

DOUGLAS COUNTY, NV

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R.O ANDERSON

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Recording Requested by: Maupin, Cox & LeGoy

KAREN ELLISON, RECORDER

After recording, return to: Procter J. Hug, Esq. Maupin, Cox & LeGoy 4785 Caughlin Parkway Reno, NV 89519

RECIPROCAL EASEMENT AGREEMENT

(Private Roadway and Public Utility Easement)

This Reciprocal Easement Agreement is entered into between John J. Ascuaga and Rose L. Ascuaga, as Co-Trustees under The John J. Ascuaga Family Trust Agreement (as Restated) dated December 14, 2005 as the owner of Parcel 1 described in Exhibit A attached hereto ("Owner of Parcel 1"), and as the owner of Parcel 2 described in Exhibit B attached hereto ("Owner of Parcel 2"), collectively ("Parcels") with reference to the following facts:

- John J. Ascuaga and Rose L. Ascuaga, as Co-Trustees under The John J. Ascuaga Family Trust Agreement (as Restated) dated December 14, 2005 owns the Parcels of real property situate in the County of Douglas, State of Nevada, more particularly described on Exhibit A ("Parcel 1") and Exhibit B ("Parcel 2"), which parcels were created through a Boundary Line Adjustment Agreement And Quitclaim Deed recorded APRIL 26, 2017, as Instrument Number 2017-991835 Official Records, and shown on the Record of Survey recorded APRIL 26, 2017, as Instrument Number 2017-89183? Official Records ("BLA Map").
 - Owner of Parcel 1 and Owner of Parcel 2 desire to grant a private roadway and public utility easement for the purpose of constructing, installing, and using a common private roadway and public utilities to service all of the Parcels. The private roadway and public utility easement is to be located on the portions of the Parcels described on Exhibit C attached hereto and incorporated herein by reference ("Easement").
 - C. Following completion of the boundary line adjustment reflected on the BLA Map, the Owner of Parcel 2 intends to record a Parcel Map to create four separate legal parcels from Parcel 2 ("Parcel Map").
 - The Easement is to be granted, constructed, used, and maintained on the terms and conditions set forth herein.

Based upon the above, Owner of Parcel 1 and Owner of Parcel 2 agree as follows:

GRANT OF EASEMENT

Owner of Parcel 1 and Owner of Parcel 2 (collectively "Owners"), each with respect to the portion of the Easement on their respective Parcels, hereby grants to each of the other Owners of the Parcels, a private roadway easement for ingress, and egress, to and from their respective Parcels (herein the "Private Roadway"), and a public utility easement for the installation of public utilities, sewer, and storm drain facilities (herein collectively the "Other Facilities") on, over, under, and across the portion of the Easement located on their respective Parcels.

The private roadway and public utility easement granted hereby shall include the perpetual right to enter on the above-described Easement to locate, establish, construct, install, enlarge, excavate, remove, repair, maintain, operate, and use the Private Roadway and Other Facilities, together with any works or appurtenances necessary or incidental thereto, over, through, under, and across the above-described private roadway and public utility easement, together with the right to excavate and fill ditches and trenches for the location of said facilities and appurtenances thereto, and the right to remove trees, brush, undergrowth, and any other obstructions interfering with the location, construction, maintenance, and use of said Private Roadway and Other Facilities.

II

NATURE AND CHARACTER OF RECIPROCAL EASEMENT

The above-described private roadway and public utility easement shall be appurtenant to and for the benefit of the Parcels, and any lot or parcel lawfully created out of the Parcels and shall inure to the benefit and to the detriment of the Owners, and the Owners respective personal representatives, heirs, successors, and assigns with respect to their respective Parcels, and any portion thereof.

For purposes of this Reciprocal Easement Agreement, the term "Owner" shall mean John J. Ascuaga and Rose L. Ascuaga, as Co-Trustees under The John J. Ascuaga Family Trust Agreement (as Restated) dated December 14, 2005, and any person or entity who acquires fee simple title to the Parcels, or any lot or parcel which is a portion of the Parcels.

USE OF PRIVATE ROADWAY AND PUBLIC UTILITY EASEMENT

The reciprocal Private Roadway easement granted hereunder includes the right to use the Private Roadway for general ingress to and egress from the Parcels by the Owners thereof, the employees of the Owners, all respective tenants, guests and invitees of the Owners and tenants.

