

APNs: 1420-06-701-001 and 1420-06-701-009

Recording requested by and
after recording return to:
Riverwood Partners, LLC
20482 Bourdeaux Drive
Reno, NV 89511
Attn: Michael Hohl



SHAWNYNE GARREN, RECORDER

GRANT OF ACCESS AND PUBLIC UTILITY EASEMENT

This Grant of Access and Public Utility Easement (the “Grant of Easement”) dated **December 19**, 2023 (“Effective Date”), is executed by Riverwood Partners, LLC, a Nevada limited liability company (“Grantor”), with reference to the following facts:

A. Grantor is the owner of that certain real property commonly described as APN 1420-06-701-009, Douglas County, Nevada, and more particularly described on Exhibit A attached hereto (“Easement Property”).

B. Friedwardt Winterberg and Julia Winterberg, Co-Trustees of the Winterberg 2015 Revocable Family Trust (“Grantee”), is the owner of that certain real property located immediately adjacent to the Easement Property commonly described as APN 1420-06-701-001, Douglas County, Nevada, and more particularly described on Exhibit B attached hereto (“Benefitted Property”).

C. Grantor has determined to grant a non-exclusive easement for vehicular and pedestrian access and public utilities to the Benefitted Property on the terms and conditions set forth herein.

D. This Grant of Easement is expressly conditioned upon Grantee’s compliance with the express terms hereof.

1. Grant of Access and Public Utility Easement. Based upon and subject to the foregoing and the other terms of this Grant of Easement, Grantor hereby grants, transfers, assigns and conveys to Grantee, its successors and assigns, a perpetual non-exclusive easement in, over, under, across and through the portion of the Easement Property depicted on Exhibit C-1 and legally described on Exhibit C-2 attached hereto (“Easement Area”), for the benefit of the Benefitted Property, for the sole and exclusive purposes of (i) vehicular and pedestrian ingress to and egress from the Benefitted Property, including construction of a roadway for such purpose, and (ii) construction and use and use of underground sanitary sewer, water, electrical, cable, natural gas, and telecommunication utility lines, conduits, and related improvements for utilities serving only the Benefitted Property (the “Easement”).

2. Use of Easement Area for Easement Purposes. Grantee’s and its successors’ and assigns’ use of the Easement Area for the purposes expressly permitted under this Grant of Easement shall constitute acceptance of and agreement to all of the provisions of this Grant of Easement.

3. Construction of Easement Area Improvements. Grantee shall perform construction of any improvements permitted by the Easement at Grantee's sole cost and expense only (i) pursuant to engineered plans approved by Grantor in writing in its reasonable discretion, (ii) after obtaining all required governmental, regulatory, and administrative approvals, (iii) by a duly licensed, experienced, and bonded contractor fully capable of completing such improvements, (iv) in a good and workmanlike manner in accordance with all applicable laws, (v) after obtaining any commercially reasonable insurance naming Grantor as a named insured required by Grantor, and (vi) at such reasonable times and under such reasonable conditions imposed by Grantor so as to minimize any disruption of any ongoing business, tenancy, or use on the Easement Property. Upon Grantee's completion of any installation, repair, restoration, replacement, maintenance, or other alteration of any part of any improvements to the Easement Area, Grantee, at its sole cost and expense, shall restore any remaining affected surface of the Easement Property to a minimum standard at least equivalent to the previously existing condition thereof.

4. Reservation of Rights by Grantor. The right to use the Easement Property for any purpose not incompatible with the Easement granted by this Grant of Easement is expressly reserved by Grantor, its successors and assigns.

5. Maintenance and Repair of Easement Area and Improvements. Grantee shall maintain at Grantee's sole cost and expense, the Easement Area, including improvements to the Easement Area constructed by or for Grantee, in a good, clean and safe condition and repair. Grantee shall not create, permit, or at any time leave the Easement Property in an unsafe condition.

