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Doc Number: **0832728**

10/28/2013 04:26 PM

OFFICIAL RECORDS

Requested By:
TSI TITLE & ESCROW

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 17 Fee: \$ 30.00

Bk: 1013 Pg: 5313



Deputy ar

APNs: Burdened Parcel: F/K/A 1418-10-802-003
Benefitted Parcel: F/K/A 1418-10-702-005

Recording Requested by and

When Recorded Mail To:

TSI Title + Escrow

P.O. Box 7197

Stateline, NV

89449

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.

Colleen Graham

Signature of Declarant or Agent

DEED OF EASEMENT AGREEMENT

THIS DEED OF EASEMENT AGREEMENT ("Agreement") is made this 21 day of October 2013, by and between Postmistress Properties L.L.C., a Nevada limited liability company ("Grantor") and CLAF, LLC, a Nevada limited liability company ("Grantee") (each a "Party" and collectively "Parties").

RECITALS:

WHEREAS, Grantor owns certain real property in the unincorporated area of Douglas County, Nevada, called Glenbrook, commonly known as 1949 Glenbrook Inn Road, as adjusted by a certain Record of Survey Supporting a Boundary Line Adjustment, recorded in the office of the County Recorder of Douglas County, Nevada, on October 11, 2013, as Doc # 83207, Book 1013 Page 2756 ("BLA Map"), and more specifically described in Exhibit B attached hereto and made a part hereof (the "Grantor Property");

WHEREAS, Grantee owns certain real property in the unincorporated area of Douglas County, Nevada, called Glenbrook, commonly known as 2055 Glenbrook Road Road, as adjusted by the BLA Map, and more specifically described in Exhibit C attached hereto and made a part hereof (the "Grantee Property");

WHEREAS, Grantor desires to grant Grantee an easement on Grantor's Property, subject to the terms and conditions set forth herein, pursuant to which the Grantor Property will be the burdened parcel and the Grantee Property will be the benefitted parcel;

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 Pedestrian Easement. Grantor hereby grants to Grantee and its successors in interest to the Grantee Property a non-exclusive easement appurtenant to the Grantee Property (the "Easement") across a portion of the Grantor Property as more particularly described as "Parcel A" and "Parcel B" shown in Exhibit A-1 and depicted in Exhibit A-2 attached hereto and incorporated herein by reference (such area referred to herein as the "Easement Area"), for the purpose described in Section 2 of this Agreement.

1.2 Relocation of Easement. In event Grantee is unable to use or access the Easement or is required to relocate the Easement, the Easement Area may be partially relocated across a portion of the Grantor Property as more particularly described as "Parcel A" and "Parcel C" shown in Exhibit A-1 and depicted in Exhibit A-2 attached hereto and incorporated herein by reference. Upon such partial relocation of the Easement, Grantee shall execute such documents reasonably required by Grantor to effectuate such relocation. The portion of the Easement over said Parcel B shall automatically terminate if, as and when it is relocated to said Parcel C upon the recordation of a notice of relocated easement by Grantor.

2. PURPOSE OF EASEMENT.

2.1 Grantee's Use of Easement Area. The Easement is granted for the sole purpose of pedestrian (or walkway), handicapped and non-motorized ingress, egress and access through, over and across the Easement Area for the benefit, convenience and enjoyment of the Grantee Property and its owners, tenants and guests. No improvements shall be constructed by Grantee in the Easement Area without the prior written consent of Grantor, which shall not be unreasonably withheld.

3. 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").

4. INDEMNIFICATION/INSURANCE

4.1 Grantee Indemnification. Grantee agrees, for itself and its affiliate successors and assigns, to indemnify, defend and hold harmless Grantor its respective members, managers, employees, agents, and affiliates (collectively, "Indemnitees") against any and all claims, demands, liabilities, causes of action, costs, and expenses (including

attorneys' 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 and Grantee' owners, tenants and guests of the Easement or Grantor Property, or (ii) Grantee's breach of this Agreement. The foregoing obligations shall bind any successor or assignee to the Grantee Property.

5. MISCELLANEOUS:

5.1 Attorneys' 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 attorneys' fees by the non-prevailing Party, and in the event any judgment is secured by said prevailing Party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court or arbitrator.

5.2 Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

5.3 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 Douglas 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.

