

APN 1318-26-101-001 PTN

RECORDING REQUESTED BY:
Tahoe Regional Planning Agency
Post Office Box 5310
Stateline, Nevada 89449



KAREN ELLISON, RECORDER

WHEN RECORDED MAIL TO:
Winnifred C. Ward, Esq.
Stewart Ward & Josephson LLP
1601 Response Road, Suite 390
Sacramento, California 95815

**AGREEMENT ESTABLISHING RECIPROCAL PARKING
AND OTHER EASEMENTS AND COVENANTS**

This Agreement Establishing Reciprocal Parking and Other Easement and Covenants (this "Agreement") is made this 23rd day of January, 2015, between TAHOE DOUGLAS FIRE PROTECTION DISTRICT, a Nevada governmental entity (herein "TDFPD"), and FRONTIER COMMUNICATIONS OF THE SOUTHWEST, INC., a Delaware corporation (formerly known as New Communications of the Southwest Inc., a Delaware corporation) (herein "FCSW").

Recitals

- A. TDFPD is the owner of real property located in Douglas County, Nevada and more particularly described in Exhibit "A" hereto (hereinafter referred to as "Parcel 1");
- B. FCSW is the owner of real property located in Douglas County, Nevada and more particularly described in Exhibit "B" hereto (hereinafter referred to as "Parcel 2");
- C. Parcel 1 and Parcel 2 are contiguous;
- D. TDFPD and FCSW, on behalf of themselves and their respective successors and assigns, intend hereby to create various easements and covenants running with the land and which are appurtenant to Parcel 1 and Parcel 2 as hereafter set forth.

1. Reciprocal Easements - Parcel 1 and Parcel 2

TDFPD and FCSW grant to each other permanent, non-exclusive easements for ingress and egress (vehicular and pedestrian), snow removal and utilities (underground only), on, under and

across portions of Parcel 1 and Parcel 2, and more particularly described in Exhibit "C" hereto and incorporated herein by reference.

TDFPD and FCSW, and their respective successors and assigns, shall jointly and equally share the costs of snow removal and of the maintenance, repair and replacement of the ingress and egress easements, including surfaces, and common utilities located therein.

In the case of utilities dedicated solely to either Parcel 1 or Parcel 2, the owner thereof shall be solely responsible for the costs of installation, maintenance, repair and replacement thereof, and shall bear the costs of restoring and repairing any damage to the ingress and egress and utility easements caused by such activities.

2. Parking Easement in Favor of Parcel 1

FCSW grants to TDFPD a permanent, non-exclusive easement for parking (for TDFPD and its employees, guests, invitees, contractors and vendors only) (the "Parking Easement") and attendant snow removal and storage, on and across that portion of Parcel 2, and more particularly described in Exhibit "D" hereto and incorporated herein by reference. FCSW specifically reserves, for its exclusive parking and other use, that property on Parcel 2 more particularly described in the Parking Plan For Frontier Communications and Tahoe Douglas Fire Protection District prepared by Resource Concepts Inc. and attached hereto as Schedule "A" to Exhibit "D" and designated as "FCSW Reserved Parking".

TDFPD and FCSW, and their respective successors and assigns, shall jointly and equally share the costs of snow removal and storage and the maintenance, repair and replacement of the paved areas within Exhibit "D".

Notwithstanding the foregoing, should TDFPD hereafter sell or transfer Parcel 1 to any party other than to a governmental entity with a similar public safety mission, the owner of Parcel 1 shall be responsible for seeking any modifications to the Parking Easement, if any, required by the Tahoe Regional Planning Agency, and/or its successors in interest, as specified in that certain Deed Restriction recorded against Parcel 1 and Parcel 2 concurrently with this Agreement. In seeking such approval, the owner of Parcel 1 shall work diligently to

eliminate or reduce the burden of the Parking Easement upon Parcel 2.

3. **Snow Storage Easements in Favor of Parcel 1**

FCSW grants to TDFPD permanent, non-exclusive snow storage easements on, across and above that portion of Parcel 2 particularly described in Exhibits "E, Area 1" and "E, Area 2" hereto and incorporated herein by reference.

4. **Utilities and Drainage Easement in Favor of Parcel 2**

TDFPD grants to FCSW permanent, non-exclusive easements for telephone and telecommunications equipment and related conduits and cabling and any replacements thereof ("telephone equipment"), and for sewer, gas and drainage currently located on, above or below ground on Parcel 1 or within any easement area herein described and more particularly described.

Should FCSW or any successor or assign cease usage of Parcel 2 in connection with the operation of a telephone company, this easement, but only to the extent of the telephone equipment easement, shall be void and of no further force or effect.

FCSW and its successors and assigns shall be solely responsible for the maintenance, repair and replacement of said easements and shall bear the costs (with the exception of drainage, which shall remain the responsibility of TDFPD) of restoring and repairing any damage to Parcel 1 caused by such activities.

5. **Existing Utility Easements**

The parties shall be entitled to access and utilize existing easements of public record, or as-built, on either Parcel 1 or Parcel 2 and such modifications to the locations thereof, as may be necessary in furtherance of the subdivision of land resulting in the creation of Parcels 1 and 2, or for the reasonable use thereof.