6. Relocation of Easement Area. Grantor, its successors and assigns, may, from time to time in the future, require that the Easement, or some part thereof, be relocated in order to accommodate development of the Easement Property or some part thereof. Grantee, for itself and for its successors and assigns, agrees that it shall, if requested to do so by Grantor, or by Grantor's successors or assigns, permit Grantor, or its successors or assigns, to relocate any improvements installed by Grantee and the Easement Area or part thereof, provided that (i) the relocation continues to provide reasonably commensurate access to the Benefitted Property, (ii) that Grantor or its successors or assigns, pay all costs of said relocation, (iii) Grantor, or its successors or assigns, grants Grantee a replacement easement (which replacement easement shall be an unencumbered easement in substantially the same form and content as this Grant of Easement) for the Easement, or part thereof, so relocated, (iv) the relocation of the improvements previously constructed by Grantee be built and be operational before the Easement is relocated, and (v) there be no interruption to Grantee's access or then provided utilities caused by such relocation. At such time as the Easement, or part thereof, is relocated pursuant hereto, Grantee, or successors or assigns, shall vacate and release the Easement, or part thereof, which has been replaced by the herein provided for relocated easement.

7. Successors and Assigns; Runs with the Land. All provisions of this Grant of Easement, including the benefits and burdens, shall be appurtenant to and for the benefit of the Benefitted Property and any lot or parcel lawfully created out of the Benefitted Property, shall be covenants which run with the Benefitted Property and the portion of the Easement Property including the Easement Area and any portion thereof, and shall be binding upon and inure to the benefit and detriment of the parties and their respective representatives, heirs, successors, and assigns. The benefits and burdens of this Grant of Easement and the obligations set forth herein shall touch and

concern the land and run with the land with respect to the Easement Property and Benefitted Property and shall be binding upon future fee owners of the Easement Property and Benefitted Property.

8. Default; Mechanic's Liens. Any failure to perform or other breach of any provision of this Grant of Easement by Grantee shall constitute an "Event of Default" under this Grant of Easement. Upon an Event of Default, Grantor shall have the right to terminate any and all rights under this Grant of Easement upon notice to Grantee. In addition, Grantor shall have all other rights and remedies at law or in equity against Grantee, including the right to seek damages and/or injunctive relief. Grantee shall keep the Easement Property free from liens arising from or relating to the Easement. If Grantee fails to cause any liens to be removed within five (5) days after the earlier of (i) Grantor's written demand, or (ii) Grantor's obtaining knowledge of such lien, Grantee shall be in default of this Grant of Easement and Grantor may, but shall not be obligated to, in addition to the exercise of all other rights and remedies set forth in this Grant of Easement at law, and in equity use of, pay the amount claimed by the lienholder and Grantee shall reimburse Grantor for the amount paid plus interest at the rate of ten percent (10%) per annum from the date of expenditure together with any costs and attorneys' fees and costs incurred by Grantor in the collection of same. Payment shall be due upon demand.

9. Indemnity; Waiver. Grantee, its successors and assigns, shall indemnify, defend, and hold harmless Grantor, its successors and assigns, and their respective principals, shareholders, members, directors, managers, and employees (collectively, "Indemnitees") from and against any and all losses, damages, causes of action, claims, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees and costs of litigation) (collectively, "Claims") suffered or incurred by or asserted against Indemnitees arising from or relating to the use of the Easement Area by Grantee or its invitees, agents, or contractors, or any or person or entity utilizing the Easement Area for access or the provision of utilities to the Benefitted Property, or activities of Grantee or its contractors, subcontractors, suppliers, and consultants on the Easement Property, including, but not limited to: (i) any injury to or the death of any person; (ii) any damage to property including but not limited to environmental matters, (iii) the violation of any applicable law governing Grantee's activities on the Easement Property; (iv) the use or occupancy, or manner of use of occupancy, or conduct or management of the Easement Area; (v) any breach, violation or nonperformance of any term, condition, covenant or other obligation of Grantee under this Grant of Easement; or (iv) for mechanics' liens. To the fullest extent permitted by law, Grantee waives all claims against Grantor its successors, and assigns, arising from any personal injury, bodily injury or property damage or loss of property whatsoever occurring in, on, or at the Easement Property. In no event will Grantor, its successors or assigns be liable for consequential, special, punitive, exemplary, special or incidental damages.

