

DOC # 849828
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OFFICIAL RECORD
Requested By:
First American Title Reno
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 17 Fee: \$30.00
BK-914 PG-4507 RPTT: 0.00



RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Andrew R. Cohen, Esq.
Leland, Parachini, Steinberg,
Matzger & Melnick, LLP
199 Fremont Street, 21st Floor
San Francisco, CA 94105

APP # 1320-30-802-029

Order # 121-2467813 m.r.

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (the "Easement") is made and entered into as of this 18 day of SEPTEMBER, 2014, by and among WESTLAKE FARMS, INC., a California corporation ("WESTLAKE") and CALIFORNIA GOLD MINDEN PARTNERS, LLC, a California limited liability company ("CALIFORNIA GOLD").

RECITALS

- A. WESTLAKE is the owner of that certain real property situated in City of Minden, County of Douglas, State of Nevada, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth herein ("WESTLAKE Property");
- B. CALIFORNIA GOLD is the owner of that certain real property situated in the City of Minden, County of Douglas, State of Nevada, the legal description of which is attached hereto as Exhibit B and incorporated herein by this reference as if fully set forth herein ("CALIFORNIA GOLD Property");
- C. The WESTLAKE Property is adjacent to the CALIFORNIA GOLD Property;
- D. WESTLAKE and CALIFORNIA GOLD (sometimes referred to herein as the "Parties hereto") now desire to establish a temporary construction easement upon the WESTLAKE Property and for the benefit of the CALIFORNIA GOLD Property as provided for herein; and
- E. The Parties hereto acknowledge that in connection with the construction of the improvements on the WESTLAKE Property, the owner was required to install three (3) separate decorative overhangs upon the west elevation of the building (the "Decorative Overhangs") as reflected on the Building Exhibit attached hereto as Exhibit C and incorporated herein by this reference as if fully set forth herein (the "Building Exhibit").



NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Temporary Construction Easement. Upon the development of the CALIFORNIA GOLD Property and the construction of improvements thereon, WESTLAKE hereby grants CALIFORNIA GOLD a temporary construction easement for access and passage over and across the WESTLAKE Property, to the extent reasonably necessary for CALIFORNIA GOLD, at its sole cost and expense, and in accordance with all laws, to remove two of the three Decorative Overhangs as reflected on the Building Exhibit (the "Work"). During the removal of the designated Decorative Overhangs by CALIFORNIA GOLD, CALIFORNIA GOLD shall not cause any material or adverse interference with WESTLAKE or its tenant's use and operation of the WESTLAKE Property, CALIFORNIA GOLD shall repair any damage to the Improvements cause by the removal of the Decorative Overhangs and CALIFORNIA GOLD shall restore the Improvements to their condition prior to the installation of the Decorative Overhangs and in a water-tight condition. Prior to exercising the rights granted herein, CALIFORNIA GOLD shall provide at least twenty (20) days prior written notice specifying the schedule for the Work and with a certificate of insurance showing that its contractor has obtained a commercial general liability insurance policy in the minimum amount of Two Million Dollars (\$2,000,000) combined single limit for injury to or death of one or more persons in an occurrence, and for damage to tangible property (including loss of use) in an occurrence. Such policy shall insure the contractual liability of CALIFORNIA GOLD covering the indemnities herein and (i) shall name WESTLAKE an additional insured, and (ii) shall be primary and non-contributing with any other insurance available to WESTLAKE. CALIFORNIA GOLD shall promptly pay all costs and expenses associated with the Work, shall complete the Work as quickly as possible and shall keep the WESTLAKE Property free of any liens which arise out of the Work. CALIFORNIA GOLD shall indemnify, defend and hold WESTLAKE and its partners and their respective members, shareholders, officers, directors, partners, employees, agents, representatives, affiliates, successors and assigns (collectively the "Westlake Related Parties") harmless from any and all liabilities, losses, claims, costs, demands, and expenses (including reasonable attorneys' fees and costs, and including the obligation to provide a defense for WESTLAKE and the Westlake Related Parties with counsel reasonably acceptable to WESTLAKE and the Westlake Related Parties) arising out of or in any way connected with: (i) the Work; and (ii) any liens imposed against the WESTLAKE Property arising out of the Work or CALIFORNIA GOLD's activities relating to the WESTLAKE Property; and (iii) any physical damage to the WESTLAKE Property, to the extent arising from such Work. The restoration and indemnity obligations contained in this paragraph shall survive the termination of this Easement.

