

APN: 1419-10-000-011

**RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:**

Michelle Godde
Clear Creek Tahoe
199 Old Clear Creek Road
Carson City, Nevada 89705

The undersigned hereby affirm(s) that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is made and entered into by and between Rebecca Schneider, Trustee of the Schneider Family Trust, dated September 18, 2013 ("Grantor"), and Clear Creek Residential, LLC, a Delaware limited liability company ("Residential"), Clear Creek Golf, LLC, a Delaware limited liability company ("Golf"), and Clear Creek OS, LLC, a Delaware limited liability company ("Open Space" and, together with Golf and Residential, each a "Grantee" and collectively the "Grantees"). Grantor and Grantees are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

A. Grantor is the owner of certain real property located in Douglas County, Nevada, which real property is more particularly described in **Exhibit "A"** attached hereto (the "Servient Property").

B. Residential is the owner of certain real property located in Douglas County, Nevada, which real property is more particularly described in **Exhibit "B"** attached hereto (the "Clear Creek Development").

C. Golf is the owner of certain real property located in Douglas County, Nevada, which real property is more particularly described in **Exhibit "C"** attached hereto (the "Golf Property").

D. Open Space is the owner of certain real property located in Douglas County, Nevada, which real property is more particularly described in **Exhibit "D"** attached hereto (the "Open Space Property" and, together with the Residential Property and the Golf Property, each a "Dominant Property" and collectively the "Dominant Properties").

E. Residential presently intends to develop the Clear Creek Development as a high-quality residential and golf community under the name "Clear Creek Tahoe", all in accordance with the Clear Creek Specific Plan dated December 5, 2003, as approved by the Douglas County Board of County Commissioners (the "County").

F. In connection with its development of the Clear Creek Development as described in Recital E, Residential desires to obtain from Grantor, for the benefit of each Dominant Property, certain easement rights over a portion of the Servient Property, such portion being more particularly described in **Exhibit "E"** attached hereto (the "**Easement Area**"). In order to obtain said easement rights, Residential and Grantor have entered into that certain Easement Purchase and Sale Agreement, dated February 5, 2015 (the "Purchase Agreement").

G. In accordance with the Purchase Agreement, Grantor now desires to grant, for the benefit of each Dominant Property, certain easement rights over the Easement Area, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantees hereby agree as follows:

AGREEMENT

1. GENERAL INTERPRETIVE PROVISIONS.

1.1 **Recitals.** The Recitals are true and correct and are incorporated herein.

1.2 **References.** All references to Exhibits or Schedules refer to Exhibits or Schedules, as applicable, attached to this Agreement and all such Exhibits and Schedules are incorporated herein by reference. The words "herein," "hereof," "hereinafter" and words of similar import refer to this Agreement as a whole and not to any particular Section hereof.

1.3 **Construction and Interpretation.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement shall be construed as if all Parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one Party. Whenever the context hereof shall so require, the

singular shall include the plural, the male gender shall include the female gender, and vice versa.

1.4 **Paragraph Headings.** The headings of the several paragraphs of this Agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

2. **GRANT OF EASEMENTS.** Grantor hereby grants and conveys to Residential, for the benefit of the Clear Creek Development, Golf, for the benefit of the Golf Property, and Open Space, for the benefit of the Open Space Property, a perpetual, appurtenant, non-exclusive easement over the Easement Area for the following purposes:

(i) construction, installation, use, operation, maintenance, repair, and/or replacement of underground utility improvements (including, without limitation, water, electrical, cable, gas, and telecommunication lines and conduit, located within the Easement Area in a manner as generally depicted on **Exhibit "F"** attached hereto) as necessary or useful for providing underground utility services to such Dominant Property as now or hereafter developed in accordance with the land use entitlements and approvals issued by the County;

(ii) construction, installation, use, operation, maintenance, repair, and/or replacement of roadway and access improvements (including, without limitation, grading, road base, curb and gutter, and street paving) as necessary or useful for providing pedestrian and vehicular access to underground utility improvements as identified in Section 2(i) above, whether on such Dominant Property or the Servient Property, as now or hereafter developed in accordance with the land use entitlements and approvals issued by the County;

(iii) drainage off such Dominant Property, as now or hereafter developed in accordance with the land use entitlements and approvals issued by the County, according to the drainage patterns created or required by the grading and drainage plans for such Dominant Property approved by the County in connection with such development (as to such Dominant Property, as modified and replaced from time to time, the "Grading Plans"), as well as the actual, natural, and existing patterns for drainage;

(iv) construction, installation, use, maintenance, replacement, and repair of drainage facilities, slopes, and related facilities as may be required under the Grading Plans for such Dominant Property; and

(v) access as may be needed to enjoy the foregoing rights (but, for purposes of clarification, expressly excluding access to the general public).