10. Exhibits. The following Exhibits are attached to this Grant of Easement and made a part hereof:

Exhibit A	Legal Description of Easement Property
Exhibit B	Legal Description of Benefitted Property
Exhibit C-1	Depiction of Easement Area
Exhibit C-2	Legal Description of Easement

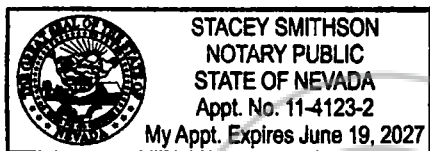
Riverwood Partners, LLC, a Nevada limited liability company

By: *Michael Hohl*
Michael Hohl, Manager

Date: *11/1/23*

STATE OF Nevada)
)
COUNTY OF Washoe)

The foregoing instrument was acknowledged before me this 1 day of November, 2023 by Michael Hohl, as Manager of Riverwood Partners, LLC, a Nevada limited liability company.



Stacey Smithson
Notary Public
Print Name Stacey Smithson
My commission expires: June 19, 2027

EXHIBIT "A"

**DESCRIPTION OF EASEMENT PROPERTY
RIVERWOOD PARTNERS, LLC
APN 1420-06-701-009**

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

Adjusted Parcel 5 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Riverwood Redevelopment LLC, Riverwood Partners LLC, & Max Baer Productions, Ltd, a California corporation, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on October 29, 2007, in Book 1007, Page 7877, as File No. 712004, Official Records, being more particularly described as follows:

All that certain real property situate within the West 1/2 of Section 5 and the East 1/2 of Section 6, Township 14 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, further described as being a portion of Parcel 1 as shown on that certain Record of Survey to Support a Boundary Line Adjustment for Carson Auto Mall LLC and Project LM LLC, recorded June 14, 2007, in Book 607, Page 4155, as Document No. 703021, a portion of the parcel described in that certain deed recorded January 4, 2007, in Book 107, Page 1332, as Document No. 692160, and all of the parcel described in that certain deed recorded January 4, 2007, in Book 107, Page 1344, as Document No. 692162, Official Records of Douglas County, Nevada, more particularly described as follows:

COMMENCING at the BLM Brass Cap located at the Southeast corner of said Section 6;
Thence N. 01°02'28" E., along the East line of said Section 6, a distance of 496.86 feet, to the TRUE POINT OF BEGINNING;
Thence N. 89°39'08" W., a distance of 330.18 feet;
Thence S. 01°00'11" W., a distance of 165.53 feet;
Thence N. 89°38'13" W., a distance of 330.10 feet;
Thence N. 89°38'02" W., a distance of 371.60 feet to a point on the Easterly right-of-way line of U.S. Highway 395;
Thence N. 01°49'59" E., along said Easterly right-of-way line distance of 661.58 feet, to the South line of the parcel described in that certain deed recorded April 9, 2002, in Book 402, Page 2698, as Document No. 539130, Official Records of Douglas County, Nevada;
Thence S. 89°41'40" E., along the South line of said parcel, a distance of 361.56 feet, to the Southeast corner of said parcel;
Thence N. 00°57'47" E., along the East line of said parcel a distance of 330.89 feet, to the Northeast corner of said parcel;
Thence N. 89°43'28" W., along the North line of said parcel a distance of 356.54 feet, to a point on the Easterly right-of-way line of U.S. Highway 395;
Thence N. 01°49'57" E., along said Easterly right-of-way, a distance of 136.52 feet;
Thence continuing along said Easterly right-of-way along a curve to the right, having a radius of 4,800.00 feet, a delta angle of 06°41'55", arc length of 561.18 feet, a chord bearing of N. 05°10'56" E., and chord length of 560.86 feet;