6. **Temporary Easements for Maintenance, Repair and Replacement - Parcel 1 and Parcel 2**

A party shall not unreasonably impair the ability of the other party and its successors and assigns, to effect maintenance, repair and replacement and other requirements and

rights under the easements herein granted. The parties will permit the use of their respective Parcels for such purpose; however, in no event shall the ingress and egress easement be blocked in such a manner as to deny access to the parties' respective buildings and improvements. The parties shall give a minimum of seven (7) days' notice of any intended activity pursuant to this Paragraph.

7. **Compliance with Laws**

The parties agree to keep their easement areas in good and safe condition and in compliance with laws, ordinances, statutes, requirements and regulations of any government agency.

8. **Hold Harmless**

The parties indemnify and hold each other harmless from liability, loss damage, costs and expenses for injury or death to persons or property damage arising from the negligent or wanton use of any easement and from any breach of a party's obligations hereunder.

9. **Insurance**

At all times during the term of this Agreement, TDFPD and FCSW each, at its sole cost and expense, shall procure and maintain in effect a commercial general liability insurance policy with a financially responsible insurance company reasonably acceptable to the other, covering (i) the activities of the party and such party's use of any easement, and (ii) the indemnity obligations of the parties set forth in this Agreement. Each party shall deliver to the other a certificate of insurance for the commercial general liability insurance policy within ten (10) days after the recordation of this Agreement in the official records of Douglas County. Such insurance policy shall have a per occurrence limit of at least One Million and No/100 Dollars (\$1,000,000.00) and an aggregate limit of at least Two Million and No/100 Dollars (\$2,000,000.00), shall be primary and non-contributing with any other insurance available to the other party and shall contain a full waiver of subrogation clause.

10. **Default; Non-Use**

The easements herein created shall not be terminated by default of any obligation hereunder or by misuse or non-use of any easement granted hereunder. Except as otherwise provided herein, no abandonment or termination of any easement shall

occur, except by express recorded declaration of abandonment or termination executed by the owners of Parcel 1 and Parcel 2. Except as provided herein, the parties reserve all rights under law or equity.

11. **Not a Public Dedication**

Nothing herein will be deemed a gift or dedication of any easement or portion thereof to or for the general public; it being the intention of the parties that this Agreement Establishing Reciprocal Parking and Other Easements and Covenants be limited to and for the purposes expressed herein.

12. **Dominant and Servient Property**

The easements, covenants, rights and obligations created by this Agreement are appurtenances to the real property benefitted by such easements, covenants and rights, and may not be transferred, assigned or encumbered except as appurtenances to such real property. For purposes of the easements, covenants, rights and obligations, the property benefitted will constitute the dominant estate and the property burdened will constitute the servient estate.

13. **Cost Approval and Arbitration**

For any cost being jointly shared by the parties hereto, the parties shall agree, in advance, as to the amount of such cost and the persons providing such services. If the parties are unable to agree, the matter shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any arbitration shall be held in Douglas County, Nevada.

14. **Covenants Running with Land**

All of the easements, covenants, rights and obligations herein set forth shall run with the land and shall inure to the benefit of and shall be binding upon the parties hereto and all parties having or acquiring any right, title, interest or estate in Parcel 1 and Parcel 2 or any part thereof.

15. **Governing Law; Attorney's Fees**

This Agreement shall be interpreted and enforced under the laws of the State of Nevada.

In the event it should become necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to costs and fees, including reasonable attorney's fees incurred in connection therewith.

16. **Counterparts**

This Agreement may be executed in counterparts, all of which executed counterparts shall together constitute a single Agreement. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

PARCEL 1 OWNER:

TAHOE DOUGLAS FIRE
PROTECTION DISTRICT

By: Benjamin P. Sharit
Name: BENJAMIN P. SHARIT
Its: FIRE CHIEF

PARCEL 2 OWNER:

FRONTIER COMMUNICATIONS
OF THE SOUTHWEST, INC.

By: _____
Name: _____
Its: _____

STATE OF NEVADA } ss:
COUNTY OF DOUGLAS

This instrument was acknowledged before me on January 23 2015
by Benjamin P. Sharit.

Cindy Dillon
Notary Public



State of Texas
County of _____

This instrument was acknowledged before me on _____,
2015 by Kelley Stewart, Manager Real Estate Services of Frontier
Communications of the Southwest, Inc., a Delaware corporation,
on behalf of said corporation.

Signature of Notary

Notary Seal to be attached

PARCEL 1 OWNER:

TAHOE DOUGLAS FIRE
PROTECTION DISTRICT

By: _____

Name: _____

Its: _____

PARCEL 2 OWNER:

FRONTIER COMMUNICATIONS
OF THE SOUTHWEST, INC.

By: Kelley Stewart

Name: Kelley STEWART

Its: Manager Real Estate

STATE OF NEVADA
COUNTY OF DOUGLAS

} ss:

This instrument was acknowledged before me on _____, 2015
by _____.

Notary Public

State of Texas
County of Collin

This instrument was acknowledged before me on January 23,
2015 by Kelley Stewart, Manager Real Estate Services of Frontier
Communications of the Southwest, Inc., a Delaware corporation,
on behalf of said corporation.

