

29

APN# 1318-26-101-004



KAREN ELLISON, RECORDER

Recording Requested by/Mail to:

Name: Michelsen Kingsbury Station LLC

Address: PO Box 2010

City/State/Zip: Stateline, NV 89449

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____

Access Easement

Title of Document (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording contains personal information as required by law: (check applicable)

- Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)
- Judgment – NRS 17.150(4)
- Military Discharge – NRS 419.020(2)

Signature

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

\$1.00 Additional Recording Fee for Use of This Page

ACCESS EASEMENT

NEVADA, DOUGLAS COUNTY

TAX PARCEL NUMBER: 1318-26-101-004

This Access Easement, ("Easement"), is made and executed on 2nd of February, 2017, by and between the United States Postal Service ("USPS"), an independent establishment of the executive branch of the United States Government (39 U.S.C. § 201), ("Grantor"), and the Michelsen Kingsbury Station, LLC, a Nevada Limited Liability Company, ("Grantee"). The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

RECITALS

- A. Grantor is the owner of a tract of land and improvements in Douglas County, Nevada located at 223 Kingsbury Grade in Stateline, NV 89449, (the "Grantor's Parcel"), and legally described in Exhibit A, attached hereto and incorporated herein, at which Grantor operates the Zephyr Cove-Stateline Branch.
- B. Grantee is the owner of land located at 219 Kingsbury Grade in Stateline NV 89449 ("Grantee's Parcel"), as described in the deed, attached hereto and incorporated herein as Exhibit B.
- C. Grantee requests a permanent access easement ("Easement") over a portion of the Grantor's Parcel, legally described in Exhibit C attached hereto and incorporated herein, and shown in Exhibit D attached hereto and incorporated herein, ("Easement Area"). The grant of such Easement is reasonably necessary to enable the Grantee to access the parking area to the rear of the Grantee's Parcel from Kingsbury Grade.
- D. Grantor and Grantee desire to set forth below their respective rights and obligations for an Easement on Grantor's Parcel.

NOW, THEREFORE, in consideration of two thousand, five hundred eighty-two dollars (\$2,582.00), in hand paid, the receipt whereof is hereby acknowledged, and the mutual promises and agreements contained herein, Grantor and Grantee agree as follows:

AGREEMENTS

1. Grantor does hereby grants, sells, and conveys to Grantee a permanent, non-exclusive access easement over, under, along, across and through the Easement Area for the purposes vehicular and pedestrian access to the parking area to the side and rear of the Grantee's Parcel. This Easement is limited to specific purposes set forth herein. Should the Grantee use the Easement Area for any purpose other than those set forth herein or in any manner contrary to the Final Plans, the Grantee shall be in breach of this Easement. In the event of such breach, Grantor may exercise its rights as set forth in paragraph 7 below.

2. Grantor shall be responsible for performing all snow removal, plowing, salting, or sanding of the Easement Area. The Grantor and Grantee hereby agree that the Grantee' proportionate share shall be ten (10) percent of the Grantor's total cost of snow removal, plowing, salting, and sanding of the Grantor's Parcel. Grantor shall provide Grantee a written invoice setting forth Grantee' share of the cost of snow removal, plowing, salting, or sanding, together with a complete copy of the actual written invoice for the entire cost of the snow removal, plowing, salting, or sanding for the Grantor's Parcel for each snow removal event to Grantee. Grantee shall then have 30 days from Grantee's receipt of such written invoice from the Grantor to reimburse Grantor for such expenses. Should the Grantee fail to timely make such reimbursement payment, Grantee shall owe interest, at the rate set forth in the Prompt Payment Act, and, Grantor retains its full legal and equitable rights to recover the reimbursable costs of such snow removal from the Grantee.