Thence N. 08°31'54" E., continuing along said Easterly right-of-way a distance of 301.87 feet, to the Southwest corner of the parcel described in that certain deed recorded October 25, 2004, in Book 1004, Page 10103, as Document No. 627554, Official Records of Douglas County, Nevada;

Thence S. 89°43'20" E., along the South line of said parcel a distance of 274.03 feet, to the Southeast corner of said parcel;

Thence N. 00°59'50" E., along the East line of said parcel a distance of 331.33 feet, to the Northeast corner of said parcel;

Thence N. 89°43'27" W., along the North line of said parcel a distance of 230.13 feet, to a point on the Easterly right-of-way line of U.S. Highway 395;

Thence N. 08°31'54" E., along said Easterly right-of-way line a distance of 1,249.87 feet, to a point on the Southerly right-of-way of Topsy Lane;

Thence S. 82°10'53" E., along said Southerly right-of-way a distance of 154.62 feet;

Thence, continuing along said Southerly right-of-way along a curve to the left having a radius of 1,068.00 feet, arc length of 140.91 feet, delta angle of 07°33'34", a chord bearing of S. 85°57'40" E., and a chord length of 140.81 feet;

Thence S. 89°44'27" E., continuing along said Southerly right-of-way a distance of 433.93 feet;

Thence S. 89°08'56" E., continuing along said Southerly right-of-way a distance of 101.48 feet;

Thence, continuing along said Southerly right-of-way along a curve to the left, having a radius of 514.50 feet, arc length of 79.79 feet, delta angle of 08°53'06", a chord bearing of N. 86°24'31" E., and a chord length of 79.71 feet;

Thence, continuing along said Southerly right-of-way along a reverse curve to the right, having a radius of 485.50 feet, arc length of 75.29 feet, delta angle of 08°53'06", a chord bearing of N. 86°24'31" E., and a chord length of 75.21 feet;

Thence S. 89°09'01" E., continuing along said Southerly right-of-way a distance of 407.29 feet;

Thence S. 00°55'23" W., leaving said Southerly right-of-way a distance of 223.45 feet, to the Northeast corner of the parcel described in that certain deed recorded February 3, 1998, in Book 298, Page 327, as Document No. 431893, Official Records of Douglas County, Nevada;

Thence N. 89°11'16" W., along the North line of said parcel a distance of 331.77 feet, to the Northwest corner of said parcel;

Thence S. 00°58'09" W., a distance of 331.68 feet, to the Southwest corner of the parcel described in that certain deed recorded August 15, 2003, in Book 803, Page 7751, as Document No. 586631, Official Records of Douglas County, Nevada;

Thence S. 00°00'00" E., leaving said Southwest corner a distance of 120.64 feet;

Thence S. 90°00'00" W., a distance of 42.74 feet;

Thence S. 00°00'01" E., a distance of 33.00 feet;

Thence S. 89°59'59" W., a distance of 143.53 feet;

Thence S. 87°32'51" W., a distance of 70.06 feet;

Thence S. 89°59'53" W., a distance of 121.79 feet;

Thence, along a non-tangent curve to the left having a radius of 38.50 feet, a delta angle of 91°13'25" arc length of 61.30 feet, a chord bearing of S. 44°23'16" W., chord length of 55.03 feet, and a radial line of S. 00°00'01" E.;

Thence, along a compound curve to the left having a radius of 179.00 feet, arc length of 110.54 feet, delta angle of 35°22'54", a chord bearing of S. 18°54'53" E., and a chord length of 108.79 feet;

Thence S. 36°36'20" E., a distance of 115.18 feet;