Jennifer A Stocks
Signature of Notary

Notary Seal to be attached

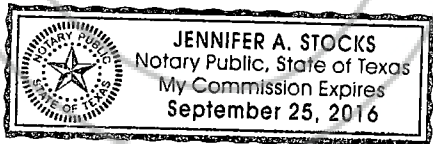


Exhibit "A"

Parcel 1 Legal Description

A portion of the northwest one-quarter of the northwest one-quarter of Section 26, Township 13 North, Range 18 East, M.D.M., Douglas County, Nevada being more particularly described as follows:

COMMENCING at the northwest corner of said Section 26 as shown on Record of Survey for Park Cattle Company, Document No. 155945, Official Records, Douglas County, Nevada;

thence S. $00^{\circ}21'39''$ E., along the West line of said Section 26, 123.02 feet;

thence S. $60^{\circ}36'51''$ E., 151.80 feet to a point on the southerly right-of-way line of Kingsbury Grade and the most westerly corner of the California Interstate Telephone Company parcel as shown on Record of Survey for California Interstate Telephone, recorded April 1, 1960 as Document No.15865 and the TRUE POINT OF BEGINNING;

thence, along said southerly right-of-way line, N. $63^{\circ}54'49''$ E., 127.64 feet to a $5/8''$ rebar with cap marked PLS 11172;

thence, continuing along said southerly right-of-way line, 57.19 feet along the arc of a curve to the right having a central angle of $03^{\circ}24'48''$ and a radius of 960.00 feet, (chord bears N. $65^{\circ}37'13''$ E., 57.18 feet);

thence S. $11^{\circ}22'47''$ E., 109.62 feet;

thence S. $26^{\circ}32'42''$ W., 68.33 feet to a point on the northeasterly line of the Park Cattle Company property;

thence N. $60^{\circ}36'51''$ W., 181.11 feet to the POINT OF BEGINNING.

Containing 16,126 Square Feet, more or less.

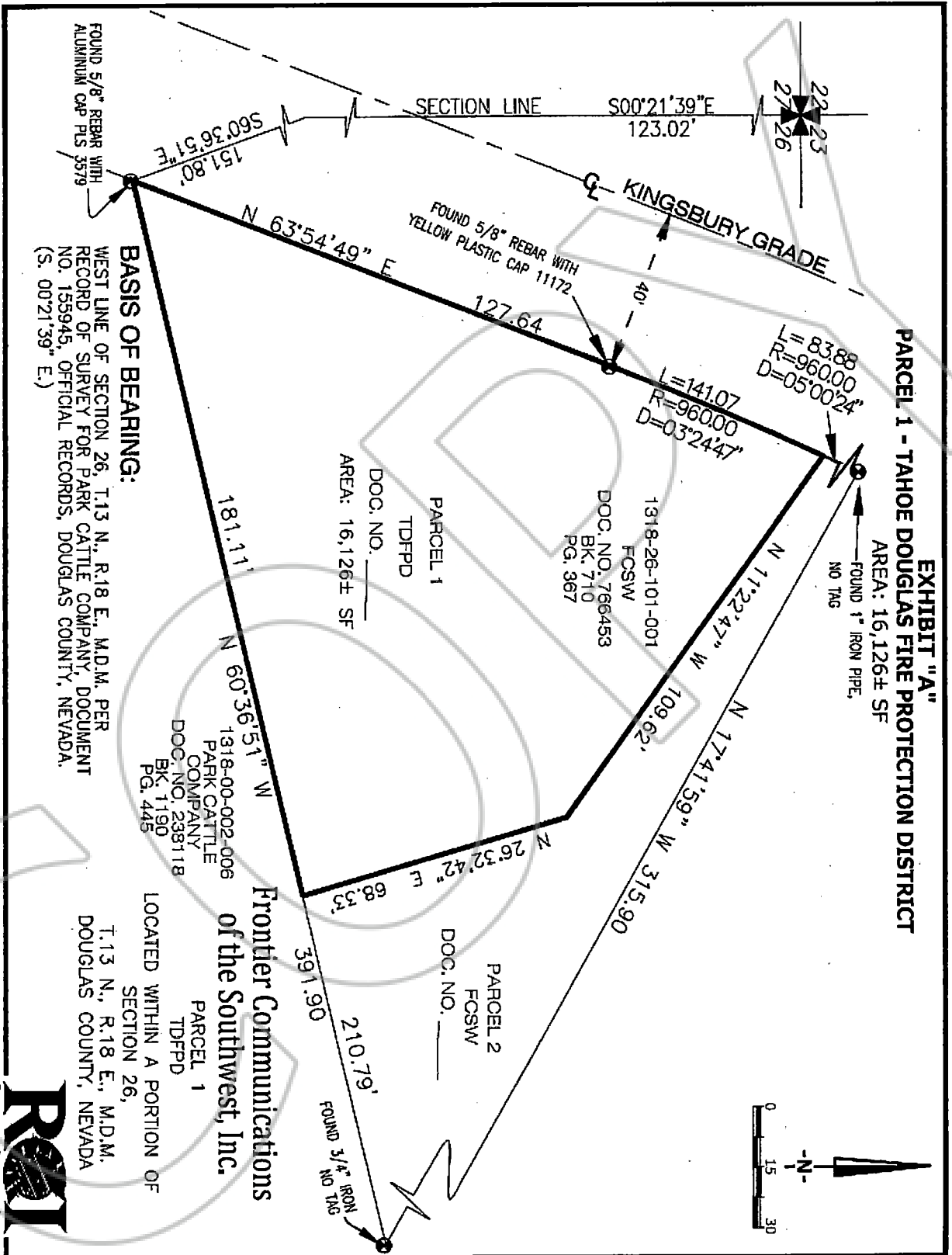


Exhibit "B"

