

# EXHIBIT E

DOC # 4778926

01/11/2018 01:17:16 PM  
Requested By  
LRRC LLP  
Washoe County Recorder  
Laurence R. Burtness - Recorder  
Fee: \$38.00 RPTT: \$0.00  
Page 1 of 19

**APNs:**

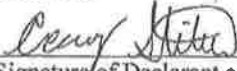
Burdened Parcels: 026-341-55 and 026-341-56  
Benefitted Parcels: 026-341-13 and 026-341-51



Recording Requested by and  
When Recorded Mail To:

Garrett D. Gordon, Esq.  
Lewis Roca Rothgerber Christie LLP  
One East Liberty Street, Suite 300  
Reno, Nevada 89501-1922

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

  
\_\_\_\_\_  
Signature of Declarant or Agent

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this 25<sup>th</sup> day of OCTOBER 2017, by and between CHAIRMAN OF THE BOARD OF TRUSTEES OF FIRST CHURCH OF THE NAZARENE OF SPARKS, NEVADA, AND HIS SUCCESSORS, A CORPORATION SOLE, a Nevada Non-Profit Corporation Sole ("Grantor"), and LISHA LIU, an individual ("Grantee") (each a "Party" and collectively "Parties").

### RECITALS:

**WHEREAS**, Grantor owns certain real property situated in the County of Washoe, State of Nevada commonly known as Assessor's Parcel Numbers 026-341-55 and 026-341-56, respectively, and more particularly described on Exhibit A and Exhibit A-1 attached hereto, which are incorporated by this reference (collectively, the "Burdened Property").

**WHEREAS**, Grantee owns certain real property situated in the County of Washoe, State of Nevada commonly known as Assessor's Parcel Numbers 026-341-13 and 026-341-51, respectively, and more particularly described on Exhibit B and Exhibit B-1

attached hereto, which are incorporated by this reference (collectively, the "Benefitted Property").

**WHEREAS**, Grantor desires to grant Grantee a perpetual access and utility easement across the Burdened Property to access Garfield Drive as more particularly described on Exhibit C and depicted in Exhibit C-1 attached hereto (such area referred to herein as the "Easement Area"), which are incorporated by this reference.

**WHEREAS**, Grantor desires to grant Grantee a non-exclusive, temporary construction and fill easement in, on, over, under, and across the Burdened Property for purposes of the installation and construction of: (i) private right of way improvements consisting of a private street, sidewalks, curb and gutters, including all grading, cuts, fills and landscaping necessary thereto; and (ii) underground utility facilities, consisting of a water main, gas main, sewer main, storm drain main, and site utilities (electric, cable television, and/or phone), and related utility improvements to provide access and utility service to the Benefitted Property (such improvements referred to collectively as the "Improvements")

**WHEREAS**, Parties desire to enter this Agreement providing for perpetual access and utility easement and temporary construction and fill easement across the Burdened Property for the purpose of constructing a private street within the Easement Area.

**WHEREAS**, Parties acknowledge that the private right of way and the Improvements made in the Easement Area may be dedicated, at Grantee's sole discretion, to the applicable governmental and/or utility entity.

NOW THEREFORE, for good and valuable consideration, the adequacy, receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. GRANT OF EASEMENT.

1.1 Access and Utility Easement. Grantor grants to Grantee and its Benefitted Persons (as defined in Section 7.11) a perpetual, non-exclusive access, utility and landscape easement sixty-five feet (65') in width (the "Access Easement") in, to, over, under, along, and across the Easement Area as more particularly described in Exhibit C and depicted in Exhibit C-1, for the purpose described in Section 2 of this Agreement.

1.2 Termination of Access Easement. The Access Easement shall automatically terminate as to those portions of the Easement Area in which the Improvements are constructed, dedicated and accepted for public use by the applicable governmental and/or utility entity, such termination to be effective upon recordation of a dedication instrument (e.g. tract map, final map, parcel map and/or dedication deed) to the applicable governmental and/or utility entity indicating that such portion of the Easement Area has been accepted for public use.

