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APN: 1418-02-410-001, 1418-03-812-001  
1418-02-401-001, 1418-03-812-002

**When Recorded, Mail to:**

Paul P. Flynn  
9101 Alta Drive, Suite 503  
Las Vegas, NV 89145

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 14 Fee: 27.00  
BK-0809 PG- 4662 RPTT: 0.00



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

**RECIPROCAL GRANT OF NON-EXCLUSIVE EASEMENTS**

This Reciprocal Grant of Non-Exclusive Easements (this "Agreement") is made as of the 20 day of August, 2008 (the "Effective Date"), by and among Paul P. Flynn ("Flynn"), Nevada Business Investments, LLC, a Nevada limited liability company ("NBI"), and Patrick K. Willis, as trustee of the Patrick K. Willis Family Trust dated March 28, 2000 ("Willis"). Flynn, NBI, and Willis are sometimes individually referred to as a "Party" and may be collectively referred to as the "Parties":

**RECITALS:**

A. Flynn is the owner of that certain real property located in Douglas County, Nevada, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Flynn Property").

B. NBI is the owner of that certain real property located in Douglas County, Nevada, more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "NBI Property").

C. Willis is the owner of that certain real property located in Douglas County, Nevada, more particularly described in **Exhibit "C"** attached hereto and incorporated herein by this reference (the "Willis Property").

D. The Flynn Property, NBI Property, and Willis Property are sometimes referred to collectively as the "Parcels" herein, and may be individually referred to as a "Parcel".

E. Certain utility lines, and associated improvements are present on the Parcels. These improvements benefit each of the Parcels, but are not presently subject to an easement agreement. The exact locations of these improvements are not currently known.

F. Flynn, NBI, and Willis each desire to enter into this Agreement for the purpose of coordinating the efficient and beneficial use of the Parcels, the utility lines, and their associated improvements through the establishment of non-exclusive as-built easements.

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

**AGREEMENT**

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein.

2. **Grant of Easement: Utility Lines.** Flynn, NBI, and Willis hereby grant to each other, respectively, perpetual, non-exclusive easements over, through, and under those portions of the Flynn Property, NBI Property, and Willis Property, respectively, that have, or are discovered to have, utilities lines on or under such property as of the Effective Date of this Agreement and which are not otherwise subject to a recorded easement for the following purposes: (1) the use, maintenance, repair (including necessary replacements), alteration, and operation of utility lines and improvements consisting of, without limitation, pipelines, distribution lines, foundations, markers, conduits, pull boxes, vaults, valves and valve boxes, switchgear, and any other appurtenances reasonably connected therewith (collectively, the "Utilities Improvements"); and (2) such access, ingress, and egress over the Parcels as may be necessary to enjoy the foregoing rights (collectively, the "Utilities Easement"). The easement granted herein is appurtenant to, and for the benefit of, the Flynn Property, the NBI Property, and the Willis Property and every portion thereof and interest therein. In the event Douglas County or a public or private utility company requires that any such utility line be relocated, then such line shall be moved to the location of an existing recorded easement which is specifically described, if practical. If the relocation to an existing easement area is not practical, then the affected parties agree to cooperate in relocating the utility line to a mutually agreeable location.

3. **Maintenance.**

3.1 **Maintenance Obligations: Utilities Easement.** Flynn and Willis shall maintain the Utilities Improvements in good condition and repair. The owner any of the Parcels benefited by the Utilities Easement may undertake the maintenance required pursuant to this Section 4.1 and shall have the right to obtain contribution or reimbursement for such expense as provided in Section 4.2, below. Any damage to the Parcels caused by maintenance work in the Utilities Easement Area shall be promptly repaired so that the Utilities Easement

Area is restored to a condition substantially similar to its condition prior to the occurrence of such damage.

3.2 Maintenance Costs: Utilities Easement. The owners of the Flynn Property and Willis Property shall equally bear the expense of all necessary maintenance and repair of the Utilities Improvements, including any necessary repair to the Utilities Easement Area occasioned by such maintenance and repair.

4. **Indemnity.** Each Party to this Agreement hereby agrees that such Party (the "Indemnifying Party") shall defend, protect, indemnify, and hold harmless each other Party against any and all damages, losses, expenses, and fines based upon any claim of personal injury or property damage occurring during the term of this Agreement and resulting from the Indemnifying Party's construction upon, or maintenance of, the Utilities Easement Area or Utilities Improvements located upon the property of a different Party to this Agreement (the "Protected Party") except to the extent arising from the Protected Party's own negligence or misconduct, or that of the Protected Party's agents, tenants, licensees, or invitees. In the event that the Protected Party receives notice of any claim potentially implicating the Indemnifying Party's duties under this Section 4, the Protected Party shall inform the Indemnifying Party of the claim as soon as is reasonably possible, and in any event within ten (10) days of receiving notice of such claim. The Protected Party's failure to timely inform the Indemnifying Party of a claim shall waive the Protected Party's rights under this Section 4 as to that claim.

