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DOC # 0711989  
10/29/2007 02:14 PM Deputy: DW  
OFFICIAL RECORD  
Requested By:  
COPPER PEAK LLC

Assessor's Parcel Number: 1320-30-802-019

1320-30-802-020

Recording Requested By: 1320-30-802-021

Name: COPPER PEAK LLC

Address: 1615 Hwy 395 N. STE A

City/State/Zip Minden, NV 89423

Real Property Transfer Tax: \_\_\_\_\_

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 15 Fee: 31.00  
BK-1007 PG- 7762 RPTT: 0.00



GRANT OF EASEMENT; ABANDONMENT OF EASEMENT.  
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

**GRANT OF EASEMENT; ABANDONMENT OF EASEMENT;  
DECLARATION OF COMMON DRIVE EASEMENT  
RIGHTS AND RESPONSIBILITIES**

THIS INDENTURE and DECLARATION is made this 25<sup>th</sup> day of October, 2007, by and between **COPPER PEAK, LLC**, a Nevada Limited Liability Company (hereinafter, "CP"), **H&S CONSTRUCTION, INC.**, a Nevada corporation (hereinafter, "H&S"), and **BANK OF AMERICA, N.A.**, as successor in interest to **Bank Building Inc.**, (hereinafter, "BANK"). The declarations and covenants contained in this instrument are based on the following factual recitals which constitute an integral part of this agreement:

A. BANK is the owner of a certain improved parcel of land in Minden, Douglas County, Nevada, commonly known as 1646 Highway 395, Minden, Nevada, bearing Douglas County APN **1320-30-802-019** (hereinafter, "**Parcel 1**") and as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference. The property is improved with an office building and is being occupied by Bank of America.

B. H&S is the owner of a certain improved parcel of land in Minden, Douglas County, Nevada, commonly known as 1650 Highway 395, Minden, Nevada, bearing Douglas County APN **1320-30-802-020** (hereinafter, "**Parcel 2**") and as more particularly described in **Exhibit B** attached hereto and incorporated herein by reference. The property is improved with an office building and is leased to various tenants.

A. CP is the owner of an unimproved parcel of land in Minden, Douglas County, Nevada, commonly known as 1652 Highway 395, Minden, Nevada, bearing Douglas County APN **1320-30-802-021** (hereinafter, "**Parcel 3**") and as more particularly described in **Exhibit C** attached hereto and incorporated herein by reference.

D. Parcel 3 is subject to a twenty-four foot (24') easement on the southernly portion of the parcel dedicated for emergency vehicle access for the use and benefit of all three parcels (Parcels 1, 2, and 3). The said easement is more particularly described and depicted in that certain Parcel Map for Bank Building, Inc., recorded November 25, 1991 as Document No. 265804, in Book 1191, at Page 4010 in the Douglas County Official Records (hereinafter, the "Emergency Easement").

E. CP intends to improve Parcel 3 and, as a condition of approval from the governing authority, desires to have the Emergency Easement abandoned and replaced with a new easement across Parcel 3, the use of which shall be expanded to be a nonexclusive, common driveway for access purposes for the benefit of the three Parcels described herein.

F. The parties hereby set forth the present and future rights and obligations of the parties regarding the maintenance and use of the common driveway.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The parties hereto hereby agree and acknowledge that the Emergency Easement described herein shall be, and is hereby, deemed abandoned for all purposes or uses as may exist as of the date hereof. Each party hereby releases, waives and relinquishes any and all right, title and interest in and to the Emergency Easement and title to the underlying property shall revert to CP, its successors and assigns, free and clear of the Emergency Easement.

2. CP hereby grants to H&S and BANK, for their benefit and of their successors and assigns, a nonexclusive easement for access and driveway purposes over that portion of Parcel 3 that is approximately 25 to 30 feet in width, and 233.95 feet in length, as more particularly described and depicted in **Exhibit D** attached hereto and incorporated herein by reference (hereinafter, the "Driveway Easement"). CP intends

that the Driveway Easement granted herein will be used for ingress and egress to the respective Parcels and shall include the curbs, gutters, and sidewalks, as may be constructed by CP.

3. The parties hereto acknowledge and agree that the parties, as owners of the referenced Parcels, their successors and assigns, shall exercise reasonable care in their use of the Driveway Easement so as to not cause more than normal wear and tear on the same.

4. Except as otherwise provided herein, CP shall be responsible for the repair and maintenance of the Driveway Easement.

5. The rights and obligations created by this agreement shall be deemed to run with the land of the respective Parcels 1, 2, and 3 and shall be for the benefit of and inure to the parties, their successors and assigns, their agents, employees, business invitees, tenants and guests of tenants, and shall burden the parcels perpetually. The rights granted in this instrument shall not be further assignable by the parcel owners except as an appurtenance to and in conjunction with the sale or subdivision of the respective Parcels 1, 2, and 3.

DONE THIS DAY AND YEAR FIRST WRITTEN ABOVE.

