

DOC # 823658
05/15/2013 02:20PM Deputy: GB
OFFICIAL RECORD
Requested By:
Ticor Title - Reno (Commer
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 11 Fee: \$24.00
BK-513 PG-4029 RPTT: 0.00



APN # 1220-10-111-001
Escrow 01204251-CD

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

Recording Requested by and Return to:

TICOR TITLE OF NEVADA, INC.
5441 Kietzke Lane, Suite 100

Reno, NV 89511

Development Agreement, Reciprocal Cross
Access Easement, and Maintenance Agreement

(Title on 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 printed clearly in black ink only.



**DEVELOPMENT AGREEMENT,
RECIPROCAL CROSS ACCESS EASEMENT,
AND MAINTENANCE AGREEMENT**

This **DEVELOPMENT AGREEMENT, RECIPROCAL CROSS ACCESS EASEMENT, AND MAINTENANCE AGREEMENT** (this "Agreement") is made effective as of the 15 day of May, 2013 (the "Effective Date") by and between **SIERRA NEVADA SW ENTERPRISES, LTD.**, a Nevada limited liability company ("SNSW"), and **GOLDEN GATE PETROLEUM OF NEVADA, LLC**, a Nevada limited liability company ("Golden Gate"), on the terms and conditions described herein.

WHEREAS, pursuant to that certain Deed dated May 15, 2012, and recorded immediately prior to this Agreement, SNSW conveyed fee simple title to Golden Gate to that certain tract or parcel of land consisting of 50,000 square feet, more or less, located in the Town of Gardnerville, Douglas County, State of Nevada, and more particularly described on **Exhibit 1** attached hereto and incorporated herein by this reference (the "Golden Gate Parcel");

WHEREAS, SNSW is the owner of that certain tract or parcel of land located in the Town of Gardnerville, Nevada, adjacent to the Golden Gate Parcel and more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the "SNSW Parcel");

WHEREAS, pursuant to that certain Purchase and Sale Agreement (the "Contract") dated August 20, 2012 by and between SNSW and Golden Gate, the parties agreed to enter into a development agreement and a reciprocal cross access easement and maintenance agreement; and

WHEREAS, the parties hereto have agreed upon the terms and conditions of the Development Agreement, Reciprocal Cross Access Easement And Maintenance Agreement required by the Contract.

In consideration of the mutual agreements herein contained, and other good valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Grant of SNSW Access Easement.** For the benefit of SNSW, its employees, agents, representatives, independent contractors, customers, invitees, tenants (including, without limitation, SNSW's tenants, employees, agents, representatives, independent contractors, customers and invitees), and successors in interest to the SNSW Parcel and assigns, Golden Gate hereby grants, establishes and creates a perpetual, nonexclusive, cross access easement for vehicular ingress and egress over that portion of the Golden Gate Parcel within the "Private Ingress/Egress Easement" (the "Access Easement"), as shown on the plat entitled "Ingress/Egress



Easement" dated _____, 2012, attached hereto as **Exhibit 2** (the "Easement Plat") from Grant Avenue to the Walmart Drive Aisle (the "Golden Gate Access Easement"). The grant of the Golden Gate Access Easement is subject to and Golden Gate reserves unto itself, its employees, agents, representatives, independent contractors, customers, invitees, tenants (including, without limitation, such tenants' employees, agents, representatives, independent contractors, customers and invitees), successors in interest to the Golden Gate Parcel and assigns, the right to utilize the SNSW Access Easement, for ingress and egress from Grant Avenue to the Walmart Drive Aisle and in any other manner that is not inconsistent with the rights herein conveyed to SNSW.

2. **Grant of Golden Gate Access Easement.** For the benefit of Golden Gate, its employees, agents, representatives, independent contractors, customers, invitees, tenants (including, without limitation, such tenants' employees, agents, representatives, independent contractors, customers and invitees), and successors in interest to the Golden Gate Parcel and assigns, SNSW hereby grants, establishes and creates a perpetual, nonexclusive, cross access easement for vehicular ingress and egress over that portion of the SNSW Parcel within the "Private Ingress/Egress Easement" as shown on the Easement Plat attached hereto as **Exhibit 2** from Grant Avenue to the Walmart Drive Aisle (the Golden Gate Access Easement"). The grant of the Golden Gate Access Easement is subject to and SNSW reserves unto itself, its employees, agents, representatives, independent contractors, customers, invitees (including, without limitation, such tenants' employees, agents, representatives, independent contractors, customers and invitees), successors in interest to the SNSW Parcel and assigns, the right to utilize the Golden Gate Access Easement, for ingress and egress from Grant Avenue to the Walmart Drive Aisle and in any other manner that is not inconsistent with the rights herein conveyed to Golden Gate.

