



KAREN ELLISON, RECORDER

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

Matthew Taylor
Clear Creek Residential, LLC
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 (the "**Agreement**") is made and entered into by and between **CLEAR CREEK RESIDENTIAL, LLC, a Delaware limited liability company, as owner of the Lot 6 Property (defined below) ("Grantor")**, and **CLEAR CREEK RESIDENTIAL, LLC, a Delaware limited liability company, as owner of the Residential Property (defined below) ("Grantee")**, with reference to the following recitals:

- A. Grantee is the owner of the Residential Property, and Grantor is the owner of the Lot 6 Property.
- B. In connection with the use and development of the Residential Property, Grantee desires to acquire certain easement rights over the Easement Area located on the Lot 6 Property.
- C. Grantor is willing to grant Grantee its desired easement rights over the Easement Area, pursuant and subject 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 Grantee hereby agree as follows:

I. **DEFINITIONS; INTERPRETATION.**

1.1 **Definitions.** The terms used in this Agreement shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms used herein shall be defined as set forth below, and shall incorporate the concepts set forth in each definition.

"Business Day" means any day other than a Saturday, Sunday, or day that is a legal holiday under the laws of the State of Nevada or is a day on which banking institutions located in the State of Nevada are authorized or required by law or other governmental action to close.

“Easement Area” means the real property located in Douglas County, Nevada, more particularly described in **Exhibit “C”** attached hereto, and depicted in **Exhibit “D”** attached hereto.

“Improvements” means (i) all storm drainage improvements, drainage facilities, slopes, and related facilities of any type, together with all repairs and replacements thereof and modifications thereto, and (ii) all other slopes and grading improvements of any type, including, without limitation, support slopes, rockery walls, retaining walls, grading in furtherance of subjacent and lateral support, together with all repairs and replacements thereof and modifications thereto.

“Lot 6 Property” means that certain real property located in Douglas County, Nevada, more particularly described in **Exhibit “A”** attached hereto.

“Official Records” means the official records of the County Recorder of Douglas County, Nevada.

“Properties” means, collectively, the Lot 6 Property and the Residential Property.

“Residential Property” means that certain real property located in Douglas County, Nevada, more particularly described in **Exhibit “B”** attached hereto.

“Scope of Residential Easement” means (i) drainage (including, without limitation, the drainage of storm water flows, diffused surface water, and directed storm water) off the Residential Property, in both its natural state and as now or hereafter developed in accordance with applicable law and all development entitlements and approvals issued by applicable governmental authorities, (ii) lateral and subjacent support for any and all improvements now or hereafter constructed or placed upon the Residential Property as now or hereafter developed in accordance with applicable law and all development entitlements and approvals issued by applicable governmental authorities, (iii) grading required for the construction or placement of any improvements on the Residential Property as now or hereafter developed in accordance with applicable law and all development entitlements and approvals issued by applicable governmental authorities, (iv) the construction, installation, use and enjoyment, repair, replacement, and maintenance of Improvements as necessary to enjoy the aforementioned rights; and (v) such access as may be necessary to enjoy the foregoing rights.

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 **Other Usages.** When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and the neuter and vice versa. The use in this Agreement of the term "including" and related terms such as "include" shall in all cases mean "without limitation."

1.4 **Headings.** The various headings of this Agreement are included for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

1.5 **Joint Product of Parties.** This Agreement is the result of arms-length negotiations between Grantor, Grantee, and their respective attorneys. Accordingly, no party shall be deemed to be the author of this Agreement, nor shall this Agreement be construed against any party.

1.6 **Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included at, unless such last day is not a Business Day, in which event the period shall run until the end of the next day which is a Business Day. Unless otherwise expressly provided herein, the last day of any period of time described herein shall be deemed to end at 5:00 p.m., Nevada time.

2. **GRANT OF EASEMENT.** Grantor hereby grants to Grantee, for the benefit of the Residential Property to the extent of the Scope of the Residential Easement, a perpetual, non-exclusive easement over, across, and under the Easement Area.

3. **IMPROVEMENTS.**

3.1 **Right to Undertake Action for Improvements.** Grantee may undertake the construction, installation, repair, replacement, modification, and/or maintenance of any particular permitted Improvement upon the Easement Area from time to time. Except in case of emergency or routine maintenance, Grantee shall provide Grantor with not less than three (3) days prior written notice before commencing construction, installation, repair, replacement, modification, and/or maintenance of the relevant Improvement. 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 the quiet use and enjoyment of the Lot 6 Property. Notwithstanding any review of information or consent to any activities by Grantor, Grantee shall be solely responsible for, and Grantor shall not be responsible nor liable for nor have any control or charge over, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with construction, installation, repair, replacement, modification, and/or maintenance of the Improvements. Grantee shall be solely responsible for all costs and expenses associated with the plans, specifications, drawings, permits, financial assurances, materials, equipment, and labor associated with the applicable construction, installation, repair, replacement, modification, and/or maintenance on the Improvements.

3.2 **Maintenance; Duty to Repair.** Except as provided in Section 3.3 below, Grantee shall at all times be solely responsible for the maintenance and repair (including any necessary replacements) of the Improvements, and Grantee shall maintain the Improvements in good order and repair, and in a high quality condition. In the event any Grantee causes any damage or modification to the surface of the Lot 6 Property or any improvements, landscaping, or native

vegetation thereon as a result of the exercise of its rights herein (other than modifications to the Easement Area in connection with the original installation of any Improvements), such Grantee shall, at its sole cost and expense, expeditiously repair and restore such portion of the Lot 6 Property and/or such improvements, landscaping, or native vegetation to its/their condition prior to the exercise of such rights.

3.3 **Grantor's Right to Cure.** In the event Grantor determines that Grantee is in material breach or default of Section 3.2, Grantor may provide written notice thereof to Grantee describing in reasonable detail the nature of such default and the action to be undertaken to cure the default. If Grantee fails to cure such default within thirty (30) days of delivery of such written notice, Grantor shall have the right to cure the default; provided, however, if the nature of the default is such that it is not commercially reasonable or capable of being cured within such thirty (30) day period, then provided Grantee commences to cure the default within such thirty (30) day period and thereafter diligently prosecutes the same to completion, then the default shall be deemed suspended pending such cure. If the default is not cured or suspended in accordance with the foregoing, Grantor may take any action it deems necessary to cure the default. Grantee shall pay the actual and commercially reasonable cost incurred by Grantor in exercising such right within thirty (30) days of delivery of an invoice therefor, together with such supporting and back-up invoices and other materials as are reasonably sufficient for Grantee to determine the accuracy and propriety of such billing.

3.4 **Compliance with Laws.** Grantee shall fully comply with (and shall cause all persons acting through or on behalf of Grantee to fully comply with) all laws, ordinances, rules, and regulations in the exercise of its rights hereunder or otherwise applicable to the Easement Area and the construction, installation, maintenance, repair, use and/or replacement of the any Improvement thereon.

3.5 **Protection from Mechanics' Lien Claims.** Grantee shall pay when due all costs, fees or other expenses associated with construction, installation, maintenance, repair, use and/or replacement of any Improvement, and shall indemnify, defend and hold harmless Grantor from any mechanics' liens, actions or liabilities arising from non-payment of such costs, fees or other expenses. If, by reason of the withholding of any payment, any mechanics' liens are filed against the Lot 6 Property, Grantee shall, upon written demand of Grantor, immediately post such surety bond as is necessary to release such mechanics' lien(s) from the Lot 6 Property.