Parcel 2 Legal Description

A portion of the northwest one-quarter of the northwest one-quarter of Section 26, Township 13 North, Range 18 East, M.D.M., Douglas County, Nevada being more particularly described as follows:

COMMENCING at the northwest corner of said Section 26 as shown on Record of Survey for Park Cattle Company, Document No. 155945, Official Records, Douglas County, Nevada;

thence S. $00^{\circ}21'39''$ E., along the West line of said Section 26, 123.02 feet;

thence S. $60^{\circ}36'51''$ E., 151.80 feet to a point on the southerly right-of-way line of Kingsbury Grade and the most westerly corner of the California Interstate Telephone Company parcel as shown on Record of Survey for California Interstate Telephone, recorded April 1, 1960 as Document No.15865;

thence, along said southerly right-of-way line, N. $63^{\circ}54'49''$ E., 127.64 feet to a $5/8''$ rebar with cap marked PLS 11172;

thence, continuing along said southerly right-of-way line, 57.19 feet along the arc of a curve to the right having a central angle of $03^{\circ}24'48''$ and a radius of 960.00 feet, (chord bears N. $65^{\circ}37'13''$ E., 57.18 feet), to the TRUE POINT OF BEGINNING;

thence, continuing along said southerly right-of-way line, 83.88 feet along the arc of a curve to the right having a central angle of $05^{\circ}00'23''$ and a radius of 960.00 feet, (chord bears N. $69^{\circ}49'48''$ E., 83.86 feet);

thence S. $17^{\circ}41'59''$ E., 315.90 feet to a point on the northeasterly line of the Park Cattle Company property;

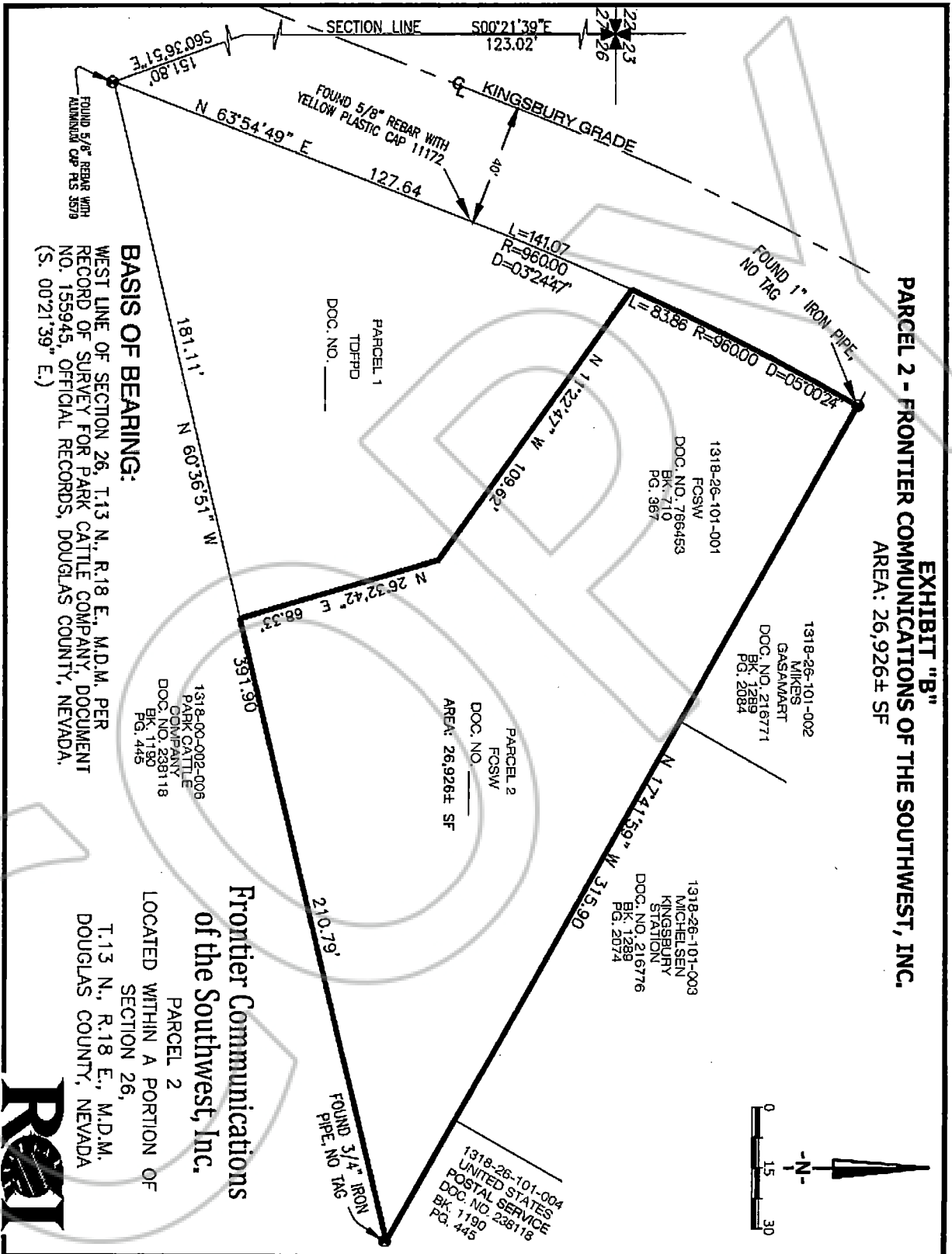
thence N. $60^{\circ}36'51''$ W., along said northeasterly line, 210.79 feet;

