

APNs: 1220-09-001-011, 1220-09-001-015
1220-09-001-007
RECORDING REQUESTED BY:

Mark Forsberg, Esq.
Oshinski & Forsberg, Ltd.
504 E. Musser St., Suite 202
Carson City, NV 89701

WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:

Rivertree Ranch, LLC
Attn: Jim Bradshaw
P.O. Box 12488
Ogden, UT 84412

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

EASEMENT FOR EMERGENCY ACCESS ONLY

THIS EASEMENT FOR EMERGENCY ACCESS ONLY (this "Agreement") is created this 14th day of May, 2019, by Rivertree Ranch, LLC, a Nevada limited liability company ("Rivertree") and Wild Harmony Ranch LLC, a Nevada limited liability company ("Wild Harmony"), and each a "Party" and collectively the "Parties" for the purpose of each to granting to the other an easement over their respective lands for emergency access only.

WITNESETH:

WHEREAS, Rivertree is the owner of real property located in Douglas County, Nevada, and more particularly described in Exhibit A attached hereto and by this reference incorporated herein, consisting of Adjusted Parcels 1 – 6 as depicted on that Record of Survey to Support a Boundary Line Adjustment for Rivertree Ranch, LLC, recorded May 1, 2019, as Document No.

** This document is executed in counterpart and is to be deemed one document.

928527 in the official records of the Douglas County Recorder, and more particularly described in that Boundary Line Adjustment recorded May 1, 2019 as Document No. 928526; and

WHEREAS, Wild Harmony is the owner of Adjusted Parcels 7, 8 and 9, as depicted on that record of survey to support a boundary line adjustment for Rivertree Ranch, LLC, recorded May 1, 2019 as Document Number 928527 in the official records of the Douglas County Recorder and more particularly described in that Boundary Line Adjustment recorded May 1, 2019 as Document Number 928526; and

WHEREAS, Rivertree wishes to grant to Wild Harmony an easement for emergency access only over portions of Adjusted Parcel 4 and Adjusted Parcel 5 in the location depicted on Exhibit A attached hereto and incorporated herein, and more particularly described in Exhibit B attached hereto and incorporated herein, for the benefit of Adjusted Parcels 7, 8 and 9 owned by Wild Harmony; and

WHEREAS, Wild Harmony wishes to grant an easement for emergency access only over Adjusted Parcels 8 and 9 in the location depicted on Exhibit A, and more particularly described in Exhibit B, for the benefit of Adjusted Parcel 1-6 owned by Rivertree.

NOW, THEREFORE, for \$10 and the mutual promises contained herein, together comprising good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Rivertree grants to Wild Harmony an easement for emergency access only across Adjusted Parcel 4 and Adjusted Parcel 5 in the location depicted on Exhibit A and more particularly described in Exhibit B.
2. Wild Harmony grants to Rivertree an easement for emergency access only across Adjusted Parcels 8 and 9 in the location depicted on Exhibit A and more particularly described

in **Exhibit B.**

As used in this Agreement , the term “emergency” means an accident or event resulting from natural causes, without human intervention or agency, and one that could not have been prevented by reasonable foresight or care—for example, floods, lightning, earthquake, or fire that requires immediate action to protect the health or safety of persons or farm animals, or for the protection of property from natural forces. The term “emergency” as used herein does not include use of the easement for routine access or because use of the easement is more convenient or expedient.

3. Each party shall, for the benefit of the other, maintain the existing dirt roads on the parcels it owns that lie within the easements granted hereby in a passable condition.

4. The easements granted herein shall be perpetual, shall run with the land and will be binding on and shall inure to the benefit of the successors of Rivertree and Wild Harmony.

5. Each party shall defend, indemnify and hold the other party harmless from all non-payment and mechanics lien claims arising from the installation, construction, repair, replacement, operation and maintenance of improvements related to their respective properties or the easement property granted herein.

