



DOUGLAS COUNTY, NV **2018-915827**
 Rec:\$35.00
 \$35.00 Pgs=25 **06/21/2018 10:30 AM**
 SOUTHWEST GAS CORPORATION
 KAREN ELLISON, RECORDER

CR-131922 & 23, LW
 Interest: 15307
 Projects: 6120, 6021, & 6022
 Contract: 4749
 Douglas County
 Carson River

Recording Requested by and Return To:
 DIVISION OF STATE LANDS
 901 S. STEWART STREET, SUITE 5003
 CARSON CITY, NV 89701-5246

NON-EXCLUSIVE EASEMENT
PAIUTE PIPELINE COMPANY
CARSON RIVER CROSSING, MULLER LANE

This Non-Exclusive Easement is made and entered into this 6th day of June, 2018 by and between the STATE OF NEVADA, acting through the NEVADA DIVISION OF STATE LANDS, hereinafter referred to as GRANTOR, and PAIUTE PIPELINE COMPANY, a Nevada Corporation and wholly-owned subsidiary of Southwest Gas Corporation, hereinafter referred to as GRANTEE:

WHEREAS, Attorney General’s Opinion #204 dated April 20, 1976, concluded that “The State of Nevada owns the bed and shores of Lake Tahoe and other navigable bodies of water within Nevada to the present ordinary permanent high water mark.” Through formal court proceedings the Carson River and has been determined to be a navigable body of water within Nevada; and

WHEREAS, GRANTEE has ONE (1) EIGHT (8) inch and ONE (1) TWELVE (12) inch natural gas steel pipelines and appurtenances (“Pipeline Facilities) installed, which crosses the

DUPLICATE ORIGINAL

Carson River at the East Brockliss Slough, West Brockliss Slough, and at the Home Slough on Muller Lane in Douglas County; and

WHEREAS, GRANTEE, has made application to and wishes to obtain from the GRANTOR an easement for the purpose of maintaining, repairing, and operating the above existing Pipelines Facilities; and

WHEREAS, NRS 322.050 and 322.060 gives the Administrator of the Division of State Lands the authority to grant easements over or upon any land owned by the State of Nevada;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, GRANTOR does hereby grant to GRANTEE a Non-Exclusive Easement for the purposes stated above, hereinafter referred to as “the Project,” across and under the following described property, together with the right to enter upon the property to construct, reconstruct, inspect, maintain, and repair structures and to remove bushes, undergrowth or other obstructions interfering with the location, construction and maintenance, in whole or in part, at will across and under a portion of that certain property situate in Sections 23 & 24, Township 13N, Range 19E, as shown on **EXHIBIT A1, B1, & C1** attached hereto and by reference made a part hereof. The location of the Project is described in the legal description attached hereto as **EXHIBIT A2, B2, & C2** along with site plans attached hereto as **EXHIBIT C1, C2, & C3** and by reference made a part hereof.

IN FURTHER CONSIDERATION for the granting of this Non-Exclusive Easement, GRANTEE, its successors and assigns and/or its agents(s) and contractor(s), understands and agrees to the following specific conditions:

1. **PURPOSE:** The property described herein may be used by GRANTEE solely for the Project. The Project shall be executed in accordance with the Paiute Pipeline Muller Lane Site Plans, dated March 6, 2018, incorporated herein and by reference made a part hereof.

2. **JURISDICTION OF STATE:** The Non-Exclusive Easement for the Project extends only to the areas described in **EXHIBITS A1, A2, & A3, B1, B2, & B3, and C1, C2, & C3** and shall not be construed to authorize access across private lands. If GRANTEE needs to utilize other portions of the property not granted to it through this Non-Exclusive Easement, a permit, license, easement or other authorization to do so is required.

3. **CARSON RIVER BOUNDARY:** The parties acknowledge that in some places the Carson River may have been moved from its original channel by previous projects of the Army Corps of Engineers. For purposes of this Non-Exclusive Easement, no attempt has been made to determine whether the sections of the channel included in the Project are in their original location. Artificial changes to a river's boundary are generally viewed as avulsive in nature by many courts, including the Nevada Supreme Court. Thus, it is possible that the State's title to the bed and banks of the Carson River did not move with the river during the Army Corps of Engineer's channelization project, thus, the current ordinary high water mark of the Carson River in the Non-Exclusive Easement area may not coincide with the true ordinary high water mark owned by the State. In other words, the State may not have title to all of the bed and banks of the precise area subject to this Non-Exclusive Easement. GRANTEE expressly releases any and all claims, known or unknown, against GRANTOR and State of Nevada arising from any dispute regarding the title to the bed and banks of the area subject to this Non-Exclusive Easement. The parties understand and agree that, if this Project alters any portion of the channel by filling,

thereby causing that portion of state land to have a higher elevation than the present ordinary and permanent high water mark, this does not modify State ownership of the bed and banks of the Carson River as it was previous to this Project.

4. **CONSIDERATION:** For and in consideration of the Project, GRANTEE, its successors and assigns, hereby agree to pay an annual use fee in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) under Contract 4749 per year to GRANTOR for the Project [NRS 321.003(2),322.060(2)]. Said fees are to be paid in advance commencing on the execution date of this Non-Exclusive Easement and on or before April 15th every year thereafter for the entire duration of said Non-Exclusive Easement. This is payable to the STATE OF NEVADA, DIVISION OF STATE LANDS, and is to be mailed to:

**DIVISION OF STATE LANDS
901 S. STEWART ST., SUITE 5003
CARSON CITY, NV 89701**

GRANTOR reserves the right to reevaluate, reassess and adjust the Non-Exclusive Easement fee for the Project every FIVE (5) years. Should GRANTEE dispute a proposed fee increase, the dispute may be resolved by an appraisal of the fair market value of the Non-Exclusive Easement and other actions as required by law. The parties may by mutual agreement select an independent licensed appraiser to determine the fair market value. GRANTEE shall pay for the appraisal and any associated costs.

LATE PAYMENT FEE: The annual use fee shall be paid in advance to GRANTOR and shall be due on or before the due date provided herein. Any payment made after this due date shall be subject to a late payment fee in the amount of TWENTY FIVE AND NO/100 DOLLARS

(\$25.00). If fees, including late fees, become more than SIXTY (60) days in arrears, the Non-Exclusive Easement may be terminated by GRANTOR.