The reciprocal public utility, sewer, storm drain, and landscaping easement granted hereby includes the right to install, maintain, repair, enlarge, and replace such Other Facilities on, over, and under the above-described Easement as may be necessary to service the Parcels from time to time.

The Owners acknowledge that they each acknowledge further subdivision and development of their respective Parcels of real property may occur and that the Easement granted hereby shall run to the benefit of any and all subdivided parcels lawfully created out of the Parcels and further agree that the Easement granted hereby shall not be considered overburdened by any lawful use made of the Parcels or any lot or parcel lawfully created out of the Parcels, so long as such use is authorized by the zoning ordinance and/or special use permit then applicable to such lot or parcel.

IV

CONSTRUCTION OF PRIVATE ROADWAY AND OTHER FACILITIES

If, at any time following execution and recordation of this Reciprocal Easement Agreement, the Owners have not entered into a separate written agreement for the construction of the Private Roadway and Other Facilities, then any Owner shall have the right, at that Owner's sole cost and expense, to construct and install all or any portion of the Private Roadway, Other Facilities, and all appurtenances necessary and incidental thereto on the above-described easement in accordance with the procedures set forth below. The Private Roadway, Other Facilities, and appurtenances thereto shall be constructed in conformance with all applicable laws, ordinances, and building codes applicable thereto.

In the absence of an agreement between the Owners for construction and installation of the Private Roadway and Other Facilities, if any Owner desires to construct and install all or any portion of the Private Roadway or Other Facilities authorized hereby on the above-described easement, the following procedures shall apply:

(a) The Owner desiring to construct the Private Roadway and Other Facilities (herein the "Constructing Owner") shall provide written notice to the other Owners of his intent to construct, which notice shall include copies of plans and specifications for all such improvements. The other Owners shall each have fifteen (15) days from receipt of such notice to notify the Constructing Owner in writing of any requested changes, modifications or

alterations to the plans and specifications as may be necessary to service the other Owner's parcel.

- (b) In the event that no other Owner provides written notice to the Constructing Owner of any requested changes, modifications, or alterations to the plans and specifications within said fifteen (15) day period, the Constructing Owner shall be entitled to commence and complete construction of the Private Roadway and Other Facilities in accordance with the plans and specifications provided to the other Owners, at the Constructing Owner's sole cost and expense.
- (c) In the event that one or more other Owners provide written notice to the Constructing Owner of any changes, modifications, or alterations to the plans and specifications within said fifteen (15) day period, then the Constructing Owner shall obtain an estimate of the additional costs of construction resulting from the changes, modifications, or alterations proposed by each such other Owner, and shall advise each such other Owner in writing of the amount of the additional costs resulting from the other Owner's proposed changes, modifications, or alterations.
- (d) Each other Owner who has proposed changes, modifications, or alterations to the Constructing Owner's plans and specifications shall, within fifteen (15) days of receipt of notice from the Constructing Owner of the amount of the estimated additional costs, deliver to the Constructing Owner cash or other security acceptable to the Constructing Owner in an amount equal to the additional estimated costs for such other Owner's proposed changes, modifications, or alterations. The Constructing Owner shall only be obligated to incorporate the changes, modifications, or alterations proposed by those other Owners who have timely delivered the cash or other security acceptable to the Constructing Owner in the amount of the additional estimated costs of constructing such changes, modifications, or alterations, and the Constructing Owner shall be entitled to use and apply the cash or other security provided by the other Owners therefor in payment of the costs of construction; provided, however, that such other Owner shall have no obligation to reimburse the Constructing Owner for amounts in excess of the estimated additional costs, regardless of the actual costs of construction thereof, unless otherwise agreed by such other Owner, and provided further, that if the actual costs of constructing the changes, modifications, or alterations proposed by such other Owner are less than the amounts delivered to the Constructing Owner, then the Constructing Owner shall refund the difference to the other Owner.
- (e) If any other Owner who has proposed changes, modifications, or alterations fails to deliver cash or other security to the Constructing Owner within fifteen (15) days of receipt of the notice from the Constructing Owner of the amount of the additional costs, then the Constructing Owner shall have no obligation to incorporate the changes, modifications, or alterations proposed by each other Owner and may commence and complete construction of the Private Roadway and Other Facilities.