4. **INDEMNITY.** Without limiting any other right or remedy of Grantor herein, Grantee shall defend, protect, indemnify and hold harmless Grantor against any and all damages, losses, expenses, assessments, fines, costs and liabilities (including without limitation, all interest, penalties and attorney's fees, and any mechanics' liens, actions or liabilities arising from non-payment of costs, fees or other expenses related to construction, installation, maintenance, repair, use and/or replacement of any Improvement) based upon or arising out of any claim of personal injury, property damage, or other claim resulting from Grantee's use of its easements hereunder, or otherwise arising out of or relating to Grantee's rights and obligations pursuant to this Agreement (including, without limitation, Grantee's construction, installation, maintenance, and/or use of the Improvements).

5. **CONDEMNATION.** Grantee shall not, by reason of the easements created pursuant to this Agreement, have any right to any award or payment received by Grantor as a result of any portion of the Lot 6 Property being taken through an exercise of the power of eminent domain.

6. **MISCELLANEOUS PROVISIONS.**

6.1 **Easements Appurtenant; Covenants and Equitable Servitudes.** The easements granted under this Agreement shall be easements appurtenant to the Properties. All provisions of this Agreement shall be binding upon the respective successors and assigns of Grantor and Grantee, and shall be deemed to run with the Properties as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the Properties, and to all persons hereafter acquiring or owning any interest in either of the Properties, however such interest may be obtained.

Notwithstanding the foregoing, in light of the parties' expectation that all or a portion of the Residential Property may be subdivided and conveyed to consumer, residential lot buyers in the future, the parties hereby further agree that this Agreement, other than the use easements granted in Section 2 above, shall terminate as to a portion of the Residential Property, without any further action by any party, at such time as said portion of the Residential Property is (i) conveyed to consumer, residential lot buyer, or (ii) accepted for dedication by the County or a Public Utility (as defined in Section 6.17).

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

6.3 **No Other Inducement.** The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those herein expressed.

6.4 **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 Grantor and Grantee 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.

6.5 **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.

6.6 **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 each opposing party 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.

6.7 **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.

6.8 **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.

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

6.10 **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein.

6.11 **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.

6.12 **Limitation of Liability.** As used in this Agreement, the term "Grantor" means only a current owner of fee title to the Lot 6 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 Lot 6 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 "Grantee" means only a current owner of fee title to the relevant portion of the Residential Property at the time in question. Each Grantee is obligated to perform its obligations under this Agreement as owner of any portion of the Residential 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 Residential Property is relieved of all liability with respect to the obligations of an owner of that portion of the Residential Property under this Agreement to be performed on or after the date of transfer.

6.13 **Enforcement; Breach Shall Not Permit Termination.** Each party bound hereby shall have the right (but not the duty) to enforce its rights hereunder against the other parties hereto. 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.

6.14 **Relocation, Modification, and/or Contraction.** Grantor and Grantee may, upon written agreement of Grantor and Grantee, relocate, modify, and/or contract the Easement Area from time to time, provided that such relocation, modification, and/or contraction is approved by Douglas County, a sufficient replacement easement area is provided, and notice of such relocation, modification, and/or contraction, complete with a legal description of the new easement area, is recorded in the Official Records of Douglas County, Nevada. Upon each relocation, modification, and/or contraction, the new easement area shall be deemed the "Easement Area" for purposes of this Agreement. The parties bound hereto agree to cooperate and coordinate with one another in good faith to cause any relocation, modification, and/or contraction of the Easement Area to be performed in an efficient and economical manner. Unless the parties bound hereto mutually agree otherwise in writing, the costs associated with any relocation hereunder shall be borne by the relevant party requesting such relocation. For clarification, upon any relocation the terms of Section 3 apply to the Easement Area, and all Improvements thereon, as relocated.

6.15 **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 or email, followed by a hard copy mailed the same day, whereupon service shall be deemed completed on the day telecopy or email, as applicable, 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 address to which notices to a recipient party shall be sent shall be the address last provided by the recipient party or, if no such address exists, to the address of such recipient party at the Lot 6 Property or its portion of the Residential Property, as applicable, or, if no such address exists, to the last known address of such recipient party. The initial addresses for notices under this Agreement are as follows:

Grantor: Clear Creek Residential, LLC
Attn: Matthew Taylor
199 Old Clear Creek Road
Carson City, Nevada 89705
Telephone: (805) 455-6661
Email: mht@amcapgrp.com

Grantee: Clear Creek Residential, LLC
Attn: Matthew Taylor
199 Old Clear Creek Road

Carson City, Nevada 89705
Telephone: (805) 455-6661
Email: mht@amcapgrp.com

Any party hereto may from time to time, by notice in writing served upon the others as aforesaid, designate a different address to which or a different person to whose attention all such notices or demands are thereafter to be addressed.

6.16 **No Partnership.** The provisions of this Agreement do not create any partnership, joint venture, or other legal entity between the parties hereto.

6.17 **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 Douglas 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 Douglas County or the applicable Public Utility, shall be deemed to include an assignment to Douglas County or the 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; provided, however, that no such assignment shall relieve the applicable Grantee of its obligations hereunder. For purposes of this Agreement, "Public Utility" means a public utility or quasi-public utility.

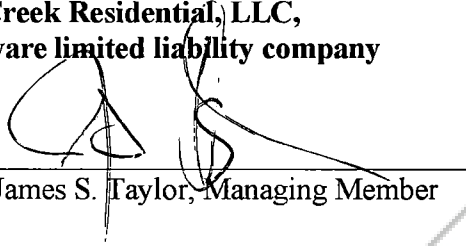
6.18 **Non-Merger; Effect of Agreement.** As of the date of execution and recordation of this Agreement, Clear Creek Residential, LLC, a Delaware limited liability company, is both Grantor and Grantee under this Agreement, and is the owner of both the Residential Property and the Lot 6 Property. Notwithstanding such common ownership, the rights created hereunder shall be deemed effective and shall not be deemed to merge in any respect. In the event any merger is nevertheless deemed to occur by intent or operation of law, all rights, provisions, terms, conditions, obligations, and liabilities of this Agreement shall be deemed immediately effective, notwithstanding any prior merger, immediately upon any transfer or conveyance whereby the Residential Property and the Lot 6 Property are no longer held under a common owner. Each grantee or purchaser of either Property shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Clear Creek Residential, LLC, a Delaware limited liability company, or a subsequent owner of such Property, accept such deed or contract upon and subject to each and all of the provisions of this Agreement. By acceptance, such grantee or purchaser shall for himself (his heirs, personal representatives, successors and assigns) covenant, consent and agree to keep, observe, comply with and perform all of the provisions of this Agreement.

[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 2/8, 2017.

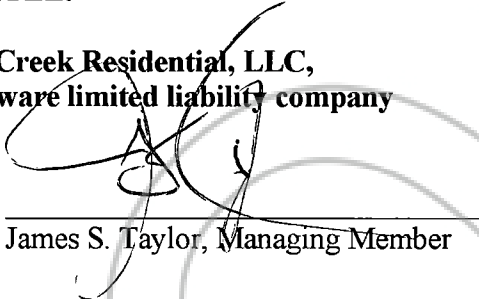
GRANTOR:

**Clear Creek Residential, LLC,
a Delaware limited liability company**

By: 
James S. Taylor, Managing Member

GRANTEE:

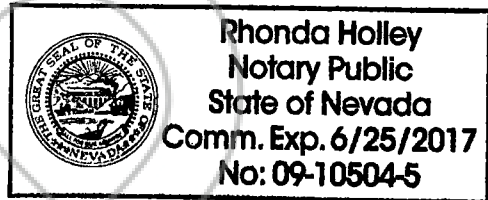
**Clear Creek Residential, LLC,
a Delaware limited liability company**

By: 
James S. Taylor, Managing Member

STATE OF NEVADA)
)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on MAY 9, 2017, by James S. Taylor as Managing Member of Clear Creek Residential, LLC, a Delaware limited liability company.