5. **PERMITS:** This Non-Exclusive Easement is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.

6. **INDEMNIFICATION:** To the extent consistent with Nevada Revised Statutes Section 41.031, GRANTEE, its successors and assigns, and/or agent(s) or contractor(s) as Indemnitors agrees to indemnify, defend and hold harmless the State of Nevada and its agents from and against any and all liability for personal injuries, claims, actions, damages, expenses, or for loss of life or property resulting from, or in any way connected with the conditions created by or use by GRANTEE of the premises covered herein, including any hazard, deficiency, defect, or other matter, known or unknown, or connected with the installation and maintenance of the Project, but excluding any hazard, deficiency; defect, or other matter, known or unknown, existing prior to Grantee's occupancy; or caused by any third party not under Grantee's direction or control. This indemnification does not exclude the State of Nevada's right to participate in its defense at its own expense of a matter subject to this indemnification.

7. **LIMITED LIABILITY:** GRANTOR will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41.

Nothing in Sections 6 or 7 shall preclude GRANTEE from seeking contribution from such parties as are jointly responsible for any claims, injury, losses, damages, expenses, costs,

fees, or actions, all to the extent and in proportion to the respective liability of the parties, as determined by a court of competent jurisdiction or by settlement.

8. INSURANCE; CONTRACTORS AND SUB-CONTRACTORS: This provision is applicable to all Non-Governmental Entities engaged to work on the premises granted by this Non-Exclusive Easement and does not apply to any GRANTEE considered a Public Entity. GRANTEE agrees to carry and to require their contractors and sub-contractors to carry their own General Liability Insurance Policy issued by an insurance company authorized to do business in the State of Nevada and which is currently rated by A. M. Best as A-VII or better. The insurance policy is to be kept in full force and effect during the term of this Non-Exclusive Easement. Such insurance policy shall be at the minimum, in the amount of \$1,000,000 per occurrence for bodily injury and property damage and shall via an endorsement, name the *State of Nevada, its officers, employees and agents as additional insureds* for all liability arising from the use of state land. Each liability insurance policy shall also provide for a waiver of subrogation as to all additional insured's. GRANTEE agrees to provide and to require their contractors and sub-contractors to provide to the State of Nevada the Accord 25 Certificate of Insurance as proof of the insurance and an Additional Insured Endorsement, signed by an authorized insurance company representative, to evidence the endorsement of the State as additional insured. **The Certificate of Insurance and Additional Insured Endorsement shall be provided by each contractor and sub-contractor prior to their entry upon state property and be sent to:**

**Lucy Wong, Land Agent II
Nevada Division of State Lands
901 S. Stewart Street, Suite 5003**

Carson City, Nevada 89701

Notwithstanding anything to the contrary herein, GRANTEE shall have the right to self-insure as to the coverages required herein; provided that GRANTEE provides a self-insurance letter confirming each of the required coverages up to the stated amounts.

9. PLANS AND PHOTOGRAPHS: The Project and related activities must be completed in accordance with the approved application and plans on file in the office of the Division of State Lands. The Division of State Lands must be notified if any alterations to the approved plans which would substantially affect the land are made or proposed prior to commencement of or during any work on the Project and related activities. The Division of State Lands reserves the right to prohibit said alterations.

10. INSPECTION: GRANTOR retains the right to inspect the Project at any time. Except in exigent circumstances and for routine maintenance and inspection not requiring excavation, GRANTEE agrees to notify GRANTOR at least **TWO (2)** business days prior to the commencement and termination of any activities on the property to allow interested agencies the opportunity to inspect the Project.

11. EXISTING EASEMENTS: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to require contractors to use caution when constructing and placing the Project and supporting equipment because of the possibility of additional utility laterals not known, and to be responsible for damage caused by GRANTEE or its contractors and agents to any other utilities located upon state land. The legally required offsets from any existing gas, electric, water and/or communication lines shall be maintained at all times.

12. HISTORIC DISCOVERIES: If prehistoric or historic remains or artifacts are discovered during any work performed within the easement area, work will be temporarily halted and the State Historic Preservation Office at (775) 684-3448 as well as the Division of State Lands at (775) 684-2720 shall be notified. GRANTEE will heed to the responsibilities required under Section 106 of the National Historic Preservation Act of 1966, as amended.

13. DAMAGE TO STATE LAND: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to pay for and be responsible for all direct damages to the real property, improvements, and personal property of GRANTOR caused by GRANTEE during any construction, re-location, installation, use, operation, inspection, future maintenance, repairs, reconstruction and removal of the Project, and further agrees to return the land to its pre-project condition upon completion of the work.

14. MAINTENANCE: GRANTEE, its successors and assigns, shall be responsible for all maintenance of the Project owned by GRANTEE and within the Non-Exclusive Easement and understands and agrees that the Project must be maintained in good repair at all times.

15. ENVIRONMENTAL CONDITIONS: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to conduct the Project within the Nevada Division of Environmental Protection's Best Management Practices guidelines. GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees that at no time shall any chemical products, petrochemicals, excavated materials, silt, floating debris or foreign debris of any kind be discharged, deposited or allowed to enter into any storm drain or any river channel. GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees that any tractor, drill rig, backhoe, or other equipment

utilized on upland banks adjacent to the Project will be washed and free of any oils, toxins, fuel, and any other foreign substance that could pollute the Carson River and harm its ecosystem. If any component of the Project fails, creates a hazard or causes upstream or downstream impacts, the GRANTEE agrees to repair or mitigate any damage.

16. WARRANTIES: GRANTOR makes no warranty as to the condition of or the adequacy of the property for the proposed uses of GRANTEE.