6. Each party shall defend, indemnify and hold the other party harmless from all claims, demands, suits, costs, attorney’s fees, expenses, liabilities, fines, penalties, losses, damages for bodily injury and property damage, and consequential damages, arising from or in any way related to that respective party’s use or presence on the easement property granted herein, except to the extent such injury, loss, or damage has been caused by the willful and intentional act of the other party. For avoidance of doubt, this duty to indemnify applies to both Rivertree and Wild Harmony, as well as their respective successors, assigns, invitees,

guests, agents, contractors, employees, licensees, tenants, customers and suppliers. Each party shall ensure that the easement property they own is included in a homeowner's and/or liability insurance policy covering the easement property they own.

7. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party.

Entire Agreement.

8. This Agreement and all attached exhibits constitute the entire agreement between Rivertree and Wild Harmony relating to the grant of easements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Any amendment to this Agreement shall be of no force or effect unless it is in writing and signed by Rivertree and Wild Harmony or their respective successors in interest.

9. This Agreement and the grant of easements will be effective upon its execution by all parties, delivery and recordation.

10. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

RIVERTREE RANCH, LLC, a Nevada limited liability company

By: **Corporate Management Services, Inc.**, a Nevada Corporation

Its: **Manager**

By: _____
James S. Bradshaw

Its: **President**

WILD HARMONY RANCH LLC, a Nevada limited liability company

By _____
Nikolas A. Noomen

Its **Manager**

By _____
Alexandra A. Noomen

Its **Manager**

~~STATE OF NEVADA~~
Utah

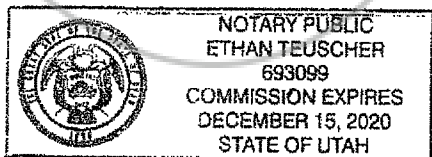
COUNTY OF *Box Elder*

On this 14 day of May, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared **JAMES S. BRADSHAW**, personally known or proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



NOTARY PUBLIC



RIVERTREE RANCH, LLC, a Nevada limited liability company

By: **Corporate Management Services, Inc.**, a Nevada Corporation

Its: **Manager**

By: _____
James S. Bradshaw

Its: **President**

WILD HARMONY RANCH LLC, a Nevada limited liability company

By: *Nikolas A. Noomen*
Nikolas A. Noomen

Its: **Manager**

By: *Alexandra A. Noomen*
Alexandra A. Noomen

Its: **Manager**

STATE OF NEVADA

COUNTY OF _____

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared **JAMES S. BRADSHAW**, personally known or proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

ACKNOWLEDGMENT

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

State of California)
County of San Mateo)

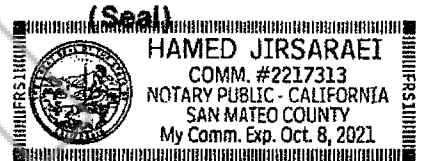
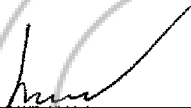
On 05/14/2019 before me, Hamed Jirsaraei, Notary Public
(insert name and title of the officer)

personally appeared Nikolas A Noomen And Alexandra A Noomen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