1.3 Temporary Construction and Fill Easement. Grantor hereby grants to Grantee and its Benefitted Persons (as defined in Section 7.11) a temporary, non-exclusive easement fifty-five feet (55') in width west of the Easement Area ("Temporary Construction and Fill Easement") in, to, over, under, along, and across the temporary construction easement area, as more particularly described in Exhibit C-1 and Exhibit C-2 attached hereto, for the purpose of carrying out the construction, grading and fill work necessary for the construction of the private street within the Easement Area. The term of use of said Temporary Construction and Fill Easement on the Burdened Property shall commence upon the recordation of this document and shall terminate upon the completion of the private street within the Easement Area. Grantee agrees to return the Temporary Construction and Fill Easement area to substantially the same condition in which the same was found.

## 2. PURPOSE OF EASEMENT.

2.1 Grantee's Use of Easement Area. The Easement is granted for the purposes of access, ingress and egress, landscaping, maintenance and operation of underground utilities, and temporary construction activities in, to, over, under, along, and across the Easement Area for the benefit of the Benefitted Property, Grantee, and Grantee's Benefitted Persons. Grantee and its Benefitted Persons may use the Easement Area for vehicular and pedestrian access, ingress, and egress to the Grantee Property and for the construction and dedication of the Improvements. Grantee's right to use the Easement Area includes the right to construct, maintain, repair and replace all Improvements (as defined herein).

2.2 Compliance with Laws. All work by or on behalf of Grantee within the Easement Area shall be conducted in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to all rules, regulations, and procedures of the applicable utility and local government with jurisdiction over such work. Grantee shall obtain all permits and approvals required to construct the Improvements.

2.3 Grantor's Right to Use. Except as to rights herein granted, Grantor retains the right to use the Easement Area in any reasonable manner which Grantor desires, provided that Grantor shall not construct or maintain any building, permanent structure, walls, fences, or barriers of any kind within the Easement Area, or in any other manner

obstruct, impair, or interfere with the reasonable exercise of Grantee's rights granted herein.

3. IMPROVEMENTS

3.1 Construction. It is the Parties mutual intent that the Easement Area be used for the construction of (i) private right of way improvements consisting of a private street, sidewalks, curb and gutters, including all grading, cuts, fills and landscaping necessary thereto; and (ii) underground utility facilities, consisting of a water main, gas main, sewer main, storm drain main, and site utilities (electric, cable television, and/or phone), and related utility improvements to provide access and utility service to the Benefitted Property. At Grantee's sole discretion, the Improvements to be constructed within the Easement Area may be dedicated to the appropriate governmental and/or public utility entities for public use and for access and utility service to the Benefitted Property. All utilities installed within the Easement Area shall be installed underground.

3.2 Cost. Grantee shall be solely responsible for the construction, dedication, and costs related to the Improvements ("Improvement Costs"). As used herein, Improvement Costs shall mean all actual third party costs incurred in connection with the performance, installation, maintenance, and repair of the Improvements, including, without limitation, the costs of labor, materials, and supplies, all engineering, consultant and legal fees incurred in connection with constructing the Improvements (including any required landscaping), and causing the applicable governmental or utility entity to accept the dedication of the Improvements.

4. EASEMENT SUBJECT TO EXISTING MATTERS. The Easement is subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title, which are of record and affect the Easement Area as of the date this Agreement is recorded ("Title Matters"); however, all lien and encumbrance holders shall agree to subordinate its lien and/or encumbrance to this Easement, as to the Easement Area only, and all current and future lenders shall provide written evidence of such subordination. The use of the word "grant" in this Agreement shall not be construed as a covenant against the existence of any such Title Matters.

5. INDEMNIFICATION/INSURANCE

5.1 Grantee Indemnification. Grantee agrees, for itself and its affiliate successors and assigns, to indemnify, defend and hold harmless Grantor, and their respective members, managers, employees, agents, and affiliates (collectively, "Indemnitees") against any and all claims, demands, liabilities, causes of action, costs, and expenses (including attorney fees) made against or incurred by the Indemnitees, for injury, damage, or loss to persons or property, resulting from, caused by or in any way connected with or incident to (i) the use by Grantee of the Easement or Burdened Property, or (ii) Grantee's breach of this Agreement. Without limiting the foregoing, Grantee agrees to

indemnify, defend, and hold harmless Indemnitees and the Burdened Property from and against any mechanic's liens or claims arising from work or materials furnished to the Burdened Property by or at the request of Grantee or its contractors and Grantee agrees to cause any such liens to be released, within ten (10) days after Grantor notifies Grantee of any such claim, by payment of the claim or issuance of a statutory lien release bond in accordance with Nevada Revised Statute Section 108.2413. This Section shall automatically terminate if the Improvements are dedicated and accepted for public use by the applicable governmental and/or utility entity.

