

A.P.N. 1023-00-002-001, 1023-00-002-006



00005392201408546290100102

KAREN ELLISON, RECORDER

WHEN RECORDED MAIL TO:

Jim Taylor, Manager  
West Walker Partners, LLC  
P.O. Box 62009  
Santa Barbara, CA 93160

CCT Founders, LLC  
C/O CP Management Company  
5000 N. Parkway Calabasas, Suite 204  
Calabasas, CA 91302

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**RECIPROCAL ACCESS AND UTILITY EASEMENT and  
ABANDONMENT OF EASEMENT**

**THIS RECIPROCAL ACCESS AND UTILITY EASEMENT and ABANDONMENT OF EASEMENT** is made and entered into effective December 01, 2014 (the "**Effective Date**"), by and between **CCT FOUNDERS, LLC**, a Nevada limited liability company, ("**CCT FOUNDERS**") and **WEST WALKER PARTNERS, LLC**, a Nevada limited liability company ("**WEST WALKER PARTNERS**").

WITNESSETH:

**WHEREAS**, CCT Founders is the owner of that certain real property in Douglas County, Nevada, consisting of approximately 4,161.59 acres, consisting of all that certain real property being a part of Sections 12, 13, 23, and 24 of Township 10 North, Range 22 East, and Sections 7, 8, 17, and 31 of Township 10 North, Range 23 East, M.D.B.&M., County of Douglas, State of Nevada, being recognized as Douglas County Assessor Parcel Numbers 1022-00-002-024, 1022-12-002-015, 1022-12-002-016, 1023-00-002-006, 1023-00-002-007, 1023-07-002-002, 1023-08-002-008, 1023-17-001-019, and 1023-17-002-006;

**WHEREAS**, West Walker Partners is the owner of approximately 605.57 acres of land located in Douglas County Nevada, recognized as A.P.N. 1023-00-002-001; and

**WHEREAS**, CCT Founders and West Walker Partners have agreed to grant a reciprocal access and utility easement as set forth in this document; and

**WHEREAS**, CCT Founders and West Walker Partners have agreed to abandon any and all easement rights and conditions as set forth in Document No. 381611, recorded September 27, 1993, in Book 0993 on Page 5035, of the Official Records of Douglas County, Nevada (the “Sugarman Easement”); and

**WHEREAS**, the CCT Founders is the successor in interest to Everett Temme, the Grantor and party of the first part to the Sugarman Easement; and

**WHEREAS**, West Walker Partners is the successor in interest to Joseph Sugarman, the party of the second part to the Sugarman Easement; and

**NOW THEREFORE**, in and for consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, CCT Founders and West Walker Partners hereby agree as follows:

1. CCT Founders Grant of Reciprocal Access and Utility Easement to West Walker Partners. CCT Founders hereby grants to West Walker Partners a private reciprocal and perpetual access and utility easement giving the right of access, ingress, and egress, and to construct, use, maintain, improve, and repair a road and utilities over and across the following described lands in the County of Douglas, State of Nevada:

See Exhibit A attached hereto and made a part hereof, containing the legal description of the reciprocal access and utility easement, and Exhibit B containing a survey plat of the reciprocal access and utility easement.

This reciprocal easement is granted subject to the following reservations by CCT Founders, its successors and assigns:

The right to use, cross, and re-cross the reciprocal easement at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with West Walker Partners’ use of the reciprocal easement.

2. West Walker Partners Grant of Reciprocal Access and Utility Easement to CCT Founders. West Walker Partners hereby grants to CCT Founders a private reciprocal and perpetual access and utility easement giving the right of access, ingress, and egress, and to construct, use, maintain, improve, and repair a road and utilities over and across the following described lands in the County of Douglas, State of Nevada:

See Exhibit C attached hereto and made a part hereof, containing the legal description of the reciprocal access and utility easement, and Exhibit D containing a survey plat of the reciprocal access and utility easement.

This reciprocal easement is granted subject to the following reservations by West Walker Partners, its successors and assigns:

The right to use, cross, and re-cross the reciprocal easement at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with CCT Founders' use of the reciprocal easement.