Thence, along a curve to the right having a radius of 221.00 feet, arc length of 141.19 feet, delta angle of $36^{\circ}36'20''$, a chord bearing of S. $18^{\circ}18'10''$ E., and a chord length of 138.81 feet;
Thence S. $00^{\circ}00'00''$ E., a distance of 87.52 feet;
Thence S. $00^{\circ}00'00''$ W., a distance of 1,284.16 feet;
Thence, along a curve to the left having a radius of 18.50 feet, arc length of 28.84 feet, delta angle of $89^{\circ}19'38''$, a chord bearing of S. $44^{\circ}39'49''$ E., and a chord length of 26.01 feet;
Thence S. $89^{\circ}19'38''$ E., a distance of 516.01 feet;
Thence N. $00^{\circ}00'03''$ W., a distance of 175.62 feet;
Thence S. $89^{\circ}59'59''$ W., a distance of 130.00 feet;
Thence N. $00^{\circ}00'01''$ W., a distance of 277.00 feet;
Thence S. $90^{\circ}00'00''$ E., a distance of 14.91 feet;
Thence along a curve to the left having a radius of 13.50 feet, arc length of 21.21 feet, delta angle of $90^{\circ}00'00''$, a chord bearing of N. $45^{\circ}00'00''$ E., and a chord length of 19.09 feet;
Thence N. $00^{\circ}00'00''$ E., a distance of 85.19 feet;
Thence N. $90^{\circ}00'00''$ E., a distance of 145.11 feet;
Thence S. $01^{\circ}01'33''$ W., a distance of 624.30 feet;
Thence S. $01^{\circ}02'53''$ W., a distance of 993.62 feet;
Thence N. $89^{\circ}20'01''$ W., a distance of 332.15 feet;
Thence N. $01^{\circ}02'40''$ E., a distance of 165.61 feet;
Thence N. $89^{\circ}19'50''$ W., a distance of 332.15 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM, all that certain real property situate within the East 1/2 of Section 6, Township 14 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, more particularly described as follows:

COMMENCING at the BLM Brass Cap located at the aforementioned West 1/4 corner of said Section 5;

THENCE N. $12^{\circ}00'47''$ W., a distance of 889.70 feet to the TRUE POINT OF BEGINNING;
Thence S. $00^{\circ}00'00''$ E., a distance of 116.59 feet;
Thence S. $90^{\circ}00'00''$ W., a distance of 37.00 feet;
Thence N. $00^{\circ}00'00''$ E., a distance of 38.96 feet;
Thence N. $90^{\circ}00'00''$ W., a distance of 36.50 feet;
Thence S. $00^{\circ}00'00''$ E., a distance of 35.05 feet;
Thence N. $89^{\circ}59'17''$ W., a distance of 233.63 feet;
Thence S. $00^{\circ}00'00''$ E., a distance of 5.75 feet;
Thence S. $09^{\circ}08'08''$ E., a distance of 29.44 feet;
Thence N. $90^{\circ}00'00''$ W., a distance of 279.20 feet;
Thence N. $08^{\circ}32'03''$ E., a distance of 279.36 feet;
Thence S. $89^{\circ}44'07''$ E., a distance of 66.45 feet;
Thence N. $18^{\circ}52'00''$ E., a distance of 42.67 feet;
Thence, along a curve to the right having a radius of 170.00 feet, arc length of 211.06 feet, delta angle of $71^{\circ}08'00''$, a chord bearing of N. $54^{\circ}26'00''$ E., and a chord length of 197.76 feet;
Thence N. $90^{\circ}00'00''$ E., a distance of 249.09 feet;
Thence, along a curve to the right having a radius of 50.00 feet, arc length of 78.54 feet, delta angle of $90^{\circ}00'00''$, a chord bearing of S. $45^{\circ}00'00''$ E., and a chord length of 70.71 feet;

Thence S. 00°00'00" E., a distance of 233.92 feet to the POINT OF BEGINNING.

Document No. 712003 is provided pursuant to the requirements of Section 6.NRS 111.312.