5.2 Grantor Indemnification. Grantor agrees, for itself and its affiliate successors and assigns, to indemnify, defend, and hold harmless Grantee, and its members, managers, employees, agents, and affiliates (collectively, "Grantee Indemnitee") against any and all claims, demands, liabilities, causes of action, costs, and expenses (including attorneys' fees) made against or incurred by Grantee Indemnitee, for injury, damage, or loss to persons or property, resulting from, caused by or in any way connected with or incident to Grantor's breach of this Agreement. This Section shall automatically terminate if the Improvements are dedicated and accepted for public use by the applicable governmental and/or utility entity.

5.3 Insurance. Prior to the use of the Grantor Property pursuant to this Agreement, and at all times thereafter during the term of this Agreement, Grantee shall, at Grantee's expense, maintain a commercial general liability insurance policy as provided in this Section to cover its activities on the Grantor Property. Concurrent with execution of this Agreement, Grantee shall deliver to Grantor a certificate of insurance evidencing insurance coverage in compliance with the terms of this Section. The commercial general liability insurance policy shall have a combined liability limit of at least One Million and 00/100 Dollars (\$1,000,000.00) and property damage limits of at least One Million and 00/100 Dollars (\$1,000,000.00) including coverage for both owned and non-owned vehicles). The liability insurance policy shall be primary and noncontributing with any insurance which may be carried by Grantor, and shall name Grantor as additional insured.

6. DEDICATION:

6.1 Grantee's Discretion. Grantor agrees that Grantee may, in its sole and absolute discretion, seek to dedicate some or all of the Improvements and private right of way to the applicable governmental and/or utility entity.

7. MISCELLANEOUS:

7.1 Notices and Communications. All notices, approvals and other communications provided for in this Agreement or given in connection with this Agreement shall be validly given, made, delivered or served, if in writing, and delivered personally by electronic mail or sent by nationally recognized overnight courier (e.g., Federal Express, Airborne, UPS) for next-day or next-business-day delivery, to the address

of the intended recipient at its address as set forth below, or to such other addresses as either Party may from time to time designate in writing and deliver in a like manner.

If to Grantor: First Church of the Nazarene of Sparks  
2200 El Rancho Drive,  
Sparks, NV 89431  
Attn: Todd Renegar  
Email: [trenegar@sparksnaz.org](mailto:trenegar@sparksnaz.org)

with copy to:

If to Grantee: Lisha Liu  
3320 Cityview Terrace  
Sparks, Nevada 89431  
Email: [lsliu20@gmail.com](mailto:lsliu20@gmail.com)

with copy to: Lewis Roca Rothgerber Christie LLP  
One East Liberty St. Ste. 300  
Reno, Nevada 89501  
Attn: Garrett Gordon, Esq.  
Email: [ggordon@lrrc.com](mailto:ggordon@lrrc.com)

Notices, approvals and other communications provided for in this Agreement shall be deemed delivered upon personal delivery, upon confirmed facsimile transmission during normal business hours (Monday through Friday, 8:30 a.m. – 5:00 p.m. Sparks, Nevada time), or on the next business day following deposit with a nationally recognized overnight courier, as herein above provided, prepaid and addressed as set forth above.

7.2 Attorney Fees. In the event either Party finds it necessary to bring any action, arbitration or other proceeding against the other Party hereto to enforce any of the terms, covenants or conditions hereof, the Party prevailing in any such action, arbitration or other proceeding shall be paid all reasonable costs and reasonable attorney fees by the non-prevailing Party, and in the event any judgment is secured by said prevailing Party, all such costs and attorney fees shall be included therein, such fees to be set by the arbitrator.

7.4 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties hereto. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not

a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

7.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by the Parties hereto.