3. **COVENANTS.**

3.1 **Construction Obligations.** Each Grantee covenants with Grantor that, except in case of emergency, such Grantee shall provide Grantor with not less than three (3) days

prior notice before commencing any construction, installation, maintenance, repair, or replacement of any improvements upon the Servient Property pursuant to its rights hereunder. All such activities will be conducted in a reasonably expeditious and diligent manner, and so as to minimize to the extent possible any interruption of or interference with Grantor's quiet use and enjoyment of the Servient Property.

3.2 **Dedication.** Grantor hereby acknowledges and agrees that each Grantee may, from time to time and without any further approval or consent from Grantor, dedicate to County or any Public Utility any improvement constructed and/or installed by such Grantee upon the Easement Area pursuant to its rights hereunder. Any such dedication, upon acceptance by the County or applicable Public Utility, shall be deemed to include an assignment to the County or applicable public utility of Grantee's easement rights hereunder, which rights shall be deemed assigned on a non-exclusive basis with such Grantee and without diminishing such Grantee's rights hereunder. For purposes of this Agreement, "Public Utility" means a public utility or quasi-public utility.

3.3 **Maintenance.** All improvements constructed and/or installed by a Grantee upon the Easement Area pursuant to its rights hereunder shall be maintained in good order and repair. Such maintenance obligation, and the costs and expenses related thereto, shall be borne solely by Residential as owner of the Clear Creek Development until such time as a Final Map is recorded against the Clear Creek Development in the Official Records of Douglas County, Nevada. Upon such recordation, the maintenance obligation in this Section, and the costs and expenses related thereto, shall be borne solely by the fee owner of the private streets created on such Final Map, which owner will likely be Residential initially, but will ultimately be an owner's association formed for a common-interest community created upon all or a portion of the Clear Creek Development. Notwithstanding the foregoing, (i) Grantor shall be solely responsible for meeting its obligations under Section 3.3, and (ii) upon the acceptance by the County or any Public Utility of the dedication of any improvements installed by a Grantee upon the Easement Area hereunder, the County or Public Utility accepting such dedication shall be solely responsible for maintaining, at its sole cost and expense, the applicable improvements. No party shall interfere with or unreasonably obstruct the maintenance activities carried out by any party responsible for maintaining any improvements under this Section. For purposes hereof, "Final Map" means a final subdivision map or parcel map for any portion of the Clear Creek Development, as may be amended and supplemented from time to time, approved by the County and recorded in the Official Records of Douglas County, Nevada.

3.4 **Grantor's Use.** Grantor hereby reserves the right to use, alter, modify, replace, remove, or place any item or improvement upon any portion of the Servient Property; provided, however, that (i) at no time shall Grantor undertake any activity in relation to or the construction or modification of any improvement upon the Easement Area in any manner that may negatively impact the improvements or related facilities constructed and/or installed by any Grantee upon the Easement Area, or that may negatively impact any Grantee's ability to

use, maintain, repair or replace such improvements or related facilities, (ii) Grantor shall not interfere with a Grantee during such Grantee's construction, maintenance, repair, or replacement of improvements or related facilities upon the Easement Area, and (iii) in the event Grantor damages the any improvements or related facilities constructed and/or installed by a Grantee upon the Easement Area, Grantor shall, at its sole expense, promptly restore such improvement and/or related facilities to its/their condition immediately prior to such damage.

3.5 **Credits and Reimbursements.** Grantor hereby acknowledges and agrees that any development or impact fee credits, reductions, reimbursement rights, or refunds arising from the construction by a Grantee of any improvements upon the Easement Area shall be the sole and separate property of such Grantee, and Grantor agrees to execute such assignments and transfer documents as such Grantee may request from time to time to evidence such Grantee's sole ownership of such credits and rights.

4. **NOTICES.**

All notices and demands of any kind which any Party hereto may be required or desire to serve upon any other Party under the terms of this Agreement shall be in writing and shall be served upon such other Party (a) by personal service upon such other Party, whereupon service shall be deemed complete, (b) by telecopy, followed by a hard copy mailed the same day, whereupon service shall be deemed completed on the day telecopy was sent, (c) by Federal Express or other recognized overnight delivery service, whereupon service shall be deemed complete the next business day, or (d) by mailing a copy thereof by certified or registered mail, postage prepaid, with return receipt requested, whereupon service shall be deemed complete on the day actual delivery is made, as shown by the addressee's registry or certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which notices and demands shall be sent are as follows:

Grantor:

Rebecca Schneider
Schneider Family Trust
1 Schneider Ranch Road
Carson City, Nevada 89705

Residential:

Clear Creek Residential, LLC
Attn: Michelle Godde
199 Old Clear Creek Road
Carson City, Nevada 89705
Telephone: (775) 720-5768

Golf:

Clear Creek Golf, LLC
Attn: Michelle Godde

199 Old Clear Creek Road
Carson City, Nevada 89705
Telephone: (775) 720-5768

Open Space:

Clear Creek OS, LLC
Attn: Michelle Godde
199 Old Clear Creek Road
Carson City, Nevada 89705
Telephone: (775) 720-5768

The address information above may be changed from time to time by notice served, as provided in this Section 4, by a Party upon each other Party.

5. **GENERAL PROVISIONS.**

5.1 **Covenants and Equitable Servitudes; Grantee Assignment.** All provisions of this Agreement shall be binding upon the respective successors and assigns of the Parties and shall be deemed to run with the Servient Property and each Dominant Property as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the Servient Property and each Dominant Property, and to all persons hereafter acquiring or owning any interest in the Servient Property or any Dominant Property, however such interest may be obtained. Notwithstanding the foregoing, this Agreement, other than the use easements granted in Section 2 above, shall terminate as to a portion of the Dominant Properties, without any further action by any party, at such time as said portion of the Dominant Properties is (i) conveyed to consumer homebuyer, or (ii) accepted for dedication by the County or a Public Utility.

5.2 **Modification and Waiver.** No claim of waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be made against a Party except on the basis of a written instrument executed by or on behalf of such Party.

5.3 **Attorneys' Fees.** Should any Party hereto employ an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing Party shall be entitled to receive from the opposing Parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

5.4 **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada, without giving effect to the choice of law principles of said State.

5.5 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement.

5.6 **Time of the Essence.** Time is of the essence for the performance of all obligations and the satisfaction of all conditions of this Agreement.

5.7 **Additional Actions and Documents.** The Parties agree to take such additional actions and execute such additional documents as may be necessary or proper to carry out the transactions contemplated by this Agreement.

5.8 **Limitation of Liability.** As used in this Agreement, the term "Grantor" means only a current owner of fee title to the Servient Property at the time in question. Each Grantor is obligated to perform the obligations of Grantor under this Agreement only during the time such Grantor owns such title. Any Grantor who transfers all of its interests in the Servient Property is relieved of all liability with respect to the obligations of Grantor under this Agreement to be performed on or after the date of transfer. Similarly, as used in this Agreement, the term "Residential" means only a current owner of fee title to the relevant portion of the Clear Creek Development at the time in question; the term "Golf" means only a current owner of fee title to the relevant portion of the Golf Property at the time in question; and the term "Open Space" means only a current owner of fee title to the relevant portion of the Open Space Property at the time in question. Each Grantee is obligated to perform its obligations under this Agreement as owner of any portion of the Dominant Property only during the time such Grantee owns title to such portion. Any owner who transfers all of its interests in a portion of the Dominant Properties is relieved of all liability with respect to the obligations of an owner of that portion of the Dominant Properties under this Agreement to be performed on or after the date of transfer.

5.9 **Breach Shall Not Permit Termination.** No breach of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which may be available to such Party at law or in equity.

5.10 **Property Taxes and Assessments.** Nothing in this Agreement shall be deemed to create in any Grantee an obligation to pay any property taxes or assessments charged against any portion of the Servient Property.

5.11 **Damages.** No Party to this instrument shall be liable to any other Party hereto for any lost profits, special, incidental, punitive, exemplary or consequential damages arising from any breach or default under or related to this Agreement.

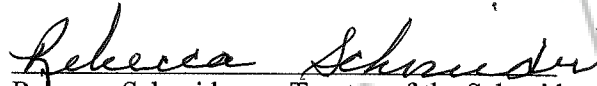
5.12 **Work and Improvements "AS IS".** The Parties acknowledge and agree that, except as otherwise expressly set forth herein, no representations or warranties, express or implied, are made as to the fitness, usefulness, or quality of the workmanship or materials used to perform any work related to the Easement Area, and that all work performed on the Easement Area, together with all improvements constructed or installed thereon, will be accepted by the Parties upon completion "AS IS," "WHERE IS," and "WITH ALL FAULTS."