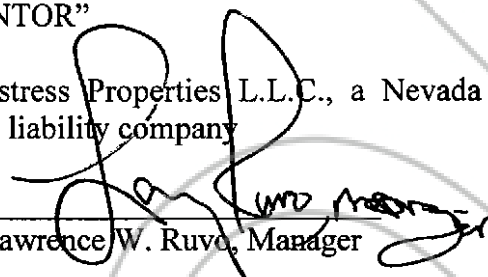
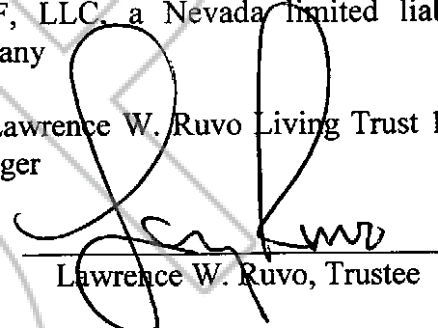
5.4 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

5.5 Runs with the Land. The easements, covenants, conditions, restrictions, benefits and obligations hereunder create mutual benefits and servitudes upon the Grantor and Grantee 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. Upon any transfer, sale or other disposition of any interest in any property burdened or benefitted hereby or any portion thereof, any Party shall be released (but only as to such portion of the property actually transferred, sold or

otherwise disposed of) for any liabilities incurred under this Agreement subsequent to the date of such transfer, sale or other disposition, but shall continue to be liable for any obligations incurred prior to such transfer, sale or other disposition. Upon any transfer, sale or other disposition, each Party shall reasonably cooperate to execute and deliver estoppel certificates confirming the status of liabilities and performance under this Agreement, the existence or non-existence of defaults hereunder and any amounts due and owing hereunder. Such certificates shall be issued within ten (10) days of any request.

5.6 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.

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

<p>“GRANTOR”</p> <p>Postmistress Properties L.L.C., a Nevada limited liability company</p> <p>By:  Lawrence W. Ruvo, Manager</p>	<p>“GRANTEE”</p> <p>CLAF, LLC, a Nevada limited liability company</p> <p>By: Lawrence W. Ruvo Living Trust 1989, Manager</p> <p>By:  Lawrence W. Ruvo, Trustee</p>
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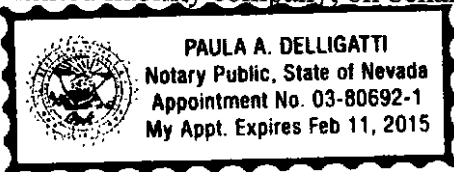
[Notary Page Follows]

STATE OF NEVADA)

COUNTY OF CLARK)

ss.

This instrument was acknowledged before me this 21st day of OCTOBER, 2013, by LARRY RUVO as MANAGER of Postmistress Properties L.L.C., a Nevada limited liability company, on behalf of said entity.



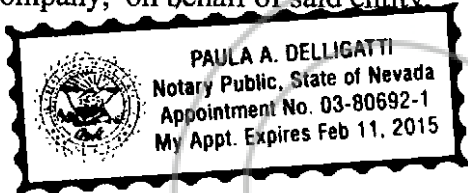
Paula A. Delligatti
Notary Public

STATE OF NEVADA)

COUNTY OF CLARK)

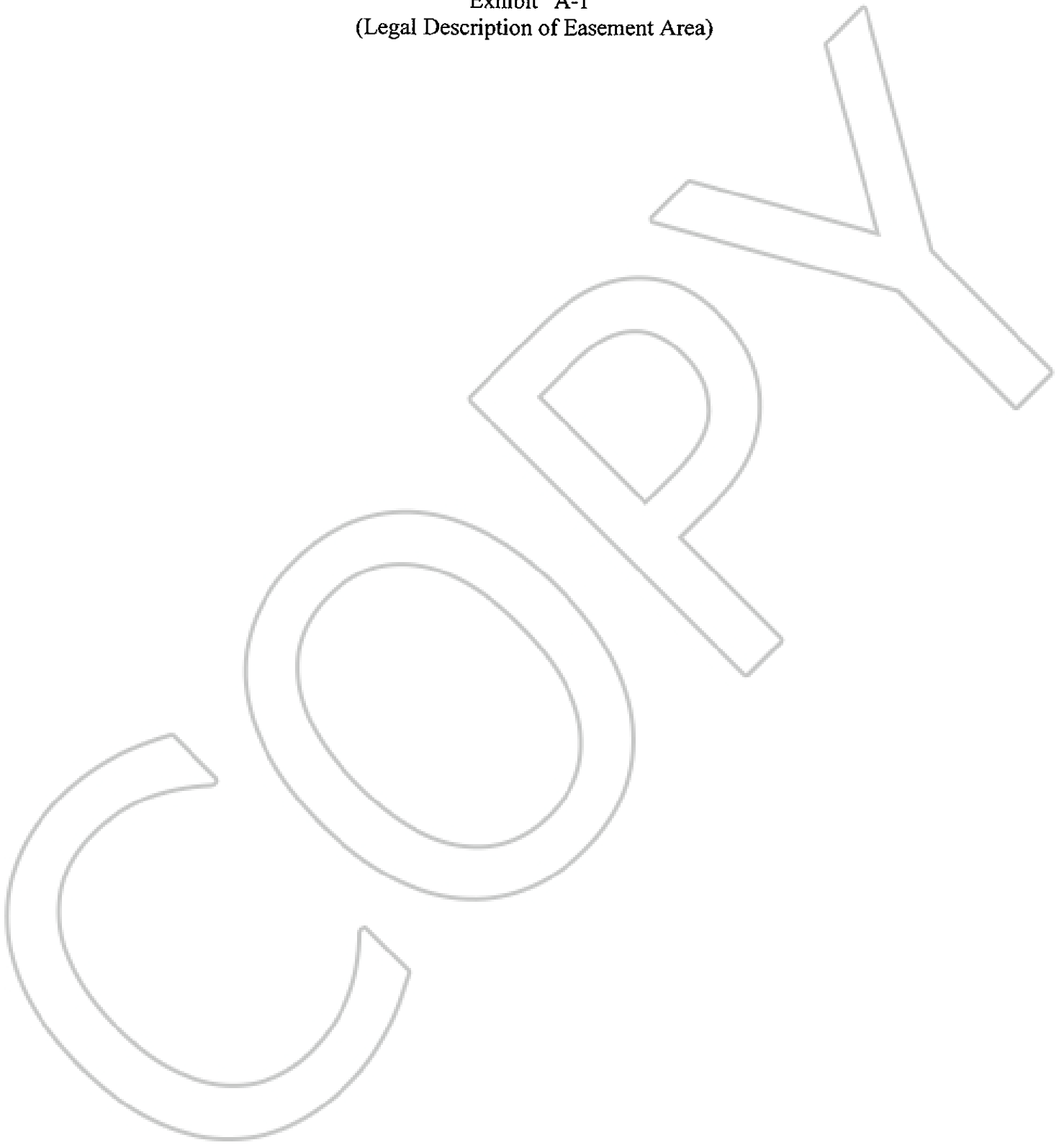
ss.