3. Abandonment of Sugarman Easement. CCT Founders and West Walker Partners hereby abandon any and all easement rights and conditions set forth in the Sugarman Easement, Document No. 381611, recorded September 27, 1993, in Book 0993 on Page 5035, of the Official Records of Douglas County, Nevada.
4. Binding Agreement. The Reciprocal Access and Utility Easement and Abandonment of Easement and the terms contained herein shall run with the land and be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
5. No Third Party Beneficiaries. Nothing in this agreement shall be deemed to create any third party rights to any entity or person not a party hereto (other than the successors and assigns of a party hereto), and this instrument shall not be construed in any respect to be a contract in whole or in part for the benefit of any other party except as foresaid.
6. Counterparts. This agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, CCT Founders and West Walker Partners have hereunto subscribed to and duly executed **THIS RECIPROCAL ACCESS AND UTILITY EASEMENT** and **ABANDONMENT EASEMENT** as of the Effective Date first written above.

*Remainder of this page left intentionally blank;  
Signatures appear on following pages.*

**CCT FOUNDERS, LLC,  
a Nevada limited liability company**

By: The A and C Horn Trust  
Its: Managing Member

By: [Signature]  
Alan F. Horn  
Its: Trustee

**ACKNOWLEDGEMENT**

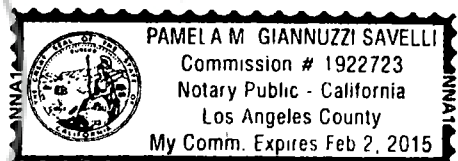
State of California )  
                                  )SS.  
County of Los Angeles )

The foregoing instrument was acknowledged before me on this 16 day of December, 2014, by Alan F. Horn, Trustee of The A and C Horn Trust, Managing Member of CCT Founders, LLC, a Nevada limited liability Company.

[Signature]  
Notary Public

Address: 697 SUTTON CREST TRL #404  
DALE PARK CA 91377

My commission expires: FEB 2, 2015



**WEST WALKER PARTNERS, LLC,  
a Nevada limited liability company**

By: James S. and Denise G. Taylor Living Trust  
Its: Managing Member

By: [Signature]  
James S. Taylor  
Its: Trustee

**ACKNOWLEDGEMENT**

State of California  
County of Santa Barbara )SS.

The foregoing instrument was acknowledged before me on this 16 day of December, 2014, by James S. Taylor, Trustee of the James S. and Denise G. Taylor Living Trust, Managing Member of West Walker Partners, LLC, a Nevada limited liability Company.

[Signature]  
Notary Public

Address: 3768 State St  
Santa Barbara, Ca 93105

My commission expires: April 1, 2017



## Exhibit A

### Legal Description for Reciprocal Access & Utility Easement Area within APN 1023-00-002-006

All that certain real property located in portions of Section 13, Township 10 North, Range 22 East and Section 18, Township 10 North, Range 23 East, Mount Diablo Meridian. Easement to be fifty (50) feet in width and centered on the line described herein, being more particularly described as follows:

**COMMENCING** at the corner common to Sections 12 and 13 of Township 10 North, Range 22 East and Sections 7 and 18 of Township 10 North, Range 23 East,

**THENCE**, S 54°17'00" W, 2035.29 feet to a point at the intersection of the centerline of an existing unpaved roadway and the western boundary of APN 1023-00-002-006, said point being the **TRUE POINT OF BEGINNING**.

- (1) **THENCE**, along the centerline of said roadway S 73°40'13" E, 3472.09 feet;
- (2) **THENCE**, S 78°43'32" E, 227.71 feet;
- (3) **THENCE**, N 74°23'41" E, 263.72 feet;
- (4) **THENCE**, S 75°36'01" E, 474.95 feet;
- (5) **THENCE**, S 71°24'43" E, 294.14 feet;
- (6) **THENCE**, S 78°28'58" E, 270.52 feet;
- (7) **THENCE**, S 76°49'50" E, 226.03 feet;
- (8) **THENCE**, S 71°55'55" E, 248.95 feet;
- (9) **THENCE**, S 77°45'03" E, 260.31 feet;
- (10) **THENCE**, S 70°01'45" E, 271.09 feet;
- (11) **THENCE**, S 66°38'53" E, 266.36 feet;