[SIGNATURE PAGE FOLLOWS]



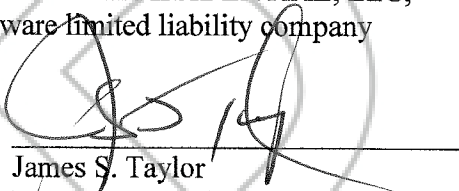
IN WITNESS WHEREOF, each Party hereto has executed this Agreement as of the date of notarization of that Party's signature, but in each instance to be effective for all purposes as of February 5, 2015.

GRANTOR:


Rebecca Schneider, as Trustee of the Schneider Family Trust, dated September 18, 2013

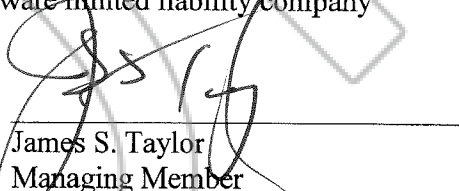
RESIDENTIAL:

CLEAR CREEK RESIDENTIAL, LLC,
a Delaware limited liability company

By: 
James S. Taylor
Its: Managing Member

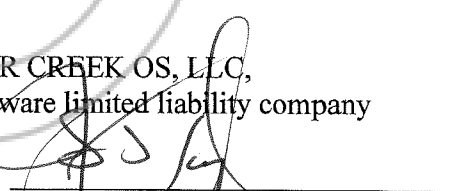
GOLF:

CLEAR CREEK GOLF, LLC,
a Delaware limited liability company

By: 
James S. Taylor
Its: Managing Member

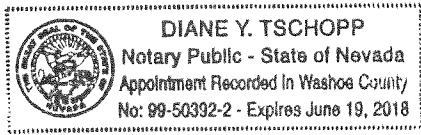
OPEN SPACE:

CLEAR CREEK OS, LLC,
a Delaware limited liability company

By: 
James S. Taylor
Its: Managing Member

STATE OF NEVADA)
)
COUNTY OF WASHOE)

This instrument was acknowledged before me on February 5, 2015, by Rebecca Schneider, as Trustee of the Schneider Family Trust, dated September 18, 2013.



Diane Y. Tschopp
Notary Public
My Commission Expires: 6/19/2018

State of California)
)
County of _____)

On _____, 2015, before me, _____, a Notary Public, personally appeared James S. Taylor, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signatures on the instrument the entities upon behalf of which the person 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 of Notary

SEE ATTACHED
NOTARIAL CERTIFICATE

[Signature] 2/3/15

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Santa Barbara }

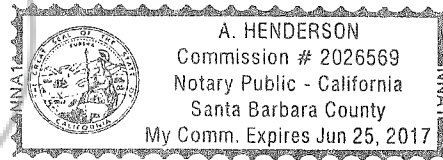
On 2/3/15 before me, A. Henderson Notary
Public, Date (here insert name and title of the officer)

personally appeared James S. Taylor

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: [Handwritten Signature] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Easement Agreement Number of Pages: 10

Document Date: 2/3/15 Other: _____

EXHIBIT "A"

LEGAL DESCRIPTION

**SERVIENT PARCEL
APN 1419-10-000-011**

SCHNEIDER FAMILY TRUST

All that real property situate within a portion of the Southeast One-Quarter (SE 1/4) of Section 9, Section 10 & the East One-Half (E 1/2) of Section 15, Township Fourteen North (T.14N.), Range Nineteen East, (R.19E.), Mount Diablo Meridian, County of Douglas, State of Nevada.

BEING PARCEL 1 as shown on Map of Division into Large Parcels #LDA 99-076 for The Estate of Harry R. Schneider, filed in the office of the County Recorder of Douglas County, State of Nevada on January 24, 2000, in Book 100, Page 3481, as File No. 484935 of Official Records.

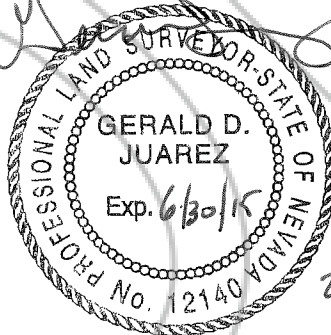
SURVEYOR'S CERTIFICATE

I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Gerald D. Juarez
Nevada PLS 12140
For and on behalf of



9850 DOUBLE R BLVD, SUITE 101
RENO, NEVADA 89521
(775) 743-3500



2/2/15

EXHIBIT "B"

**LEGAL DESCRIPTION
OF
THE CLEAR CREEK DEVELOPMENT**

CLEAR CREEK RESIDENTIAL, LLC

All that real property situate within a portion Sections 2, 3, 4, 9 & 10, Township Fourteen North (T.14N.), Range Nineteen East, (R.19E.), Mount Diablo Meridian, County of Douglas, State of Nevada.