Rhonda Holley
Notary Public
My Commission Expires: 6-25-2017



LIST OF EXHIBITS AND SCHEDULES

- EXHIBIT A -- Legal Description of Lot 6 Property
- EXHIBIT B -- Legal Description of Residential Property
- EXHIBIT C -- Legal Description of Easement Area
- EXHIBIT D -- Depiction of Easement Area



**EXHIBIT A
LEGAL DESCRIPTION OF LOT 6 PROPERTY**

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

Lot 6 as shown on that Final Map of Clear Creek Tahoe – Phase 1A & 1B, recorded November 18, 2016 as File No. 2016-890939 in the official records of Douglas County, Nevada.



EXHIBIT B
LEGAL DESCRIPTION OF RESIDENTIAL PROPERTY

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

Parcel 8 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Clear Creek Ranch, L.L.C., filed in the office of the County Recorder of Douglas County, State of Nevada on June 27, 2008, in Book 608, Page 7354, as File No. 725936 of Official Records, situate in Section 3, Township 14 North, Range 19 East, Mount Diablo Meridian, Douglas County, Nevada and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 3;

Thence North 25°42'17" East a distance of 2438.19 feet to the POINT OF BEGINNING;

Thence North 16°38'50" East a distance of 95.61 feet;

Thence North 10°52'22" East a distance of 117.98 feet;

Thence North 45°00'41" East a distance of 112.75 feet;

Thence North 66°57'11" East a distance of 86.33 feet;

Thence along the arc of a non-tangent curve to the left having a tangent bearing of South 29°36'26" East, a radius of 372.50 feet, a central angle of 36°17'40", a distance of 235.96 feet;

Thence along the arc of a reverse curve to the right having a radius of 1477.50 feet, a central angle of 13°33'47", a distance of 349.75 feet;

Thence along the arc of a compound curve to the right having a radius of 28.50 feet, a central angle of 111°41'32", a distance of 55.56 feet;

Thence along the arc of a reverse curve to the left having a radius of 322.50 feet, a central angle of 27°43'31", a distance of 156.06 feet;

Thence North 73°21'10" West a distance of 591.78 feet to the POINT OF BEGINNING.

Containing 3.96 acres, more or less.

Parcel 17 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Clear Creek Ranch, L.L.C., filed in the office of the County Recorder of Douglas County, State of Nevada on June 27, 2008, in Book 608, Page 7354, as File No. 725936 of Official Records, situate in Sections 3, 4, 9 and 10, Township 14 North, Range 19 East, Mount Diablo Meridian, Douglas County, Nevada and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 3;

Thence South 69°45'34" East a distance of 1330.40 feet to the POINT OF BEGINNING;

Thence South 86°49'18" East a distance of 309.87 feet;

Thence along the arc of a curve to the left having a radius of 247.50 feet, a central angle of $59^{\circ}33'55''$, a distance of 257.30 feet;

Thence along the arc of a reverse curve to the right having a radius of 277.50 feet, a central angle of $48^{\circ}35'57''$, a distance of 235.38 feet;

Thence along the arc of a reverse curve to the left having a radius of 572.50 feet, a central angle of $16^{\circ}06'40''$, a distance of 160.98 feet;

Thence North $66^{\circ}06'04''$ East a distance of 140.48 feet;

Thence along the arc of a curve to the right having a radius of 627.50 feet, a central angle of $36^{\circ}16'17''$, a distance of 397.24 feet;

Thence along the arc of a reverse curve to the left having a radius of 222.50 feet, a central angle of $122^{\circ}13'33''$, a distance of 474.65 feet;

Thence along the arc of a reverse curve to the right having a radius of 427.50 feet, a central angle of $04^{\circ}50'44''$, a distance of 36.15 feet;

Thence along the arc of a compound curve to the right having a radius of 25.50 feet, a central angle of $96^{\circ}51'28''$, a distance of 43.11 feet;

Thence North $81^{\circ}51'00''$ East a distance of 52.27 feet;

Thence North $08^{\circ}09'00''$ West a distance of 45.00 feet;

Thence South $81^{\circ}51'00''$ West a distance of 52.27 feet;

Thence along the arc of a curve to the right having a radius of 25.50 feet, a central angle of $96^{\circ}51'28''$, a distance of 43.11 feet;

Thence along the arc of a compound curve to the right having a radius of 427.50 feet, a central angle of $19^{\circ}56'47''$, a distance of 148.83 feet;

Thence North $18^{\circ}39'15''$ East a distance of 227.97 feet;

Thence along the arc of a curve to the left having a radius of 1522.50 feet, a central angle of $11^{\circ}14'20''$, a distance of 298.65 feet;

Thence along the arc of a reverse curve to the right having a radius of 477.50 feet, a central angle of $17^{\circ}26'19''$, a distance of 145.33 feet;

Thence along the arc of a reverse curve to the left having a radius of 522.50 feet, a central angle of $18^{\circ}13'47''$, a distance of 166.24 feet;

Thence North $06^{\circ}37'27''$ East a distance of 160.14 feet;

Thence along the arc of a curve to the left having a radius of 322.50 feet, a central angle of $39^{\circ}45'11''$, a distance of 223.76 feet;

Thence along the arc of a reverse curve to the right having a radius of 25.50 feet, a central angle of $84^{\circ}38'56''$, a distance of 37.67 feet;

Thence along the arc of a compound curve to the right having a radius of 227.50 feet, a central angle of $00^{\circ}51'15''$, a distance of 3.39 feet;

Thence North $37^{\circ}37'33''$ West a distance of 45.00 feet;

Thence along the arc of a non-tangent curve to the left having a tangent bearing of South $52^{\circ}22'27''$ West, a radius of 272.50 feet, a central angle of $01^{\circ}41'11''$, a distance of 8.02 feet;

Thence along the arc of a reverse curve to the right having a radius of 25.50 feet, a central angle of $80^{\circ}18'58''$, a distance of 35.75 feet;

Thence along the arc of a reverse curve to the left having a radius of 322.50 feet, a central angle of $40^{\circ}28'09''$, a distance of 227.79 feet;

Thence along the arc of a reverse curve to the right having a radius of 25.50 feet, a central angle of $75^{\circ}56'33''$, a distance of 33.80 feet;

Thence along the arc of a reverse curve to the left having a radius of 172.50 feet, a central angle of $07^{\circ}26'18''$, a distance of 22.39 feet;

Thence South $69^{\circ}02'20''$ West a distance of 45.00 feet;

Thence along the arc of a non-tangent curve to the right having a tangent bearing of South $20^{\circ}57'40''$ East, a radius of 127.50 feet, a central angle of $01^{\circ}41'27''$, a distance of 3.76 feet;

Thence along the arc of a compound curve to the right having a radius of 25.50 feet, a central angle of $93^{\circ}46'26''$, a distance of 41.73 feet;

Thence along the arc of a reverse curve to the left having a radius of 322.50 feet, a central angle of $00^{\circ}35'33''$, a distance of 3.33 feet;

Thence South $73^{\circ}54'40''$ West a distance of 121.58 feet;

Thence along the arc of a curve to the right having a radius of 527.50 feet, a central angle of $68^{\circ}52'38''$, a distance of 634.13 feet;

Thence along the arc of a reverse curve to the left having a radius of 1522.50 feet, a central angle of $28^{\circ}41'24''$, a distance of 762.37 feet;

Thence along the arc of a reverse curve to the right having a radius of 327.50 feet, a central angle of $66^{\circ}58'07''$, a distance of 382.79 feet;

Thence North $01^{\circ}04'01''$ East a distance of 381.06 feet;

Thence along the arc of a curve to the left having a radius of 352.50 feet, a central angle of $111^{\circ}37'46''$, a distance of 686.78 feet;

Thence along the arc of a reverse curve to the right having a radius of 287.50 feet, a central angle of $147^{\circ}34'19''$, a distance of 740.49 feet;