This instrument was acknowledged before me this 21st day of OCTOBER, 2013, by LARRY RUVO as TRUSTEE of CLAF, LLC, a Nevada limited liability company, on behalf of said entity.



Paula A. Delligatti
Notary Public

Exhibit "A-1"
(Legal Description of Easement Area)



October 12, 2013
Job No.11127

**DESCRIPTION
PEDESTRIAN EASEMENT**

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

Being a portion of that property described in that Deed, recorded October 11, 2013 as document number 832019, more particularly described as follows;

A strip of land 5 feet wide, the centerline of which is described as follows:

Parcel "A"

Beginning at Point "A" which bears North 88°49'10" East 363.68 feet and North 37°05'58" East 41.62 feet from the Northwest corner of that Parcel of land described in document number 733249;

thence along a non-tangent curve concave to the Northwest, having a radius of 33.24 feet, a central angle of 55°57'54" and an arc length of 32.47 feet, the chord of said curve bears North 34°33'47" East 31.20 feet;
thence North 15°32'27" West 16.74 feet;
thence North 48°05'17" East 28.69 feet to Point "B";
thence South 65°13'28" East 15.09 feet;
thence North 25°40'32" East 37.78 feet;
thence South 61°42'25" East 9.71 feet to a termination point.

Together with that portion described as follows:

Beginning at said Point "B",
thence North 12°20'52" West 16.09 feet;
thence North 67°39'40" East 34.21 feet;
thence North 61°42'25" West 12.63 feet to a termination point.

Parcel "B"

Beginning at said Point "A",
thence South 05°47'47" East 32.78 feet to a termination point.

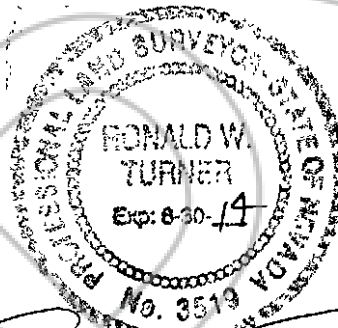
Parcel "C"

Beginning as said Point "A",
thence South 37°05'58" West 41.62 feet to a termination point.

The Basis of Bearing for this description is that Record of Survey filed for record on April 16, 1990 as document number 224037.