7.6 Governing Law and Venue. This Agreement is entered into in Nevada and shall be construed and interpreted under the laws of the State of Nevada without giving effect to principles of conflicts of law. Each Party hereby irrevocably submits to the exclusive jurisdiction of any court of the State of Nevada located in the County of Washoe in any action, suit or proceeding arising out of or relating to this Agreement or any of the transactions contemplated hereby, and agrees that any such action, suit or proceeding shall be brought only in such court. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action, suit or proceeding brought in such a court and any claim that any such action, suit or proceeding brought in such a court has been brought in an inconvenient forum.

7.7 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

7.8 Runs with the Land. The easements, covenants, conditions, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes upon the Burdened Property and the Benefitted Property and shall run with the land. This Agreement shall bind and inure to the benefit of the Parties and their respective heirs, personal representatives, tenants, successors and/or assigns.

7.9 Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one Agreement.

7.10 Privity. This Agreement shall create privity of contract and estate with and among all grantors and grantees of all or any part of the Parcels and their respective heirs, executors, administrators, successors and assigns.

7.11 Benefitted Persons. Except as otherwise specifically set forth in this Agreement to the contrary, all rights and obligations of each Party set forth in this Agreement shall extend to the benefit and obligation of each Party's employees, agents, contractors, tenants, owners, officers, managers, licensees, guests, customers and business

invitees, and any assignee, successor-in-interest or future owner(s) of the Burdened Property and Benefitted Property (collectively, the "Benefitted Persons").

*[SIGNATURES ON THE FOLLOWING PAGE]*



IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written

"GRANTOR"	"GRANTEE"
<p>CHAIRMAN OF THE BOARD OF TRUSTEES OF FIRST CHURCH OF THE NAZARENE OF SPARKS, NEVADA, AND HIS SUCCESSORS, A CORPORATION SOLE, a Nevada Non-Profit Corporation</p> <p>By: <u>Todd W. Renegar</u></p> <p>Name: <u>TODD W. RENEGAR</u></p> <p>Its: <u>Chairman of Board</u></p>	<p>LISHA LIU, an Individual</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>Lisha Liu</u></p>

[Notary Page Follows]

STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

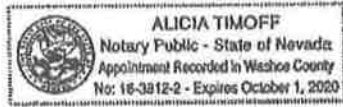
This instrument was acknowledged before me this 24 day of OCTOBER, 2017, by TODD W. RENEE as Chairman of the Board of Trustees of First Church of the Nazarene of Sparks, Nevada, and His Successors, A Corporation Sole, on behalf of said entity.



*Alicia Timoff*  
\_\_\_\_\_  
Notary Public

STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me this 25 day of OCTOBER, 2017, by LISHA LIU.



*Alicia Timoff*  
\_\_\_\_\_  
Notary Public

Exhibit "A"  
(Legal Description of Burdened Parcel 026-341-56)

All that certain real property situate in the City of Sparks, Count of Washoe, State of Nevada, being a portion of the Southeast One-Quarter (SE 1/4) of Section 31, Township 20 North, Range 20 East, M.D.M., described as follows:

The North One-Half (N1/2) and a portion of the South One-Half (S1/2) of Parcel 1 of Parcel Map No. 3601, recorded December 30, 1999 as File No. 241609 in the official Records of Washoe County, Nevada, more particularly described as follows:

Commencing at the Northwest corner of said Parcel 1, as shown on said Parcel Map No. 3601, said point being on the southerly right-of-way line of Wedekind Road and the TRUE POINT OF BEGINNING;

Thence along said southerly right-of-way line, South 81°53'26" East, a distance of 10.68 feet to the beginning of a tangent curve to the left, concave northerly

Thence continuing along said southerly right-of-way line and along said curve to the left having a radius of 920 feet, through a central angel of 06°03'25", for an arc length of 97.26 feet;

Thence continuing along said southerly right-of-way line, South 87°56'51" East, a distance of 57.38 feet to the Northeast corner of said Parcel 1;

Thence along the east line of said Parcel 1 South 01°20'36" West, a distance of 501.48 feet;

Thence leaving said east line, North 89°17'40" West, a distance of 165.00 feet to a point on the west line of said Parcel 1;

Thence along said west line, North 01°20'36" East, a distance of 511.62 feet to the Northwest corner of said Parcel 1 and the TRUE POINT OF BEGINNING.