ALSO EXCEPTING THEREFROM Parcel 5B as shown on the Record of Survey Map for Riverwood Partners, LLC, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on January 28, 2018, in Book 108, Page 5581, as File No. 716909, Official Records, being more particularly described as follows:

A parcel of land situate in the Southwest Quarter of Section 5, Township 14 North, Range 20 East, M.D.B.&M., of Douglas County, Nevada and being more particularly described as follows:

Commencing at the Southwest corner of said Section 5;

Thence North 45°55'54" East, a distance of 470.61 feet;

Thence North 01°02'40" East, a distance of 142.29 feet, to the POINT OF BEGINNING;

Thence North 01°02'40" East, a distance of 23.32 feet;

Thence North 89°19'50" West, a distance of 121.32 feet to the Northerly Right of Way of North Sunridge Drive;

Thence along the said Northerly Right of Way of North Sunridge Drive the following courses and distances:

North 78°26'08" West, a distance of 461.39 feet;

North 72°43'30" West, a distance of 54.52 feet;

Thence leaving said Northerly Right of Way of North Sunridge Drive and along the Easterly Right of Way of Riverwood Drive the following courses and distances:

Along the arc of a curve to the right having a radius of 50.00 feet, a central angle of 86°57'00", a distance of 75.88 feet;

North 14°13'30" East, a distance of 118.84 feet;

Along the arc of a curve to the right, having a radius of 139.50 feet, a central angle of 48°55'03", a distance of 119.10 feet;

Along the arc of a compound curve to the right, having a radius of 174.50 feet, a central angle of 10°00'21", a distance of 30.47 feet;

North 72°06'28" East, a distance of 99.22 feet;

Along the arc of a non tangent curve to the left, having a tangent bearing of North 71°53'02" East, a radius of 339.00 feet, a central angle of 37°27'04", a distance of 221.59 feet;

North 16°11'04" East, a distance of 33.70 feet;

Along the arc of a non tangent curve to the left, having a tangent bearing of North 28°52'35" East, a radius of 330.00 feet, a central angle of 28°52'28", a distance of 166.30 feet;

North 00°00'00" East, a distance of 104.04 feet;

Thence leaving the said Easterly Right of Way of Riverwood Drive, South 89°19'38" East a distance of 557.87 feet;

Thence South 01°01'33" West, a distance of 13.00 feet;

Thence South 01°02'53" West, a distance of 921.21 feet, to the Northerly Right of Way of North Sunridge Drive;

Thence along the said Northerly Right of Way of North Sunridge Drive the following courses and distances;

Along the arc of a non-tangent curve to the left, having a tangent bearing of North 69°11'46" West, a radius of 455.00 feet, a central angle of 09°14'22", a distance of 73.37 feet; North 78°26'08" West, a distance of 265.87 feet to the POINT OF BEGINNING.

Document No. 720606 is provided pursuant to the requirements of Section 6.NRS 111.312.

ALSO EXCEPTING THEREFROM, any portion thereof, lying Southerly of the Northerly line of N. Sunridge Drive, being Parcel A and Parcel C, as described in the Document, recorded February 12, 2008, in Book 208, Page 2531, as document No. 717913, Official Records.

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

Parcel 2 as shown on the Merger & Resubdivision Parcel Map for C & A Investments, LLC, according to the map thereof, filed in the office of the County Recorder of Carson City, State of Nevada, on March 20, 2006, in Book 9 of Maps, Page 2597, as File No. 351182, Official Records.

EXHIBIT "B"

**DESCRIPTION OF BENEFITTED PROPERTY
FRIEDWARDT WINTERBERG AND JULIA WINTERBERG, CO-TRUSTEES OF THE
WINTERBERG 2015 REVOCABLE FAMILY TRUST**