2. Termination of the Easement. Upon CALIFORNIA GOLD's completion of the removal of the Decorative Overhangs and completion of the construction of Improvements on the CALIFORNIA GOLD Property, the parties hereto shall terminate this Easement in recordable form, the form of which is reasonably acceptable to the Parties. In the event this Easement is not terminated in recordable form on or prior to the date which is four (4) years after the date this Easement is recorded, then this Easement shall automatically terminate and be of no further force or effect without further action or writing required by the parties hereto, except for any provisions which are expressly stated to survive such termination. In the event the Work is commenced prior to the expiration of such four (4) year period, such automatic termination shall



be postponed for so long as CALIFORNIA GOLD diligently and continuously proceeds with the performance of the Work.

3. Notices. Notices or other communications hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company such as FedEx, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each Party may change from time to time their respective address for notice hereunder by like notice to the other Parties. The notice address of each Party is as follows:

WESTLAKE: Westlake Farms, Inc.
23311 Newton Avenue
Stratford, CA 93266
Attn: Ceil Howe, Jr.

CALIFORNIA GOLD: California Gold Development Corp.
133 Old Wards Ferry Road
Sonora, CA 95370
Attn: Scot Patterson

With a copy to: Leland, Parachini, Steinberg,
Matzger & Melnick, LLP
199 Fremont Street, 21st Floor
San Francisco, CA 94105
Attn: Andrew R. Cohen, Esq.

4. Representations. WESTLAKE and CALIFORNIA GOLD represent and warrant to each other that they have the authority to enter into this Easement and that they have not made a prior assignment of their respective interest in the property and that no consents or approvals or signatures of third parties are required for the effectiveness of this Easement and the enforcement of the terms hereof except as otherwise set forth herein.

5. Estoppel Certificates. Each Party, within thirty (30) days of its receipt of a written request from the other Party(s) shall from time to time provide the requesting Party a certificate binding upon such Party stating: (a) to the best of such Party's knowledge, whether any Party is in default or violation of this Easement and if so identifying such default or violation, and (b) that this Easement is in full force and effect and identifying any amendments thereto as of the date of such certificate.

6. Bankruptcy. In the event of any bankruptcy affecting any Party hereto, the Parties hereto agree that this Easement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankruptcy of such person or entity.



7. No Personal Liability. Except as specifically provided for below, there shall be absolutely no personal liability of persons, firms, partnerships, corporations or entities who constitute a Party hereto, including, but not limited to, shareholders, officers, directors, partners, employees or agents of a Party hereto with respect to any of the terms, obligations, covenants, conditions, restrictions and provisions of this Easement. In the event of a default by a Party hereunder, any non-defaulting Party who seeks recovery from a defaulting Party hereto shall look solely to the interest of such defaulting Party, and its successors and assigns, in its respective parcel for the satisfaction of each and every applicable remedy of the non-defaulting Party.

8. Taxes and Assessments. Each Party shall pay or cause to be paid all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its property.

9. No Termination for Breach. No breach hereunder shall entitle any Party to cancel, rescind or otherwise terminate this Easement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any property subject to this Easement made in good faith for value, but the easement granted herein shall be binding upon and effective against any owner of such property covered hereby whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

10. Attorneys' Fees. In the event a Party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

11. No Waiver. No waiver of any default of any obligation by any Party hereto shall be implied from any omission by the other Party to take any action with respect to such default.

12. No Agency. Nothing in this Agreement shall be deemed or construed by either Party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint ventures or of any other association between the Parties.