17. NOTICES: All notices under this Non-Exclusive Easement shall be in writing and delivered in person or sent by certified mail, return receipt requested, to GRANTOR and to GRANTEE at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

GRANTOR'S ADDRESS:

Division of State Lands
901 S. Stewart St., Ste. 5003
Carson City, Nevada 89701

GRANTEE'S ADDRESS:

Paiute Pipeline Company
PO Box 1190
Carson City, NV 89702-1190

18. FURTHER AUTHORIZATIONS: Further authorization from the Division of State Lands is required prior to commencement of any future work or activities at locations other than that described in **EXHIBITS A1, A2, & A3, B1, B2, & B3, and C1, C2, & C3.**

19. TERMINATION: Either party shall have the right to terminate this Non-Exclusive Easement in whole or in part any time during the term hereof, provided, however, that either party shall give NINETY (90) day written notice of election to terminate. Upon termination, the land will be returned to as near as its original condition as possible. GRANTEE, its successors and assigns, understands and agrees that at the termination of this Non-Exclusive Easement the Project will be removed by GRANTEE, if so requested by GRANTOR, and the land restored to

reasonably the same as its pre-project condition. Any and all right or interest in state land must be quitclaimed by instrument to the GRANTOR within a reasonable time, without claim or demand of any kind from GRANTOR. Except as might otherwise be provided for, any expenses for removal of the Project and for the restoration of the land will be borne by GRANTEE, its successors and assigns and at no expense or cost to the GRANTOR.

20. TERM AND DISCONTINUATION: This Non-Exclusive Easement shall continue so long as the same may be necessary and required for the purposes for which it was granted unless terminated sooner by another provision. If at any time the GRANTEE should discontinue said use for a period of ONE (1) year this Non-Exclusive Easement shall thereupon terminate and all right and interest in state land therein shall revert to GRANTOR, its successors and assigns.

21. COMPLIANCE TO CONDITIONS: Failure to concur with or comply with any of the conditions contained herein will cause this Non-Exclusive Easement to become invalid and shall require the removal of the Project and appurtenances. All rights and interest in the Non-Exclusive Easement shall revert to GRANTOR. GRANTEE agrees to provide a copy of this Non-Exclusive Easement to its contractors prior to entering and beginning any work on the property described herein.

22. WAIVER: The failure of GRANTOR or GRANTEE to insist upon strict performance of any of the covenants and agreements to this Non-Exclusive Easement or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.

23. SURVIVAL: This Non-Exclusive Easement, and all of the terms hereof, shall inure to the benefit of, and be binding upon, the heirs, assigns and successors of the parties hereto, and the rights and obligations of the GRANTEE are, and shall continue to be, joint and several.

24. ENTIRE AGREEMENT: This Non-Exclusive Easement and conditions incorporated herein contain all of the agreements between the parties with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party is a part hereof. No provisions of the Non-Exclusive Easement may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties. When executed by GRANTOR and GRANTEE, this Non-Exclusive Easement shall be binding upon GRANTOR and GRANTEE, their successors and assigns.

25. AMENDMENT OR MODIFICATION: This Non-Exclusive Easement may be amended or modified at anytime with the mutual consent of the parties hereto, which amendment or modification must be in writing, executed and dated by the parties hereto.

26. SEVERABILITY: If any term or provision of this Non-Exclusive Easement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Non-Exclusive Easement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of this Non-Exclusive Easement shall be valid and shall be enforced to the fullest extent permitted by law.

27. GOVERNING LAW: This Non-Exclusive Easement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

28. **VENUE:** Any lawsuit brought to resolve a dispute arising from this Non-Exclusive Easement must be brought either in the location of the Project or in Carson City, Nevada.

29. **ASSIGNMENT OF EASEMENT:** Except to a successor of GRANTEE approved by the Federal Energy Regulatory Commission and the Nevada Public Utilities Commission, this easement may not be assigned or transferred without prior written approval of GRANTOR. Such approval will not be unreasonably withheld.

30. **RECORDING:** This Non-Exclusive Easement may be recorded in the official real estate records of the county in which the property is located. GRANTEE shall be responsible for all recording fees.

All covenants and agreements herein contained shall extend to and be a binding contract upon the successors and assigns as the case may be of the respective parties. Authorization given by the Division of State Lands does not obviate the necessity of obtaining other local, regional, or federal assent to the work authorized.

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IN WITNESS WHEREOF, the parties hereto have executed this Non-Exclusive Easement as of the day and year first above written.

GRANTOR:

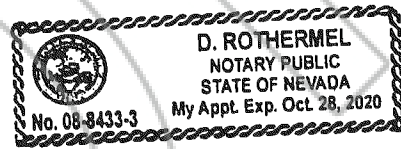
**STATE OF NEVADA
Division of State Lands**

By: Charles Donohue
CHARLES DONOHUE
Administrator and State Land Registrar

STATE OF NEVADA)
 :SS.
CARSON CITY)

On June 6, 2018, personally appeared before me, a notary public CHARLES DONOHUE, Administrator and State Land Registrar, Division of State Lands, who acknowledged that he executed the above document.

D. Rothermel
NOTARY PUBLIC



APPROVED as to Form:

**ADAM PAUL LAXALT
Attorney General**

By: Lori M. Story
LORI M. STORY
Senior Deputy Attorney General

Date: May 21, 2018

DUPLICATE ORIGINAL

GRANTEE:

PAIUTE PIPELINE COMPANY

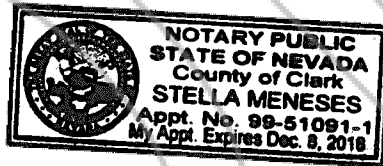
A Nevada Corporation

By: Mark Litwin
MARK LITWIN
Vice President

STATE OF NEVADA)
 ss.
COUNTY OF Clark)

On, May 31 2018, personally appeared before me, a notary public, Mark Litwin, who acknowledged that (s)he executed the above document.