5. **Easements Run With the Land; Successors and Assigns.** The easements created in this Agreement is perpetual in nature, appurtenant to the properties described in Section 2 and 3 of this Agreement, respectively, and shall run with such properties and benefit any owner of any portion of such properties in perpetuity. The provisions of this Agreement shall be binding upon the successors and assigns of Grantor and Grantees. Grantor and Grantees shall be responsible for their respective obligations that accrue during their ownership of their respective parcels; provided, however, in the event that a Party conveys, transfers, assigns, or otherwise disposes of all of its interest in the Flynn Property, NBI Property, or Willis Property, as the case may be, the transferring party shall be released and discharged from any liabilities and obligations under this Agreement that occur after such transfer.

6. **Notices.** All communications which may be, or are required to be, given by a Party to this Agreement shall be properly given if made in writing and sent by: (a) hand delivery; (b) certified mail, return receipt requested; (c) facsimile, provided a confirming copy thereof is also sent in accordance with (a), (b), or (d); or (d) Federal Express or another nationally recognized overnight delivery service for next business day delivery, with all postage, delivery, and other charges paid by the sender and addressed to Grantor or Grantee, as applicable, as follows, or at such other address as each may request in advance in writing. Such notices shall be deemed delivered: (i) by hand, upon actual delivery; (ii) by overnight delivery service, on the next business day after the notice is sent; (iii) by facsimile, on the next

business day after the date the notice is sent; and (iv) if mailed, upon the earlier of actual receipt or three (3) business days after mailing. Refusal of delivery shall be deemed effective delivery. Unless changed as provided in this Section 6, notice addresses are as follows:

If to Flynn:

Paul P. Flynn  
9101 Alta Drive, Suite 503  
Las Vegas, Nevada 89145  
Telephone: 702-880-0800  
Facsimile: 702-880-0900

If to NBI:

Nevada Business Investments, LLC

\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

If to Willis:

Patrick K. Willis Family Trust dated March 28, 2000  
Attn: Patrick K. Willis, Trustee  
P.O. Box 1144  
Sacramento, CA 95812  
Telephone: 916-240-5430  
Facsimile: 916-391-9592

7. **Mechanics' Liens.** The Utilities Easement Area and the Sprinkler Easement Area, respectively, shall be kept free and clear of all liens and encumbrances (including, without limitation, mechanics, materialmens, and other similar liens) arising or alleged to arise as a result of the installation, maintenance, repair, or replacement of the Utilities Improvements or Utilities Easement Area. If any such liens are filed or recorded, the Party responsible for having the relevant work performed (the "Working Party") shall, within thirty (30) days after such filing or recording, cause the same to be discharged of record or bonded over in accordance with applicable law. The Working Party shall notify the Party that owns the property on which the work is to be performed (the "Owner Party") in writing no less than three (3) business days prior to the commencement of construction of any improvements to allow the Owner Party sufficient time to record a Notice of Nonresponsibility pursuant to Chapter 108 of the Nevada Revised Statutes. The Parties hereby agree that the Working Party shall indemnify and hold harmless the Owner Party from and

against any and all mechanics liens arising from work performed at the request of the Working Party and occurring on the property of the Owner Party.

**8. Breach Shall Not Permit Termination.** No breach of this Agreement shall entitle a Party to terminate this Agreement or to bring any action for termination; provided, however, that such limitation shall not impact any other rights that may be available to such Party.

**9. Construction and Interpretation.** It is expressly agreed by the Parties hereto that any uncertainty or ambiguity in this Agreement shall not be interpreted against any one Party. This Agreement shall be governed by the laws of the State of Nevada. The section headings of this Agreement are inserted solely for convenience of reference and are not intended to govern, limit, or aid in the construction of any term or provision hereof.


IN WITNESS WHEREOF the parties hereto have executed this Reciprocal Grant of Non-Exclusive Easements on the date first written above.

THIS DOCUMENT IS BEING  
EXECUTED IN COUNTERPART  
FOR THE PURPOSE OF OBTAINING  
SIGNATURES.


