas County.

\_\_\_\_\_  
Notary's Signature

**DRAFT**

**LEGAL DESCRIPTION FOR A  
PUBLIC ACCESS, CONSTRUCTION, and MAINTENANCE  
EASEMENT**

**EXHIBIT A**

That part of the Southwest Corner of Section 23, Township 13 North, Range 18 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, more particularly described as follows:

Commencing at the southwestern property line of Adjusted Parcel A as shown on a record of survey in support of a boundary line adjustment for Douglas County & the Bluth Trust UTD April 1993 and recorded with the Douglas County Recorder's Office as DOC XXXXX. Said point also being the eastern Right-of-Way Boundary of U.S. Highway 50 and the Point of Beginning;

Thence northerly along said Right-of-Way line along a curve concave to the west having a radius of 2540.00' through a central angle of  $01^{\circ}48'47''$  with an arc length of 80.37';

Thence south  $88^{\circ}59'50''$  east a distance of 157.00';

Thence south  $00^{\circ}53'04''$  west a distance of 80.04';

Thence north  $89^{\circ}06'58''$  west a distance of 156.43' to the Point of Beginning;

Said easement contains 12,551 square feet, more or less.

**DRAFT**

**DRAFT**

US HIGHWAY 50  
C1

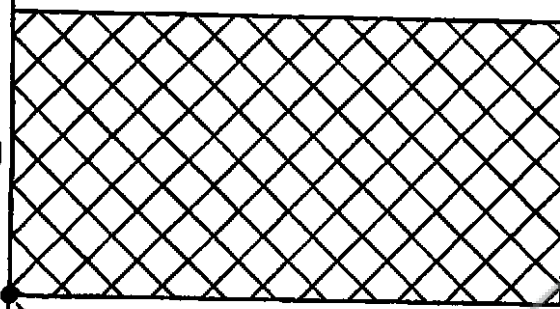
ADJUSTED  
PARCEL D

L1

ADJUSTED  
PARCEL A

L2

PUBLIC ACCESS, CONSTRUCTION  
AND MAINTENANCE EASEMENT  
± 12,551 SF / 0.288 ACRES



POINT OF  
BEGINNING

L3

ADJUSTED  
PARCEL B

ADJUSTED  
PARCEL C

ADJUSTED  
PARCEL D

KAHLE DR

<b>Curve Data:</b>	<b>Line Data:</b>
C1 R = 2540.00'	L1 S 88° 59' 50" E, 157.00'
D = 01° 48' 47"	L2 S 00° 53' 04" W, 80.04'
L = 80.37'	L3 N 89° 06' 58" W, 156.43'

**EXHIBIT B**  
**DRAFT**



MAY 16, 2014

COPY

Douglas County

State of Nevada

**CERTIFIED COPY**

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

25<sup>th</sup> day of June, 2014  
By [Signature] Deputy