3. **Maintenance of Access Easement.**

(a) Golden Gate covenants and agrees, on behalf of itself and its successors in interest to the Golden Gate Parcel, to maintain and to keep the Access Easement in good order and repair at the expense of Golden Gate. For all purposes of this Agreement, the terms "maintain" and "repair" shall include, without limitation, repairing and replacing the Access Easement road surface and all other necessary work required to maintain the Access Easement area in a condition that will allow for reasonable and safe vehicular access. The Access Easement area is not dedicated to public use, and it will not be maintained by the Town of Gardnerville, Douglas County or by the State of Nevada.

(b) SNSW, or its successor and assigns, shall reimburse Golden Gate for seventy-five percent (75%) ("SNSW's Share") of all reasonable costs and expenses ("Reasonable Maintenance Expenses") incurred by Golden Gate in connection with the performance of the maintenance and repair of the Access Easement within thirty (30) days after SNSW's receipt of (i) a written notice from Golden Gate to pay its share of the maintenance costs and (ii) a written invoice for such expenses, which invoice shall be accompanied by such back-up invoices, receipts, and other materials as are reasonably necessary for SNSW to determine the accuracy of the invoice. If SNSW fails to pay Golden Gate's Share of all such Reasonable Maintenance Expenses within such thirty (30) day period, then (a) any such outstanding amounts due shall thereafter bear



interest at the rate of twelve percent (12%) per annum until paid and (b) Golden Gate shall be entitled to bring an action at law to enforce the paying of the same and shall be entitled to recover reasonable attorney's fees as part of any such judgment.

(c) In the event that Golden Gate fails in any material respect to perform its maintenance and repair obligations under this Agreement with respect to the Access Easement with reasonable diligence, SNSW shall have the right, if such failure has continued for a period of thirty (30) days after written notice thereof to Golden Gate, to enter upon the Access Easement area and perform such maintenance and repair. Twenty-five percent (25%) ("Golden Gate's Share") of all Reasonable Maintenance Expenses incurred by SNSW in connection with the performance of such maintenance and repair of the Access Easement shall be paid by Golden Gate within thirty (30) days after the presentation of a written invoice for such expenses to Golden Gate, which invoice shall be accompanied by such back-up invoices, receipts and other materials as are reasonably necessary for Golden Gate to determine the accuracy of the invoice. If Golden Gate fails to pay SNSW Golden Gate's Share of all such Reasonable Maintenance Expenses within such thirty (30) day period, then (a) any such outstanding amounts due shall thereafter bear interest at the rate of twelve percent (12%) per annum until paid and (b) SNSW shall be entitled to bring an action at law to enforce the payment of the same and shall be entitled to recover reasonable attorney's fees as part of any such judgment.

4. **Site Development Work.**

(a) During any time period when site development work and the construction of improvements is undertaken on the Golden Gate Parcel, Golden Gate and its successors and assigns, shall, at Golden Gate's expense, maintain the Walmart Drive Aisle and the Access Easement clean and free of dirt and debris caused by or in any way related to the site development and construction of improvements on the Golden Gate Parcel; and in the event of the failure to Golden Gate to so maintain the Walmart Drive Aisle and the Access Easement, SNSW may have such maintenance completed at Golden Gate's expense, which expense shall include all reasonable attorney's fees and costs incurred by SNSW to enforce the collection of such expense from Golden Gate.

(b) SNSW shall construct, at its sole cost and expense, the following, to be completed within one hundred twenty (120) days of Close of Escrow: improvements to Grant Avenue, the SNSW Parcel and Golden Gate Parcel to provide right-turn only access to the property from Grant Avenue as depicted on **Exhibit 2** attached hereto; a paved driveway along the boundary between the property and the portion of the SNSW Parcel to the northeast of the property and thence across the SNSW Parcel to the Walmart Drive Aisle, all as generally depicted on **Exhibit 2**. The driveway shall be constructed to Douglas County standards. Golden Gate shall have the obligation to construct curb, gutter, sidewalks, if any, and any other improvements required by Douglas County for the development of the Golden Gate Parcel at its sole cost and expense. To the extent that sound construction practices and the minimization of cost to SNSW dictate, Golden Gate shall construct its curb and gutter and other required improvements in a



sequence and timely manner so as to permit SNSW to complete its obligations under the Purchase and Sale Agreement within 120 days of Close of Escrow.