**NEVADA BUSINESS INVESTMENTS, LLC,**  
a Nevada limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**WILLIS:**

  
\_\_\_\_\_  
Patrick K. Willis, as Trustee of  
the Patrick K. Willis Family Trust  
dated March 28, 2000

**FLYNN:**

  
\_\_\_\_\_  
Paul P. Flynn

improvements to allow the Owner Party sufficient time to record a Notice of Nonresponsibility pursuant to Chapter 108 of the Nevada Revised Statutes. The Parties hereby agree that the Working Party shall indemnify and hold harmless the Owner Party from and against any and all mechanics liens arising from work performed at the request of the Working Party and occurring on the property of the Owner Party.

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9. **Construction and Interpretation.** It is expressly agreed by the Parties hereto that any uncertainty or ambiguity in this Agreement shall not be interpreted against any one Party. This Agreement shall be governed by the laws of the State of Nevada. The section headings of this Agreement are inserted solely for convenience of reference and are not intended to govern, limit, or aid in the construction of any term or provision hereof.

IN WITNESS WHEREOF the parties hereto have executed this Reciprocal Grant of Non-Exclusive Easements on the date first written above.

**NEVADA BUSINESS INVESTMENTS, LLC,  
a Nevada limited liability company**

By: *Patrick K. Willis*  
Name: *PATRICK MOORE*  
Its: *MANAGER*

**WILLIS:**

\_\_\_\_\_  
Patrick K. Willis, as Trustee of  
the Patrick K. Willis Family Trust  
dated March 28, 2000

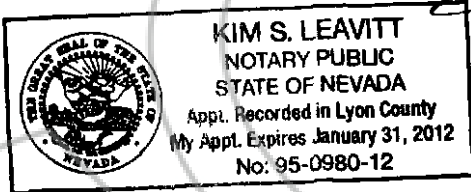
STATE OF \_\_\_\_\_ )  
 )  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by \_\_\_\_\_, as \_\_\_\_\_ of Nevada Business Investments, LLC.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF Nevada )  
 )  
County of Douglas )

This instrument was acknowledged before me on Sept 18, 2008, by Patrick K. Willis, as Trustee of the Patrick K. Willis Family Trust dated March 28, 2000.

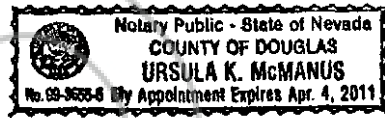


[Signature]  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 1-31-2012

STATE OF Nevada )  
County of Douglas )

This instrument was acknowledged before me on August 13, 2008<sup>9</sup>, by Paul P. Flynn.

Ursula K. McManus  
Notary Public  
My Commission Expires: April 4, 2011



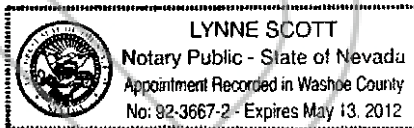
*COPIES*



STATE OF Nevada )  
County of Washoe )

This instrument was acknowledged before me on December 8<sup>th</sup>, 2008, by Patt G. Moore, as Manager of Nevada Business Investments, LLC.

[Signature]  
Notary Public  
My Commission Expires: 5/13/2012



STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by Patrick K. Willis, as Trustee of the Patrick K. Willis Family Trust dated March 28, 2000.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**Exhibit "A"  
Flynn Property**

A portion of the Southwest one-quarter of the Southwest one-quarter of Section 2, Township 14 North, Range 18 East, MDM, Douglas County, Nevada, being more particularly described as follows:

**BEGINNING** at the Southwest corner of said Section 2, also being the Southwest corner of this lease parcel, as shown on the Third Record of Survey for George W. Gillemot, Trustee for the George W. Gillemot Family Trust (Property Line Adjustment), Document No.265676 of the Douglas County Recorder's Office;

thence N. 00°33'30" E., along the Westerly line of said Section 2, 164.76 feet;

thence N. 60°26'06" E., 150.00 feet;

thence S. 39°00'03" E., 121.00 feet;

thence S. 08°40'49" E., 90.93 feet;

thence N. 80°57'19" W., 40.20 feet;

thence 46.47 feet along the arc of a curve to the left having a central angle of 12°06'08" and a radius of 220.00 feet, (chord bears N. 87°00'23" W., 46.38 feet);

thence S. 86°56'33" W., 35.99 feet;

thence 71.51 feet along the arc of a curve to the left having a central angle of 56°54'07" and a radius of 72.00 feet, (chord bears S. 58°29'29" W., 68.60 feet);

thence S. 30°02'26" W., 12.42 feet;

thence 16.43 feet along the arc of a curve to the left having a central angle of 11°28'50" and a radius of 82.00 feet, (chord bears S. 24°18'00" W., 16.40 feet) to a point on the South line of said Section 2;

thence S. 89°46'38" W., along said South line, 28.54 feet to the POINT OF BEGINNING.