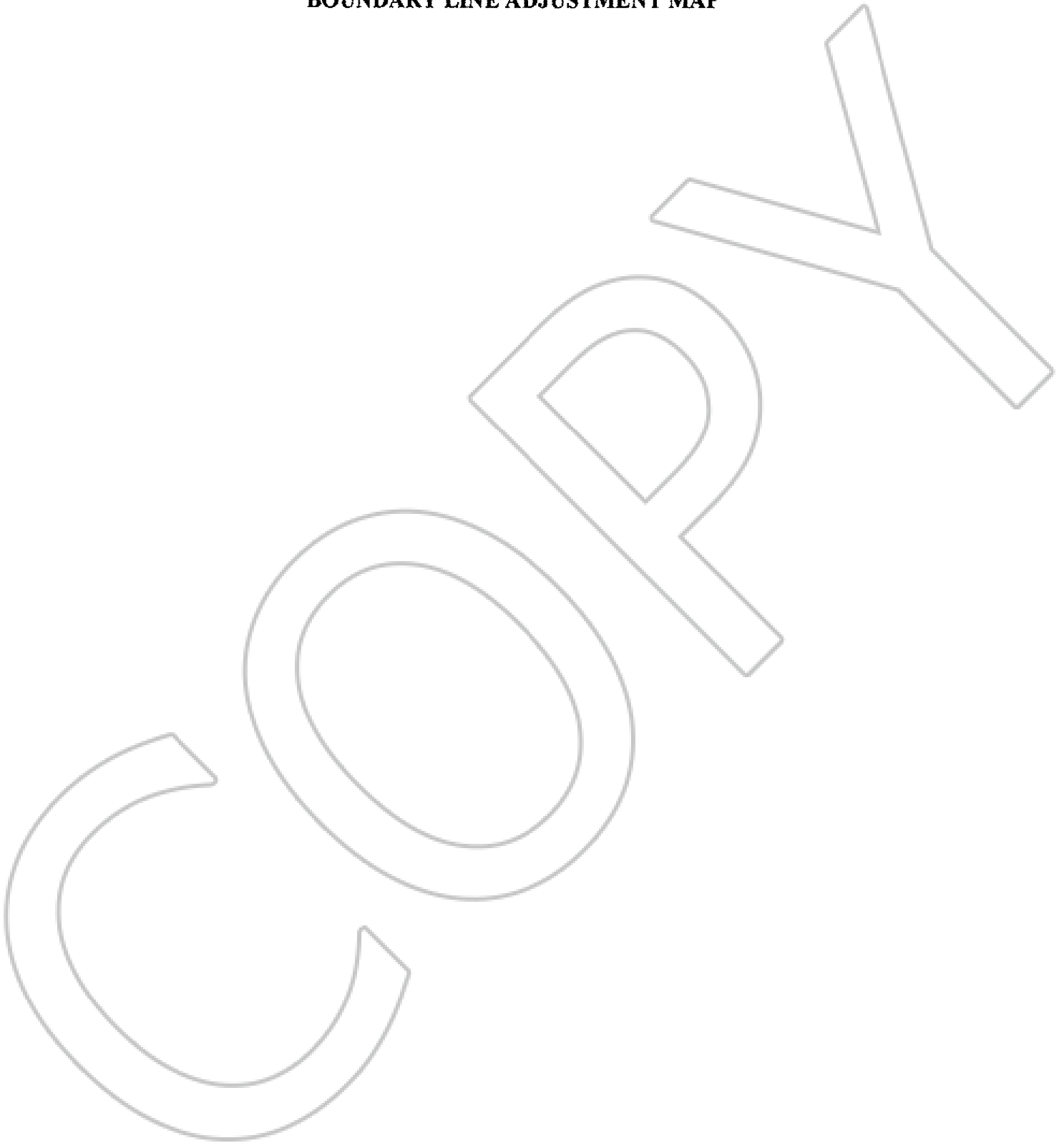
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



**EXHIBIT A
BOUNDARY LINE ADJUSTMENT MAP**





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ADJUSTED PARCEL 8
(DOC. NO. 928527)

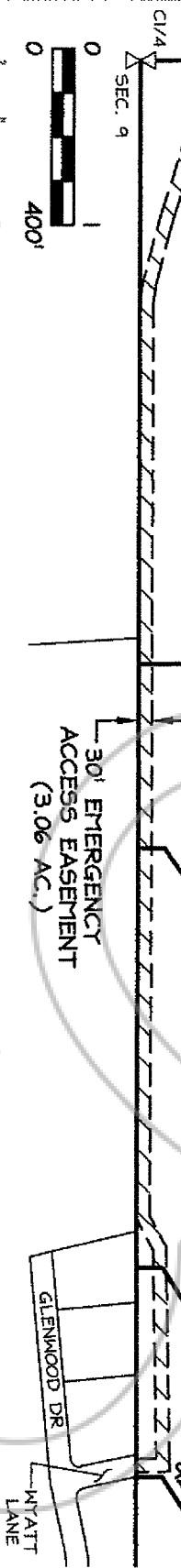
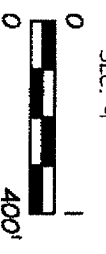
ADJUSTED PARCEL 9
(DOC. NO. 928527)