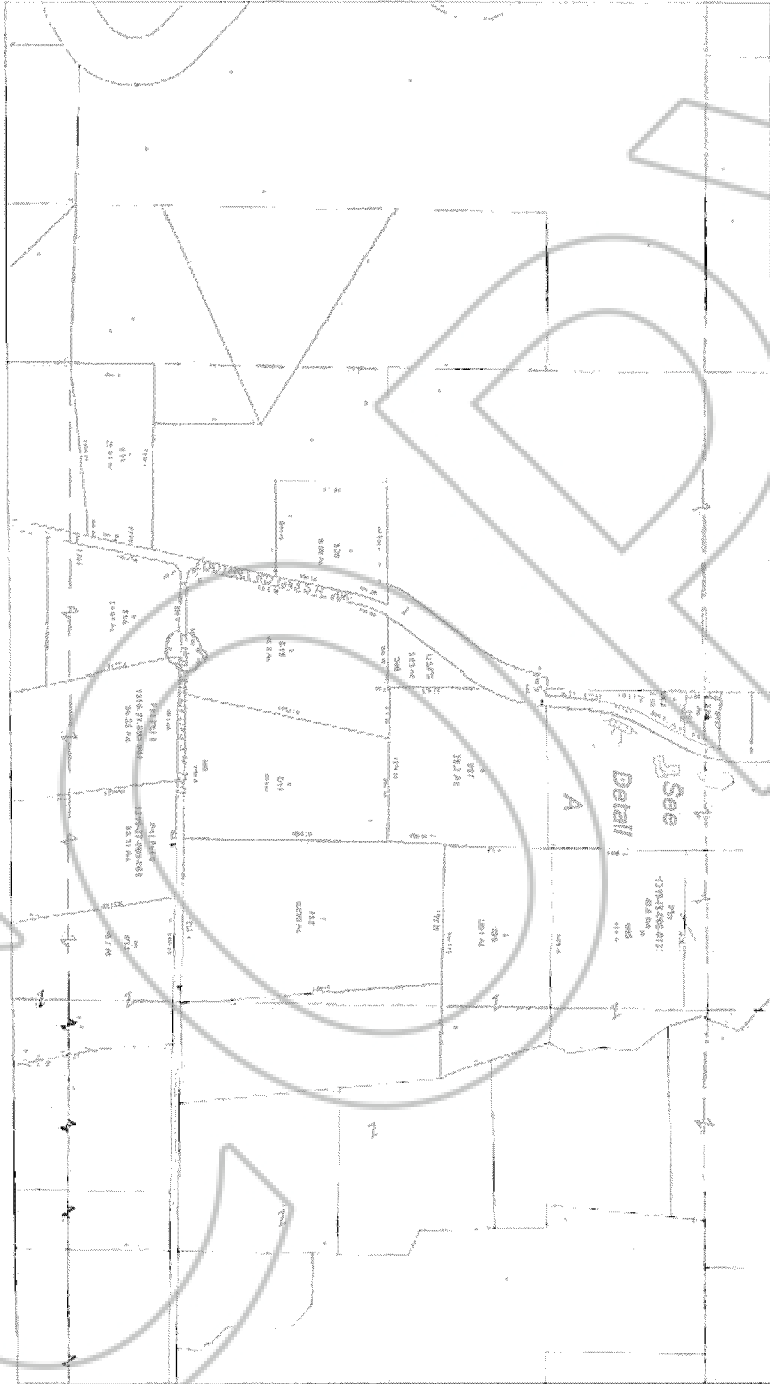
Stella Meneses
NOTARY PUBLIC



DUPLICATE ORIGINAL

EXHIBIT A1: ASSESSOR PARCEL'S MAP MULLER LANE AT WEST BROCKLISS SLOUGH

NOTE: This map is prepared for the use of the Douglas County Assessor, for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.



DOUGLAS COUNTY

Map Legend

Section Boundary	110	Parcel Number
Assessor's Boundary	110	Parcel Boundary Number
Boundary - See Assessor's Documents	110	Parcel Address
Town Boundary	110	Parcel Block Number
County Boundary	110	Parcel to Number
Open Space/Conservation Easement	110	Parcel Address

T13N R19E

SEC. 22

1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32

ALL SECS.

1319-22-000

SCALE: 1" = 500'

REVISED 11/27/2012

DUPLICATE ORIGINAL

EXHIBIT A2:
LEGAL DESCRIPTION

MULLER LANE AT WEST BROCKLISS SLOUGH

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

A strip of land located within a portion of Section 22, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing from a found 1/2" rebar at the northeast corner of Parcel 6 of the Map of Division into Large Parcels LDM #2002 for Teig Family LTD. Partnership and Pamela Lyn Niehoff filed for record August 8, 1996 in the office of Recorder, Douglas County, Nevada, as Document No. 393888;

thence South 00°09'47" West, 1,696.26 feet to a point on the north right of way line of Muller Lane;

thence North 89°15'00" West, 1,444.61 feet along said right of way line to the POINT OF BEGINNING;

thence South 35°08'55" West, 10.13 feet;

thence South 12°47'44" West, 6.17 feet;

thence South 00°45'00" West, 12.61 feet;

thence North 89°15'00" West, 40.50 feet;

thence North 00°45'00" East, 13.47 feet;

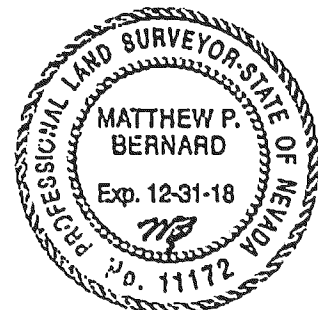
thence North 26°22'40" West, 9.17 feet;

thence North 14°47'02" West, 5.58 feet;

thence South 89°15'00" East, 53.19 feet to the POINT OF BEGINNING containing 1,176 square feet, more or less.

The Basis of Bearing for this description is North 82°11'54" East per found monuments as shown on the Map of Division into Large Parcels LDM #2002 for Teig Family LTD. Partnership and Pamela Lyn Niehoff filed for record August 8, 1996 in the office of Recorder, Douglas County, Nevada, as Document No. 393888.