Thence along the arc of a compound curve to the right having a radius of 51.50 feet, a central angle of $46^{\circ}38'06''$, a distance of 41.92 feet;

Thence along the arc of a reverse curve to the left having a radius of 352.00 feet, a central angle of $32^{\circ}50'41''$, a distance of 201.78 feet;

Thence along the arc of a curve to the right having a radius of 66.50 feet, a central angle of $46^{\circ}55'42''$, a distance of 54.47 feet;

Thence South $82^{\circ}16'19''$ East a distance of 104.19 feet;

Thence along the arc of a curve to the left having a radius of 297.50 feet, a central angle of $86^{\circ}05'35''$, a distance of 447.03 feet;

Thence along the arc of a reverse curve to the right having a radius of 28.50 feet, a central angle of $65^{\circ}42'06''$, a distance of 32.68 feet;

Thence North $77^{\circ}20'12''$ East a distance of 5.00 feet;

Thence North $14^{\circ}03'31''$ West a distance of 17.78 feet to a point on the centerline of Clear Creek Road;

Thence along said centerline, along the arc of a non-tangent curve to the right having a tangent bearing of South $75^{\circ}56'29''$ West. A radius of 500.00 feet, a central angle of $12^{\circ}53'40''$, a distance of 112.53 feet;

Thence departing said centerline, South $01^{\circ}09'51''$ East a distance of 18.51 feet;

Thence North $87^{\circ}53'03''$ East a distance of 5.00 feet;

Thence along the arc of a curve to the right having a radius of 28.50 feet, a central angle of $113^{\circ}23'21''$, a distance of 56.40 feet;

Thence along the arc of a compound curve to the right having a radius of 252.50 feet, a central angle of $76^{\circ}27'17''$, a distance of 336.93 feet;

Thence North $82^{\circ}16'19''$ West a distance of 36.21 feet;

Thence along the arc of a curve to the right having a radius of 28.50 feet, a central angle of $78^{\circ}44'13''$, a distance of 39.17 feet;

Thence North $65^{\circ}56'11''$ West a distance of 53.79 feet;

Thence along the arc of a non-tangent curve to the right having a tangent bearing of South $15^{\circ}46'51''$ East, a radius of 28.50 feet, a central angle of $107^{\circ}46'41''$, a distance of 53.61 feet;

Thence along the arc of a reverse curve to the left having a radius of 332.50 feet, a central angle of $00^{\circ}32'58''$, a distance of 3.19 feet;

Thence along the arc of a reverse curve to the right having a radius of 91.50 feet, a central angle of $19^{\circ}22'28''$, a distance of 30.94 feet;

Thence along the arc of a reverse curve to the left having a radius of 108.50 feet, a distance of $35^{\circ}07'11''$, a distance of 66.51 feet;

Thence along the arc of a compound curve to the left having a radius of 353.00 feet, a central angle of $17^{\circ}52'07''$, a distance of 110.09 feet;

Thence along the arc of a compound curve to the left having a radius of 108.50 feet, a central angle of $35^{\circ}07'11''$, a distance of 66.51 feet;

Thence along the arc of a reverse curve to the right having a radius of 91.50 feet, a central angle of $19^{\circ}22'28''$, a distance of 30.94 feet;

Thence along the arc of a reverse curve to the left having a radius of 332.50 feet, a central angle of $152^{\circ}39'04''$, a distance of 885.87 feet;

Thence along the arc of a reverse curve to the right having a radius of 307.50 feet, a central angle of $111^{\circ}37'46''$, a distance of 599.10 feet;

Thence South $01^{\circ}04'01''$ West a distance of 381.06 feet;

Thence along the arc of a curve to the left having a radius of 372.50 feet, a central angle of $66^{\circ}58'07''$, a distance of 435.39 feet;

Thence along the arc of a reverse curve to the right having a radius of 1477.50 feet, a central angle of $13^{\circ}33'47''$, a distance of 349.75 feet;

Thence along the arc of a compound curve to the right having a radius of 28.50 feet, a central angle of $111^{\circ}41'32''$, a distance of 55.56 feet;

Thence along the arc of a reverse curve to the left having a radius of 322.50 feet, a central angle of $27^{\circ}43'31''$, a distance of 156.06 feet;

Thence along the arc of a reverse curve to the right having a radius of 377.50 feet, a central angle of $48^{\circ}38'31''$, a distance of 320.48 feet;

Thence along the arc of a reverse curve to the left having a radius of 272.50 feet, a central angle of $09^{\circ}31'15''$, a distance of 45.28 feet;

Thence North $20^{\circ}23'08''$ West a distance of 27.59 feet;

Thence North $87^{\circ}41'11''$ West a distance of 439.95 feet;

Thence along the arc of a curve to the right having a radius of 150.00 feet, a central angle of $46^{\circ}45'37''$, a distance of 122.42 feet;

Thence North $40^{\circ}55'34''$ West a distance of 73.05 feet;

Thence South $49^{\circ}41'07''$ West a distance of 343.67 feet;

Thence North $68^{\circ}42'00''$ West a distance of 295.69 feet;

Thence along the arc of a curve to the left having a radius of 322.50 feet, a central angle of $11^{\circ}44'24''$, a distance of 66.08 feet;

Thence along the arc of a reverse curve to the right having a radius of 277.50 feet, a central angle of $06^{\circ}12'11''$, a distance of 30.04 feet;

Thence North $61^{\circ}58'38''$ East a distance of 276.39 feet;

Thence North $36^{\circ}35'53''$ West a distance of 194.88 feet;

Thence South $71^{\circ}44'39''$ West a distance of 107.51 feet;

Thence South $80^{\circ}11'32''$ West a distance of 83.62 feet;

Thence South 88°48'52" West a distance of 30.27 feet;
Thence North 72°40'31" West a distance of 14.68 feet;
Thence South 62°13'07" West a distance of 189.17 feet;
Thence along the arc of a non-tangent curve to the left having a tangent bearing of North 75°48'58" West, a radius of 322.50 feet, a central angle of 12°46'03", a distance of 71.86 feet;
Thence along the arc of a curve to the right having a radius of 277.50 feet, a central angle of 31°20'11", a distance of 151.77 feet;
Thence North 74°04'28" East a distance of 169.17 feet;
Thence North 08°49'37" East a distance of 67.76 feet;
Thence North 75°25'24" East a distance of 308.30 feet;
Thence North 70°28'48" East a distance of 595.82 feet;
Thence North 07°44'18" East a distance of 234.97 feet;
Thence North 85°58'00" West a distance of 873.38 feet;
Thence North 87°23'11" West a distance of 226.13 feet;
Thence North 79°48'06" West a distance of 219.12 feet;
Thence South 44°21'15" West a distance of 173.27 feet;
Thence South 89°04'30" West a distance of 180.31 feet;
Thence South 31°37'15" West a distance of 310.39 feet;
Thence North 64°18'43" West a distance of 383.46 feet;
Thence North 00°26'56" West a distance of 120.89 feet;
Thence North 88°57'09" West a distance of 1126.33 feet;
Thence South 26°56'31" West a distance of 164.39 feet;
Thence South 63°02'22" East a distance of 65.29 feet;
Thence South 56°34'18" East a distance of 57.53 feet;
Thence South 13°31'46" East a distance of 231.61 feet;
Thence South 05°17'16" West a distance of 878.37 feet;
Thence South 87°41'38" East a distance of 159.24 feet;
Thence South 26°48'06" East a distance of 222.07 feet;
Thence South 48°57'17" East a distance of 205.33 feet;
Thence South 61°44'44" East a distance of 283.36 feet;

Thence along the arc of a non-tangent curve to the right having a tangent bearing of South 45°27'14" West, a radius of 187.50 feet, a central angle of 07°10'40", a distance of 23.49 feet;