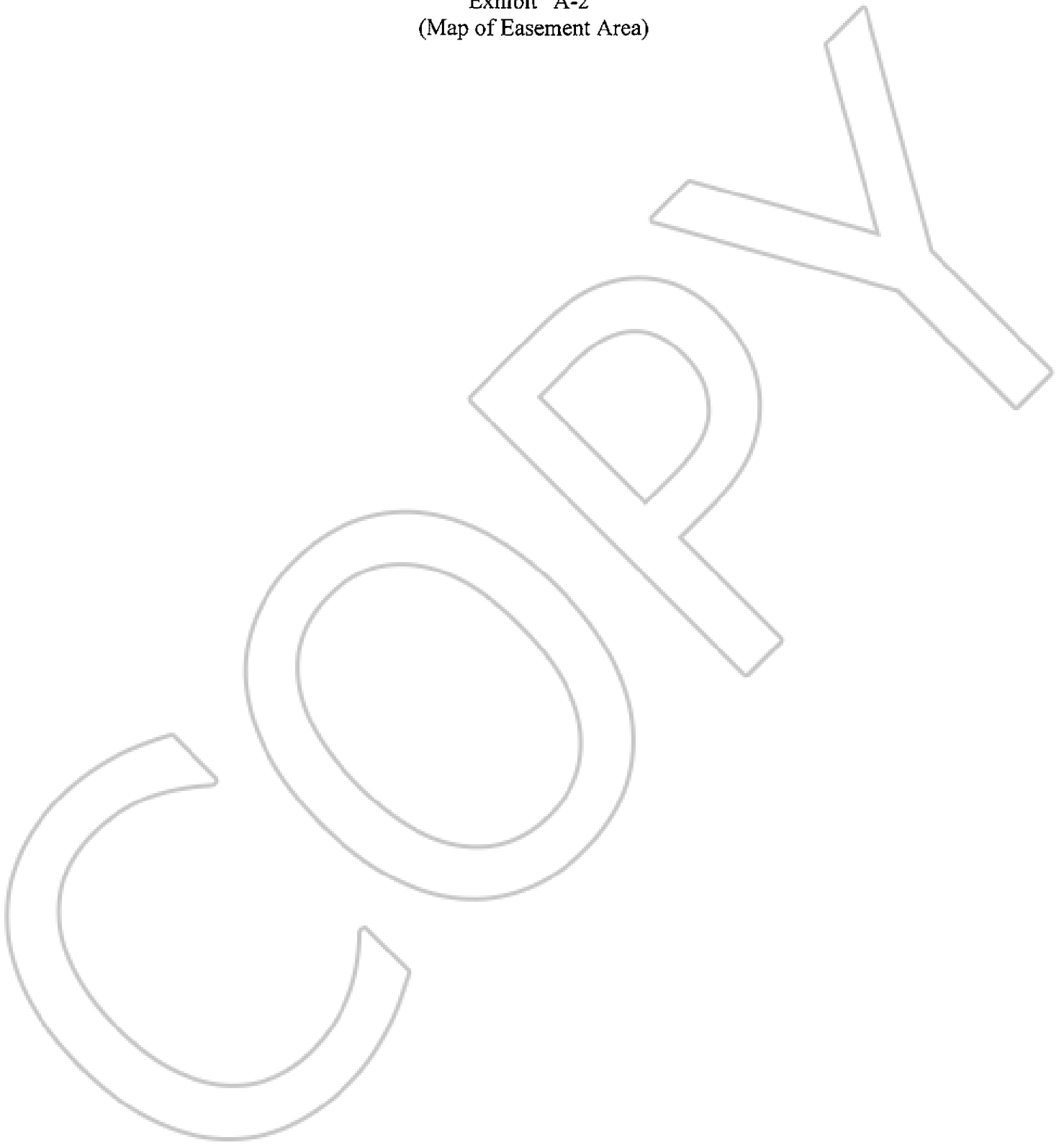
Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.
Land Surveying
P.O. Box 5067
Stateline, NV 89449