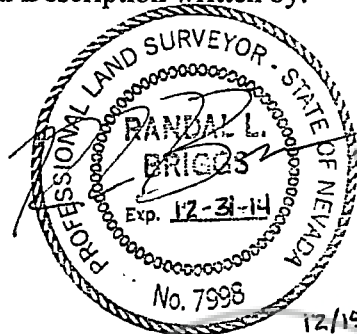
**(12) THENCE, S 49°29'17" E, 89.01 feet to a point at the intersection of the centerline and boundary of said unpaved roadway and parcel boundary, with said point ending the easement and being N 74°47'40" E, 6312.37 feet to the TRUE POINT OF BEGINNING.**

**CONTAINING 65,266 sq.ft. more or less**

The basis of bearing for this legal description is the Nevada Coordinate System, West Zone, North American Datum 1983/1994.

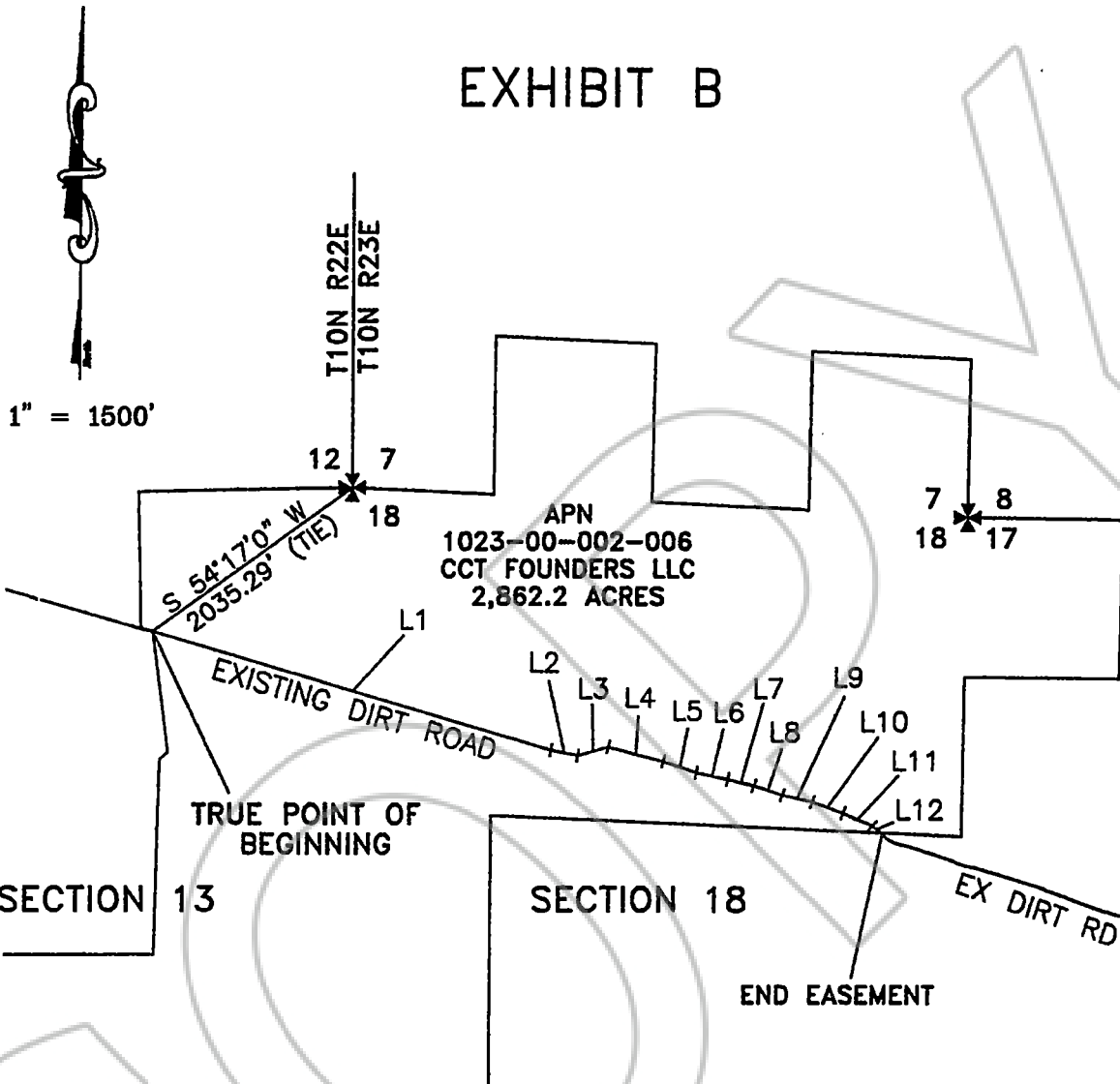
See Exhibit "B" attached hereto, and made a part hereof.