13. Covenants to Run with Land. It is intended that the easement, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

14. Severability. Each provision of this Easement and the application thereof to the property subject thereto are hereby declared to be independent of and severable from the remainder of this Easement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of the Easement. In the event the validity or enforceability of any provision of the Easement is held to be dependent upon the existence of a specific legal description, the Parties agree to promptly cause such legal description to be prepared. Ownership of any parcel subject to this Easement shall not terminate this Easement, nor in any manner affect or impair the validity or enforceability of this Easement.



15. Entire Agreement. This Easement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

16. Counterparts. This Easement may be executed with counterpart signature pages, but only one (1) original of this Easement shall exist, which original shall be promptly recorded by CALIFORNIA GOLD, at its sole cost and expense, and, once recorded, CALIFORNIA GOLD shall deliver a copy of the recorded Easement to WESTLAKE.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURES APPEAR ON THE FOLLOWING PAGE]

This instrument is being recorded as an "Accommodation Only" by First American Title Insurance Company and has not been examined as to its validity, execution or its effect upon title, if any.



IN WITNESS WHEREOF, the Parties hereto have executed this Easement as of the date first written above.

WESTLAKE FARMS, INC.,
a California corporation

By: *Cecil W Howe Jr*
Printed Name: Cecil W Howe Jr
Its: Pres

By: *Cecil W Howe Jr*
Printed Name: Cecil W Howe Jr
Its: Secretary

CALIFORNIA GOLD MINDEN PARTNERS, LLC,
a California limited liability company

SIGNED IN
COUNTERPART

By: _____
Scot Patterson
Its: Managing Member



IN WITNESS WHEREOF, the Parties hereto have executed this Easement as of the date first written above.

WESTLAKE FARMS, INC.,
a California corporation

By: _____ SIGNED IN
Printed Name: COUNTERPART
Its: _____

By: _____
Printed Name: _____
Its: _____

CALIFORNIA GOLD MINDEN PARTNERS, LLC,
a California limited liability company

By: *Scot Patterson*
Scot Patterson
Its: Managing Member



STATE OF California)

COUNTY OF Kings)

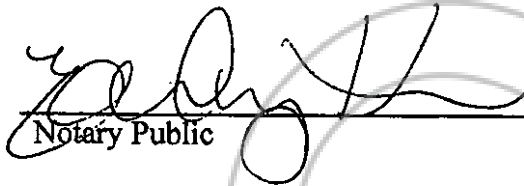
On September 18, 2014, before me, Haley Kroeber, a Notary Public, personally appeared

Cecil W Howe Jr, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





Notary Public



STATE OF California)
)
COUNTY OF Kings)

On September 18, 2014, before me, Haley Kroeber, a
Notary Public, personally appeared

Cecil Wittowe III, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public





STATE OF CALIFORNIA)
)
COUNTY OF TUOLUMNE)

On SEPTEMBER 17, 2014, before me, ELIZABETH E. TIERNEY, a
Notary Public, personally appeared

SCOT PATTERSON, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Elizabeth E. Tierney
Notary Public