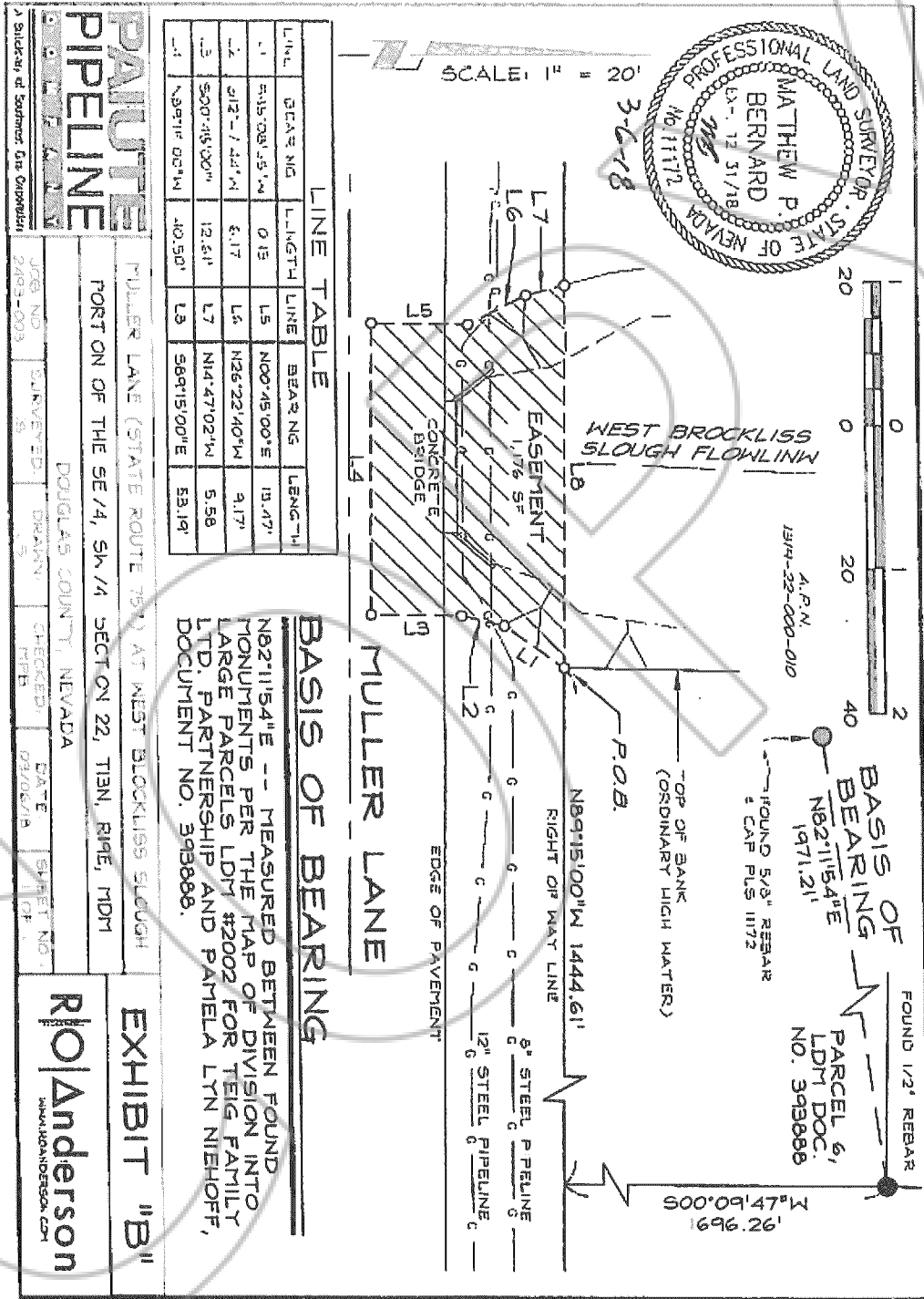
Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423



3-6-18

DUPLICATE ORIGINAL

**EXHIBIT A3:
SITE MAP
MULLER LANE AT WEST BROCKLISS SLOUGH**



LINE	BEAR NG	LENGTH	BEAR NG	LENGTH
L1	S15°08'45"W	0.15	N00°45'00"E	19.47'
L2	S12°- / 44"W	8.17	N36°22'40"W	9.17'
L3	S00°48'00"W	12.81	N14°47'02"W	5.58
L4	N89°11'00"W	10.50'	S89°15'00"E	53.19'

BASIS OF BEARING

NB2°11'54"E -- MEASURED BETWEEN FOUND MONUMENTS PER THE MAP OF DIVISION INTO LARGE PARCELS LDM #2002 FOR TEIG FAMILY LTD. PARTNERSHIP AND PAMELA LYN NIEHOFF, DOCUMENT NO. 393888.

PAIUTE PIPELINE

MULLER LANE (STATE ROUTE 75) AT WEST BROCKLISS SLOUGH

PORTION OF THE SE/4, SW/4 SECTION 22, T19N, R19E, MDM

DOUGLAS COUNTY, NEVADA

DATE: 09/10/18

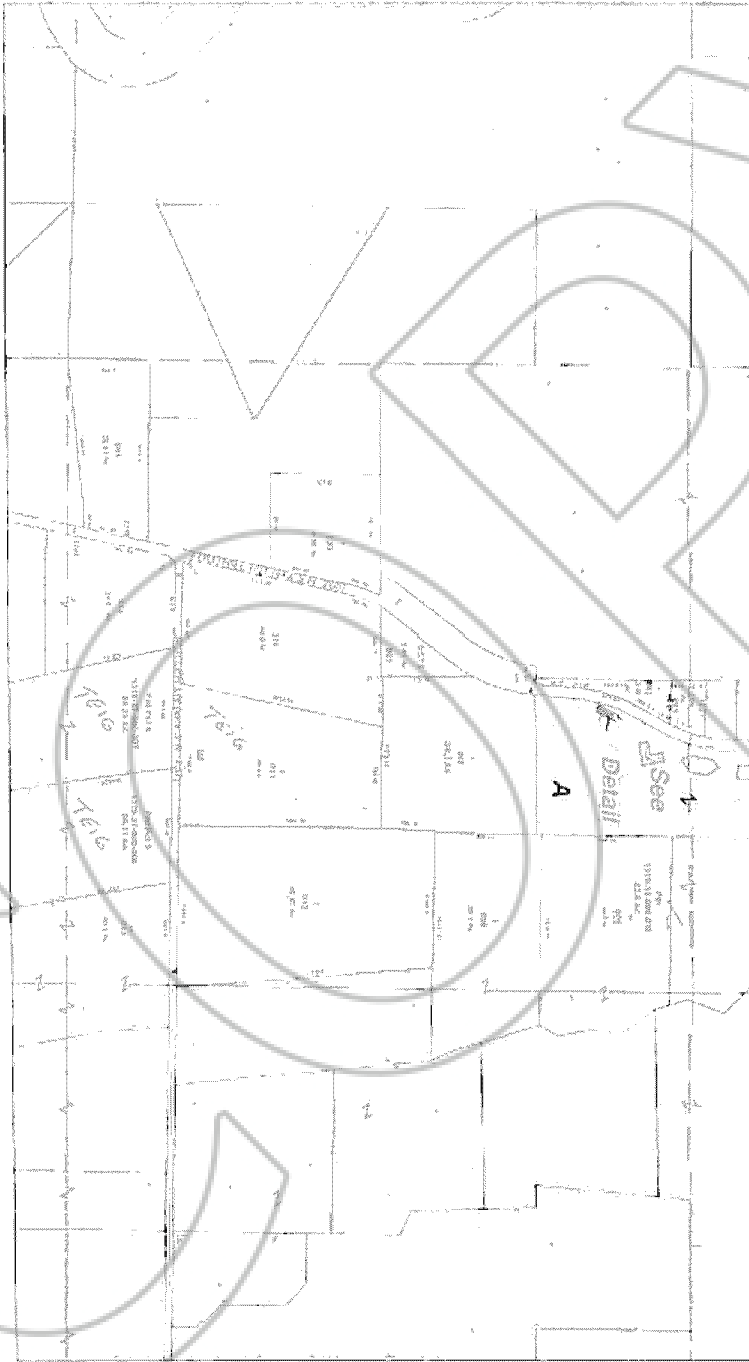
EXHIBIT "B"