**PARCEL 1 OWNER**

**BANK BUILDING INC.,**  
a \_\_\_\_\_ corporation,

By \_\_\_\_\_  
\_\_\_\_\_

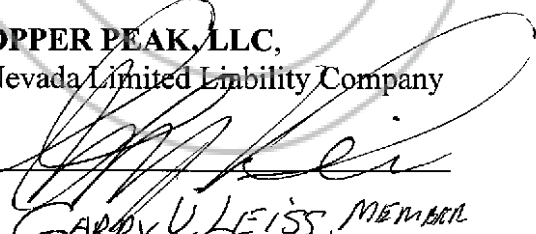
**PARCEL 2 OWNERS**

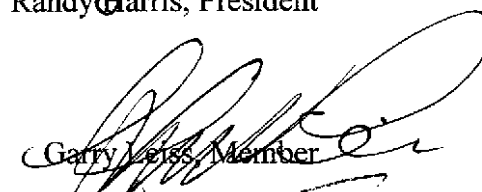

**H&S CONSTRUCTION, INC.,**  
a Nevada corporation

  
Randy Harris, President

**PARCEL 3 OWNER**

**COPPER PEAK, LLC,**  
a Nevada Limited Liability Company

By   
GARRY U. LEISS, MEMBER

  
Garry Leiss, Member  
By   
Gregg Leiss, Member



STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

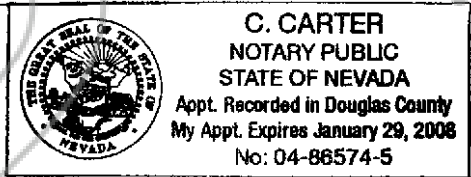
On \_\_\_\_\_, 2007, before me, a notary public, personally appeared \_\_\_\_\_, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEVADA )  
 ) ss:  
COUNTY OF DOUGLAS )

On \_\_\_\_\_, 2007, before me, a notary public, personally appeared RANDY HARRIS, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

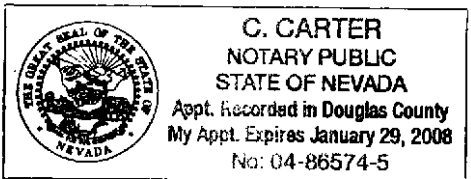
\_\_\_\_\_  
Notary Public



STATE OF NEVADA )  
 ) ss:  
COUNTY OF DOUGLAS )


On June 14, 2007, before me, a notary public, personally appeared GARRY LEISS, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

  
\_\_\_\_\_  
Notary Public



STATE OF NEVADA )  
 ) ss:  
COUNTY OF DOUGLAS )

On June 14, 2007, before me, a notary public, personally appeared GREGG LEISS, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

  
\_\_\_\_\_  
Notary Public



BK- 1007  
PG- 7766

STATE OF Nevada )  
COUNTY OF Douglas ) ss:

On 6-14-, 2007, before me, a notary public, personally appeared Randall  
Haveri's, personally known (or proved) to me to be the person whose name is subscribed  
to the above instrument who acknowledged that he executed the instrument.

Mary Kelsh  
Notary Public

STATE OF NEVADA )  
COUNTY OF DOUGLAS ) ss:



On \_\_\_\_\_, 2007, before me, a notary public, personally appeared RANDY HARRIS,  
personally known (or proved) to me to be the person whose name is subscribed to the above instrument who  
acknowledged that he executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEVADA )  
COUNTY OF DOUGLAS ) ss:

On \_\_\_\_\_, 2007, before me, a notary public, personally appeared GARRY LEISS,  
personally known (or proved) to me to be the person whose name is subscribed to the above instrument who  
acknowledged that he executed the instrument.

\_\_\_\_\_  
Notary Public

that the Driveway Easement granted herein will be used for ingress and egress to the respective Parcels and shall include the curbs, gutters, and sidewalks, as may be constructed by CP.

3. The parties hereto acknowledge and agree that the parties, as owners of the referenced Parcels, their successors and assigns, shall exercise reasonable care in their use of the Driveway Easement so as to not cause more than normal wear and tear on the same.

4. Except as otherwise provided herein, CP shall be responsible for the repair and maintenance of the Driveway Easement.

5. The rights and obligations created by this agreement shall be deemed to run with the land of the respective Parcels 1, 2, and 3 and shall be for the benefit of and inure to the parties, their successors and assigns, their agents, employees, business invitees, tenants and guests of tenants, and shall burden the parcels perpetually. The rights granted in this instrument shall not be further assignable by the parcel owners except as an appurtenance to and in conjunction with the sale or subdivision of the respective Parcels 1, 2, and 3.

DONE THIS DAY AND YEAR FIRST WRITTEN ABOVE.