This Legal Description written by:



Randal L. Briggs, PLS  
TEC Engineering Consultants  
9480 Double Diamond Parkway, Suite #200  
Reno, Nevada 89521

# EXHIBIT B



1" = 1500'

APN  
1023-00-002-006  
CCT FOUNDERS LLC  
2,862.2 ACRES

S 54°17'0" W  
2035.29' (TIE)

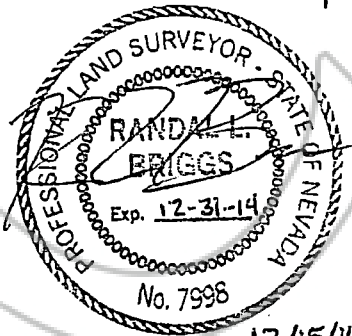
TRUE POINT OF BEGINNING

SECTION 13

SECTION 18

END EASEMENT

13 18  
24 19



12/15/14

LINE	BEARING	DISTANCE
L1	S 73°40'13" E	3472.09
L2	S 78°43'32" E	227.71
L3	N 74°23'41" E	263.72
L4	S 75°36'01" W	474.95
L5	S 71°24'43" E	294.14
L6	S 78°28'58" E	270.52
L7	S 76°49'50" E	226.03
L8	S 71°55'55" E	248.95
L9	S 77°45'03" E	260.31
L10	S 70°01'45" E	271.09
L11	S 66°38'53" E	266.36
L12	S 49°29'17" E	89.01



## Exhibit C

### Legal Description for Reciprocal Access & Utility Easement Area within APN 1023-00-002-001

All that certain real property located in portions of Section 18, Township 10 North, Range 23 East, Mount Diablo Meridian. Easement to be fifty (50) foot in width and centered on the line described herein, being more particularly described as follows:

**COMMENCING** at the corner common to Sections 12 and 13 of Township 10 North, Range 22 East and Sections 7 and 18 of Township 10 North, Range 23 East,

**THENCE**, S 57°21'16" E, 5271.70 feet to a point at the intersection of the centerline of an existing unpaved roadway and the northern boundary of APN 1023-00-002-001, said point being the **TRUE POINT OF BEGINNING**.

(1) **THENCE**, along the centerline of said roadway S 49°29'17" E, 108.70 feet;

(2) **THENCE**, S 72°59'03" E, 460.84 feet;

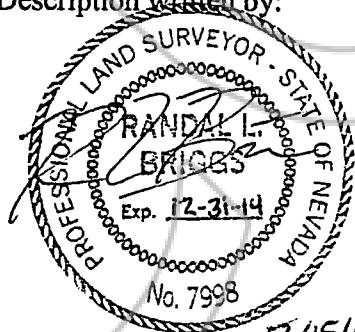
(3) **THENCE**, S 69°26'59" W, 152.89 feet to a point at the intersection of the centerline and boundary of said unpaved roadway and parcel boundary, with said point ending the easement and measuring N 68°45'10" W, 715.09 feet to the **TRUE POINT OF BEGINNING**.

**CONTAINING** 10,651 sq.ft. more or less

The basis of bearing for this legal description is the Nevada Coordinate System, West Zone, North American Datum 1983/1994.