Ronald W. Turner

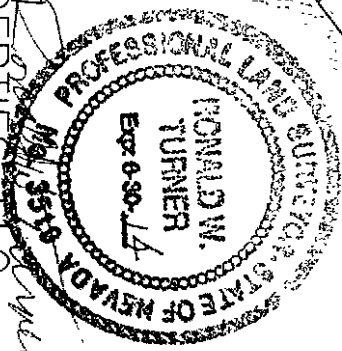
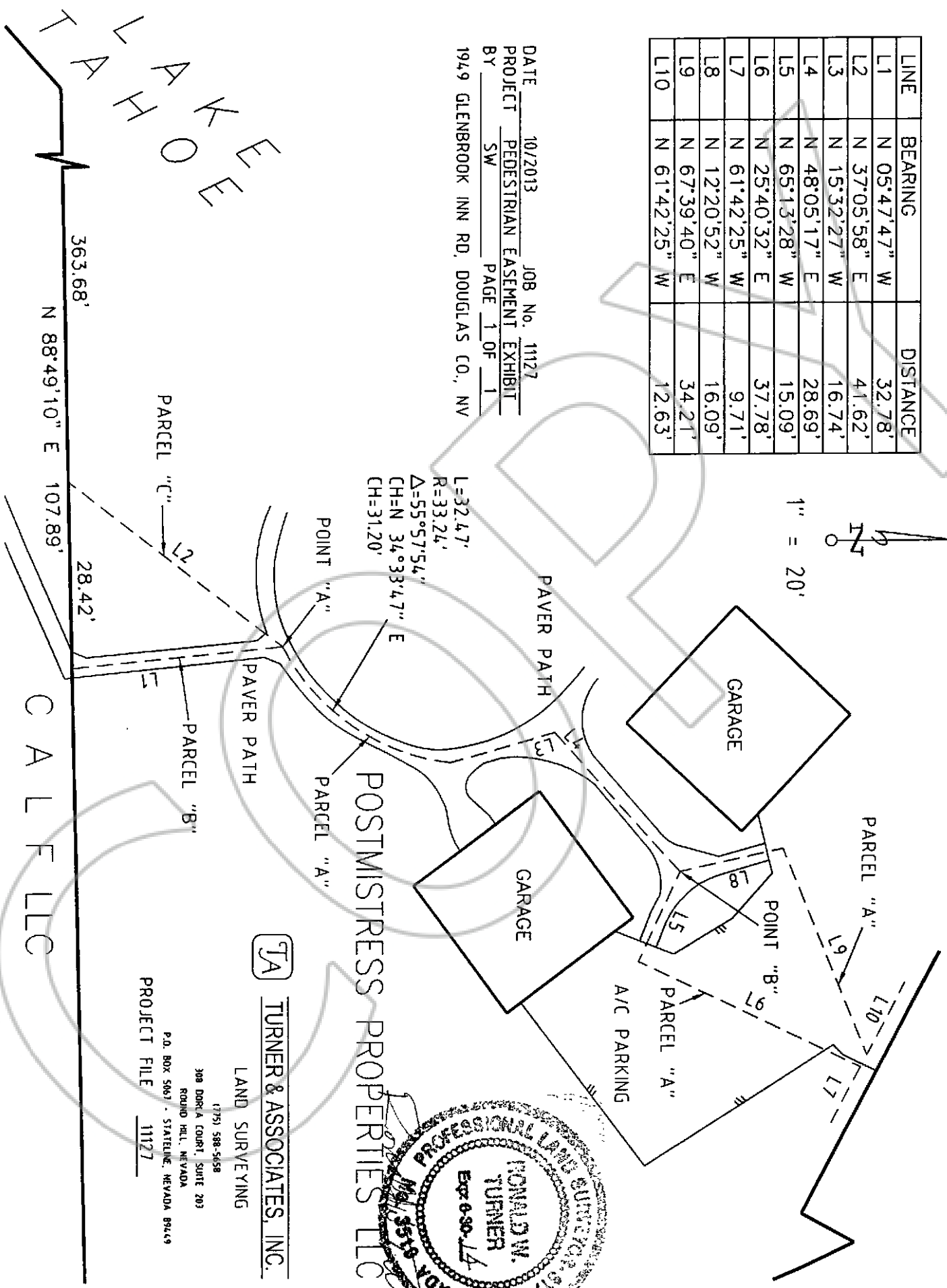
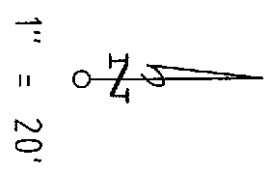
Exhibit "A-2"
(Map of Easement Area)



LINE	BEARING	DISTANCE
L1	N 05°47'47" W	32.78'
L2	N 37°05'58" E	41.62'
L3	N 15°32'27" W	16.74'
L4	N 48°05'17" E	28.69'
L5	N 65°13'28" W	15.09'
L6	N 25°40'32" E	37.78'
L7	N 61°42'25" W	9.71'
L8	N 12°20'52" W	16.09'
L9	N 67°39'40" E	34.21'
L10	N 61°42'25" W	12.63'

DATE 10/2013 JOB No. 11127
 PROJECT PEDESTRIAN EASEMENT EXHIBIT
 BY SW PAGE 1 OF 1
 1949 GLENBROOK INN RD, DOUGLAS CO., NV

L=32.47'
 R=33.24'
 $\Delta=55^{\circ}57'54"$
 CH=N 34°33'4.7" E
 CH=31.20'