BEING PARCELS 5, 6, 7, 8, 9, 10 & 17, as shown on Record of Survey, Boundary Line Adjustment Document No. 725936 for Clear Creek Ranch, LLC, filed in the office of the County Recorder of Douglas County, State of Nevada on June 26, 2008, in Book 608, Page 7354, as File No. 725936 of Official Records.

SURVEYOR'S CERTIFICATE

I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Gerald D. Juarez
Nevada PLS 12140
For and on behalf of

 **Manhard**
CONSULTING
9850 DOUBLE R BLVD, SUITE 101
RENO, NEVADA 89521
(775) 743-3500

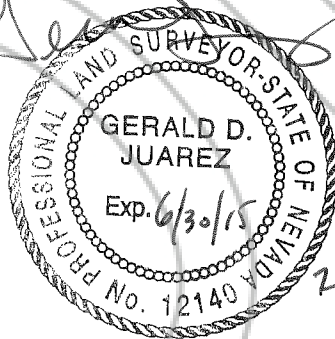


EXHIBIT "C"

**LEGAL DESCRIPTION
OF
THE GOLF PROPERTY
CLEAR CREEK GOLF, LLC**

All that real property situate within portions of the South One-Half of Section 3, the Southeast One-Quarter (SE 1/4) of Section 4, the Northeast One-Quarter (NE 1/4) of Section 9 and the North One-Half (N 1/2) of Section 10, Township Fourteen North (T.14N.), Range Nineteen East, (R.19E.), Mount Diablo Meridian, County of Douglas, State of Nevada.

BEING PARCELS 11, 12, 13, 14, 15, & 16, as shown on Record of Survey, Boundary Line Adjustment Document No. 725936 for Clear Creek Ranch, LLC, filed in the office of the County Recorder of Douglas County, State of Nevada on June 26, 2008, in Book 608, Page 7354, as File No. 725936 of Official Records.

SURVEYOR'S CERTIFICATE

I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Gerald D. Juarez
Nevada PLS 12140
For and on behalf of



9850 DOUBLE R BLVD, SUITE 101
RENO, NEVADA 89521
(775) 743-3500

EXHIBIT "D"

LEGAL DESCRIPTION OF THE OPEN SPACE PROPERTY

CLEAR CREEK OS, LLC

All that real property situate within portions of the Northwest One-Quarter of Section 3, the West One-Half (W 1/2) of Section 2, the East One-Half (E 1/2) of Section 3, the Northeast One-Quarter (NE 1/4) of Section 9 and the North One-Half (N 1/2) of Section 10, Township Fourteen North (T.14N.), Range Nineteen East, (R.19E.), Mount Diablo Meridian, County of Douglas, State of Nevada.

BEING PARCELS 1, 2, 3, & 4 as shown on Record of Survey, Boundary Line Adjustment Document No. 725936 for Clear Creek Ranch, LLC, filed in the office of the County Recorder of Douglas County, State of Nevada on June 26, 2008, in Book 608, Page 7354, as File No. 725936 of Official Records.

Containing 844.07 acres of land, more or less.

BASIS OF BEARINGS: Identical to that of Record of Survey/Boundary Line Adjustment Map Document No. 725936 recorded June 27, 2008, official records of Douglas County, Nevada.

SURVEYOR'S CERTIFICATE

I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Gerald D. Juarez
Nevada PLS 12140
For and on behalf of

 **Manhard**
CONSULTING
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(775) 743-3500

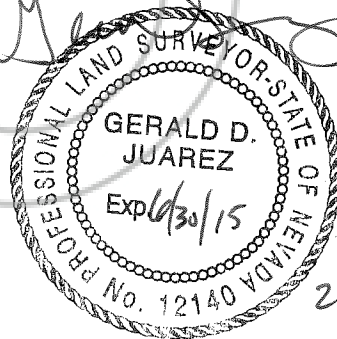


EXHIBIT "E"

LEGAL DESCRIPTION OF THE EASEMENT AREA

PUBLIC ACCESS, PUBLIC UTILITY AND DRAINAGE EASEMENT

AFFECTING APN 1419-10-000-011
SCHNEIDER FAMILY TRUST

All that particular easement area situate within the Southeast One-Quarter (SE 1/4) of Section 10, Township Fourteen North (T.14N.), Range Nineteen East, (R.19E.), Mount Diablo Meridian, County of Douglas, State of Nevada, being more particularly described as follows:

COMMENCING at the East One-Quarter Corner (E 1/4 Cor) of said Section 10;

THENCE departing said E 1/4 Cor and along the north line of said SE 1/4 South 89°12'38" West, 336.52 feet to the **POINT OF BEGINNING** and the beginning of a non-tangent curve to the right, a tangent bearing to said beginning bears South 42°52'34" East;