Thence along the arc of a reverse curve to the left having a radius of 672.50 feet, a central angle of 13°08'44", a distance of 154.29 feet;

Thence South 50°30'50" East a distance of 45.00 feet;

Thence along the arc of a non-tangent curve to the left having a tangent bearing of South 39°29'10" West, a radius of 627.50 feet, a central angle of 07°42'42", a distance of 84.46 feet;

Thence along the arc of a reverse curve to the right having a radius of 1622.50 feet, a central angle of 00°39'51", a distance of 18.81 feet;

Thence South 67°27'15" East a distance of 221.90 feet;

Thence North 58°54'05" East a distance of 108.17 feet;

Thence South 31°51'37" East a distance of 279.81 feet;

Thence North 64°46'58" East a distance of 250.07 feet;

Thence along the arc of a non-tangent curve to the left having a tangent bearing of South 48°51'07" East, a radius of 372.50 feet, a central angle of 22°10'16", a distance of 144.14 feet;

Thence South 13°03'16" West a distance of 57.96 feet;

Thence South 43°10'33" East a distance of 410.79 feet;

Thence South 65°59'00" East a distance of 830.67 feet;

Thence North 22°33'05" East a distance of 39.91 feet;

Thence along the arc of a curve to the right having a radius of 215.00 feet, a central angle of 57°01'15", a distance of 213.97 feet;

Thence North 79°34'20" East a distance of 265.30 feet;

Thence South 83°49'43" East a distance of 234.37 feet;

Thence North 65°07'48" East a distance of 324.52 feet;

Thence North 22°11'41" West a distance of 37.34 feet;

Thence along the arc of a non-tangent curve to the right having a tangent bearing of South 82°04'30" West, a radius of 310.00 feet, a central angle of 48°47'14", a distance of 263.96 feet;

Thence along the arc of a reverse curve to the left having a radius of 365.00 feet, a central angle of 28°02'36", a distance of 178.65 feet;

Thence along the arc of a reverse curve to the right having a radius of 240.00 feet, a central angle of 52°59'50", a distance of 221.99 feet;

Thence along the arc of a reverse curve to the left having a radius of 150.00 feet, a central angle of 42°21'11", a distance of 110.88 feet;

Thence North 29°00'30" East a distance of 120.56 feet;

Thence along the arc of a curve to the left having a radius of 322.50 feet, a central angle of $48^{\circ}15'35''$, a distance of 271.64 feet;

Thence along the arc of a reverse curve to the right having a radius of 177.50 feet, a central angle of $32^{\circ}14'34''$, a distance of 99.89 feet;

Thence South $50^{\circ}39'58''$ East a distance of 705.40 feet;

Thence North $89^{\circ}15'43''$ East a distance of 401.46 feet;

Thence along the arc of a curve to the right having a radius of 150.00 feet, a central angle of $61^{\circ}28'23''$, a distance of 160.94 feet;

Thence South $29^{\circ}15'54''$ East a distance of 8.03 feet;

Thence North $74^{\circ}22'53''$ East a distance of 321.90 feet;

Thence North $13^{\circ}33'21''$ West a distance of 418.99 feet;

Thence North $13^{\circ}00'35''$ West a distance of 208.16 feet;

Thence North $06^{\circ}15'21''$ East a distance of 198.49 feet;

Thence North $10^{\circ}23'00''$ East a distance of 480.75 feet;

Thence along the arc of a non-tangent curve to the left having a tangent bearing of North $63^{\circ}07'05''$ East, a radius of 422.50 feet, a central angle of $31^{\circ}29'23''$, a distance of 232.21 feet;

Thence along the arc of a reverse curve to the right having a radius of 277.50 feet, a central angle of $27^{\circ}49'16''$, a distance of 134.75 feet;

Thence along the arc of a reverse curve to the left having a radius of 222.50 feet, a central angle of $08^{\circ}01'37''$, a distance of 31.17 feet;

Thence along the arc of a reverse curve to the right having a radius of 28.50 feet, a central angle of $80^{\circ}25'13''$, a distance of 40.00 feet;

Thence along the arc of a compound curve to the right having a radius of 1477.50 feet, a central angle of $10^{\circ}56'44''$, a distance of 282.26 feet;

Thence along the arc of a reverse curve to the left having a radius of 572.50 feet, a central angle of $23^{\circ}49'21''$, a distance of 238.03 feet;

Thence along the arc of a reverse curve to the right having a radius of 25.50 feet, a central angle of $94^{\circ}29'13''$, a distance of 42.05 feet;

Thence along the arc of a compound curve to the right having a radius of 137.50 feet, a central angle of $01^{\circ}32'28''$, a distance of 3.70 feet;

Thence South $55^{\circ}00'22''$ East a distance of 45.00 feet;

Thence along the arc of a non-tangent curve to the left having a tangent bearing of North $34^{\circ}59'38''$ East, a radius of 182.50 feet, a central angle of $05^{\circ}45'59''$, a distance of 18.37 feet;

Thence along the arc of a reverse curve to the right having a radius of 25.50 feet, a central angle of $80^{\circ}28'02''$, a distance of 35.81 feet;

Thence along the arc of a reverse curve to the left having a radius of 572.50 feet, a central angle of $35^{\circ}47'01''$, a distance of 357.55 feet;

Thence North $73^{\circ}54'40''$ East a distance of 121.58 feet;

Thence along the arc of a curve to the right having a radius of 277.50 feet, a central angle of $112^{\circ}42'47''$, a distance of 545.90 feet;

Thence South $06^{\circ}37'27''$ West a distance of 160.14 feet;

Thence along the arc of a curve to the right having a radius of 477.50 feet, a central angle of $18^{\circ}13'47''$, a distance of 151.93 feet;

Thence along the arc of a reverse curve to the left having a radius of 522.50 feet, a central angle of $17^{\circ}26'19''$, a distance of 159.03 feet;

Thence along the arc of a reverse curve to the right having a radius of 1477.50 feet, a central angle of $05^{\circ}52'23''$, a distance of 151.45 feet;

Thence along the arc of a compound curve to the right having a radius of 25.50 feet, a central angle of $110^{\circ}04'52''$, a distance of 48.99 feet;

Thence along the arc of a compound curve to the right having a radius of 177.50 feet, a central angle of $10^{\circ}05'21''$, a distance of 31.26 feet;

Thence South $43^{\circ}27'31''$ West a distance of 45.00 feet;

Thence along the arc of a non-tangent curve to the left having a tangent bearing of South $46^{\circ}32'29''$ East, a radius of 222.50 feet, a central angle of $17^{\circ}13'24''$, a distance of 66.88 feet;

Thence along the arc of a reverse curve to the right having a radius of 25.50 feet, a central angle of $80^{\circ}57'36''$, a distance of 36.03 feet;

Thence along the arc of a compound curve to the right having a radius of 1477.50 feet, a central angle of $01^{\circ}27'32''$, a distance of 37.62 feet;

Thence South $18^{\circ}39'15''$ West a distance of 178.21 feet;

Thence along the arc of a curve to the right having a radius of 25.50 feet, a central angle of $90^{\circ}00'00''$, a distance of 40.06 feet;

Thence North $71^{\circ}20'45''$ West a distance of 12.00 feet;

Thence along the arc of a curve to the left having a radius of 322.50 feet, a central angle of $10^{\circ}57'02''$, a distance of 61.64 feet;

Thence South $07^{\circ}42'13''$ West a distance of 45.00 feet;

Thence along the arc of a non-tangent curve to the right having a tangent bearing of South $82^{\circ}17'47''$ East, a radius of 277.50 feet, a central angle of $10^{\circ}57'02''$, a distance of 53.04 feet;

Thence South $71^{\circ}20'45''$ East a distance of 14.15 feet;