EXHIBIT A

LEGAL DESCRIPTION OF THE WESTLAKE PROPERTY

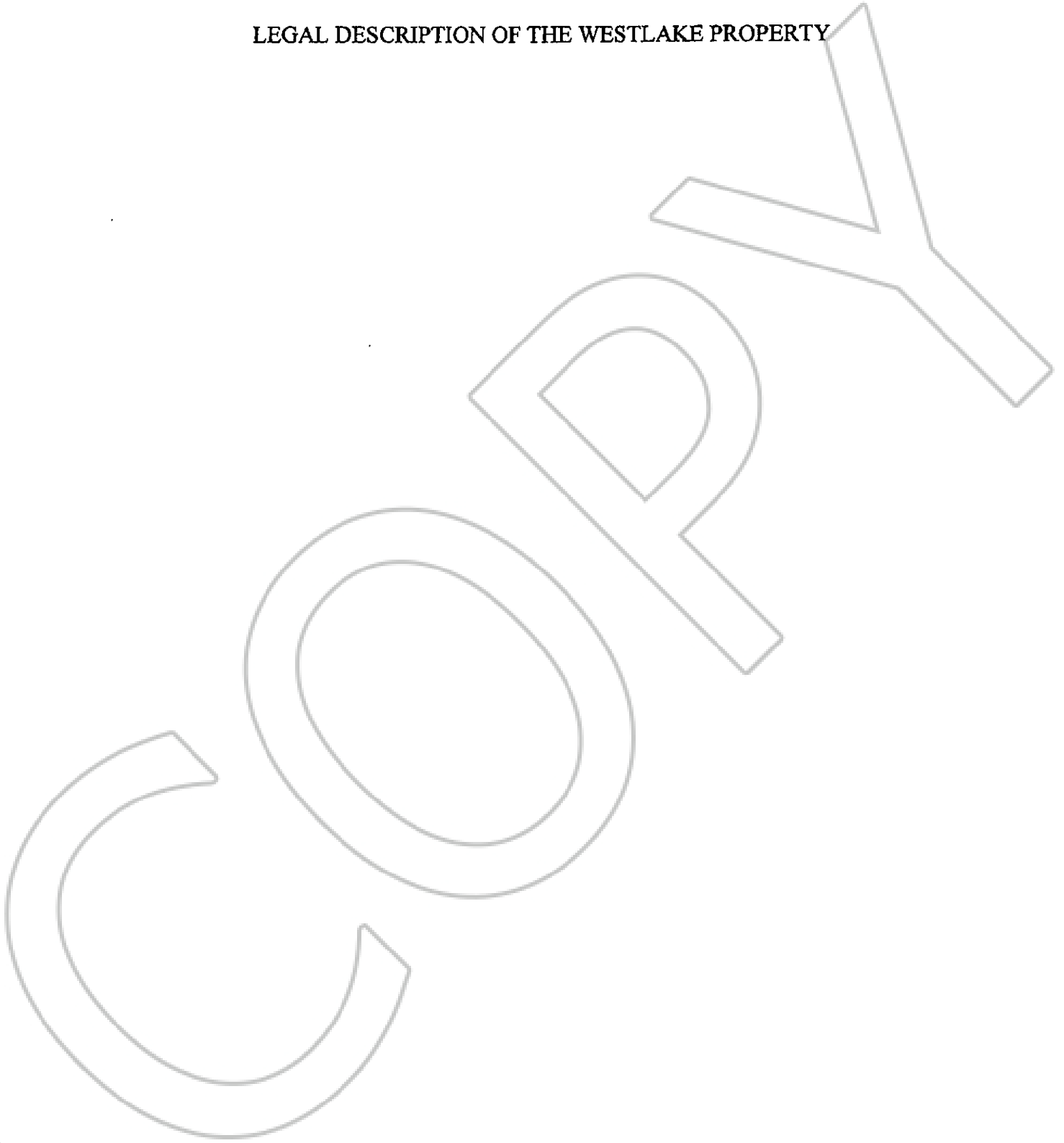




EXHIBIT 'A'

PARCEL 1:

ALL THAT CERTAIN REAL PROPERTY SITUATE WITHIN A PORTION OF SECTION 30, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.M., DOUGLAS COUNTY, NEVADA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL D AS SHOWN ON THAT RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT FOR MAVERIK, INC., RECORDED AS DOCUMENT NO. 812496 IN THE OFFICIAL RECORD OF DOUGLAS COUNTY, NEVADA, ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROUTE 88;

THENCE FROM THE POINT OF BEGINNING, ALONG SAID RIGHT OF WAY LINE, NORTH 00°22'11" EAST, 36.83 FEET;

THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 63°54'44" EAST, 281.81 FEET;

THENCE NORTH 26°03'41" EAST, 218.04 FEET;

THENCE SOUTH 63°56'19" EAST, 55.37 FEET;

THENCE NORTH 00°22'11" EAST, 212.34 FEET;

THENCE SOUTH 89°37'49" EAST, 33.01 FEET;

THENCE SOUTH 00°22'11" WEST, 18.50 FEET;

THENCE SOUTH 89°37'49" EAST, 19.50 FEET;