THENCE departing said north line the following four (4) courses;

- 1) 103.47 feet along the arc of a 130.00 foot radius curve through a central angle of 45°36'07";
- 2) South 02°43'34" West, 69.16 feet to the beginning of a tangent curve to the right;
- 3) 95.94 feet along the arc of a 470.00 foot radius curve, through a central angle of 11°41'44";
- 4) South 08°58'10" East, 290.75 feet to a point on the northerly line of that certain Roadway and Utility Easement as shown on Document No. 487381 recorded on March 3, 2009 in the office of the Douglas County Recorder, Douglas County, Nevada;

THENCE along said northerly line South 81°01'50" West, 60.00 feet;

THENCE departing said northerly line the following five (5) courses:

- 1) North 08°58'10" West, 290.75 feet to the beginning of a tangent curve to the right;
- 2) 108.19 feet along the arc of a 530.00 foot radius curve through a central angle of 11°41'44";
- 3) North 02°43'34" East, 69.16 feet to the beginning of a tangent curve to the left;
- 4) 61.47 feet along the arc of a 70.00 foot radius curve through a central angle of 50°18'38";
- 5) North 47°35'05" West, 52.74 feet to the aforementioned north line of the SE 1/4 of said Section 10;

THENCE along said north line, North 89°12'38" East, 87.00 feet to the **POINT OF BEGINNING**.

Said parcel containing 34,237 square feet of land more or less.

See accompanying Exhibit E-1 attached hereto and incorporated herein by reference.

BASIS OF BEARINGS: Identical to that of Record of Survey/Boundary Line Adjustment Map Document No. 725936 recorded June 27, 2008, official records of Douglas County, Nevada.

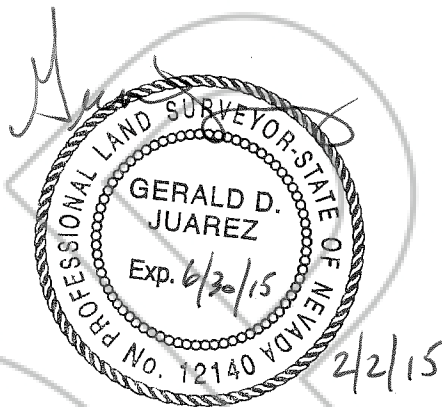
SURVEYOR'S CERTIFICATE

I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Gerald D. Juarez
Nevada PLS 12140
For and on behalf of



9850 DOUBLE R BLVD, SUITE 101
RENO, NEVADA 89521
(775) 743-3500



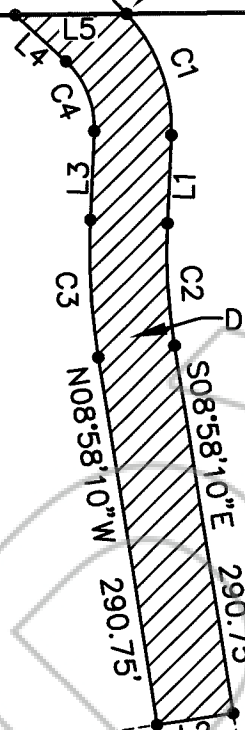
APN 1419-03-000-016
CLEAR CREEK OS, LLC

S42°52'34"E
(TAN)

S89°12'38"W
336.52'

10 P.O.C.
11

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S2°43'34"W	69.16'
L2	S81°01'50"W	60.00'
L3	N2°43'34"E	69.16'
L4	N47°35'05"W	52.74'
L5	N89°12'38"E	87.00'



ACCESS, P.U.E. &
DRAINAGE EASEMENT
HEREBY GRANTED
(34,237 S.F.±)

APN 1419-11-002-005
PEARSON TRUST

APN 1419-11-002-002
WILLARD TRUST

APN 1419-10-000-011
SCHNEIDER FAMILY TRUST

ROADWAY AND
UTILITY EASEMENT
PER DOC
NO. 487381

JACKS VALLEY
RANCH RD.