APN 1420-06-701-001

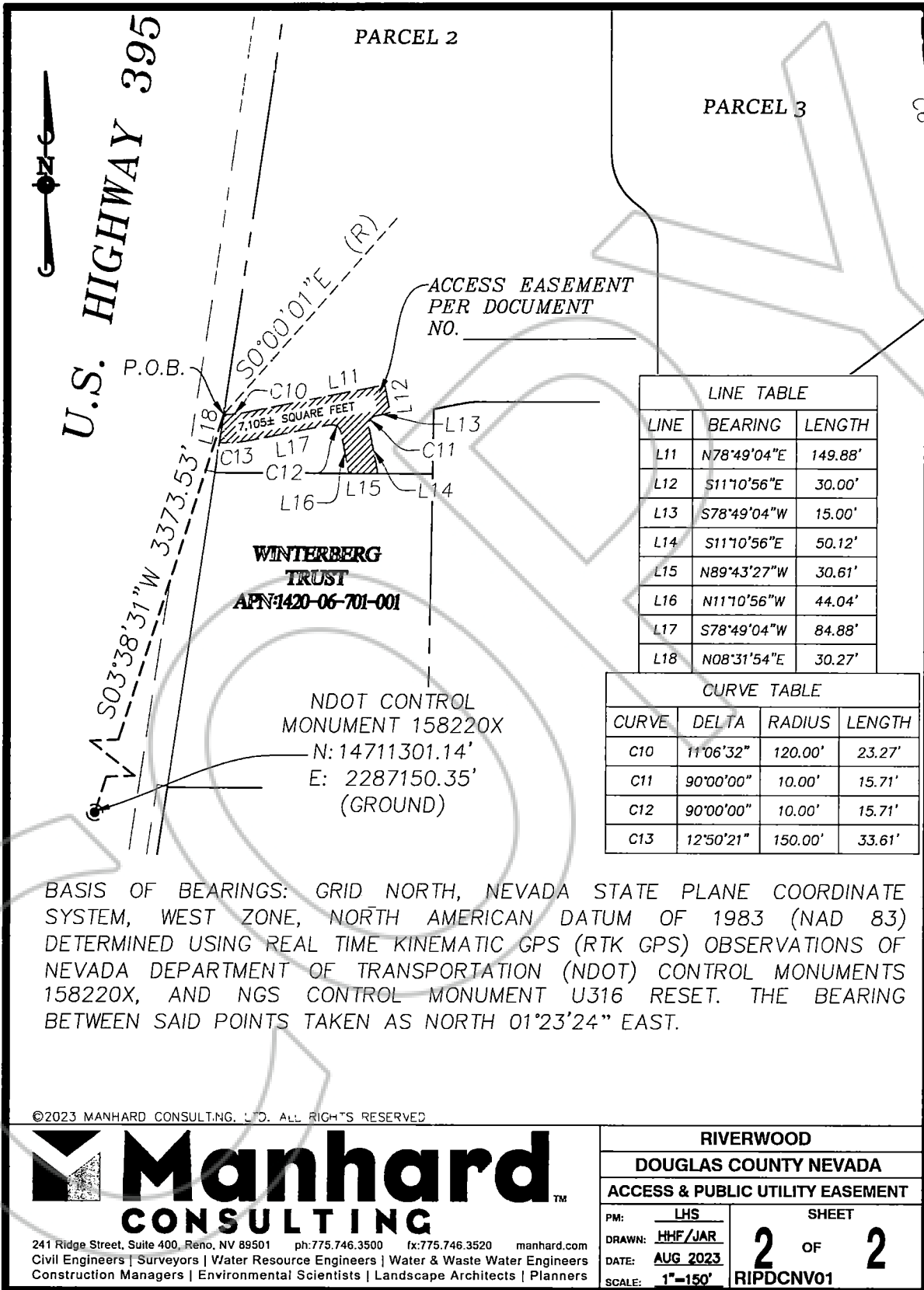
All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the
Southeast $\frac{1}{4}$, Section 6, Township 14 North, Range 20 East,
M.D.B. & M., Douglas County, Nevada.

Excepting there-from all that portion of said land lying within
U.S. Highway 395.

Legal description per Document No. 763802 is provided pursuant to the requirements of Section
6.NRS 111.312.