THENCE SOUTH 00°22'11" WEST, 123.00 FEET;

THENCE SOUTH 89°37'49" EAST, 45.50 FEET;

THENCE SOUTH 00°22'29" WEST, 101.50 FEET;

THENCE SOUTH 89°37'49" EAST, 29.56 FEET;

THENCE SOUTH 63°56'19" EAST, 119.80 FEET;

THENCE SOUTH 26°03'41" WEST, 39.50 FEET;

THENCE SOUTH 63°56'19" EAST, 40.98 FEET;

THENCE SOUTH 00°22'11" WEST, 265.52 FEET;



THENCE NORTH 63°56'19" WEST, 725.34 FEET TO THE POINT OF BEGINNING.

SAID LAND IS FURTHER SHOWN AND DELINEATED AS ADJUSTED PARCEL D ON RECORD OF SURVEY MAP RECORDED AUGUST 27, 2013 AS DOCUMENT NO. 829576.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED AUGUST 27, 2013 IN BOOK 0813, PAGE 7027 AS INSTRUMENT NO. 829575, OF OFFICIAL RECORDS DOUGLAS COUNTY, NEVADA.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS DEFINED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MINDEN GATEWAY CENTER RECORDED MAY 08, 2008 IN BOOK 508 AT PAGE 1598 AS INSTRUMENT NO. 722796, AS AMENDED AND RESTATED IN DOCUMENT RECORDED AUGUST 27, 2013 IN BOOK 0813 AT PAGE 7137 AS INSTRUMENT NO. 829608 IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER.