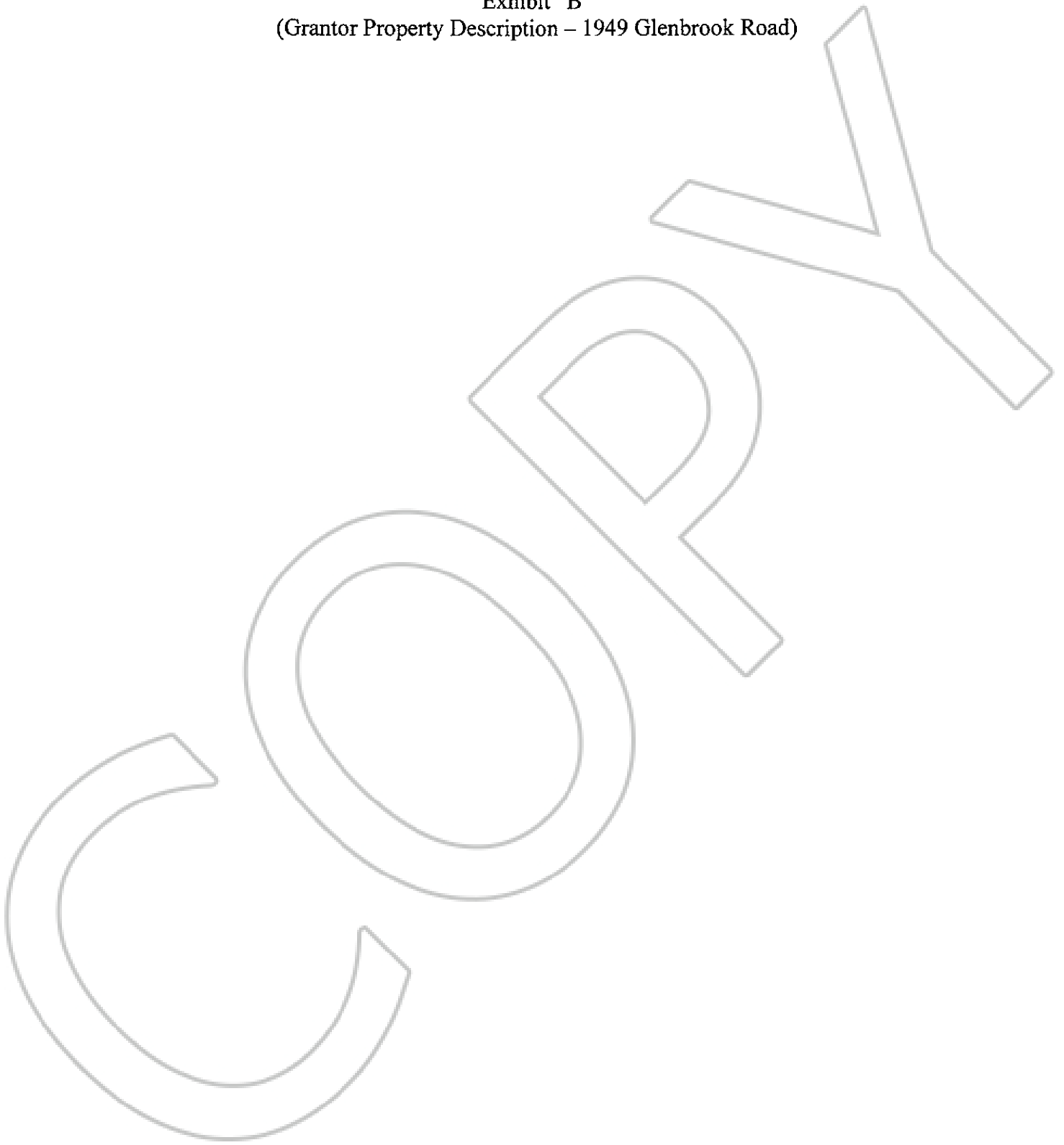
TURNER & ASSOCIATES, INC.

LAND SURVEYING
 (775) 588-5658
 300 DORCIA COURT, SUITE 203
 ROUND HILL, NEVADA
 P.O. BOX 5063 · STATELINE, NEVADA 89429
 PROJECT FILE 11127

CALF LLC

POSTMISTRESS PROPERTIES LLC

Exhibit "B"
(Grantor Property Description – 1949 Glenbrook Road)



August 23, 2013
Job No.11127

DESCRIPTION
POST MISTRESS PROPERTIES, LLC RESULTANT

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

Being a portion of the Parcel 1 and Parcel 2 per that Quit Claim Deed, recorded February 13, 1997 as document number 0406621, more particularly described as follows;

Beginning at the Southwest corner of said Parcel 1,
thence along the Low-water Line of Lake Tahoe, being an elevation of 6223.0 feet, Lake Tahoe Datum, the following 3 courses:

- North 47°23'19" East 64.65 feet;
- North 42°05'47" East 43.37 feet;
- North 13°59'49" East 54.84 feet;

- thence North 88°49'10" East 294.84 feet;
- thence North 22°08'08" East 36.33 feet;
- thence North 53°33'38" East 50.41 feet;
- thence South 68°02'08" East 80.88 feet;
- thence North 01°27'45" East 38.96 feet;
- thence South 34°36'48" East 59.46 feet;
- thence South 01°25'48" West 355.38 feet;
- thence South 00°54'34" East 57.38 feet;
- thence South 89°07'18" East 197.05 feet;
- thence South 35°11'09" East 274.88 feet;
- thence South 00°11'51" West 72.18 feet;
- thence South 17°15'14" West 239.32 feet;
- thence South 35°50'20" West 84.21 feet;
- thence South 88°12'32" West 377.23 feet;
- thence North 01°37'27" West 114.19 feet;
- thence South 87°26'44" West 39.17 feet;
- thence North 00°19'50" East 174.25 feet;
- thence South 89°03'08" West 267.38 feet;
- thence South 25°02'08" West 108.51 feet;

thence along a curve concave to the East, having a radius of 587.50 feet, a central angle of 09°02'28" and an arc length of 92.71 feet, the chord of said curve bears South 20°30'54" West 92.61 feet;

thence South 15°59'39" West 112.39 feet;

thence along a curve concave to the West, having a radius of 612.50 feet, a central angle of 04°30'33" and an arc length of 48.20 feet, the chord of said curve bears South 18°14'56" West 48.19 feet;

thence South 20°30'13" West 194.21 feet;

thence North 67°46'52" West 70.74 feet;

thence North 20°34'34" East 143.93 feet;

thence South 50°25'58" East 54.35 feet;

thence North 20°34'34" East 484.87 feet;

thence North 89°02'17" East 389.76 feet;

thence North 43°11'06" East 45.58 feet;