thence N. $26^{\circ}32'42''$ E., 68.33 feet;

thence N. $11^{\circ}22'47''$ W., 109.62 feet to the POINT OF BEGINNING.

Containing 26,926 Square Feet, more or less.

EXHIBIT "B"
PARCEL 2 - FRONTIER COMMUNICATIONS OF THE SOUTHWEST, INC.
 AREA: 26,926± SF



BASIS OF BEARING:
 WEST LINE OF SECTION 26, T.13 N., R.18 E., M.D.M. PER RECORD OF SURVEY FOR PARK CATTLE COMPANY, DOCUMENT NO. 155945, OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA, (S. $00^{\circ}21'39''$ E.)

Frontier Communications
of the Southwest, Inc.
 LOCATED WITHIN A PORTION OF
 PARCEL 2
 SECTION 26,
 T.13 N., R.18 E., M.D.M.
 DOUGLAS COUNTY, NEVADA



Exhibit "C"

Access, Utility and Snow Removal Easements

A portion of the northwest one-quarter of the northwest one-quarter of Section 26, Township 13 North, Range 18 East, M.D.M., Douglas County, Nevada, for snow removal, reciprocal access easement and public utility easement purposes, being more particularly described as follows:

COMMENCING at the northwest corner of said Section 26 as shown on Record of Survey for Park Cattle Company, Document No. 155945, Official Records, Douglas County, Nevada;

thence S. $00^{\circ}21'39''$ E., along the West line of said Section 26, 123.02 feet;

thence S. $60^{\circ}36'51''$ E., 151.80 feet to a point on the southerly right-of-way line of Kingsbury Grade as shown on Record of Survey for California Interstate Telephone, recorded April 1, 1960 as Document No. 15865 being the most westerly corner of the Frontier Communications of the Southwest parcel shown as the California Interstate Telephone Company parcel on said Document No. 15865;

thence, along said southerly right-of-way line, N. $63^{\circ}54'49''$ E., 127.64 feet to a $5/8''$ rebar with cap marked PLS 11172;

thence, continuing along said southerly right-of-way line, 36.08 feet along the arc of a curve to the right having a central angle of $02^{\circ}09'13''$ and a radius of 960.00 feet, (chord bears N. $64^{\circ}59'26''$ E., 36.08 feet), to the TRUE POINT OF BEGINNING;

Thence, continuing along said southerly right-of-way line, 49.76 feet along the arc of a curve to the right having a central angle of $02^{\circ}58'12''$ and a radius of 960.00 feet, (chord bears N. $67^{\circ}33'08''$ E., 49.76 feet);

thence S. $03^{\circ}15'06''$ E., 61.20 feet;

thence S. $11^{\circ}35'15''$ E., 54.13 feet;

thence S. $17^{\circ}38'13''$ E., 33.95 feet;

thence S. $72^{\circ}12'58''$ W., 22.54 feet;

thence S. $18^{\circ}16'40''$ E., 28.84 feet;

thence S. 60°36'51" E., 56.74 feet;

thence S. 72°18'01" W., 16.53 feet;

thence N. 60°36'51" W., 120.32 feet;

thence N. 29°31'06" E., 62.26 feet;

thence N. 12°17'09" W., 83.31 feet to the POINT OF BEGINNING.

Containing 9,030 Square Feet, more or less.

Basis of Bearing:

The West line of Section 26, T.13 N., R.18 E., M.D.M., as shown on Record of Survey for Park Cattle Company, Document No. 155945, Official Records, Douglas County, Nevada.

(S. 00°21'39" E.)

Exhibit "D"

Snow Removal, Snow Storage and Parking Easement

A portion of the northwest one-quarter of the northwest one-quarter of Section 26, Township 13 North, Range 18 East, M.D.M., Douglas County, Nevada, for snow removal and snow storage and parking easement purposes, being more particularly described as follows:

COMMENCING at the northwest corner of said Section 26 as shown on Record of Survey for Park Cattle Company, Document No. 155945, Official Records, Douglas County, Nevada;

thence S. $00^{\circ}21'39''$ E., along the West line of said Section 26, 123.02 feet;

thence S. $60^{\circ}36'51''$ E., 151.80 feet to a point on the southerly right-of-way line of Kingsbury Grade as shown on Record of Survey for California Interstate Telephone, recorded April 1, 1960 as Document No.15865 being the most westerly corner of the Frontier Communications of the Southwest parcel shown as the California Interstate Telephone Company parcel on said Document No.15865;

thence, along said southerly right-of-way line, N. $63^{\circ}54'49''$ E., 127.64 feet to a $5/8''$ rebar with cap marked PLS 11172;

thence, continuing along said southerly right-of-way line, 141.07 feet along the arc of a curve to the right having a central angle of $08^{\circ}25'11''$ and a radius of 960.00 feet, (chord bears N. $68^{\circ}07'25''$ E., 140.95 feet), to a 1" iron pipe at the northeasterly corner of said Frontier Communications of the Southwest parcel;

thence S. $26^{\circ}03'48''$ W., 12.00 feet to the TRUE POINT OF BEGINNING;

thence S. $17^{\circ}07'27''$ E., 78.83 feet;

thence S. $72^{\circ}09'45''$ W., 64.25 feet;

thence N. $11^{\circ}34'23''$ W., 82.12 feet;

thence N. $75^{\circ}01'33''$ E., 56.34 feet to the POINT OF BEGINNING.

Containing 4,841 Square Feet, more or less.

Basis of Bearing:

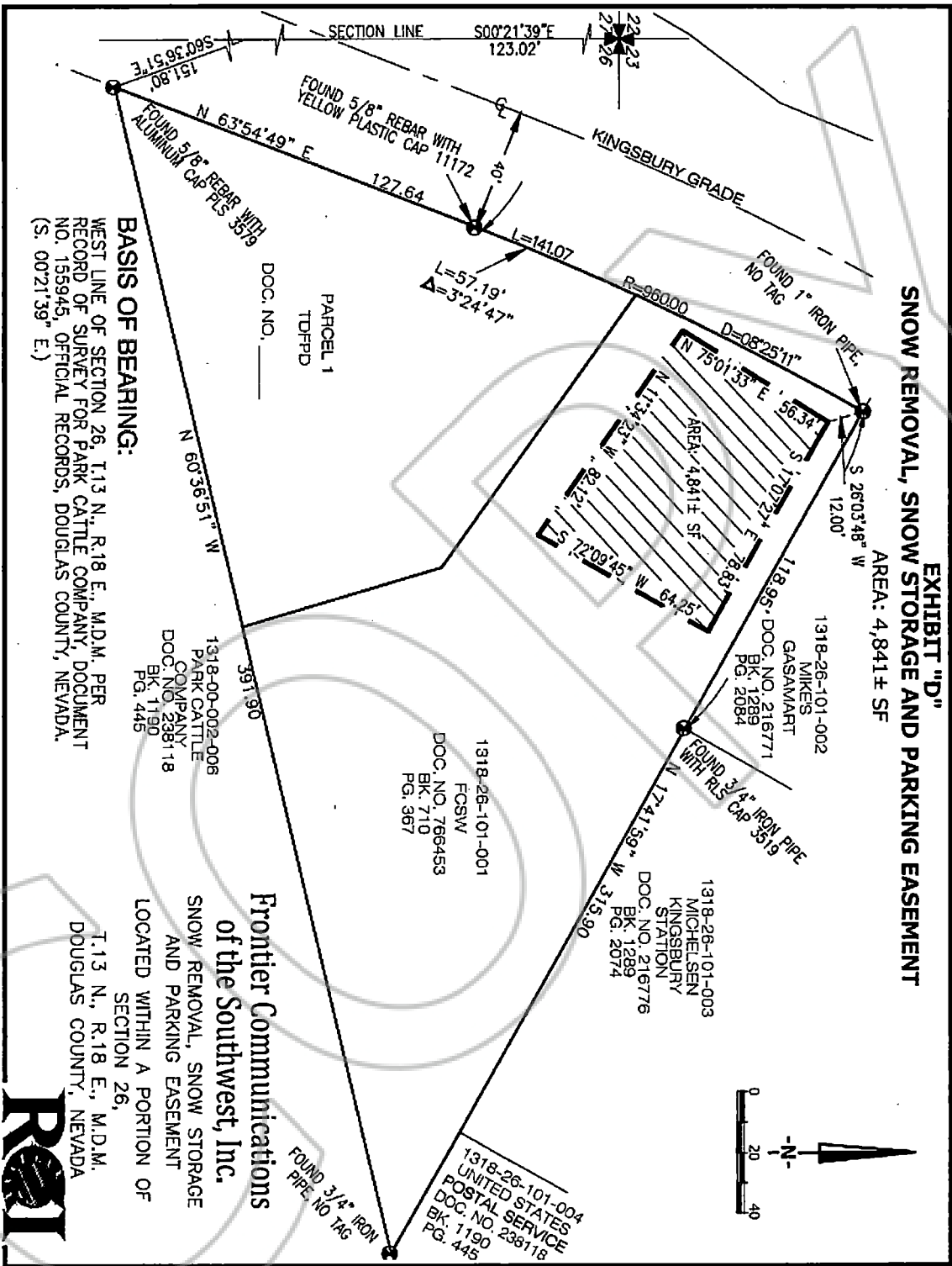
The West line of Section 26, T.13 N., R.18 E., M.D.M., as shown on Record of Survey for Park Cattle Company, Document No. 155945, Official Records, Douglas County, Nevada.

(S. 00°21'39" E.)