RJO Anderson
LAND SURVEYORS

DUPLICATE ORIGINAL

EXHIBIT B1: ASSESSOR PARCEL MAP MULLER LANE AT EAST BROCKLISS SLOUGH

NOTE: This map is provided for the use of the Douglas County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated thereon.



DODOLAS COUNTY, NEVADA

Map Legend

Parcel Boundary	Parcel Subsector Number	Parcel Section
Exposures - See Recorded Documents	Parcel Agency	Parcel Block Number
Parcel Boundary	Parcel 1 or 2	Parcel 3 or 4
Tract/Block/Range/Section	Parcel 1 or 2	Parcel 3 or 4
City/County/Range/Section	Parcel 1 or 2	Parcel 3 or 4

T13N R19E

SEC. 22		ALL SEC.	
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32

1316-22-000

SCALE 1" = 200'
REVISED BY
RECORD: 11921012

DUPLICATE

EXHIBIT B2:
LEGAL DESCRIPTION

MULLER LANE AT EAST BROCKLISS SLOUGH

A.P.N. 1319-22-000-011

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

Easement "A"
(Affecting a Portion of A.P.N. 1319-22-000-011)

A strip of land located within a portion of Section 22, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing from a found 1/2" rebar at the northeast corner of Parcel 6 of the Map of Division into Large Parcels LDM #2002 for Teig Family LTD. Partnership and Pamela Lyn Niehoff filed for record August 8, 1996 in the office of Recorder, Douglas County, Nevada, as Document No. 393888;

thence South 00°09'47" West, 1,696.26 feet to a point on the north right of way line of Muller Lane;

thence North 89°15'00" West, 441.93 feet along said right of way line to the POINT OF BEGINNING;

thence continuing along said north right of way line, North 89°15'00" West, 76.23 feet;

thence North 20°05'02" West, 3.58 feet;

thence North 14°30'52" East, 27.44 feet;

thence South 89°15'00" East, 76.14 feet;

thence South 00°27'15" West, 18.72 feet;

thence South 31°49'38" West, 9.45 feet;

thence South 07°41'46" West, 3.21 feet to the POINT OF BEGINNING containing 2,357 square feet, more or less.

Easement "B"
(Affecting a Portion of Muller Lane)

A strip of land located within a portion of Section 22, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing from a found 1/2" rebar at the northeast corner of Parcel 6 of the Map of Division into Large Parcels LDM #2002 for Teig Family LTD. Partnership and Pamela Lyn Niehoff filed for record August 8, 1996 in the office of Recorder, Douglas County, Nevada, as Document No. 393888;

thence South 00°09'47" West, 1,696.26 feet to a point on the north right of way line of Muller Lane;

thence North 89°15'00" West, 441.93 feet along said right of way line to the POINT OF BEGINNING;

thence South 07°41'46" West, 8.07 feet;

thence South 28°49'47" East, 8.96 feet;

thence South 00°45'00" West, 6.20 feet;

thence North 89°15'00" West, 76.95 feet;

thence North 00°45'00" East, 6.43 feet;

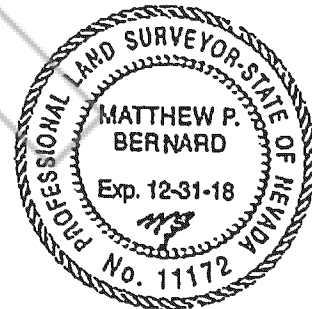
thence North 02°46'25" West, 10.04 feet;

thence North 20°05'02" West, 5.94 feet to a point on said north right of way line;

thence South 89°15'00" East, 76.23 feet to the POINT OF BEGINNING containing 1,657 square feet, more or less.

The Basis of Bearing for this description is North 82°11'54" East per found monuments as shown on the Map of Division into Large Parcels LDM #2002 for Toig Family LTD. Partnership and Pamela Lyn Niehoff filed for record August 8, 1996 in the office of Recorder, Douglas County, Nevada, as Document No. 393888.