Thence along the arc of a curve to the right having a radius of 25.50 feet, a central angle of $84^{\circ}40'20''$, a distance of 37.68 feet;

Thence along the arc of a reverse curve to the left having a radius of 472.50 feet, a central angle of $33^{\circ}10'47''$, a distance of 273.62 feet;

Thence along the arc of a reverse curve to the right having a radius of 177.50 feet, a central angle of $122^{\circ}13'33''$, a distance of 378.65 feet;

Thence along the arc of a reverse curve to the left having a radius of 672.50 feet, a central angle of $36^{\circ}16'17''$, a distance of 425.73 feet;

Thence South $66^{\circ}06'04''$ West a distance of 140.48 feet;

Thence along the arc of a curve to the right having a radius of 527.50 feet, a central angle of $16^{\circ}06'40''$, a distance of 148.33 feet;

Thence North $47^{\circ}18'21''$ West a distance of 67.11 feet;

Thence South $80^{\circ}22'34''$ West a distance of 474.82 feet;

Thence South $04^{\circ}27'19''$ East a distance of 192.36 feet;

Thence North $86^{\circ}49'18''$ West a distance of 252.56 feet;

Thence along the arc of a curve to the left having a radius of 274.50 feet, a central angle of $32^{\circ}24'16''$, a distance of 155.25 feet;

Thence South $68^{\circ}51'58''$ West a distance of 188.80 feet;

Thence South $65^{\circ}50'16''$ West a distance of 353.47 feet;

Thence South $23^{\circ}47'33''$ East a distance of 334.23 feet;

Thence along the arc of a non-tangent curve to the left having a tangent bearing of North $74^{\circ}51'05''$ East, a radius of 302.50 feet, a central angle of $10^{\circ}49'08''$, a distance of 57.12 feet;

Thence South $25^{\circ}58'06''$ East a distance of 45.00 feet;

Thence along the arc of a non-tangent curve to the left having a tangent bearing of North $64^{\circ}01'54''$ East, a radius of 347.50 feet, a central angle of $25^{\circ}23'48''$, a distance of 154.03 feet;

Thence South $42^{\circ}28'35''$ East a distance of 266.97 feet;

Thence South $54^{\circ}46'19''$ West a distance of 214.17 feet;

Thence South $19^{\circ}33'34''$ East a distance of 153.33 feet;

Thence North $71^{\circ}52'48''$ East a distance of 383.67 feet;

Thence along the arc of a non-tangent curve to the left having a tangent bearing of South $31^{\circ}52'25''$ East, a radius of 322.50 feet, a central angle of $13^{\circ}04'56''$, a distance of 73.64 feet;

Thence South $66^{\circ}21'21''$ West a distance of 445.22 feet;

Thence South $33^{\circ}34'49''$ East a distance of 161.94 feet;

Thence South $18^{\circ}09'34''$ East a distance of 157.47 feet;

Thence North $72^{\circ}59'38''$ East a distance of 171.93 feet;

Thence South 85°10'02" East a distance of 339.19 feet;

Thence South 12°59'43" East a distance of 110.39 feet;

Thence along the arc of a non-tangent curve to the right having a tangent bearing of South 70°59'30" West, a radius of 777.50 feet, a central angle of 21°36'58", a distance of 293.33 feet;

Thence along the arc of a reverse curve to the left having a radius of 222.50 feet, a central angle of 99°38'14", a distance of 386.93 feet;

Thence South 66°06'49" West a distance of 300.78 feet;

Thence South 65°09'05" West a distance of 272.90 feet;

Thence South 31°34'52" East a distance of 276.31 feet;

Thence North 89°12'38" East a distance of 1278.35 feet;

Thence North 19°04'56" West a distance of 157.36 feet;

Thence North 60°08'27" West a distance of 504.99 feet;

Thence North 45°41'12" West a distance of 254.66 feet;

Thence South 87°11'10" West a distance of 62.67 feet;

Thence North 48°43'34" West a distance of 71.37 feet;

Thence along the arc of a non-tangent curve to the right having a tangent bearing of North 52°21'40" East, a radius of 177.50 feet, a central angle of 40°14'48", a distance of 124.68 feet;

Thence along the arc of a reverse curve to the left having a radius of 822.50 feet, a central angle of 22°41'53", a distance of 325.84 feet;

Thence South 20°05'25" East a distance of 221.51 feet;

Thence South 89°41'55" East a distance of 242.05 feet;

Thence North 77°37'58" East a distance of 202.15 feet;

Thence North 07°49'37" West a distance of 204.84 feet;

Thence North 28°18'38" East a distance of 131.62 feet;

Thence North 65°35'22" East a distance of 246.75 feet;

Thence North 22°55'09" West a distance of 520.09 feet;

Thence North 77°09'37" East a distance of 39.62 feet;

Thence along the arc of a curve to the left having a radius of 222.50 feet, a central angle of 27°24'31", a distance of 106.44 feet;

Thence South 17°00'43" East a distance of 388.80 feet;

Thence South 77°20'33" East a distance of 227.19 feet;

Thence North 48°03'07" East a distance of 603.96 feet;

Thence North 88°47'11" East a distance of 332.64 feet;
Thence North 03°15'33" East a distance of 152.47 feet;
Thence North 56°21'23" West a distance of 350.44 feet;
Thence South 52°11'03" West a distance of 126.80 feet;
Thence North 89°59'02" West a distance of 139.18 feet;
Thence North 45°36'05" West a distance of 167.23 feet;
Thence North 66°27'30" West a distance of 546.81 feet;
Thence South 75°01'43" West a distance of 698.78 feet;
Thence along the arc of a non-tangent curve to the right having a tangent bearing of South 18°00'42" West, a radius of 210.00 feet, a central angle of 135°28'23", a distance of 496.53 feet;
Thence North 02°48'16" West a distance of 247.01 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM all that certain parcel described as "Parcel 13" on said Record of Survey being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 3;

Thence North 02°17'38" West a distance of 677.88 feet to the POINT OF BEGINNING;
Thence South 85°00'14" West a distance of 534.04 feet;
Thence along the arc of a non-tangent curve to the left having a tangent bearing of North 65°49'46" West, a radius of 222.50 feet, a central angle of 16°27'06", a distance of 63.89 feet;
Thence North 07°43'08" East a distance of 29.40 feet;
Thence North 46°20'38" West a distance of 49.78 feet;
Thence North 68°02'52" West a distance of 618.70 feet;
Thence North 50°16'20" West a distance of 291.77 feet;
Thence North 45°23'56" West a distance of 550.14 feet;
Thence North 28°04'26" West a distance of 97.08 feet;
Thence North 01°10'43" West a distance of 128.24 feet;
Thence North 36°11'32" East a distance of 172.82 feet;
Thence North 67°19'25" East a distance of 626.05 feet;
Thence along the arc of a non-tangent curve to the left having a tangent bearing of South 68°41'59" East, a radius of 272.50 feet, a central angle of 44°47'51", a distance of 213.06 feet;
Thence South 61°11'42" East a distance of 933.74 feet;
Thence North 40°18'09" East a distance of 293.13 feet;

Thence along the arc of a non-tangent curve to the left having a tangent bearing of South 60°24'31" East, a radius of 322.50 feet, a central angle of 20°01'53", a distance of 112.75 feet;

Thence along the arc of a reverse curve to the right having a radius of 277.50 feet, a central angle of 11°44'24", a distance of 56.86 feet;

Thence South 68°42'00" East a distance of 260.74 feet;

Thence South 47°08'37" West a distance of 532.92 feet;

Thence along the arc of a non-tangent curve to the right having a tangent bearing of South 40°40'26" East, a radius of 205.00 feet, a central angle of 137°48'08", a distance of 493.05 feet;

Thence North 73°26'00" West a distance of 773.35 feet;