This parcel contains 83,286 square feet or 1.91 acres more or less.

Exhibit "A-1"  
(Legal Description of Burdened Parcel 026-341-55)

All that certain real property situate in the City of Sparks, County of Washoe, State of Nevada, being a portion of the Southeast One-Quarter (SE 1/4) of Section 31, Township 20 North, Range 20 East, M.D.M. as described as follows:

Parcel "B" of Parcel Map No. 1083, recorded April 16, 1980, as File No. 668113 in the Official Records of Washoe County, Nevada, together with a portion of the South One-Half (S 1/2) of Parcel 1 of Parcel Map No. 3601, recorded December 30, 1999, as File No. 2410609 in the Official Records of Washoe County, Nevada more particularly described as follows:

Commencing at the Northwest corner of said Parcel "B", as shown on said Parcel Map No. 1083, said point being on the easterly right-of-way of El Rancho Drive and the **TRUE POINT OF BEGINNING**;

Thence leaving said easterly right-of-way line, North 62°22'42" East, a distance of 203.99 feet;

Thence South 81°45'24" East, a distance of 372.70 feet to the Northeast corner of said Parcel "B", said point being on the west line of Parcel 1 of said Parcel Map No. 3601;

Thence along said west line of said Parcel 1, North 01°20'36" East, a distance of 4.32 feet;

Thence leaving said west line, South 89°17'40" East, a distance of 165 feet to a point on the east line of said Parcel 1;

Thence along said east line, South 01°20'36" West, a distance of 202.00 feet to the Southeast corner of said Parcel 1;

Thence leaving said east line and along the south line of said Parcel 1, North 89°17'40" West, a distance of 153.86 feet to the beginning of a tangent curve to the left, concave southeasterly;

Thence continuing along said south line and curve to the left having a radius of 530 feet, through a central angle of 01°12'17", for an arc length of 11.14 feet to a point on the northerly right-of-way line of Garfield Drive;

Thence along said northerly right-of-way line and along a curve to the left, concave southeasterly, having a radius of 530.00, a chord bearing South 75°56'23" West, a chord distance of 248.56 feet, through a central angle of 27°07'22", for an arc length of 250.89 feet;

Thence continuing along said northerly right-of-way line, South  $62^{\circ}22'42''$  West, a distance of 128.61 feet to the beginning of a tangent curve to the right, concave northeasterly;

Thence along said curve to the right having a radius of 40.00 feet, through a central angle of  $90^{\circ}00'00''$ , for an arc length of 62.83 feet to a point on the easterly right-of-way line of El Rancho Drive;

Thence along said easterly right-of-way line, North  $27^{\circ}37'18''$  West, a distance of 293.13 feet to the **TRUE POINT OF BEGINNING**.

**Exhibit "B"**

**(Legal Description of Benefitted Parcel 026-341-13)**

**Lots 26 and 27 of P.J. KELLY'S RANCH, SUBDIVISION OF TOWNSHIPS 19 AND 20 NORTH, RANGE 20 EAST, according to the map thereof, filed in the Office of the County Recorder of Washoe County, State of Nevada, on January 9, 1905.**

**Excepting therefrom the South 520.00 feet of Lots 26 and 27, and the East 14 feet of the North 75 feet of Lot 27.**

**A.P.N. 026-341-13**

**The above metes and bounds description was previously recorded in Document No. 4600152 recorded on June 16, 2016.**

Exhibit "B-1"  
(Legal Description of Benefitted Parcel 026-341-51)

A parcel of land located within the Southeast 1/4 of section 31 Township 20 North, Range 20 East, M.D.M., Washoe County, Nevada described as follows:

Commencing at the Northeast corner of that parcel shown on record of survey number 1542, recorded under file number 790746 on the 15th day of April, 1982 at the Washoe County recorders office;

thence South 76 Degrees 26' 55" West along the South line of Wedekind Road, 38.73 feet;  
thence south 84 Degrees 27' 04" West along the South line of Wedekind Road, 94.73 feet to the point of the beginning;

thence South 2 Degrees 26' 32" West, 69.99 feet;

thence South 88 Degrees 24' 57" East, 13.52 feet;

thence South 1 Degree 07' 57" West, 56.46 feet;

thence South 89 Degrees 26' 50" West, 358.83 feet;

thence North 1 Degree 20' 03" East, 432.70 feet to the South line of Wedekind Road

thence South 87 Degrees 57' 24" East along the South line of Wedekind Road, 93.65 feet to the beginning of a curve to the left having a radius of 820.00 feet and a central angle of 7 Degrees 35' 32"; thence along the arc of said curve and South line of Wedekind Road, 108.66 feet;

thence North 84 Degrees 27' 04" East along said South line of Wedekind Road, 117.23 feet to the point of the beginning