ADJUSTED PARCEL 6
(DOC. NO. 928527)

ADJUSTED PARCEL 5
(DOC. NO. 928527)

ADJUSTED PARCEL 4
(DOC. NO. 928527)

ADJUSTED PARCEL 3
(DOC. NO. 928527)



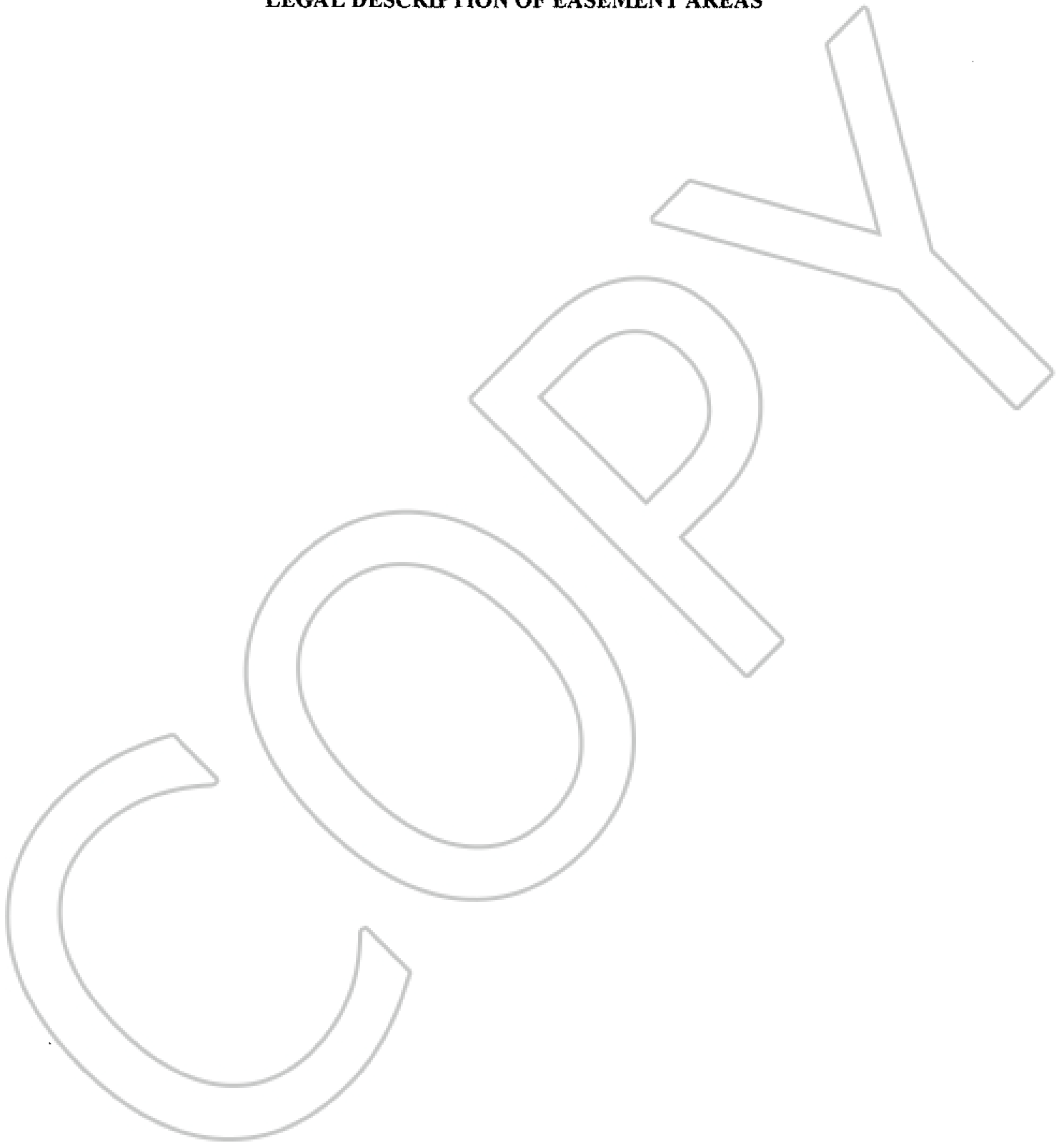
RO Anderson
HINDEN, ROANDERSON, CORP.