EXHIBIT B

LEGAL DESCRIPTION OF THE CALIFORNIA GOLD PROPERTY

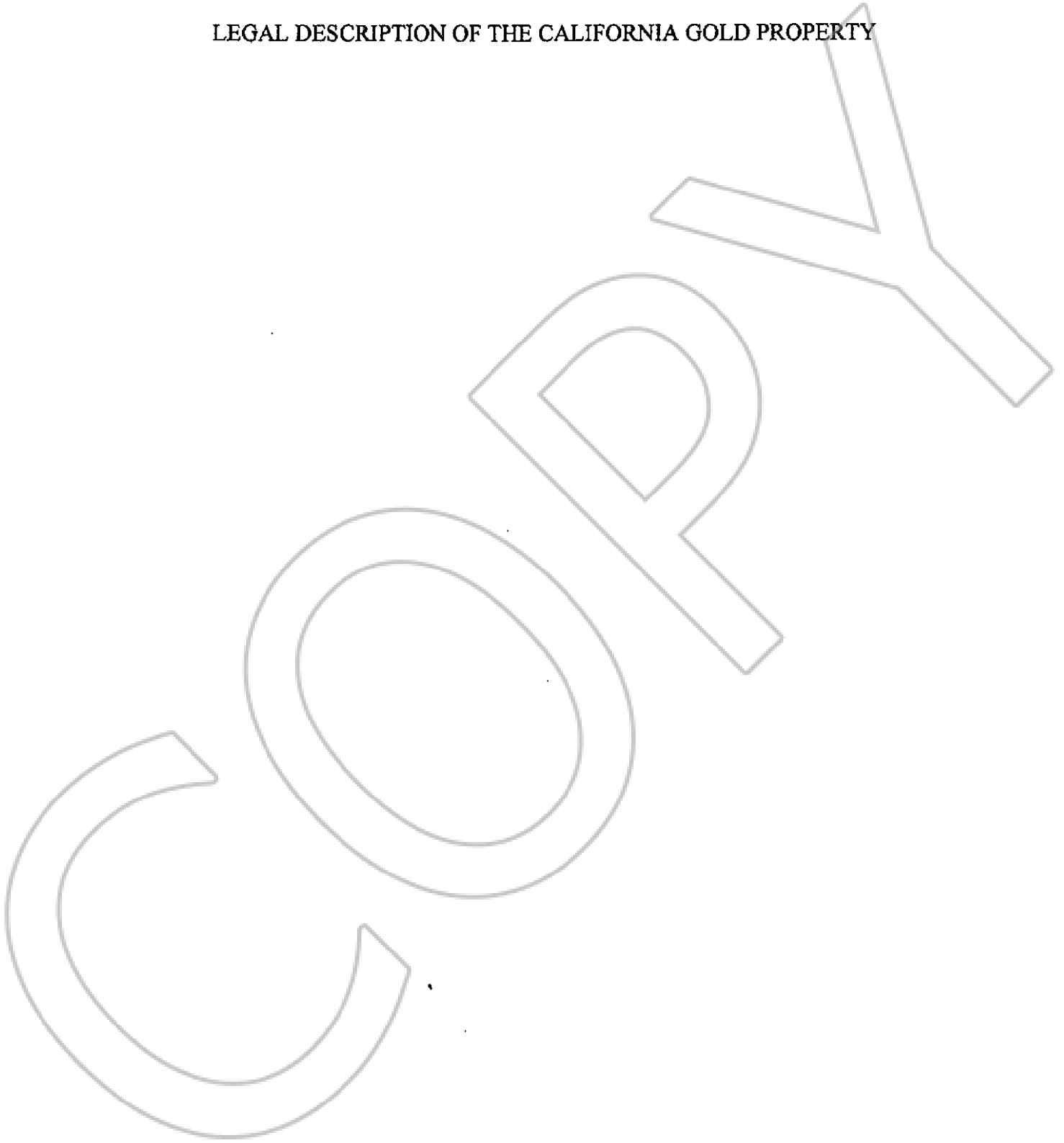




EXHIBIT 'B'

ALL THAT CERTAIN REAL PROPERTY SITUATE WITHIN A PORTION OF SECTION 30, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.M., DOUGLAS COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL E AS SHOWN ON THAT RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT FOR MARVERIK, INC., RECORDED AS DOCUMENT NO. 812496 IN THE OFFICIAL RECORD OF DOUGLAS COUNTY, NEVADA;