If, following the initial construction and installation of the Private Roadway and Other Facilities authorized hereby, any Owner is required to enlarge or modify such Private Roadway or Other Facilities, such Owner shall have the right to construct and install such enlarged or

modified Private Roadway and Other Facilities at such Owner's sole cost and expense; however, such Owner shall comply with the procedures specified above for the initial construction and installation by providing written notice to the other Owners and such other Owners shall have the right to modify such plans and specifications in accordance with the procedures set forth above.

V

MAINTENANCE AND REPAIR OF EASEMENT PRIVATE ROADWAY

During the term of this easement, all reasonable and necessary repair and maintenance expenses incurred in connection with the Easement, and the Private Roadway and Other Facilities related thereto, shall be shared equally by the Owner of Parcel 1 and the Owner of Parcel 2 until the Parcel Map is recorded for Parcel 2, parceling it into four (4) separate legal parcels. Following the recordation of the Parcel Map for Parcel 2, the Owner of Parcel 1 and the Owner of each of the four (4) parcels created by the Parcel Map for Parcel 2 shall each pay one-fifth (1/5) of all reasonable and necessary repair and maintenance expenses incurred in connection with the Easement, and the Private Roadway and Other Facilities related thereto; provided, however, that no Owner shall have any obligation to any other Owner for repair and maintenance costs unless the Owner performing such repairs provides written notice to the other Owner at least ten (10) days prior to commencement of the repair and maintenance work (such notice not being required in the event of emergency) which notice shall include the nature of the proposed repair and maintenance work and the estimated cost thereof. If any other Owner does not provide written notice of objections to the repairing Owner within ten (10) days of receipt of such notice, such other Owner shall be obligated for that Owner's share of the repair costs. In the event an Owner provides written notice of his objection to the repair, and the parties are unable to agree upon the nature and cost of the necessary repairs, such objecting Owner shall be responsible only for his share of the repair costs which are determined to be reasonably necessary to maintain the easement in a reasonably good and safe condition of repair and in compliance with all applicable laws, ordinances, and regulations applicable thereto.

During the term of this Easement, any Owner entitled to the use and enjoyment of the Easement granted hereby shall have the right, at such Owner's sole cost and expense, to perform such work of repair and maintenance as such Owner desires; however, said Owner shall not be entitled to reimbursement from any other Owner or Owners for such repair and maintenance unless advance written notice is provided to the other Owners in the manner described above.

VI

INDEMNIFICATION AND LIABILITY INSURANCE

Each Owner shall indemnify and hold the other Owners harmless from all claims, liabilities, costs, and expenses arising out of any injury or damage to persons or property occurring on or about the above-described easement and arising out of the Owner's use of the above-described easement; provided, however, that no Owner shall be entitled to indemnification hereunder to the extent that the injury or damage results from the negligent or intentional acts or

omissions of said Owner. An Owner's obligation under this paragraph to indemnify and hold the other Owners harmless shall be limited to the sum that exceeds the amount of the insurance coverage, if any, provided by the policy or policies of liability insurance described below.

During the term of this Reciprocal Easement Agreement, each Owner shall maintain a policy of liability insurance insuring the Owner against liability resulting from the ownership and use of the Private Roadway and Other Facilities granted hereby, so long as such coverage is reasonably available in the insurance market. Each liability insurance policy shall provide a combined liability limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence. Upon request, each Owner shall provide the other Owner with evidence of the liability insurance coverage required hereby.

If, in the opinion of the majority of Owners during the term of this Agreement, the amount and/or type of liability insurance coverage at that time is inadequate, the liability insurance coverage shall be changed to conform with the opinion of the majority of Owners and all Owners shall conform the coverage of their respective liability insurance policies thereto. The Owners of the Parcels shall each bear the cost of their own insurance policies, or, if a joint policy is hereafter acquired to provide joint liability insurance coverage for the Easement, the Owner(s) of each of the Parcels shall share the cost of all premiums required for the acquisition and maintenance of the jointly owned policy in the same proportions as they share maintenance and repair expenses pursuant to article V above.