thence North 00°58'43" West 32.49 feet;

thence North 03°11'54" West 155.61 feet;

thence North 01°07'55" West 96.22 feet;

thence South 89°02'29" West 497.70 feet;

thence along the Low-water Line of Lake Tahoe, being an elevation of 6223.0 feet, Lake Tahoe Datum, the following 2 courses:

thence North 10°19'07" East 12.67 feet;

thence North 14°11'58" West 50.56 feet;

thence North 89°02'29" East 103.16 feet;

thence South 69°51'30" East 38.62 feet;

thence South 01°52'40" West 13.54 feet;

thence South 45°03'45" East 15.37 feet;

thence North 89°29'15" East 47.28 feet;

thence North 01°52'40" East 114.94 feet;

thence North 89°29'15" East 35.00 feet;

thence North 00°30'45" West 15.00 feet;

thence North 88°49'10" East 276.01 feet;

thence North 01°28'07" East 53.45 feet;

thence North 88°49'10" East 10.00 feet;

thence North 00°37'16" West 52.60 feet;

thence along a non-tangent curve concave to the West, having a radius of 210.00 feet, a central angle of 24°52'36" and an arc length of 91.18 feet; the chord of said curve bears North 17°53'39" West 90.46 feet;

thence North 28°17'48" East 10.99 feet;

thence North 61°42'25" West 70.31 feet;

thence South 28°17'48" West 44.21 feet,
thence South 61°42'25" East 70.31 feet;
thence North 28°17'48" East 9.31 feet;
thence along a non-tangent curve concave to the West, having a radius of
190.00 feet, a central angle of 20°52'24" and an arc length of 69.22 feet, the chord
of said curve bears South 16°08'27" East 68.84 feet;
thence South 00°37'16" East 51.93 feet;
thence South 88°49'10" West 500.00 feet to the Point of Beginning.

EXCEPTION NO. 1:

All that portion of the Southeast quarter of Section 10, Township 14 North, Range 18 East, M.D.B. & M., that is described as Parcels A, B and C, as shown on Parcel Map for GLENBROOK PROPERTIES/GLENBROOK INN, filed in the office of the County Recorder of Douglas County, Nevada, on June 25, 1980, as File No. 45690.

EXCEPTION NO. 2:

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

All that certain parcel of land located in the Southeast one quarter (1/4) of Section 10, Township 14 North, Range 18 East, Mount Diablo Base and Meridian in the County of Douglas, State of Nevada; and being more particularly described as follows:

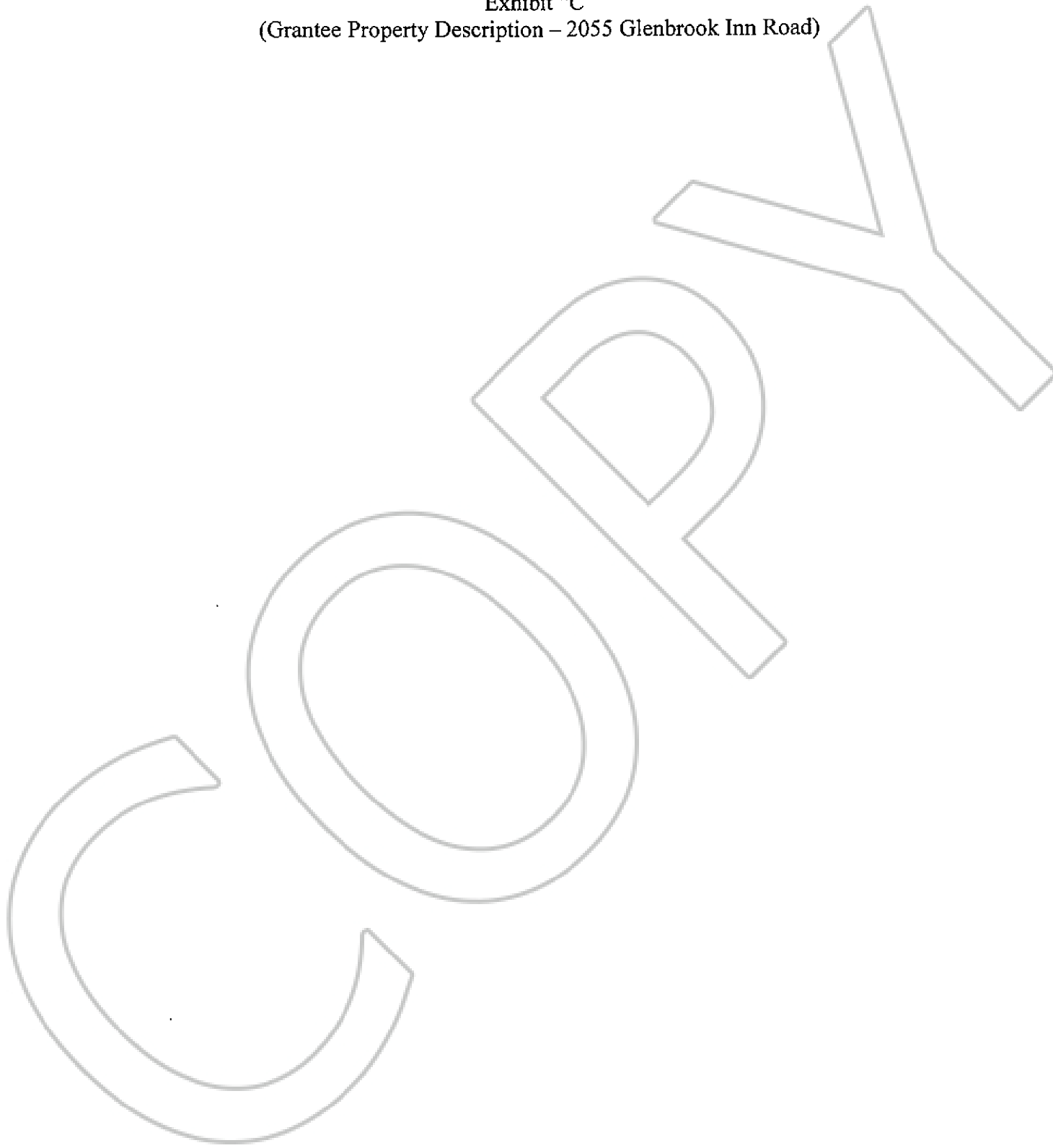
Beginning at the Southwesterly corner of Parcel "C" as shown and so designated on the Parcel Map for Glenbrook Properties, filed in the Official Douglas County Records on the 25th of June, 1980, as Document No. 45690; thence North 88°49'10" East 57.00 feet; thence South 01°10'50" East 40.17 feet; thence South 88°49'10" West 57.00 feet; thence North 01°10'50" West 40.17 feet to the point of beginning. Said parcel being further designated as Adjust Parcel "D", as shown on Record of Survey filed in the office of the Recorder of Douglas County, Nevada, on June 2, 1983, as File No. 81145.