(c) SNSW shall deliver the Golden Gate Parcel with all utilities stubbed to a boundary of said Golden Gate Parcel.

5. **Indemnification.** Golden Gate agrees to forever indemnify SNSW for and hold SNSW harmless from and against any damages to the SNSW Parcel and the improvements thereon or adjacent thereto, including, without limitation, damages to the Walmart Drive Aisle and the Access Easement, caused by the negligence of Golden Gate and its successors in interest to the Golden Gate Parcel and assigns, or any contractors, subcontractors, or material suppliers engaged or involved in the site development and construction of improvements on the Golden Gate Parcel (except to the extent arising from the gross negligence or willful misconduct of SNSW or its agents or employees).

6. **Easements, Rights, Privileges, Obligations and Agreements to Run with the Land.** The foregoing easements and the attendant rights, privileges, obligations and agreements made, granted, and assumed shall run with the land, including, without limitation, the Golden Gate Parcel and the SNSW Parcel, and shall be binding upon and shall inure to the benefit of SNSW and Golden Gate and their respective successors and assigns.

7. **Entire Agreement.** The Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations, and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

8. **Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Nevada without regard to choice of law rules. Any action arising under this Agreement shall be brought in the Ninth Judicial District Court of the State of Nevada.

9. **Amendment to this Agreement.** No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

10. **Notice.** Any notice required or permitted to be given hereunder shall either be delivered in person or sent via Federal Express or other similar overnight delivery service for next business day delivery and addressed to the party named herein at the following addresses:

SIERRA NEVADA SW ENTERPRISES, LTD.
Attn: James S. Bradshaw
P.O. Box 1700
Dayton, NV 89403



with a copy to: Scarpello & Huss, Ltd.
Attn: Mark Forsberg, Esq.
600 E. William Street, Suite 300
Carson City, NV 89701

GOLDEN GATE PETROLEUM OF NEVADA, LLC

with a copy to:

Any party hereto may from time to time, by written notice to the others, designate a different address which shall be substituted for the one above specified. Unless otherwise specifically provided for herein, all notices, payments, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given and received (a) upon personal delivery or (b) on the immediately succeeding business day after deposit with Federal Express or other similar overnight delivery company for next business day delivery. Any other document or payment required or permitted to be given by any party to another party shall be given in the same manner as a notice in accordance with the preceding provisions of this section.

11. **Successors in Interest.** All provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors of the parties hereto.

12. **No Waiver.** No act or failure to act of any party shall be construed to be a waiver of any provision of this Agreement, unless such waiver is in writing and signed by the party affected.

13. **Counterparts.** This Agreement may be executed in two or more original and/or facsimile counterparts, each of which, when taken together, shall be deemed one fully executed original.

14. **Severability.** If any portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

[The rest of this page is intentionally blank.]



BUYER:

GOLDEN GATE PETROLEUM OF NEVADA, LLC, a Nevada limited liability company

By: *Dennis O'Keefe*
DENNIS O'KEEFE
Its Managing Member

SELLER:

SIERRA NEVADA SW ENTERPRISES, LTD., a Nevada limited liability company

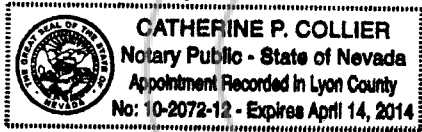
By: **Corporate Management Services, Inc.**, a Nevada Corporation
Its: Manager

By: *James S. Bradshaw*
JAMES S. BRADSHAW
Its: President

STATE OF NEVADA)
)
) : ss.
COUNTY OF Douglas)

On this 17 day of August, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared **DENNIS O'KEEFE**, personally known or proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

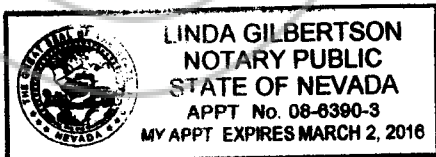


Catherine P. Collier
NOTARY PUBLIC

STATE OF NEVADA)
)
) : ss.
CARSON CITY)

On this 20th day of August, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared **JAMES S. BRADSHAW**, personally known or proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Linda Gilbertson
NOTARY PUBLIC



EXHIBIT 1
DESCRIPTION OF LAND

(To be attached)

Assessor's Parcel No.