COPY

EXHIBIT "D"
SNOW REMOVAL, SNOW STORAGE AND PARKING EASEMENT

AREA: 4,841 ± SF



BASIS OF BEARING:

WEST LINE OF SECTION 26, T13 N., R18 E., M.D.M. PER RECORD OF SURVEY FOR PARK CATTLE COMPANY, DOCUMENT NO. 135945, OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA. (S. 00°21'39" E.)

**Frontier Communications
of the Southwest, Inc.**

SNOW REMOVAL, SNOW STORAGE
AND PARKING EASEMENT
LOCATED WITHIN A PORTION OF
SECTION 26,
T.13 N., R.18 E., M.D.M.,
DOUGLAS COUNTY, NEVADA



Schedule "A" to Exhibit D

FCSW Reserved Parking

A tract of land being reserved as a parking area for Frontier Communications of the Southwest, Inc, being a portion of Parcel 2 as shown on the Parcel Map recorded at document no. _____ in the office of the Douglas County Recorder, lying entirely within the Northwest One-Quarter of Section 26, Township 13 North, Range 18 East of the Mount Diablo Meridian, Douglas County, Nevada, said tract of land being more particularly described as follows:

Commencing at the Northeasterly corner of said Parcel 2, being a one-inch iron pipe;

Thence S 26°03'48"W a distance of 12.00 feet;

Thence S 17°07'27"E a distance of 78.83 feet to the POINT OF BEGINNING;

Thence continuing S 17°07'27"E a distance of 27.00 feet;

Thence S 72°09'45"W a distance of 66.87 feet;

Thence N 11°35'15"W a distance of 27.16 feet;

Thence N 72°09'45"E a distance of 64.25 feet to the POINT OF BEGINNING;

Containing 1,770 square feet.

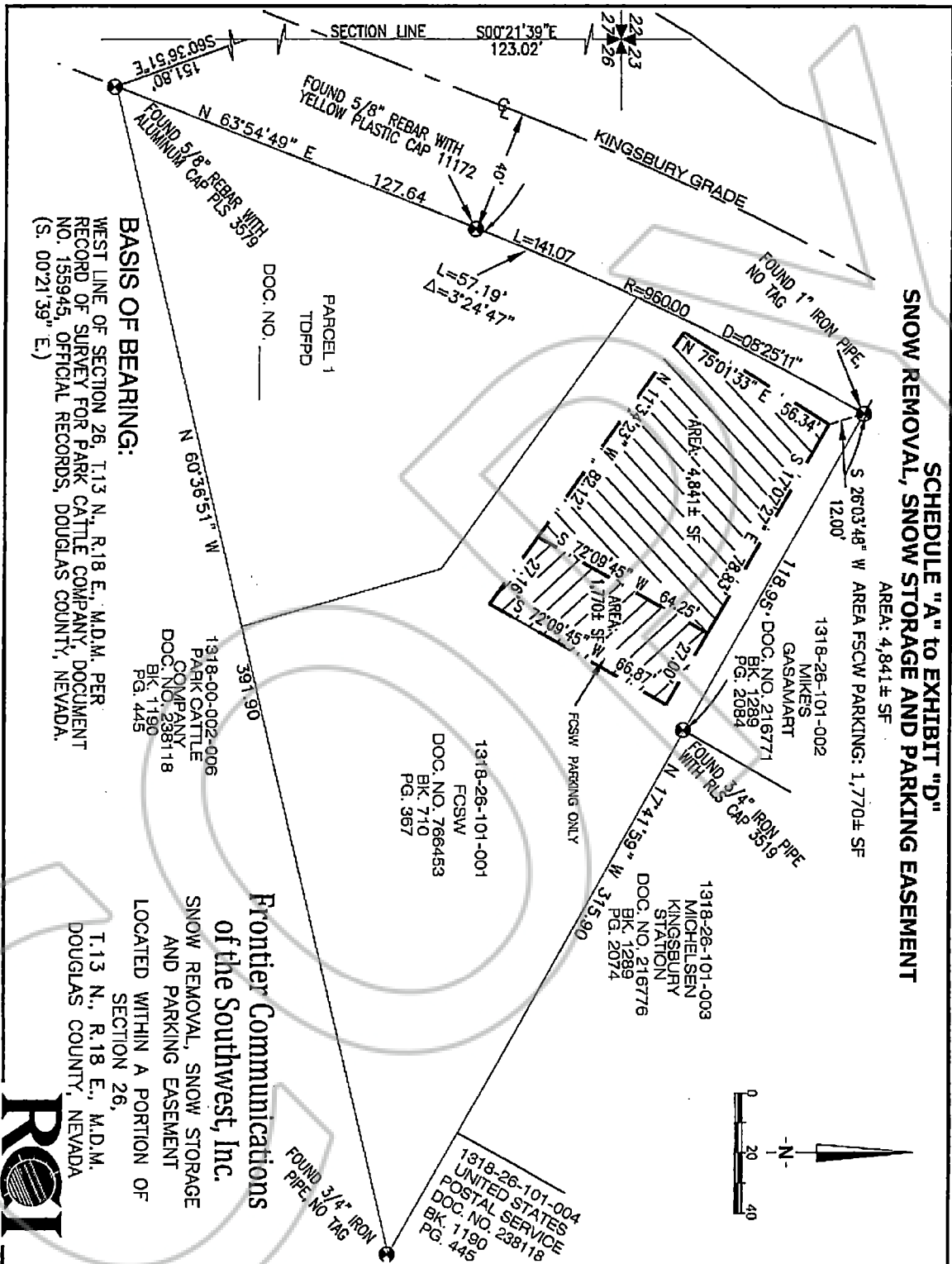
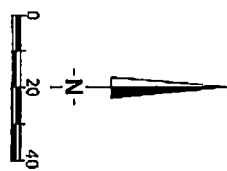
Basis of Bearing: The Southerly right-of-way line of Kingsbury Grade per the Record of Survey map recorded at document no. 15865 in the Douglas County records. (N 63°54'49"E)