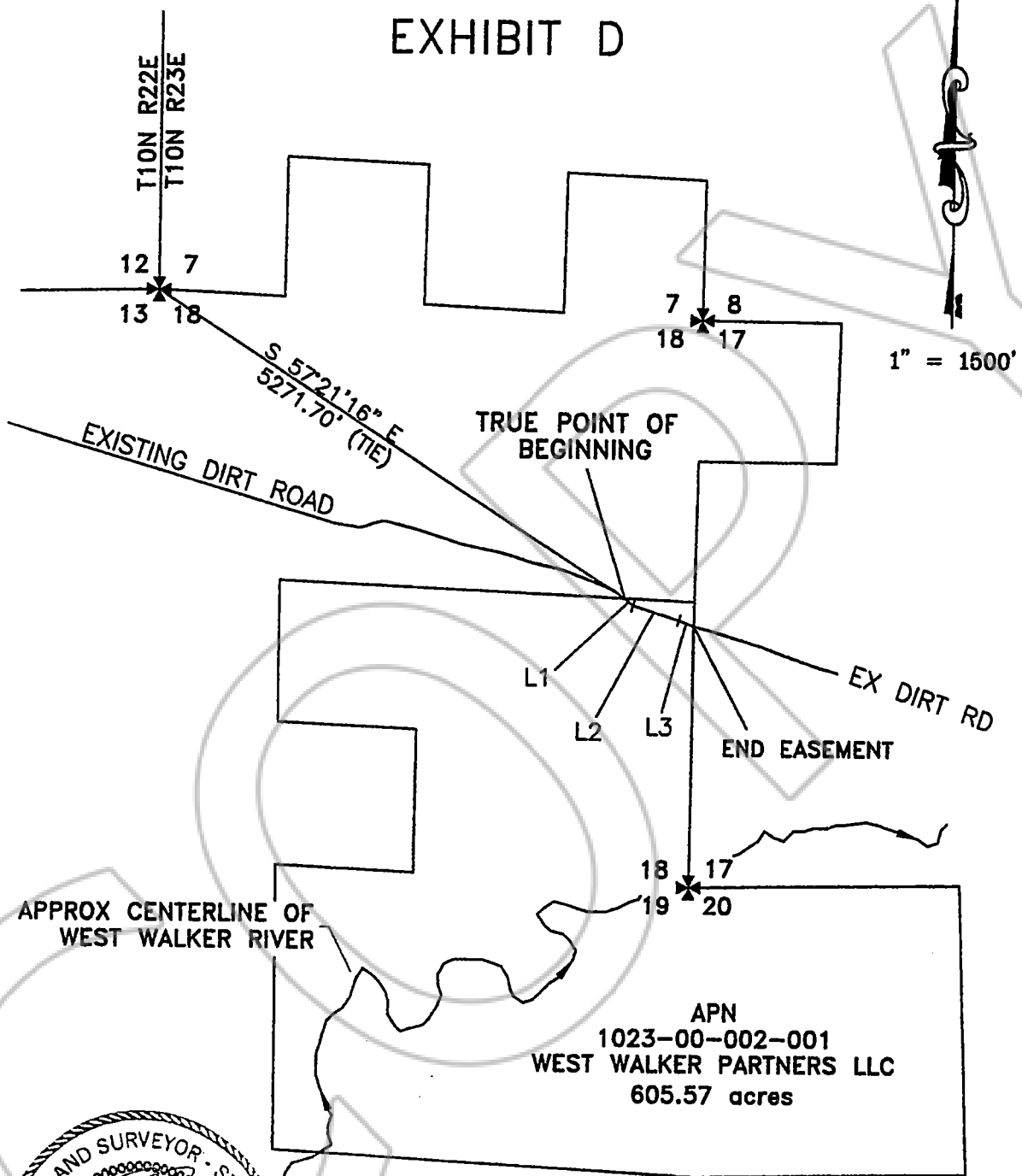
See Exhibit "D" attached hereto, and made a part hereof.

This Legal Description written by:



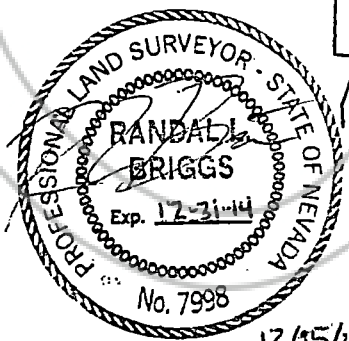
Randal L. Briggs, PLS  
TEC Engineering Consultants  
9480 Double Diamond Parkway, Suite #200  
Reno, Nevada 89521

# EXHIBIT D



APPROX CENTERLINE OF WEST WALKER RIVER

APN  
1023-00-002-001  
WEST WALKER PARTNERS LLC  
605.57 acres



12/15/14

LINE	BEARING	DISTANCE
L1	S 49°29'17" E	108.70'
L2	S 72°59'03" E	460.84'
L3	S 69°26'59" W	152.89'