**EXHIBIT 1
LEGAL DESCRIPTION**

Escrow No.01204251 CD

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

Lot 1 of the FINAL COMMERCIAL SUBDIVISION MAP for THE MARKETPLACE AT VIRGINIA RANCH (PHASE 1), according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on April 12, 2013, in Book 413, Page 3292, as Document No. 821570 of Official Records.

APN: 1220-10-111-**001**

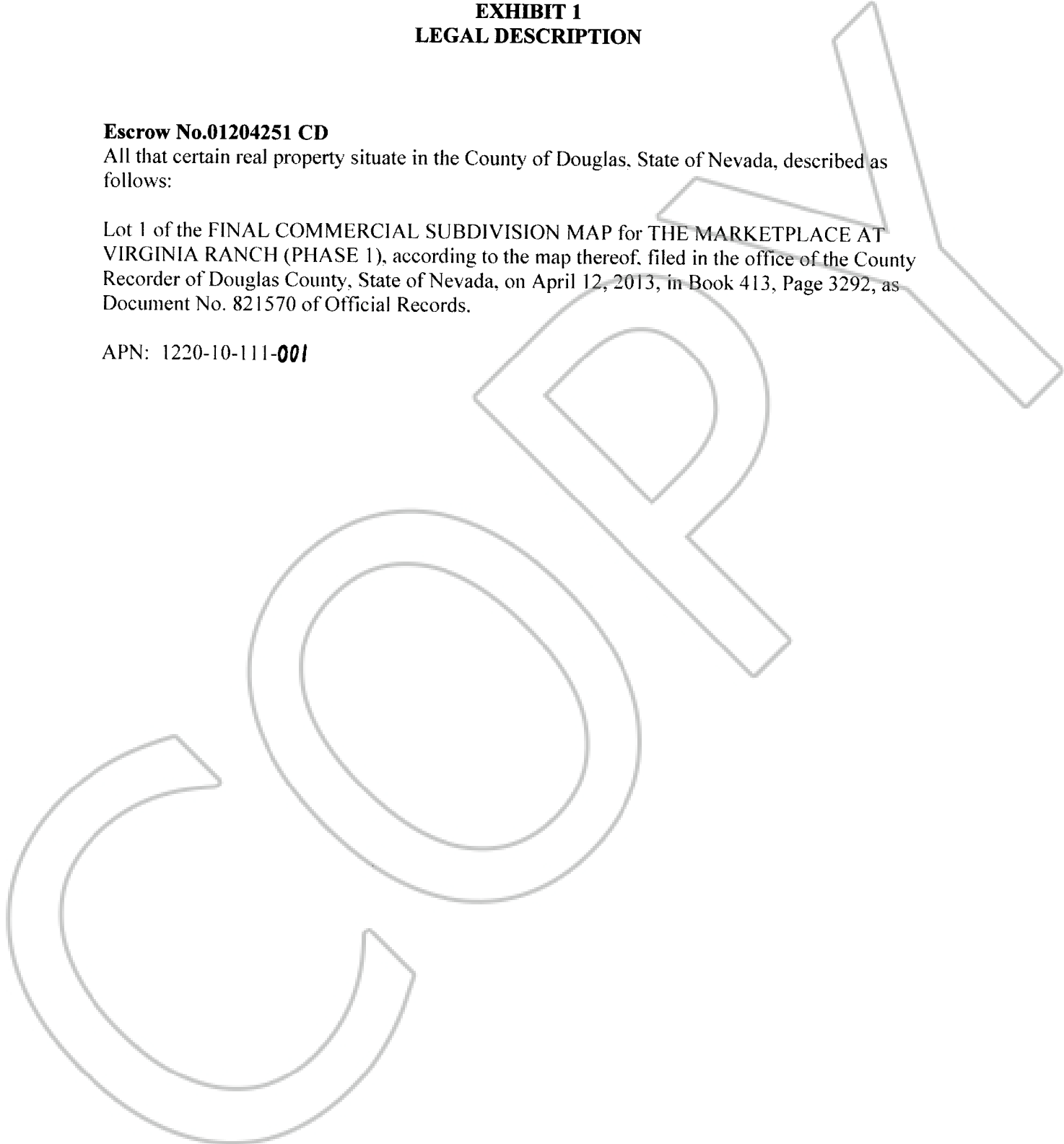
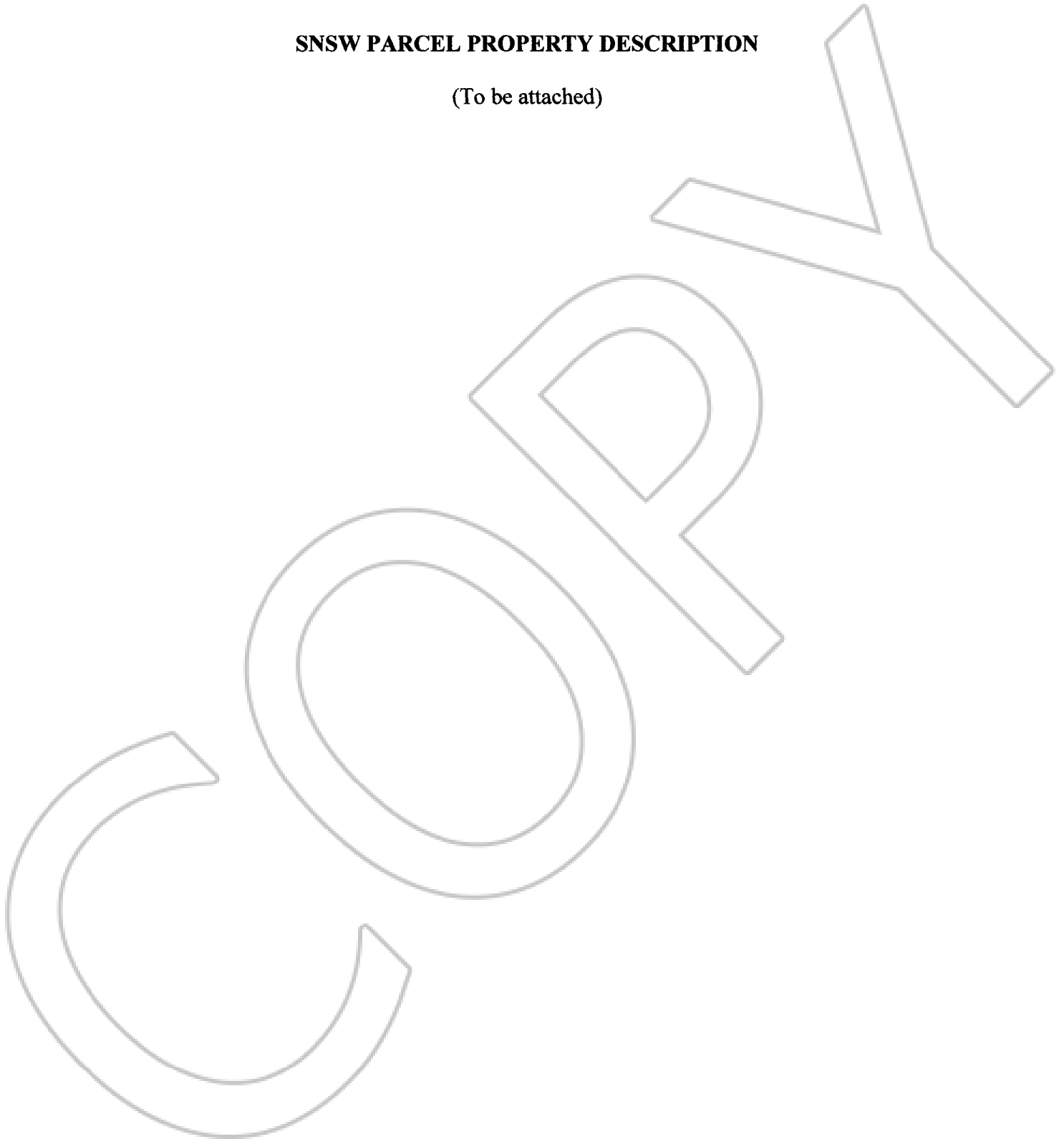