Containing 31,801 square feet (0.730 acres) more or less.

**Basis Of Bearing**

The Westerly line of said Section 2 as shown on the Third Record of Survey for George W. Gillemot, Trustee for the George W. Gillemot Family Trust (Property Line Adjustment), Document No.265676 of the Douglas County Recorder's Office (N. 00°33'30" E.)

**PREPARED BY:**

Darryl M. Harris, P.L. S. #6497  
Resource Concepts, Inc.  
P.O. Box 11796  
Zephyr Cove, NV 89448  
(775) 588-7500



**Exhibit "B"**  
**NBI Property**

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

Lot 10 in Block A of Glenbrook Unit 3, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on June 13, 1980, as Document No. 45299, in Book 680 of Maps, Page 1269, and amendment thereto recorded March 3, 1981, in Book 381, Page 117, Document No. 53983.

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

Lot 11 in Block A of GLENBROOK UNIT 3, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on June 13, 1980, as Document No. 45299, in Book 680 of Maps, Page 1269, and amendment thereto recorded March 3, 1981, in Book 381, Page 117, Document No. 53983.

**Exhibit "C"**  
**Willis Property**

A portion of land within portions of the Southwest one-quarter of the Southwest one-quarter of Section 2, and the Southeast one-quarter of the Southeast one-quarter of Section 3, Township 14 North, Range 18 East, MDM, Douglas County, Nevada, for lease purposes being more particularly described as follows:

BEGINNING at a point on the Southerly boundary line of Parcel 3-A, as shown on the Third Record of Survey for George W. Gillemot, Trustee for the George W. Gillemot Family Trust (Property Line Adjustment), Document No.265676 of the Douglas County Recorder's Office, which bears N. 89°46'38" E., 28.54 feet from the Southwest corner of said Section 2;

thence 16.43 feet along the arc of a non-tangent curve to the right, having a central angle of 11°28'50" and a radius of 82.00 feet, (chord bears N. 24°18'00" E., 16.40 feet);

thence N. 30°02'26" E., 12.42 feet;

thence 71.51 feet along the arc of a curve to the right, having a central angle of 56°54'07" and a radius of 72.00 feet, (chord bears N. 58°29'29" E., 68.60 feet);

thence N. 86°56'33" E., 35.99 feet;

thence 46.47 feet along the arc of a curve to the right, having a central angle of 12°06'08" and a radius of 220.00 feet, (chord bears S. 87°00'23" E., 46.38 feet);

thence S. 80°57'19" E., 40.20 feet;

thence N. 08°40'49" W., 90.93 feet;

thence N. 39°00'03" W., 121.00 feet;

thence S. 60°26'06" W., 150.00 feet to a point on the Southerly boundary line of said Parcel 3-A;

thence along the Southerly, Westerly and Northerly boundary lines of said Parcel, the Northerly and Easterly boundary lines of Parcel 3-D of said Record of Survey for George W. Gillemot, and the Southerly boundary lines of said parcels 3-D and 3-A, the following eighteen courses;

1) N. 00°33'30" E., 90.24 feet;



- 2) S. 89°47'27" W., 391.25 feet;
- 3) S. 26°21'25" E., 173.39 feet;
- 4) N. 40°17'16" W., 100.92 feet;
- 5) N. 35°20'53" W., 50.90 feet;
- 6) N. 11°11'18" W., 121.08 feet;
- 7) N. 14°20'33" W., 99.56 feet;
- 8) N. 80°38'10" E., 465.80 feet;
- 9) N. 00°33'30" E., 34.54 feet;
- 10) N. 88°22'24" E., 166.88 feet;
- 11) N. 47°56'17" E., 177.11 feet;
- 12) S. 64°30'20" E., 87.74 feet;
- 13) S. 25°47'36" E., 134.29 feet;
- 14) S. 31°08'54" W., 108.51 feet;
- 15) S. 03°16'02" W., 151.90 feet;
- 16) N. 89°46'38" E., 787.22 feet;
- 17) S. 00°26'30" W., 261.00 feet;
- 18) S. 89°46'38" W., 1133.10 feet to the POINT OF BEGINNING;

Containing 499,122 Square Feet (11.458 Acres) more or less.

**Basis Of Bearing**

The Westerly line of said Section 2 as shown on the Third Record of Survey for George W. Gillemot, Trustee for the George W. Gillemot Family Trust (Property Line Adjustment), Document No.265676 of the Douglas County Recorder's Office (N. 00°33'30" E.)

**PREPARED BY:**

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