SCHEDULE "A" to EXHIBIT "D"
SNOW REMOVAL, SNOW STORAGE AND PARKING EASEMENT

AREA: 4,841 ± SF

1318-26-101-002
 MIKES
 GASAMART
 DOC. NO. 216771
 BK. 1289
 PG. 2084

1318-26-101-003
 MICHELSEN
 KINGSBURY
 STATION
 DOC. NO. 216776
 BK. 1289
 PG. 2074



BASIS OF BEARING:
 WEST LINE OF SECTION 26, T.13 N., R.18 E., M.D.M. PER
 RECORD OF SURVEY FOR PARK CATTLE COMPANY, DOCUMENT
 NO. 155945, OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA,
 (S. 00°21'39" E.)

**Frontier Communications
 of the Southwest, Inc.**
 SNOW REMOVAL, SNOW STORAGE
 AND PARKING EASEMENT
 LOCATED WITHIN A PORTION OF
 SECTION 26,
 T.13 N., R.18 E., M.D.M.,
 DOUGLAS COUNTY, NEVADA



Exhibit E

Snow Storage Easements
(Areas 1 and 2)

Portions of the northwest one-quarter of the northwest one-quarter of Section 26, Township 13 North, Range 18 East, M.D.M., Douglas County, Nevada for snow storage easement purposes, being more particularly described as follows:

Area 1:

COMMENCING at the northwest corner of said Section 26 as shown on Record of Survey for Park Cattle Company, Document No. 155945, Official Records, Douglas County, Nevada;

thence S. $00^{\circ}21'39''$ E., along the West line of said Section 26, 123.02 feet;

thence S. $60^{\circ}36'51''$ E., 151.80 feet to a point on the southerly right-of-way line of Kingsbury Grade, as shown on Record of Survey for California Interstate Telephone, recorded April 1, 1960, as Document No. 15865 being the most westerly corner of the Frontier Communications of the Southwest parcel shown as the California Interstate Telephone Company parcel on said Document No. 15865;

thence, along said southerly right-of-way line, N. $63^{\circ}54'49''$ E., 127.64 feet to a $5/8''$ rebar with cap marked PLS 11172;

thence, continuing along said southerly right-of-way line, 141.07 feet along the arc of a curve to the right having a central angle of $08^{\circ}25'11''$ and a radius of 960.00 feet, (chord bears N. $68^{\circ}07'25''$ E., 140.95 feet), to a 1" iron pipe at the northeasterly corner of said New Communications of the Southwest parcel;

thence S. $26^{\circ}03'48''$ W., 12.00 feet to the TRUE POINT OF BEGINNING;

thence S. $17^{\circ}07'37''$ E., 105.83 feet;

thence S. $71^{\circ}45'46''$ W., 15.00 feet;

thence N. $17^{\circ}07'37''$ W., 106.68 feet;

thence N. $75^{\circ}01'33''$ E., 15.01 feet to the POINT OF BEGINNING;

Containing 1,594 Square Feet, more or less.

Area 2:

COMMENCING at the Northwest corner of said Section 26 as shown on Record of Survey for Park Cattle Company, Document No. 155945, Official Records, Douglas County, Nevada;

thence S. $00^{\circ}21'39''$ E., along the West line of said Section 26, 123.02 feet;

thence S. $60^{\circ}36'51''$ E., 151.80 feet to a point on the southerly right-of-way line of Kingsbury Grade, as shown on Record of Survey for California Interstate Telephone, recorded April 1, 1960, as Document No. 15865 being the most westerly corner of the New Communications of the Southwest parcel shown as the California Interstate Telephone Company parcel on said Document No. 15865;

thence S. $60^{\circ}36'51''$ E., along the southerly line of said New Communications of the Southwest parcel, 268.92 feet;

thence N. $29^{\circ}23'09''$ E., 10.00 feet to the TRUE POINT OF BEGINNING;

thence N. $72^{\circ}18'01''$ E., 76.42 feet to a point on the westerly line of said New Communications of the Southwest parcel;

thence, along said westerly line, S. $17^{\circ}41'59''$ E., 82.19 feet;

thence N. $60^{\circ}36'51''$ W., 112.22 to the POINT OF BEGINNING.

Containing 3,140 Square Feet, more or less.

Total for both areas containing 4,734 Square Feet, more or less.

Basis of Bearing:

The West line of Section 26, T.13 N., R.18 E., M.D.M., as shown on Record of Survey for Park Cattle Company, Document No. 155945, Official Records, Douglas County, Nevada.

(S. $00^{\circ}21'39''$ E.)