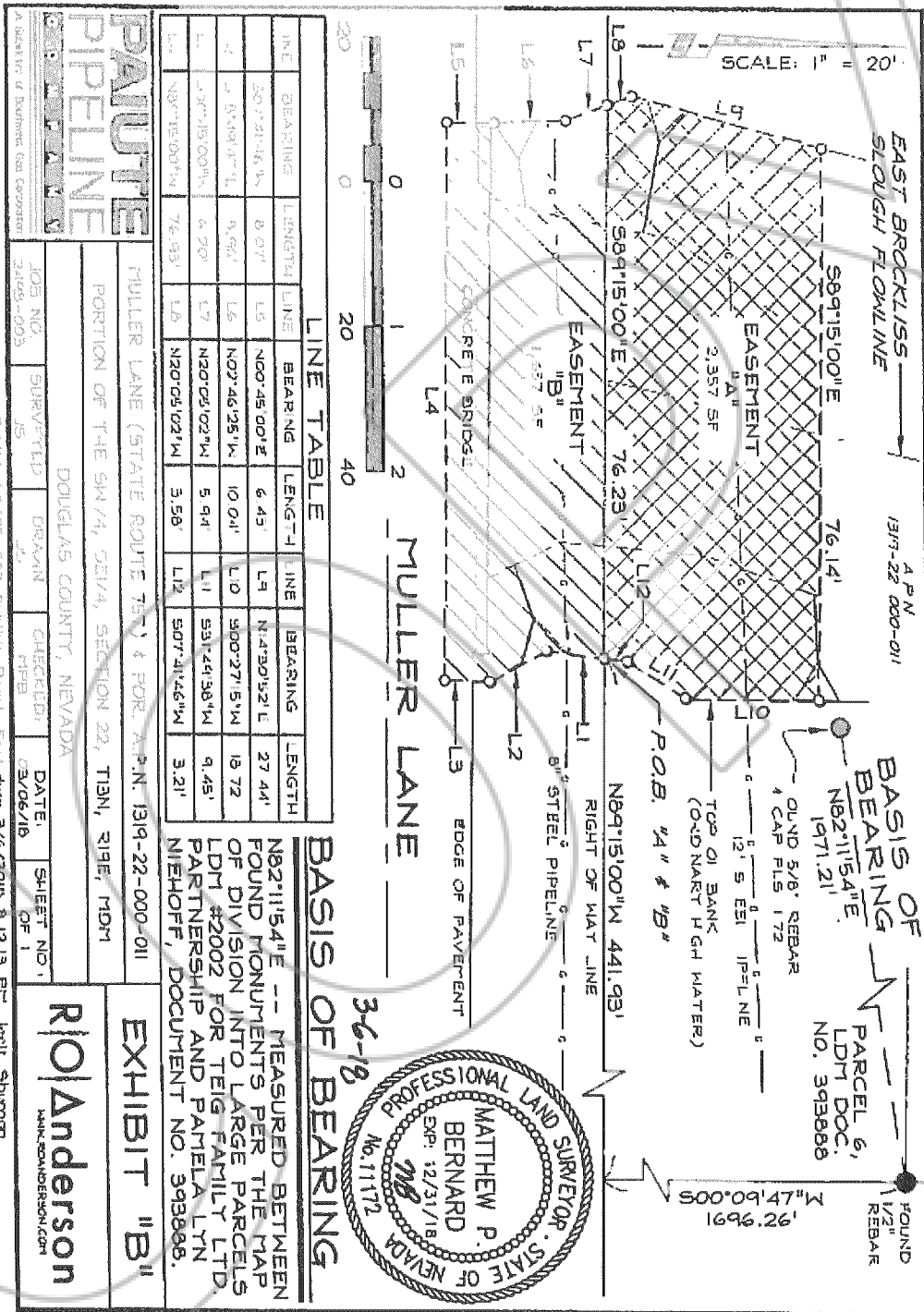
Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423



3-6-18

DUPLICATE ORIGINAL

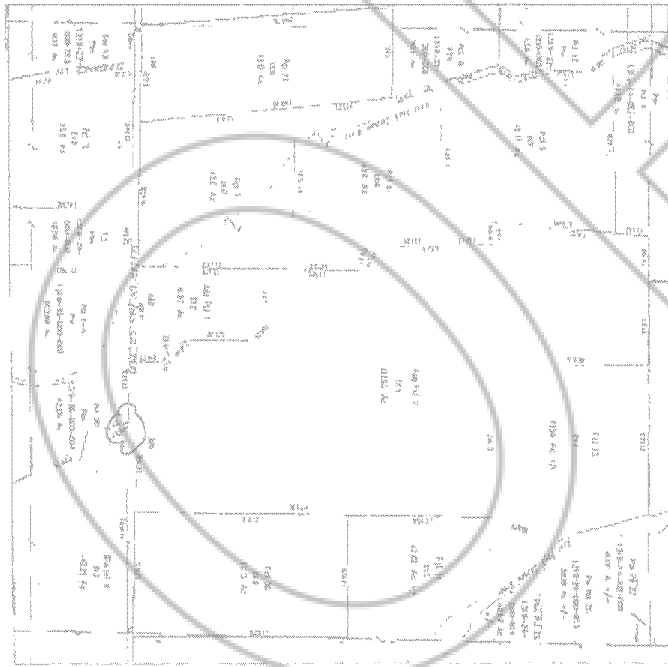
**EXHIBIT B3:
SITE MAP
MULLER LANE AT EAST BROCKLISS SLOUGH**



DUPLICATE ORIGINAL

EXHIBIT C1: ASSESSOR PARCEL MAP MULLER LANE AT HOME SLOUGH

NOTE: This map is prepared for the use of Douglas County Assessor, by assessment and information purposes only. It does not represent a title of the property. No liability is assumed as to the accuracy or reliability of the data reflected herein.



Douglas County, Nevada
Assessor's Office
15441 170th Avenue

Map Legend

	Parcel Boundary		Parcel Number
	Easement - San Francisco Possession		Parcel Section Number
	Zone Boundary		Parcel Acreage
	Unimproved/Developed		Parcel Foot Measure
	Open Space/Corridor, Easement		Parcel Lot Number
	Right-of-Way		Parcel Address

T13N R19E
SEC 23

1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32

1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16

139-23-090
M.A.S. & C.
SCALE: 1" = 300'
OFFICE: CARSON CITY

DUPLICATE ORIGINAL

**EXHIBIT C2:
LEGAL DESCRIPTION**

MULLER LANE AT HOME SLOUGH

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

A strip of land located within a portion of Section 23, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at a found 5/8" rebar with cap PLS 11172 on the north right of way of Muller Lane and being the southwest corner of Adjusted Parcel 2 of the Record of Survey to Support a Boundary Line Adjustment for Herbig Land & Livestock, LLC filed for record June 20, 2005, in the office of Recorder, Douglas County, Nevada as Document No. 647256;

thence South 89°15'00" East, 522.90 feet along said right of way line to the POINT OF BEGINNING;

thence continuing South 89°15'00" East, 73.12 feet;

thence South 21°49'05" East, 5.52 feet;

thence South 08°03'41" East, 11.11 feet;

thence South 00°45'00" West, 9.93 feet

thence North 89°15'00" West, 67.98 feet;