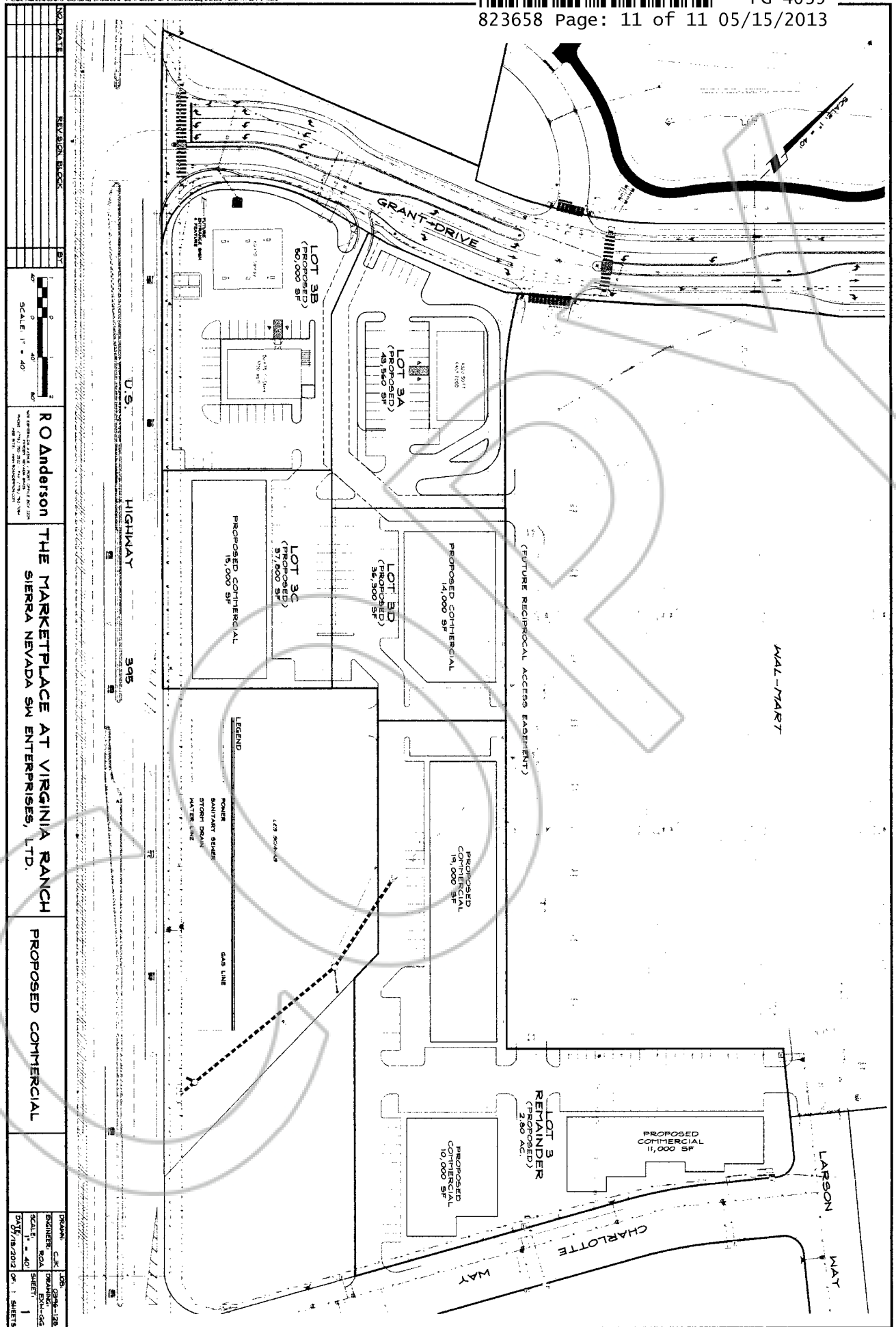


EXHIBIT 2

SNSW PARCEL PROPERTY DESCRIPTION

(To be attached)





NO. DATE	REVISION BLOCK	SCALE 1" = 40'	RO Anderson THE MARKETPLACE AT VIRGINIA RANCH SIERRA NEVADA SM ENTERPRISES, LTD.	PROPOSED COMMERCIAL	DATE 07/18/2012
1					1

EX2