VII

BINDING EFFECT AND NONSEVERABILITY

- A. <u>Binding Effect</u>. The obligations of the parties under this Reciprocal Easement Agreement shall be considered covenants which run with each of the Parcels, and any portion thereof, and shall be binding upon and which shall inure to the benefit and detriment of the Owners, and their respective personal representatives, heirs, successors, and assigns.
- B. <u>Nonseverability</u>. The rights of the respective parties under this Reciprocal Easement Agreement, including the easements and rights to use the Private Roadway and Other Facilities, shall be appurtenant to the ownership of the Parcels, and any portion thereof, and may not be severed from the ownership of any such parcel.
- C. Extent Of Authorized Use. The parties acknowledge and agree that the extent of the authorized use of the easements by the respective Owners shall not be limited to the current uses of the Parcels. Owners acknowledge that they each contemplate further subdivision and development of their respective parcels of real property may occur in the future and that the easements granted hereby shall run to the benefit of any and all subdivided parcels lawfully created out of the Parcels and that the easements granted hereby shall not be considered overburdened by any lawful use made of the Parcels, or any subdivided parcel created out of the Parcels.

VIII

TERM

The term of the easements granted hereby, and of the rights and obligations created hereunder shall commence upon the date of recordation of this Agreement with the Douglas County Recorder and shall continue in perpetuity until terminated by abandonment or non-use of the easements granted hereby, by law, or otherwise terminated pursuant to a written termination or release agreement properly executed by the Owners.

IX

MISCELLANEOUS

- A. <u>Attorneys' Fees</u>. If either Owner initiates an arbitration proceeding pursuant to paragraph D. below to enforce, protect, or establish any right or remedy under this Reciprocal Easement Agreement, the prevailing shall be entitled to recover reasonable attorneys' fees and costs, as awarded by the arbitrators.
- B. <u>Notices</u>. All notices required or permitted to be given by law or by the terms of this Reciprocal Easement Agreement shall be in writing and shall be considered given (1) upon personal service of a copy on the Owner to be served or (2) forty-eight (48) hours after mailing such notice by certified or registered mail, postage prepaid, receipt for delivery requested, addressed to the Owner to be served and properly deposited in the United States Mail.

Notices to the parties shall be given at the following addresses below the Owner's signature at the end of this Reciprocal Easement Agreement. Any change in the name or address of an Owner shall be given by the Owner having such change to the other Owners in the manner provided above. Thereafter, all notices shall be given in accordance with the notice of change of name or address. Notices given before actual receipt of the notice of change of name or address shall not be invalidated by the change.

C. <u>Mediation And Arbitration Of Disputes</u>. Notwithstanding any non-residential use of the real property which is the subject of this Agreement, the Owners agree that any dispute arising under this Reciprocal Easement Agreement shall be resolved first by mediation, and if mediation does not result in resolution of the dispute, then by binding arbitration in accordance with the provisions of NRS 38.302 and 38.360 of the Nevada Revised Statutes, or any corresponding or substitute provision applicable at the time a dispute arises hereunder. The Owners have initialed in the space below to evidence their consent to the foregoing arbitration provision pursuant to NRS 597.995 and agree to execute any other documentation necessary or appropriate to evidence their intent to be bound by this arbitration provision as may, now or in the future, be required pursuant to NRS 597.995 or any other statute or regulation.

- D. <u>Choice Of Law</u>. This Reciprocal Easement Agreement shall be governed by and construed in accordance with the laws of the State of Nevada as in effect from time to time.
- E. <u>Joint And Several Liability</u>. During any period that fee title to Parcel 1, Parcel 2, Parcel 3 or Parcel 4 of the real property is owned by more than one individual or entity, all obligations herein collectively imposed upon the Owners of such lot or parcel shall be deemed to be the joint and several obligations of each such Owner. Following subdivision of any Parcel subject to the Easement into two (2) or more separate lots or parcels, the Owner of one lot or parcel shall not be jointly and severally liable with the Owners of other lots or parcels comprising the Parcel.



Dated this 6 day of April, 2017.

OWNERS:

The John J. Ascuaga Family Trust Agreement (as Restated) dated December 14, 2005

By John & Us waga John F. Ascuaga, Trustee

Rose L. Ascuaga, Trustee

STATE OF NEVADA

: SS.

COUNTY OF WASHOE

This Reciprocal Easement Agreement was acknowledged before me on April 16 , 2017, by John J. Ascuaga as Trustee of The John J. Ascuaga Family Trust Agreement (as Restated) dated December 14, 2005.

Notary Public

STATE OF NEVADA

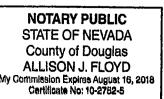
: ss.

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COUNTY OF WASHOE)

This Reciprocal Easement Agreement was acknowledged before me on April 6, 2017, by Rose L. Ascuaga as Trustee of The John J. Ascuaga Family Trust Agreement (as Restated) dated December 14, 2005.