BAVARIAN
ROAD

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	103.47'	130.00'	45°36'07"
C2	95.94'	470.00'	11°41'44"
C3	108.19'	530.00'	11°41'44"
C4	61.47'	70.00'	50°18'38"

LEGEND

- SUBJECT PROPERTY LINE
- EASEMENT AREA
- ADJACENT PROPERTY
- EXISTING EASEMENT
- P.O.C POINT OF COMMENCEMENT
- P.O.B POINT OF BEGINNING
- P.U.E PUBLIC UTILITY EASEMENT

BASIS OF BEARINGS

IDENTICAL TO THAT OF ROS/BLA MAP
NO. 725936, BK. 608, PAGE 7354 OFFICIAL
RECORDS OF DOUGLAS COUNTY, NEVADA



9850 Double R Blvd, Suite 101, Reno, NV 89521 tel: (775) 746-3500 fax: (775) 746-3520 www.manhard.com
Civil Engineers · Surveyors · Water Resources Engineers · Water & Wastewater Engineers
Construction Managers · Environmental Scientists · Landscape Architects · Planners

SCHNEIDER FAMILY TRUST
DOUGLAS COUNTY, NEVADA
ACCESS, PUE & DRAINAGE EASEMENT

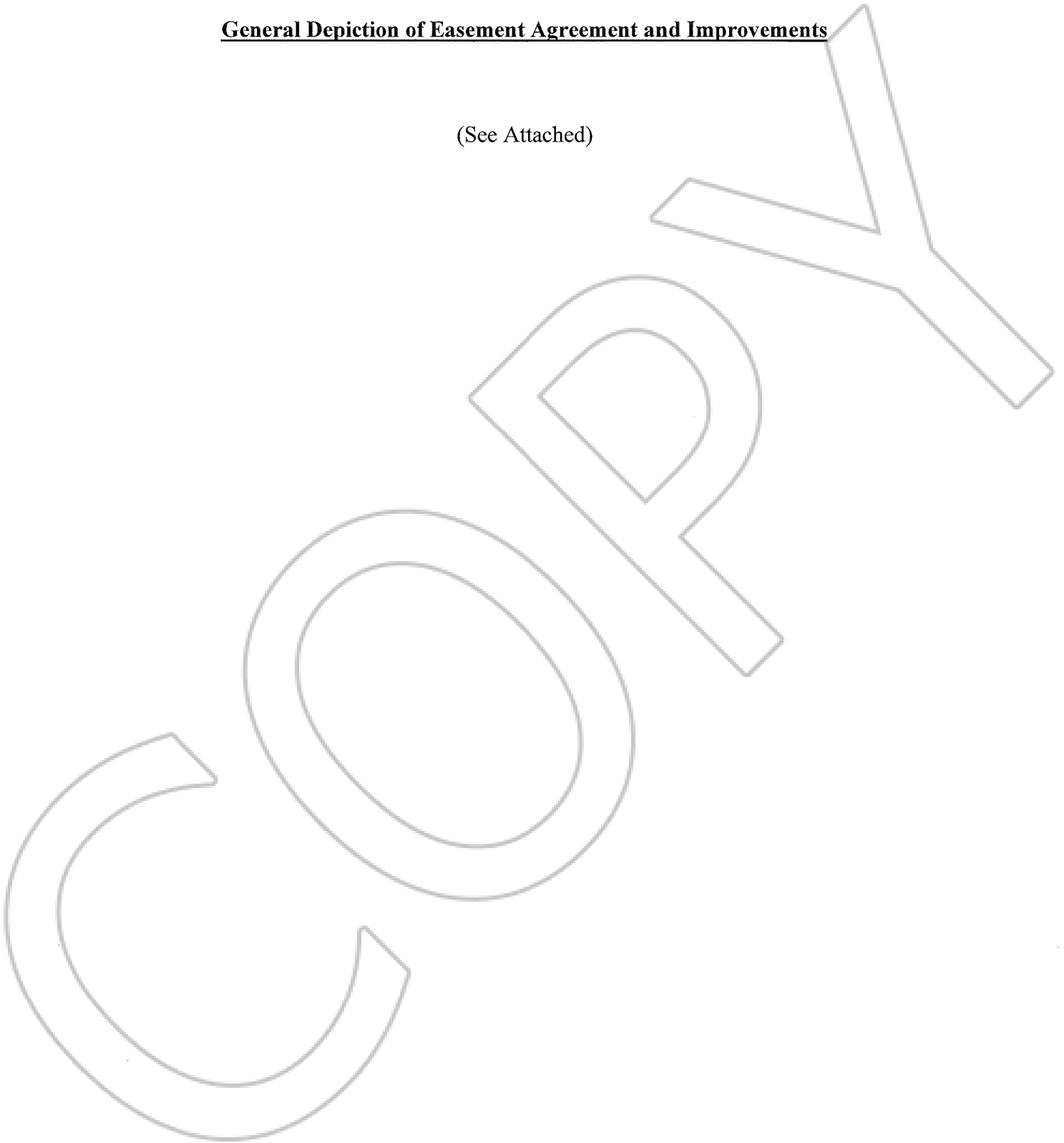
PROJ. MGR.: JDJ
DRAWN BY: JDJ
DATE: 9-16-14
SCALE: 1"=200'