**PARCEL 1 OWNER**

**BANK OF AMERICA, N.A.,** as successor in interest to **Bank Building Inc.,**

By Judy Wilkinson  
Judy Wilkinson  
Asst. Vice President

**PARCEL 3 OWNER**

**COPPER PEAK, LLC,**  
a Nevada Limited Liability Company

By \_\_\_\_\_

**PARCEL 2 OWNERS**

**H&S CONSTRUCTION, INC.,**  
a Nevada corporation


\_\_\_\_\_  
Randy Harris, President

Garry Leiss, Member

By \_\_\_\_\_  
Gregg Leiss, Member

STATE OF TEXAS )  
 ) ss:  
COUNTY OF DALLAS )

On October 18, 2007, before me, a notary public, personally appeared Judy Wilkinson, Asst. Vice Pres., personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

  
\_\_\_\_\_  
Notary Public



STATE OF NEVADA )  
 ) ss:  
COUNTY OF DOUGLAS )

On \_\_\_\_\_, 2007, before me, a notary public, personally appeared RANDY HARRIS, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEVADA )  
 ) ss:  
COUNTY OF DOUGLAS )

On \_\_\_\_\_, 2007, before me, a notary public, personally appeared GARRY LEISS, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEVADA )  
 ) ss:  
COUNTY OF DOUGLAS )

On \_\_\_\_\_, 2007, before me, a notary public, personally appeared GREGG LEISS, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

\_\_\_\_\_  
Notary Public



## EXHIBIT A

That certain real property situate in the County of Douglas, State of Nevada, being more particularly described as follows:

All that real property situate in the Southeast one-quarter of Section 30, Township 13 North, Range 20 East, M.D.M., Douglas County, Nevada, described as follows:

Beginning at the most Northerly corner of Parcel 2, as shown on that certain Parcel Map, recorded October 23, 1979, Document No. 38047; thence along the Southerly right-of-way of U.S. Highway 395 South  $63^{\circ}25'00''$  East 558.95 feet to the Northwesterly corner of that certain parcel described in deed recorded in Book 1079 at Page 1539, Document No. 37892; thence South  $26^{\circ}35'00''$  West 334.00 feet; thence North  $63^{\circ}25'00''$  West 558.95 feet; thence North  $26^{\circ}35'00''$  East 334.00 feet to the POINT OF BEGINNING.

Assessor Parcel Number 1320-30-802-019

## EXHIBIT B

All that real property situate in the Southeast  $\frac{1}{4}$  of Section 30, Township 13 North, Range 20 East, M.D.B.&M., Douglas County Nevada, described as follows:

Parcel 2, as set forth on Parcel Map for BANK BUILDING, INC., filed for record in the office of the County Recorder, Douglas County, State of Nevada on November 25, 1991, in Book 1191, Page 4010, as Document No. 265804.

Assessor Parcel Number 1320-30-802-020

COPY

LEGAL DESCRIPTION

ESCROW NO.: 030804449

All that real property situate in the Southeast 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada described as follows:

Parcel 3, as set forth on Parcel Map for Bank Building, Inc., filed for record in the office of the County Recorder of Douglas County, State of Nevada on November 25, 1991, in Book 1191, Page 4010, as Document No. 265804.

Reference is made to Record of Survey recorded March 20, 2003 in Book 0303, at Page 8642, as Document No. 570468.

Assessors Parcel No. 1320-30-802-021

COPY

COPY



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BK- 1007  
PG- 7774

EXHIBIT D

**LEGAL DESCRIPTION**  
**(Non-Exclusive Access & Drive Easement)**

That portion of the Southeast ¼ of Section 30, Township 13 North, Range 20 East, M.D.B. & M. in the County of Douglas, State of Nevada, being more particularly described as follows:

That portion of Parcel 3 as said parcel is shown on the PARCEL MAP FOR BANK BUILDING INC., recorded in Book 1191 at Page 4010 as Document No. 265804 in the Official Records of said Douglas County, described as follows:

Beginning at the most Westerly corner of said Parcel 3; thence Northeasterly along the Northwesterly line of said Parcel 3, N. 26° 35' 00" E., 125.38 feet; thence S. 63° 25' 00" E., 30.00 feet to the TRUE POINT OF BEGINNING; thence N. 26° 35' 00" E., 30.00 feet; thence S. 63° 25' 00" E., 88.80 feet; thence S. 26° 35' 00" W., 2.00 feet; thence S. 63° 25' 00" E., 23.00 feet; thence S. 26° 35' 00" W., 3.00 feet; thence S. 63° 25' 00" E., 122.15 feet to a point on the Southeasterly line of said Parcel 3; thence Southwesterly along said Southeasterly line S. 26° 35' 00" W., 25.00 feet to a point on said line from which the most Southerly corner of said Parcel 3 bears S. 26° 35' 00" W., 125.38 feet; thence N. 63° 25' 00" W., 233.95 feet to the TRUE POINT OF BEGINNING.

*Note: Exhibit "B" is attached hereto and is hereby made a part of this description.*

Per NRS 111.312, this legal description was prepared by Western Engineering & Surveying Services, whose mailing address is 3032 Silver Sage Drive, Carson City, Nevada 89701.

By: \_\_\_\_\_

David D. Winchell, P.L.S.

Date: \_\_\_\_\_

5/10/07





U.S. HIGHWAY 395