Notary Public



NOTARY PUBLIC STATE OF NEVADA County of Douglas ALLISON J. FLOYD

Commission Expires August 16, 2018 Certificate No: 10-2752-5

EXHIBIT 'A'

DESCRIPTION ADJUSTED PARCEL 1 (Current A.P.N. 1419-00-002-028) The John. J. Ascuaga Family Trust Agreement

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land lying within Sections 15 & 16, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

BEGINNING at the northwest corner of said Section 15, a found 2", iron pipe at a fence corner;

thence along the north line of said Section 15, along an existing fence, North 89°27'44" East. 238.71 feet:

thence South 00°32'16" East, 579.61 feet;

thence South 89°27'44" West, 243.53 feet;

thence South 00°03'39" East, 877.60 feet;

thence South 73°53'16" West, 397.71 feet;

thence South 63°36'53" West, 461.23 feet;

thence North 00°46'21" West, 1,760.13 feet to a point on the north line of said Section 16;

thence along said north line of Section 16, North 89°06'58" East, 817.55 feet to the POINT OF BEGINNING containing 32.66 acres, more or less.

The Basis of Bearing for this description is the north line of the northeast one-quarter of Section 16, North 89°06'58" East, as shown on the Amended Plat of Map of Division into Large Parcels for the Estate of Harry R. Schneider filed for record May 9, 2002 as Document No. 541853.

Prepared By: Matthew P. Bernard, P.L.S. 11172

R.O. ANDERSON ENGINEERING, INC.

P.O. Box 2229

Minden, Nevada 89423

DESCRIPTION ADJUSTED PARCEL 2 (Current A.P.N. 1419-00-001-033) The John. J. Ascuaga Family Trust Agreement

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land lying within Sections 9, 14, 15, 16, 21, 22, & 23, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

BEGINNING at the northwest corner of said Section 15, a found 2" iron pipe at a fence corner;

thence along the north line of said Section 15, along an existing fence, North 89°27'44" East, 2,660.07 feet to an existing fence corner;

thence continuing along an existing fence, South 00°07'27" West, 3,152.46 feet to an existing fence corner;

thence continuing along an existing fence, North 71°05'54" East, 2,831.45 feet to an existing fence corner;

thence continuing along an existing fence, North 00°39'24" West, 936.76 feet to an existing fence corner;

thence along a line coincident with the southerly line of Alpine View Estates No. 3 filed for record April 16, 1973 as Document No. 65319 and its westerly extension thereof, North 89°25'44" East, 1,664.47 feet to a point on the westerly line of an 80-foot wide (80') Jack's Valley Road;

thence along said westerly line of Jack's Valley Road the following courses:

South 15°55'37" West, 1,367.16 feet;

Along the arc of a curve to the left, having a radius of 3,540.00 feet, central angle of 18°26'07" and arc length of 1,139.01 feet;

South 02°30'30" East, 1,537.61 feet;

Along the arc of a curve to the right, having a radius of 4,960.00 feet, central angle of 04°33'09" and arc length of 394.10 feet;

South 02°02'39" West, 919.70 feet to a point on the south line of the northwest one-quarter of the northwest one-quarter (NW1/4NW1/4) of said Section 23;

thence along said south line, South 89°45'55" West, 1,212.55 feet; thence along the south line of the north one-half of the northeast one-quarter (N1/2NE1/4) of said Section 22, South 89°10'47" West, 2,652.36 feet;

thence along the south line of the north one-half of the northwest one-quarter (N1/2NW1/4) of said Section 22, South 89°10'47" West, 2,643.70 feet;

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EXHIBIT 'B'

thence along the south line of the northeast one-quarter of the northeast oneguarter (NE1/4NE1/4) of said Section 21. South 89°25'58" West, 1,304.23 feet to the southwest corner of said NE1/4NE1/4;

thence along the west line of said NE1/4NE1/4, North 00°04'08" West, 1,320.70 feet to the northwest corner of said NE1/4NE1/4;

thence along the north line of the northeast one-quarter (NE1/4) of said Section 21, South 89°15'38" West, 1,305.74 feet to the north one-quarter (N1/4) corner of said Section 21;

thence along the center section line of said Section 16, North 00°01'18" West. 5,296.72 feet to the north one-quarter (N1/4) corner of said Section 16;

thence along the center section line of said Section 9, North 00°04'52" West. 1,304.72 feet to a found 5/8" rebar and plastic cap, PLS 6497;

thence North 89°04'16" East, 2,615.01 feet to a point on the east line of said Section 9, a found 5/8" rebar and plastic cap, PLS 8659;

thence along said east line of Section 9, South 00°14'03" West, 766.89 feet; thence North 89°45'57" West, 217.80 feet;

thence South 00°14'03" West, 200.00 feet;

thence South 89°45'57" East, 217.80 feet to a point on said east line of Section 9:

thence along said east line of Section 9, South 00°14'03" West, 340.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM a parcel of land lying within Sections 15 & 16, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