Containing 400,717 square feet, more or less.

The Basis of Bearing for this description is that Record of Survey filed for record on April 16, 1990 as document number 224037.

Note: Refer this description to your title company before incorporating into any legal document.

Exhibit "C"
(Grantee Property Description – 2055 Glenbrook Inn Road)



August 23, 2013
Job No.11127

DESCRIPTION
CLAF, LLC RESULTANT

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

Being a portion of Parcel 1 and Parcel 2 per that Quit Claim Deed, recorded February 13, 1997 as document number 0406621, and all that portion of that Parcel of land described in that Deed of Trust, recorded November 18, 2008 as document number 733249, more particularly described as follows;

Beginning at the Southeast corner of said Parcel of land described in document number 733249,

thence South 88°49'10" West 276.01 feet;
thence South 00°30'45" East 15.00 feet;
thence South 89°29'15" West 65.00 feet;
thence North 27°04'39" West 4.47 feet;
thence South 89°29'15" West 38.00 feet;
thence South 26°03'09" West 4.47 feet;
thence South 89°29'15" West 192.10 feet;
thence along the Low-water Line of Lake Tahoe, being an elevation of 6223.0 feet, Lake Tahoe Datum, the following 4 courses:

North 49°37'18" East 18.55 feet;
North 40°15'18" East 42.44 feet;
North 48°45'33" East 29.40 feet;
North 47°23'19" East 3.69 feet;

thence North 88°49'10" East 500.00 feet;
thence North 00°37'16" West 51.93 feet;
thence along a non-tangent curve concave to the West, having a radius of 190.00 feet, a central angle of 20°52'24" and an arc length of 69.22 feet, the chord of said curve bears North 16°08'27" West 68.84 feet;
thence South 28°17'48" West 9.31 feet;
thence North 61°42'25" West 70.31 feet;
thence North 28°17'48" East 44.21 feet;
thence South 61°42'25" East 70.31 feet;
thence South 28°17'48" West 10.99 feet;

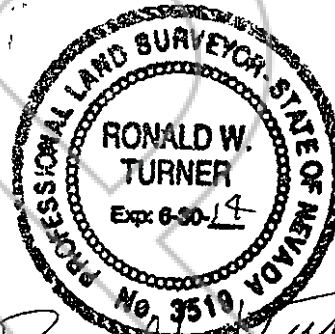
thence along a non-tangent curve concave to the West, having a radius of 210.00 feet, a central angle of 24°52'36" and an arc length of 91.18 feet, the chord of said curve bears South 17°53'39" East 90.46 feet;
thence South 00°37'16" East 52.60 feet;
thence South 88°49'10" West 10.00 feet;
thence South 01°28'07" West 53.45 feet to the Point of Beginning.

Containing 38,178 square feet, more or less.

The Basis of Bearing for this description is that Record of Survey filed for record on April 16, 1990 as document number 224037.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.
Land Surveying
P.O. Box 5067
Stateline, NV 89449



Ronald W. Turner
9/10/13