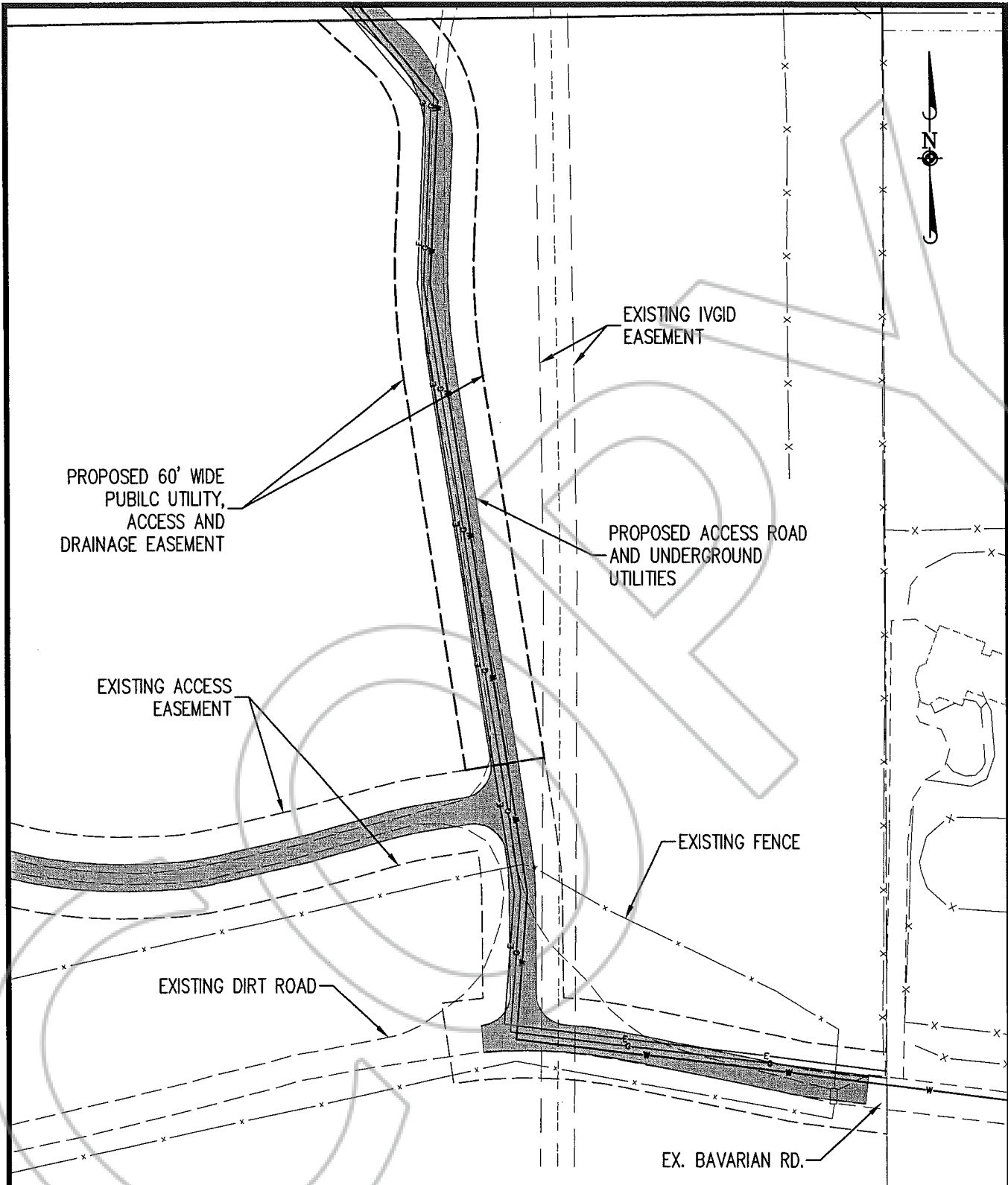
SHEET
EXHIBIT E-1
CCPDCN 130470

Exhibit "F"

General Depiction of Easement Agreement and Improvements

(See Attached)





Dwg Name: P:\Cpdcn\Documents\Schneider Easement\SchneiderEase_Water-Gas-Elect.dwg Updated By: AMotter 16:55



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DOUGLAS COUNTY, NEVADA
IMPROVEMENT EXHIBIT

PROJ. MGR.: AWM
 DRAWN BY: MJR
 DATE: 2-2-2015
 SCALE: 1"=100'

SHEET
EXHIBIT F
 CCPDCN 130470