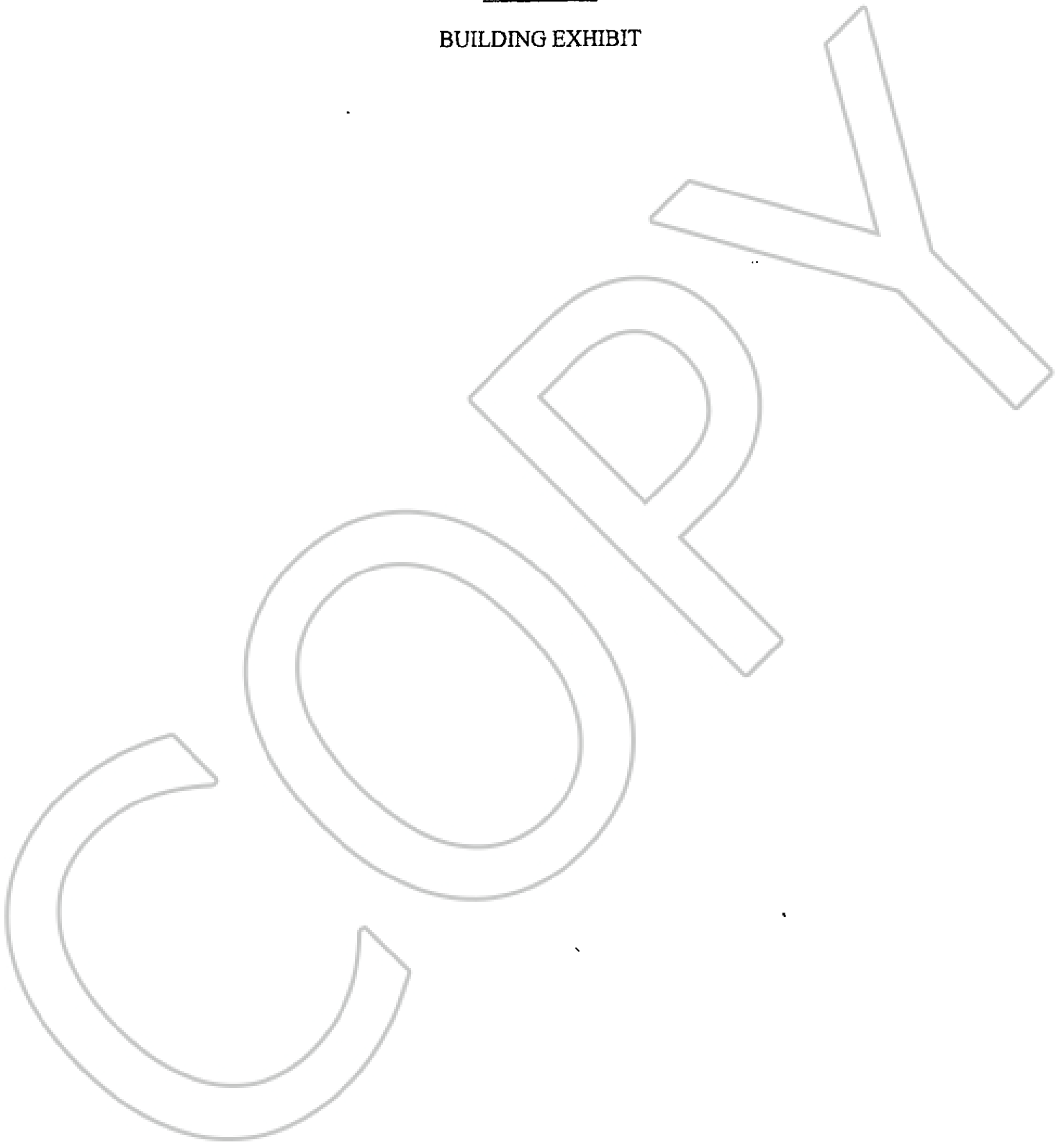
**THENCE FROM THE POINT OF BEGINNING, NORTH 26°05'16" EAST, 22.98 FEET;
THENCE NORTH 44°37'08" EAST, 77.07 FEET;
THENCE NORTH 25°51'27" EAST, 61.06 FEET;
THENCE SOUTH 64°21'51" EAST, 17.85 FEET TO THE BEGINNING OF A 2.50 FOOT RADIUS CURVE TO THE LEFT;
THENCE 5.01 FEET, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 114°55'42";
THENCE NORTH 00°42'27" EAST 26.19 FEET;
THENCE SOUTH 89°37'49" EAST, 5.37 FEET;
THENCE NORTH 00°22'11" EAST, 34.58 FEET;
THENCE SOUTH 63°56'19" EAST, 141.04 FEET;
THENCE SOUTH 26°03'41" WEST, 218.04 FEET;
THENCE NORTH 63°54'44" WEST, 164.09 FEET TO THE POINT OF BEGINNING.**

SAID LAND IS FURTHER SHOWN AND DELINEATED AS ADJUSTED PARCEL C ON RECORD OF SURVEY MAP RECORDED AUGUST 27, 2013 AS DOCUMENT NO. 829576.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED AUGUST 27, 2013 IN BOOK 0813, PAGE 7027 AS INSTRUMENT NO. 829575, OF OFFICIAL RECORDS DOUGLAS COUNTY, NEVADA.