EXHIBIT "C-1"



241 Ridge Street, Suite 400, Reno, NV 89501 ph:775.746.3500 fx:775.746.3520 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners

RIVERWOOD
DOUGLAS COUNTY NEVADA
ACCESS & PUBLIC UTILITY EASEMENT

PM: LHS SHEET
DRAWN: HHF/JAR **2** OF **2**
DATE: **AUG 2023**
SCALE: **1"=150'** **RIPDCNV01**

Dwg Name: \\mcl-re nas\Projects-CC\Ripdcnv01\dwg\Surv\Final Drawings\Exhibits\Bla Legal Exhibits\RIPDCNV01_BLA_REVISIED-2-EXHIBITS-HF.dwg Updated B 07:54

EXHIBIT "C-2"

**ACCESS AND PUBLIC UTILITY EASEMENT
FOR THE BENEFIT OF A.P.N. 1420-06-701-001**

A parcel of land situate within the East One-Half (E1/2) of Section 6, Township 14 North, Range 20 East, Mount Diablo Meridian, as shown on the Record of Survey in Support of a Boundary Line Adjustment for Riverwood Redevelopment LLC, Riverwood Partners LLC, & Max Baer Productions, LTD, a California corporation, as Document No. 712004, filed October 29, 2007 and as described in the Boundary Adjustment Grant Deed, Document No. 712003, filed October 29, 2007, both filed in the Official Records of Douglas County, Nevada, being a portion of Adj. Parcel 5 as shown on and described in said Documents, being more particularly described as follows:

COMMENCING at the Northwest corner of said Adj. Parcel 5 (Parcel 5), being the intersection of the South line of Topsy Lane and the East right-of-way line of U.S. Highway 395 as shown on said Record of Survey;

THENCE, along the West line of said Parcel 5 and the East right-of-way line of said U.S. Highway 395, South 08°31'54" West, 1188.10 feet, to the **POINT OF BEGINNING**, said point being the beginning of a non-tangent curve to the left from which the radius point bears North 00°04'24" West;

THENCE, leaving said **POINT OF BEGINNING**, easterly 23.27 feet along the arc of a curve having a radius 120.00 feet and through a central angle of 11°06'32";

THENCE, North 78°49'04" East, 149.88 feet;

THENCE, South 11°10'56" East, 30.00 feet;

THENCE, South 78°49'04" West, 15.00 feet, to the beginning of a tangent curve to the left;

THENCE, southwesterly, 15.71 feet along the arc of a curve having a radius of 10.00 feet and through a central angle of 90°00'00";

THENCE, South 11°10'56" East, 50.12 feet, to the southerly line of said Adj. Parcel 5;

THENCE, along the southerly line of said Adj. Parcel 5, North 89°43'27" West, 30.61 feet;

THENCE, leaving the southerly line of said Adj. Parcel 5, North 11°10'56" West, 44.04 feet, to the beginning of a tangent curve to the left;

THENCE, northwesterly, 15.71 feet along the arc of a curve having a radius of 10.00 feet and through a central angle of 90°00'00";

THENCE, South 78°49'04" West, 84.88 feet, to the beginning of a tangent curve to the right;

THENCE, westerly, 33.61 feet along the arc of a curve having a radius of 150.00 feet and through a central angle of 12°50'21", to westerly line of said Adj. Parcel 5 and the easterly right-of-way line of said U.S. Highway 395;

THENCE, westerly line of said Adj. Parcel 5 and the easterly right-of-way line of said U.S. Highway 395, North 08°31'54" East, 30.27 feet to the **POINT OF BEGINNING**.

Containing 7,105 square feet, more or less.

Basis of Bearings: Grid North, Nevada State Plane Coordinate System, West Zone, North American Datum of 1983 (NAD 83) determined using Real Time Kinematic GPS (RTK GPS) observations of Nevada Department of Transportation (NDOT) Control Monuments 158220X, and NGS Control Monument U316 Reset. The bearing between said points taken as North 01°23'24" East.

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

Lee H. Smithson
Nevada PLS 5097
For and on behalf of



241 Ridge Street, Suite 400
Reno, Nevada 89501
(775) 887-5222