Excepting therefrom the following described parcel:

Commencing at the Northeast corner of that parcel shown on record of survey number 1542, recorded under file number 790746 on the 15th of April, 1982 at the Washoe County recorders office;

thence South 76 Degrees 26' 55" West along the South line of Wedekind Road, 38.73 feet;

thence South 84 Degrees 27' 04" West along the South line of Wedekind Road, 94.73 feet;

thence South 2 Degrees 26' 32" West, 69.99 feet;

thence South 88 Degrees 24' 57" West, 13.52 feet;

thence South 1 Degree 07' 57" West, 56.46 feet;

thence South 87 Degrees 42' 14" West, 65.95 feet to the point of the beginning;

thence South 1 Degree 20' 03" East, 100.00 feet;

thence South 88 Degrees 39' 57" East, 100.00 feet to the point of the beginning.

Described parcel contains 3.24 acres.

Basis of bearing for this description is record of survey number 2775

A.P.N. 026-341-51

The above metes and bounds description was previously recorded in Document No. 4600152 recorded on June 16, 2016.

Exhibit "C"  
(Legal Description of Easement Area)

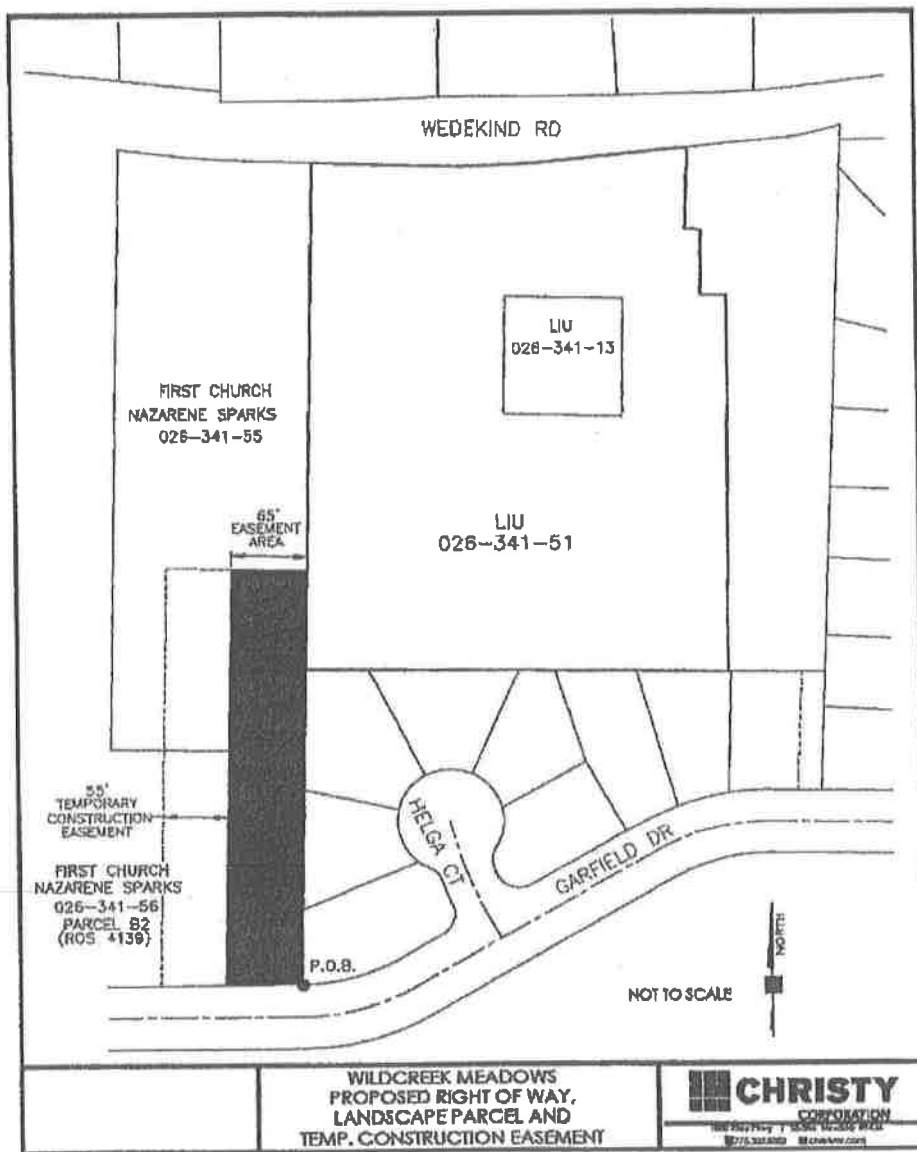
A parcel of land situate in the Southeast One-Quarter (1/4) of Section 31, Township 20 North, Range 20 East, M.D.M., City of Reno, Washoe County, Nevada, being more particularly described as follows:

BEGINNING at a point lying on the northerly right of way line of Garfield Drive and the southeast corner of Parcel B2 of Record of Survey No. 4139, File No. 2734392, Official Records, Washoe County, Nevada; thence North  $89^{\circ} 17' 40''$  West, a distance of 65.00 feet; thence North  $1^{\circ} 20' 36''$  East, a distance of 355.00 feet; thence South  $89^{\circ} 17' 40''$  East, a distance of 65.00 feet; thence South  $1^{\circ} 20' 36''$  West, a distance of 355.00 feet to the POINT OF BEGINNING.

Bearings are based on the Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994, High Accuracy Reference Network (NAD 83/94-HARN).



Exhibit "C-1"  
(Map of Easement Area)



WILDCREEK MEADOWS  
PROPOSED RIGHT OF WAY,  
LANDSCAPE PARCEL AND  
TEMP. CONSTRUCTION EASEMENT

**CHRISTY**  
CORPORATION  
100 West 7th Street, Suite 1000, Boise, ID 83702  
208.333.8888 christycorp.com

Exhibit "C-2"  
(Legal Description of Temporary Construction and Fill Easement)

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

A parcel of land situate in the Southeast One-Quarter (1/4) of Section 31, Township 20 North, Range 20 East, M.D.M., City of Reno, Washoe County, Nevada, being more particularly described as follows:

COMMENCING at a point lying on the northerly right of way line of Garfield Drive and the southeast corner of Parcel B2 of Record of Survey No. 4139, File No. 2734392, Official Records, Washoe County, Nevada; thence North  $89^{\circ} 17' 40''$  West, a distance of 63.00 feet to the TRUE POINT OF BEGINNING; thence North  $89^{\circ} 17' 40''$  West, a distance of 55.00 feet; thence North  $1^{\circ} 20' 36''$  East, a distance of 355.00 feet; thence South  $89^{\circ} 17' 40''$  East, a distance of 55.00 feet; thence South  $1^{\circ} 20' 36''$  West, a distance of 355.00 feet to the TRUE POINT OF BEGINNING.

Bearings are based on the Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994, High Accuracy Reference Network (NAD 83/94-HARN).



# WASHOE COUNTY RECORDER

OFFICE OF THE COUNTY RECORDER  
LAWRENCE R. BURTNES, RECORDER

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE (775) 328-3661  
FAX (775) 325-8010

### LEGIBILITY NOTICE

The Washoe 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 rights 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.

Casey Stiteler  
Signature

1/11/2018  
Date

Casey Stiteler  
Printed Name

**CERTIFIED COPY**  
THE FOREGOING DOCUMENT IS A FULL,  
TRUE AND CORRECT COPY OF THE  
RECORD IN THE OFFICE OF THE COUNTY  
RECORDER, WASHOE COUNTY, NEVADA.  
WITNESS MY HAND AND SEAL THIS  
11<sup>th</sup> DAY OF January, 20 18  
LAWRENCE R. BURTNES, COUNTY RECORDER  
BY: Casey Stiteler DEPUTY

Per NRS 239B the SSN may be redacted, but in no way  
affects the legality of the document.