Thence South 68°03'39" West a distance of 457.83 feet;

Thence South 00°37'40" West a distance of 32.62 feet;

Thence South 61°24'58" East a distance of 620.39 feet;

Thence along the arc of a non-tangent curve to the left having a tangent bearing of South 35°59'42" East, a radius of 223.07 feet, a central angle of 38°53'48", a distance of 151.44 feet;

Thence along the arc of a non-tangent curve to the left having a tangent bearing of South 20°44'56" East, a radius of 50.00 feet, a central angle of 122°54'51", a distance of 107.26 feet;

Thence along the arc of a reverse curve to the right having a radius of 25.50 feet, a central angle of 45°30'42", a distance of 20.26 feet;

Thence North 81°50'55" East a distance of 28.01 feet;

Thence South 67°19'03" East a distance of 188.26 feet;

Thence along the arc of a curve to the right having a radius of 160.00 feet, a central angle of 60°22'49", a distance of 168.61 feet;

Thence South 06°56'14" East a distance of 43.86 feet;

Thence North 64°46'43" East a distance of 434.49 feet;

Thence along the arc of a non-tangent curve to the left having a tangent bearing of South 85°41'44" East, a radius of 437.50 feet, a central angle of 00°34'52", a distance of 4.44 feet;

Thence along the arc of a reverse curve to the right having a radius of 302.50 feet, a central angle of 21°57'01", a distance of 115.89 feet;

Thence South 64°19'35" East a distance of 7.54 feet;

Thence along the arc of a curve to the right having a radius of 25.50 feet, a central angle of 78°50'25", a distance of 35.09 feet;

Thence along the arc of a reverse curve to the left having a radius of 222.50 feet, a central angle of 33°45'55", a distance of 131.12 feet;

Thence along the arc of a reverse curve to the right having a radius of 277.50 feet, a central angle of 48°15'35", a distance of 233.74 feet;

Thence South 29°00'30" West a distance of 67.42 feet;

Thence North 47°39'18" West a distance of 101.73 feet to the POINT OF BEGINNING.

Containing 229.00 acres net, more or less.

Parcel 18 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Clear Creek Ranch, L.L.C., filed in the office of the County Recorder of Douglas County, State of Nevada on June 27, 2008, in Book 608, Page 7354, as File No. 725936 of Official Records, situate in Sections 4, 9 and 10, Township 14 North, Range 19 East, Mount Diablo Meridian, Douglas County, Nevada and being more particularly described as follows:

BEGINNING at the North Quarter corner of said Section 9;

Thence along the South line of the Southwest Quarter of said Section 4, South 88°59'58" West a distance of 1763.32 feet;

Thence departing said South line, North 01°00'02" West a distance of 500.52 feet;

Thence North 61°22'11" East a distance of 255.88 feet;

Thence North 85°17'33" East a distance of 352.35 feet;

Thence North 29°04'35" East a distance of 257.50 feet;

Thence North 15°59'13" East a distance of 1018.32 feet;

Thence North 83°57'07" East a distance of 132.37 feet;

Thence North 43°34'46" East a distance of 75.90 feet;

Thence North 06°09'45" East a distance of 314.73 feet;

Thence North 39°21'07" East a distance of 317.38 feet;

Thence South 72°20'47" East a distance of 262.36 feet;

Thence South 39°46'59" East a distance of 347.54 feet;

Thence South 05°17'16" West a distance of 608.59 feet;

Thence South 87°41'38" East a distance of 159.24 feet;

Thence South 26°48'06" East a distance of 222.07 feet;

Thence South 48°57'17" East a distance of 205.33 feet;

Thence South 61°44'44" East a distance of 283.36 feet;

Thence along the arc of a non-tangent curve to the right having a tangent bearing of South 45°27'14" West, a radius of 187.50 feet, a central angle of 07°10'40", a distance of 23.49 feet;

Thence along the arc of a reverse curve to the left having a radius of 672.50 feet, a central angle of $13^{\circ}08'44''$, a distance of 154.29 feet;

Thence South $50^{\circ}30'50''$ East a distance of 45.00 feet;

Thence along the arc of a non-tangent curve to the left having a tangent bearing of South $39^{\circ}29'10''$ West, a radius of 627.50 feet, a central angle of $07^{\circ}42'42''$, a distance of 84.46 feet

Thence along the arc of a reverse curve to the left having a radius of 1622.50 feet, a central angle of $00^{\circ}39'51''$, a distance of 18.81 feet;

Thence South $67^{\circ}27'15''$ East a distance of 221.90 feet;

Thence North $58^{\circ}54'05''$ East a distance of 108.17 feet;

Thence South $31^{\circ}51'37''$ East a distance of 279.81 feet;

Thence South $64^{\circ}46'58''$ West a distance of 636.80 feet;

Thence South $29^{\circ}30'12''$ West a distance of 207.42 feet;

Thence South $25^{\circ}32'10''$ West a distance of 68.64 feet;

Thence South $25^{\circ}36'13''$ East a distance of 116.47 feet;

Thence South $32^{\circ}34'32''$ East a distance of 114.56 feet;

Thence North $54^{\circ}11'24''$ East a distance of 346.67 feet;

Thence North $50^{\circ}41'00''$ East a distance of 357.90 feet;

Thence South $21^{\circ}00'53''$ East a distance of 25.90 feet;

Thence along the arc of a curve to the left having a radius of 80.00 feet, a central angle of $68^{\circ}59'07''$, a distance of 96.32 feet;

Thence South $90^{\circ}00'00''$ East a distance of 28.33 feet;

Thence along the arc of a curve to the right having a radius of 60.00 feet, a central angle of $107^{\circ}26'33''$, a distance of 112.51 feet;

Thence South $17^{\circ}26'33''$ West a distance of 23.22 feet;

Thence along the arc of a curve to the left having a radius of 40.00 feet, a central angle of $74^{\circ}00'00''$, a distance of 51.66 feet;

Thence South $56^{\circ}33'27''$ East a distance of 29.30 feet;

Thence South $03^{\circ}00'37''$ East a distance of 2.63 feet;

Thence along the arc of a curve to the left having a radius of 80.00 feet, a central angle of $96^{\circ}00'50''$, a distance of 134.06 feet;

Thence North $80^{\circ}58'33''$ East a distance of 25.01 feet;

Thence South $30^{\circ}11'41''$ East a distance of 89.77 feet;

Thence South $35^{\circ}15'29''$ West a distance of 100.57 feet;

Thence South $30^{\circ}58'50''$ West a distance of 200.22 feet;

Thence North $58^{\circ}39'12''$ West a distance of 601.85 feet;

Thence South $53^{\circ}16'52''$ West a distance of 249.86 feet;

Thence South $44^{\circ}07'51''$ East a distance of 451.25 feet;

Thence South $47^{\circ}17'26''$ East a distance of 598.02 feet;

Thence South $04^{\circ}56'54''$ East a distance of 223.97 feet;

Thence South $15^{\circ}02'27''$ East a distance of 331.55 feet;

Thence along the arc of a non-tangent curve to the left having a tangent bearing of North $88^{\circ}31'41''$ East, a radius of 402.50 feet, a central angle of $17^{\circ}51'58''$, a distance of 125.51 feet;

Thence along the arc of a reverse curve to the right having a radius of 872.50 feet, a central angle of $09^{\circ}56'46''$, a distance of 151.46 feet;

Thence North $33^{\circ}54'49''$ East a distance of 200.32 feet;

Thence along the arc of a curve to the left having a radius of 250.00 feet, a central angle of $45^{\circ}32'37''$, a distance of 198.72 feet;

Thence North $11^{\circ}37'48''$ West a distance of 370.70 feet;

Thence North $17^{\circ}56'11''$ West a distance of 240.68 feet;