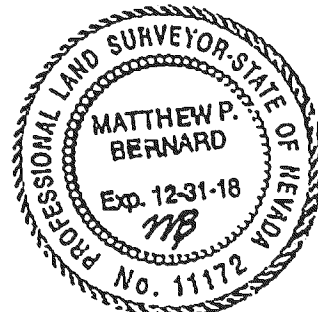
thence North 00°45'00" East, 9.65 feet;

thence North 27°19'10" West, 13.48 feet;

thence North 29°38'26" West, 5.16 feet to the POINT OF BEGINNING containing 1,816 square feet, more or less.

The Basis of Bearing for this description is South 89°15'00" East, being the north right of way line of Muller Lane as shown on the Record of Survey to Support a Boundary Line Adjustment for Herbig Land & Livestock, LLC filed for record June 20, 2005, in the office of Recorder, Douglas County, Nevada as Document No. 647256.

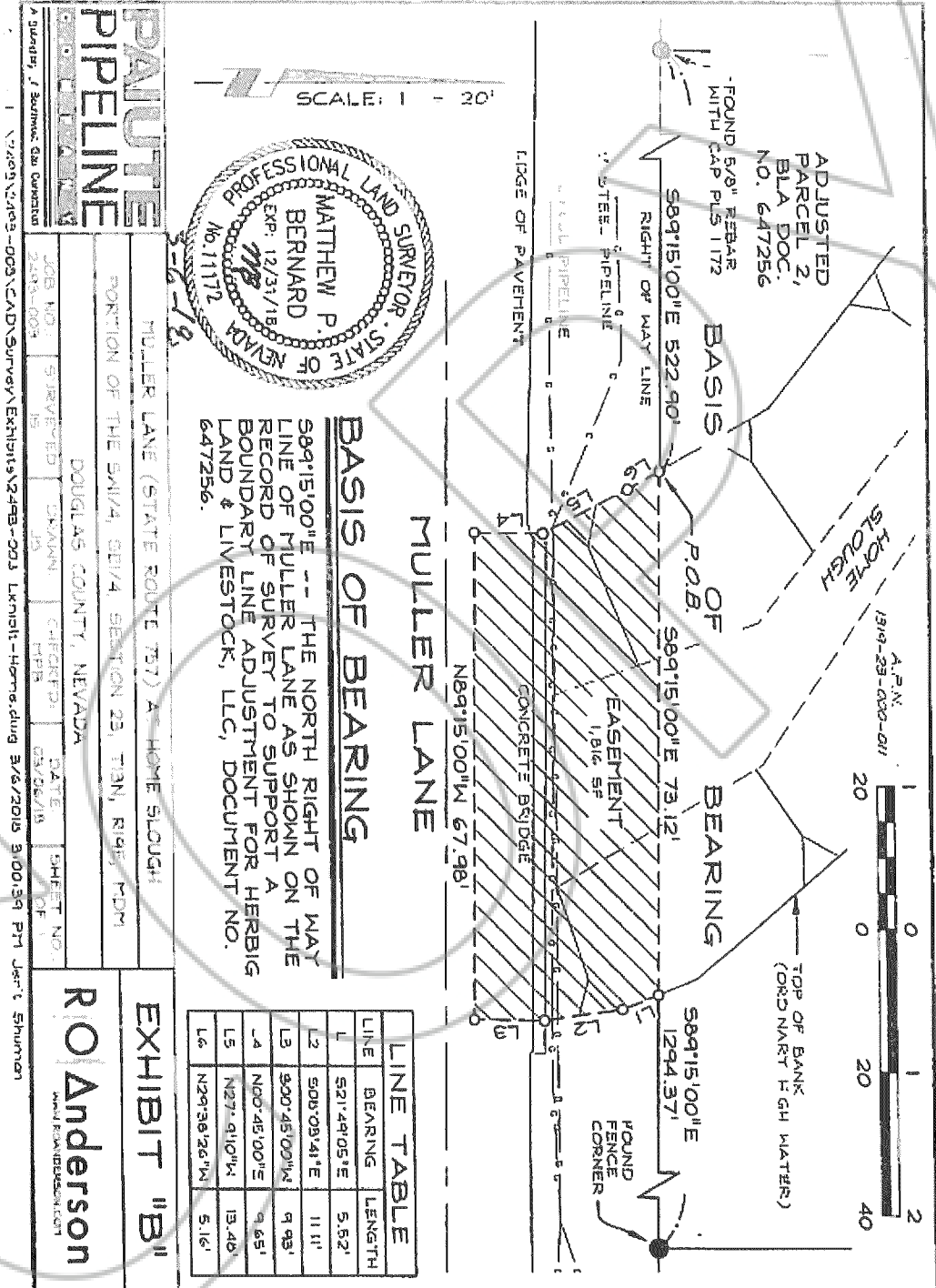
Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423



3-6-18

DUPLICATE ORIGINAL

**EXHIBIT C1:
SITE MAP
MULLER LANE AT HOME SLOUGH**



DUPLICATE ORIGINAL



Douglas County Recorder's Office

Karen Ellison, Recorder

<http://recorder.co.douglas.nv.us>

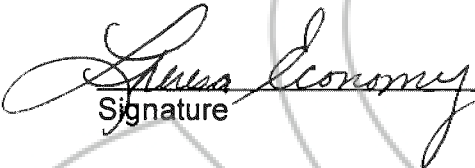
kellison@co.douglas.nv.us

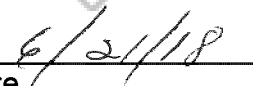
(775) 782-9027

LEGIBILITY NOTICE

The Douglas County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties right may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed, it may not reproduce a legible copy.


Signature


Date


Printed Name

MAILING ADDRESS: P.O. Box 218, Minden, Nevada 89423

Main phone (775) 782-9025 - FAX (775) 783-6413