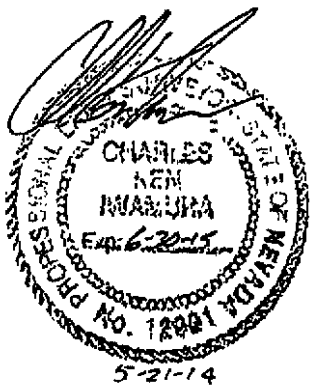


EXHIBIT C
BUILDING EXHIBIT



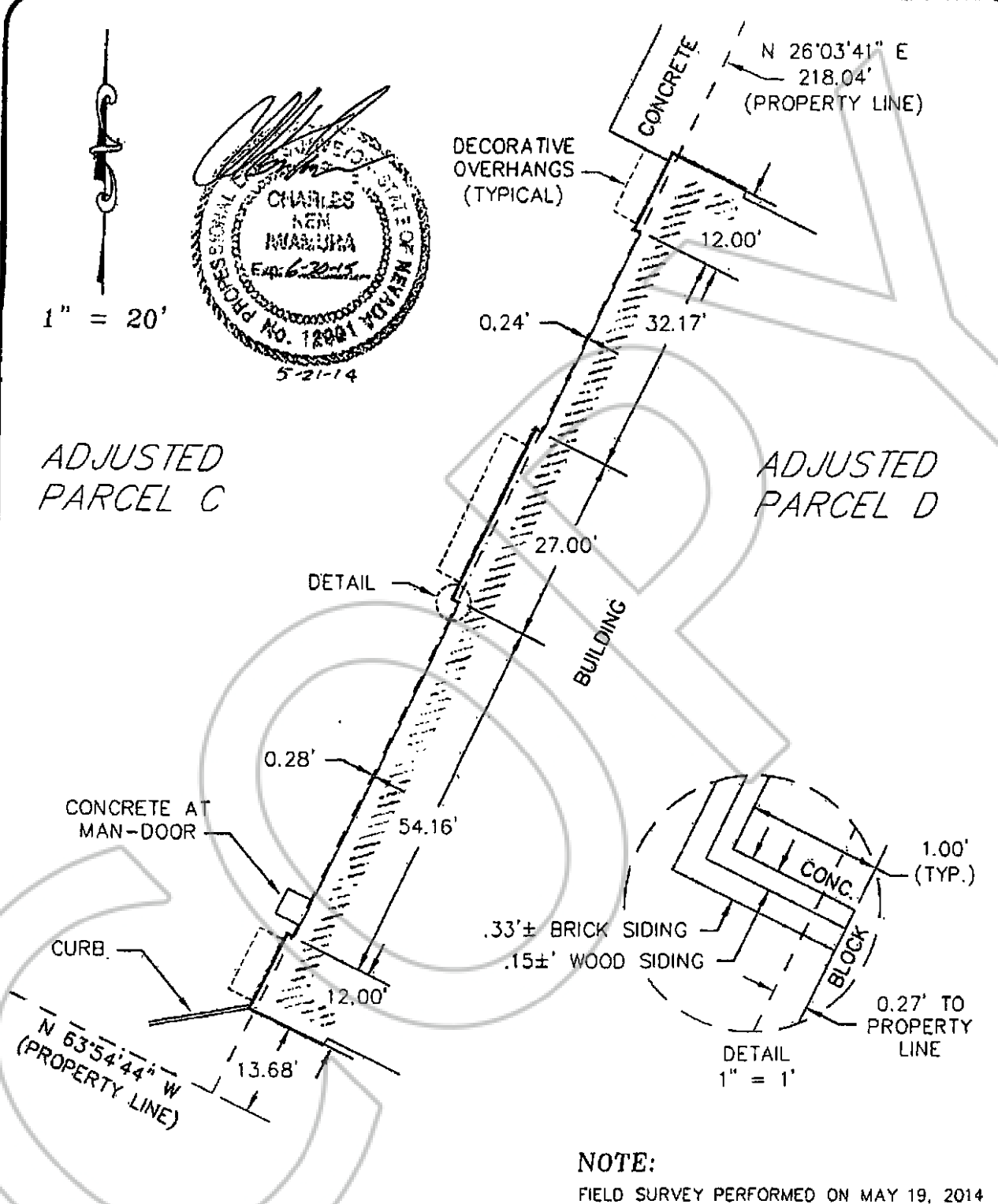


1" = 20'



ADJUSTED
PARCEL C

ADJUSTED
PARCEL D



NOTE:

FIELD SURVEY PERFORMED ON MAY 19, 2014

BUILDING EXHIBIT
 BETWEEN ADJUSTED PARCEL C
 & ADJUSTED PARCEL D
 APNs 1320-30-802-028 &
 1320-30-802-029
 DOUGLAS COUNTY, NEVADA



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 Carson City, Nevada 89706
 (775) 887-9911
 • FAX: (775) 887-9915

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