Thence North $51^{\circ}44'09''$ East a distance of 89.47 feet;

Thence South $46^{\circ}59'26''$ East a distance of 666.05 feet;

Thence South $70^{\circ}20'38''$ East a distance of 472.32 feet;

Thence along the arc of a non-tangent curve to the left having a tangent bearing of South $71^{\circ}01'42''$ East, a radius of 190.24 feet, a central angle of $132^{\circ}21'15''$, a distance of 439.46 feet;

Thence along the arc of a non-tangent reverse curve to the right having a tangent bearing of North $21^{\circ}23'31''$ West, a radius of 350.00 feet, a central angle of $00^{\circ}54'03''$, a distance of 5.50 feet;

Thence North $20^{\circ}29'28''$ West a distance of 199.68 feet;

Thence North $60^{\circ}37'57''$ West a distance of 63.14 feet;

Thence North $79^{\circ}30'35''$ West a distance of 80.02 feet;

Thence South $67^{\circ}49'41''$ West a distance of 100.01 feet;

Thence North $86^{\circ}07'21''$ West a distance of 77.83 feet;

Thence North $62^{\circ}40'45''$ West a distance of 825.79 feet;

Thence North $27^{\circ}29'02''$ East a distance of 38.46 feet;

Thence South 78°38'33" East a distance of 589.01 feet;
Thence North 55°47'42" East a distance of 82.54 feet;
Thence South 82°59'40" East a distance of 591.92 feet;
Thence South 59°36'49" West a distance of 291.94 feet,
Thence South 23°01'02" East a distance of 65.53 feet;
Thence South 51°38'14" East a distance of 48.93 feet;
Thence South 20°29'28" East a distance of 206.77 feet;
Thence North 65°50'16" East a distance of 367.11 feet;
Thence South 23°47'33" East a distance of 334.23 feet;
Thence along the arc of a non-tangent curve to the left having a tangent bearing of North 74°51'05" East, a radius of 302.50 feet, a central angle of 10°49'08", a distance of 57.12 feet;
Thence South 25°58'06" East a distance of 45.00 feet;
Thence along the arc of a non-tangent curve to the left having a tangent bearing of North 64°01'54" East, a radius of 347.50 feet, a central angle of 25°23'48", a distance of 154.03 feet;
Thence South 42°28'35" East a distance of 266.97 feet;
Thence South 54°46'19" West a distance of 214.17 feet;
Thence South 46°13'22" West a distance of 165.58 feet;
Thence South 21°07'41" West a distance of 236.11 feet;
Thence South 02°25'17" East a distance of 369.11 feet;
Thence South 35°14'49" East a distance of 192.44 feet;
Thence South 00°57'54" East a distance of 183.86 feet;
Thence South 65°09'05" West a distance of 272.90 feet;
Thence North 31°34'52" West a distance of 257.65 feet;
Thence South 73°42'36" West a distance of 150.46 feet;
Thence South 05°30'33" East a distance of 213.63 feet;
Thence South 41°21'31" West a distance of 277.29 feet;
Thence South 89°12'38" West a distance of 120.46 feet;
Thence South 88°27'48" West a distance of 253.72 feet;
Thence North 00°19'56" West a distance of 218.89 feet;
Thence North 44°59'13" West a distance of 122.09 feet;
Thence South 68°12'46" West a distance of 223.25 feet;

Thence North 18°35'42" West a distance of 355.78 feet;
Thence North 48°10'38" East a distance of 250.56 feet;
Thence North 33°02'41" West a distance of 97.44 feet;
Thence North 03°16'11" West a distance of 102.76 feet;
Thence North 36°06'05" West a distance of 182.48 feet;
Thence along the arc of a non-tangent curve to the left having a tangent bearing of South 80°23'29" West, a radius of 827.50 feet, a central angle of 09°43'46", a distance of 140.52 feet;
Thence along the arc of a reverse curve to the right having a radius of 447.50 feet, a central angle of 03°43'19", a distance of 29.07 feet;
Thence South 00°00'44" West a distance of 360.19 feet;
Thence South 84°16'51" West a distance of 200.65 feet;
Thence North 39°52'47" West a distance of 240.95 feet;
Thence North 04°06'30" East a distance of 235.44 feet;
Thence along the arc of a non-tangent curve to the right having a tangent bearing of North 61°00'31" West, a radius of 447.50 feet, a central angle of 19°33'06", a distance of 152.71 feet;
Thence South 04°06'30" West a distance of 309.64 feet;
Thence South 41°44'56" West a distance of 122.39 feet;
Thence South 07°09'01" East a distance of 99.58 feet;
Thence South 49°01'05" East a distance of 112.90 feet;
Thence South 65°01'01" East a distance of 350.51 feet;
Thence South 29°44'43" West a distance of 273.84 feet;
Thence South 75°04'27" East a distance of 272.32 feet;
Thence South 01°58'29" East a distance of 164.85 feet;
Thence South 88°27'48" West a distance of 754.75 feet;
Thence North 58°25'55" West a distance of 358.95 feet;
Thence North 26°26'09" West a distance of 102.30 feet;
Thence North 37°47'17" West a distance of 279.89 feet;
Thence South 89°53'12" West a distance of 129.49 feet to a point on the West line of the Northeast Quarter of said Section 9;
Thence along said West line, North 00°06'48" West a distance of 2120.31 feet to the POINT OF BEGINNING.

Containing 210.87 acres, more or less.

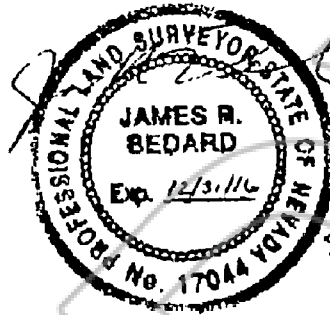
BASIS OF BEARINGS: Identical to that of Record of Survey/Boundary Line Adjustment Map Document No. 725936 recorded June 27, 2008, official records of Douglas County, Nevada.

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.

James R. Bedard
Nevada PLS 17044
For and on behalf of

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



**EXHIBIT C
LEGAL DESCRIPTION OF EASEMENT AREA**

A portion of Lot 6 as shown on that Final Map of Clear Creek Tahoe - Phase 1A & 1B, recorded November 18, 2016 as File No. 2016-890939 in the official records of Douglas County, Nevada, being a 20-foot wide strip of land, 10.00 feet on each side of the following described center line.

BEGINNING at a point on the northerly line of said Lot 6, from which the Northwest Corner of Section 10, Township 14 North, Range 19 East, Mount Diablo Base and Meridian bears North 78°19'08" West, 2,754.00 feet distant, said point being the point of curve of a non-tangent curve to the right, from which the radius point bears North 86°15'14" West, a radial distance of 151.67 feet;

THENCE southerly along the arc of said curve, through a central angle of 55°13'44", an arc distance of 146.19 feet to a point on the northerly line of a Private Slope, Grading, Drainage, and Storm Drain Easement shown on said Final Map, the **POINT OF TERMINUS**.

The side lines and end lines being shortened or extended to terminate at the boundaries of said Lot 6 and said Private Slope, Grading, Drainage, and Storm Drain Easement.

Containing 2,924 square feet, more or less.

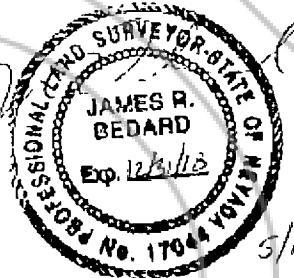
BASIS OF BEARINGS: Identical to that of Record of Survey/Boundary Line Adjustment Map Document No. 725936 recorded June 27, 2008, official records of Douglas County, Nevada

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.

James R. Bedard
Nevada PLS 17044
For and on behalf of

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



**EXHIBIT D
DEPICTION OF THE EASEMENT AREA**