BEGINNING at the northwest corner of said Section 15, a found 2" iron pipe at a fence corner;

thence along the north line of said Section 15, along an existing fence, North 89°27'44" East, 238.71 feet;

thence South 00°32'16" East, 579.61 feet;

thence South 89°27'44" West, 243.53 feet;

thence South 00°03'39" East, 877.60 feet;

thence South 73°53'16" West, 397.71 feet;

thence South 63°36'53" West, 461.23 feet:

thence North 00°46'21" West, 1,760.13 feet to a point on the north line of said Section 16:

thence along said north line of Section 16, North 89°06'58" East, 817.55 feet to the POINT OF BEGINNING.

The **TOTAL AREA** of Adjusted Parcel 2 is 1,197.27 acres, more or less.

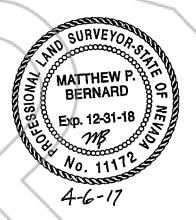
The Basis of Bearing for this description is the north line of the northeast one-quarter of Section 16, North 89°06'58" East, as shown on the Amended Plat of Map of Division into Large Parcels for the Estate of Harry R. Schneider filed for record May 9, 2002 as Document No. 541853.

Prepared By: Matthew P. Bernard, P.L.S. 11172

R.O. ANDERSON ENGINEERING, INC.

P.O. Box 2229

Minden, Nevada 89423



DESCRIPTION 20' PRIVATE RECIPROCAL ROADWAY & 7.5' PUBLIC UTILITY EASEMENT (The John. J. Ascuaga Family Trust Agreement)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A twenty-foot wide (20') strip of land for private reciprocal roadway purposes lying 10' on both sides of an existing traveled way and a seven and one half-foot wide (7.5') strip of land for public utility purposes lying 7.5' on both sides of said private reciprocal roadway easement, all lying within Sections 9 & 16, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is described as follows:

Commencing at the section corner common to said Sections 9 & 16, a found 2" iron pipe at a fence corner;

thence along the east line of said Section 9, North 00°14'03" East, 147.28' feet to the southerly terminus of an existing 20' access & public utility easement as shown on the Final Parcel Map for Joseph Schneider filed for record May 6, 2013 as Document No. 823009, the POINT OF BEGINNING;

thence along said centerline the following courses:

South 10°15'09" West, 107.95 feet;

South 04°39'58" West, 85.44 feet;

South 18°42'18" West, 124.38 feet;

South 13°03'50" West, 112.69 feet;

Along the arc of a curve to the left, having a radius of 450.00 feet, central angle of 21°47'04" and arc length of 171.09 feet;

South 08°43'14" East, 44.84 feet.

Along the arc of a curve to the right, having a radius of 2,000.00 feet, central angle of 14°19'53" and arc length of 500.26 feet;

South 05°36'39" West, 221.56 feet;

Along the arc of a curve to the left, having a radius of 500.00 feet, central angle of 09°10′52" and arc length of 80.12 feet;

South 03°34'12" East, 198.17 feet to the POINT OF TERMINUS of the centerline, said point being the southerly line of Adjusted Parcel 1 per the Boundary Line Adjustment for The John J. Ascuaga Family Trust Agreement recorded concurrently herewith.

The sidelines of the above easement shall be extended and trimmed at said southerly terminus of an existing 20' access & public utility easement & said southerly line of Adjusted Parcel 1.

The above-described easement contains 55,909 square feet or 1.28 acres, more or less.

The Basis of Bearing for this description is the north line of the northeast one-quarter of Section 16, North 89°06'58" East, as shown on the Amended Plat of Map of Division into Large Parcels for the Estate of Harry R. Schneider filed for record May 9, 2002 as Document No. 541853.

Prepared By: Matthew P. Bernard, P.L.S. 11172 R.O. ANDERSON ENGINEERING, INC. P.O. Box 2229

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