HINDEN
1603 Esmeralda Ave
P.O. Box 22291
Hinden, NV 89423
P 775.782.7064
F 775.782.7064

RENO
9060 Double
Diamond Pkwy, Unit 1B
Reno, NV 89521
P 775.782.2222
F 775.782.7084

EXHIBIT
EMERGENCY ACCESS EASEMENT
(RIVERTREE RANCH)
DOUGLAS COUNTY, NEVADA

**EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREAS**



**DESCRIPTION
EMERGENCY ACCESS EASEMENT**

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

A thirty-foot (30') wide strip of land for emergency access purposes located within portions of Sections 9 & 10, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at the one-quarter (1/4) corner of said Sections 9 & 10;

thence North 89°52'44" East, 39.07 feet;

thence North 89°36'51" East, 516.90 feet to a point on the northerly terminus of Wyatt Lane, the **POINT OF BEGINNING**;

thence North 01°20'00" West, 46.15 feet;

thence South 88°40'00" West, 473.61 feet;

thence South 61°49'00" West, 81.87 feet to a point on the southerly boundary of Adjusted Parcels 4, 5 & 9 as shown on the Record of Survey to Support a Boundary Line Adjustment for Rivertree Ranch, LLC filed for record May 1, 2019 in the office of Recorder, Douglas County, Nevada as Document No. 928527;

thence along said southerly boundary of Adjusted Parcels 4, 5 & 9, South 89°52'44" West, 9.25 feet;

thence continuing along the southerly boundary of said Adjusted Parcels 4, 5 & 9, South 89°50'36" West, 2063.98 feet;

thence North 82°58'00" West, 56.41 feet;

thence North 75°31'00" West, 150.24 feet;

thence North 72°43'00" West, 297.88 feet;

thence North 58°09'00" West, 63.93 feet;

thence North 15°09'00" West, 57.17 feet;

thence North 00°30'00" East, 359.97 feet;

thence North 06°18'00" West, 75.75 feet;

thence North 00°06'00" East, 664.67 feet;

thence North 65°32'00" West, 7.31 feet to a point on the westerly boundary of Adjusted Parcel 8 per said Record of Survey;

thence along said westerly boundary of Adjusted Parcel 8, North 00°14'58" West, 33.03 feet;

thence South 65°32'00" East, 40.46 feet;

thence South 00°06'00" West, 682.33 feet;

thence South 06°18'00" East, 75.85 feet;

thence South 00°30'00" West, 357.63 feet;

thence South 15°09'00" East, 41.23 feet;

thence South 58°09'00" East, 48.27 feet;

thence South 72°43'00" East, 293.32 feet;

thence South 75°31'00" East, 147.56 feet;

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thence South 82°58'00" East, 52.57 feet;
thence North 89°50'36" East, 2063.87 feet;
thence North 61°49'00" East, 81.53 feet;
thence North 88°40'00" East, 488.14 feet;
thence North 83°46'00" East, 22.71 feet;
thence South 01°20'00" East, 78.59 feet to a point on the said northerly terminus
of Wyatt Lane;

thence along said westerly terminus of Wyatt Lane, South 89°36'51" West, 30.00
to the **POINT OF BEGINNING**, containing 3.06 acres, more or less.

The Basis of Bearing for this description is North 89°50'00" East, the north line of the
northeast one-quarter (NE1/4) of Section 9, Township 12 North, Range 20 East, M.D.M.
as shown on the Record of Survey to Support a Boundary Line Adjustment for Rivertree
Ranch, LLC filed for record June 2, 2008 in the office of Recorder, Douglas County,
Nevada as Document No. 724376.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
Matthew P. Bernard, PLS 11172
P.O. Box 2229
Minden, Nevada 89423



5-9-19