Grantor shall be responsible for performing all asphalt and/or sub-base repair or re-pavement, and any associated work within the Easement Area. Grantee shall be responsible for twenty-five (25) percent of the cost of any such asphalt and/or sub-base repair or re-pavement, and any associated work within the Easement Area. Such cost shall be calculated using the direct cost attributable to the actual repair or re-pavement along with other administrative costs associated with such work in the Easement Area based upon the cost per square foot, or, based upon the total time and cost of materials of the work performed by Grantor or its contractor; the determination of which method to be made by Grantor at its discretion. Grantee shall only be responsible for their proportionate share of the costs of surface and sub-base repairs (including without limitation re-grading, repaving, restriping and resurfacing, if necessary) of the asphalt caused by wear and tear from vehicle use, deterioration due to aging, Act(s) of God, and the elements. Grantor shall be solely responsible for the cost of asphalt repairs or repaving required as a result of installation or repairs to subsurface improvements or piping that may run or may yet be installed under the Easement Area such as storm water, domestic water, sewer, and other utility lines that support only the Grantor's Parcel.

Grantor shall provide Grantee a written invoice setting forth Grantee's share of the cost of the asphalt and sub-base repair or maintenance work performed in the Easement Area for each event. Grantee shall then have 30 days from Grantee's receipt of such written invoice from the Grantor to reimburse Grantor for such expenses. Should the Grantee fail to timely make such reimbursement payment, Grantee shall owe interest, at the rate set forth in the Prompt Payment Act, and, Grantor retains its full legal and equitable rights to recover the reimbursable costs of such maintenance and repairs from the Grantee. If Grantor becomes aware of any anticipated, planned or expected maintenance and repair of the Easement Area, Grantee requests to be provided with reasonable prior written notice of any such anticipated maintenance and repairs and an estimate of expenses.

3. Grantee, by acceptance of this Easement, agrees for and on behalf of itself, its agents, servants, employees, invitees, and contractors who may at any time use, occupy or visit said Easement Area herein created that the Grantor shall not be responsible for damage or loss to property, injuries, or death, which may arise from or be incident to the use and occupation of the Easement Area as granted herein to Grantee, their agents, servants, employees, invitees, and contractors.

4. Grantee, at their sole cost and expense, shall maintain and keep in effect for activities of Grantee, their agents, servants, employees, invitees, and/or contractors within the Easement Area insurance against claims for personal injury (including death) or property damage, under a policy of comprehensive general public liability insurance, with such limits (through basic coverage plus umbrella coverage) as may be reasonably requested by Grantor from time to time, but not less than \$1,000,000 in respect of bodily injury (including death) and property damage, which amounts shall be adjusted upon reasonable request of Grantor from time to time to amounts which are normal and customary for similar operations. Such policies of insurance shall name Grantor as an additional insured. The policy shall provide that it shall not be cancelable nor may it expire without at least thirty (30) days' prior written notice to Grantor. Prior to the commencement of the construction under the Easement, there shall be delivered by to Grantor a certificate of the insurance carrier certifying that the policy so delivered has been issued and is in effect and the duration thereof. At least thirty (30) days before any policy shall expire (10 days for non-payment of premium), Grantee shall deliver to Grantor a replacement certificate, and at least twenty (20)

days prior to the date that the premium on any policy shall become due and payable, Grantor shall be furnished with satisfactory evidence of its payment.

5. Grantee, by acceptance of this Easement, agrees to indemnify and hold the Grantor harmless against any and all claims, demands, damages, costs, expenses, and legal fees for any loss, injury, death, or damage to persons or property which at any time is suffered or sustained by Grantor, its employees, the public, or by any person whosoever may at any time be using, occupying or visiting the property that is the subject of said Easement Area, or be on or about the property that is the subject of said Easement Area, when such loss, injury, death, or damage is asserted to have been caused by any negligent act or omission or intentional misconduct of the Grantee or their agents, servants, employees, invitees, or contractors. The Grantor shall not be liable and the Grantee waive and release the Grantor from all claims for damage to persons or property sustained by the Grantee or their employees, agents, servants, invitees, contractors, or customers resulting by reason of the use of the Easement.

6. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted. Notwithstanding anything herein to the contrary, Grantee agree throughout the duration of this Easement to provide the Grantor, its employees, customers, and the public with continual and uninterrupted access to the Grantor's Parcel. Specifically, Grantee agrees to the following:

- Not to interfere with access to and from any of the driveways onto and off of the Grantor's Parcel;
- To give the Stateline, NV Postmaster or Installation Head two (2) weeks' notice before commencing construction or repairs within the Easement Area; and,
- To coordinate with the Postmaster or Installation Head and keep him/her updated on the schedule for all work on the Project that may impact USPS operations at the Grantor's Parcel.

7. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted. During any and all period(s) of its use of the driveway, Grantee agrees to provide the Grantor, its employees, customers, and the public with continual and uninterrupted access to the Zephyr Cove-Stateline Branch. Further, Grantee agrees that during any such period(s), Grantor's operations shall not be interrupted, disrupted or otherwise impeded as a result of such activities. In the event Grantor, its employees, customers, or the public are not provided with continual and uninterrupted access to the Zephyr Cove-Stateline Branch, in the event the Grantee uses of the Easement Area for any purpose other than those set forth herein in paragraph 1 above; in the event the Grantee fails to meet its obligations with the Grantor under the terms of paragraph 2; or, in the event Grantor's operations are interrupted, disrupted or otherwise impeded, Grantee shall be in breach of this Easement. In the event of such breach, Grantor shall notify the Grantee in writing of the precise nature of the breach; email notice to the Grantee is specifically allowed. Grantee shall remedy such breach within one (1) day of its receipt of Grantor's written notice. In the event the Grantee fails to remedy such breach, the Grantor has the option of terminating this Easement by providing written notice to the Grantee that the Easement is terminated and recording a discharge of the Easement in the property records of Douglas County, in which event, Grantee shall restore the Easement Area to as good or better condition than that prior to this Easement at no cost to the Grantor. If the Easement is terminated in accordance herewith, the Grantee agrees that it will execute any discharge, affidavit or other agreement required to remove the Easement as an encumbrance on Grantor's Parcel.

8. Any claim, controversy or dispute arising out of this Easement shall be governed by federal law.

9. Covenants Running with the Land. All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the Grantor and Grantee as such are defined herein.

10. Notices. Any notice to the Grantee permitted or required by this Easement must be in writing and shall be documented received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid at the following address unless

otherwise directed in writing by the Grantee: Michelsen Kingsbury Station, LLC, a Nevada Limited Liability Company, P.O. Box 2010 Stateline, NV 89449. In addition to any change in address, the Grantee shall be responsible for notifying the Grantor in writing of any changes in ownership by the Grantee. For Grantor mail to USPS Headquarters, attention: Right of Way and Easement Specialist, 475 L'Enfant Plaza SW, Room 6670, Washington, D.C. 20260-1862.

11. Grantee is not permitted to discharge storm water runoff within the Easement Area or Grantor's Parcel generally. Such prohibition shall include, but not be limited to, discharging silt, hazardous materials or other environmental contaminants within the Easement Area or Grantor's Parcel generally. Further, Grantee shall comply with all environmental laws when performing any activity within the Easement Area or Grantor's Parcel generally. In the event that any hazardous materials or other environmental contaminants are discharged by the Grantee, its employees, agents, contractors or invitees, the Grantee shall be solely responsible for the cost of any remediation or clean up required by applicable law or regulations and shall indemnify and hold the Grantor, its successors, and assigns harmless against any and all claims, demands, damages, costs, expenses, and legal fees incurred by Grantor in connection with or related to any such discharge, remediation or clean up.

12. The Grantor does not warrant that the Easement Area is suitable for the purposes set forth herein and Grantee hereby waives any express or implied warranty on the part of Grantor. Grantor has no knowledge of subsurface conditions and makes no representations as to soil types, existence of underground utilities, or any other latent conditions that may impact Grantee' use and enjoyment of said Easement.

13. This Easement is granted subject to any and all restrictions, covenants, other easements, encumbrances, liens of any kind, leases, and interests of others, including rights of way for roads, pipelines, railroads, and public utilities, whether or not matters of public record.

14. Authorized Representative. Each individual signing on behalf of a party to this Easement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Easement has been duly authorized by, and creates the binding and enforceable obligation of, the party on" hose behalf the representative is signing.

[SIGNATURES AND NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGE.]

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered
this 13 day of February,
2017, in the presence of:

[Signature] (L.S.)

For: United States Postal Service

David P. Rouse (Printed)

Contracting Officer (Title)

Witness

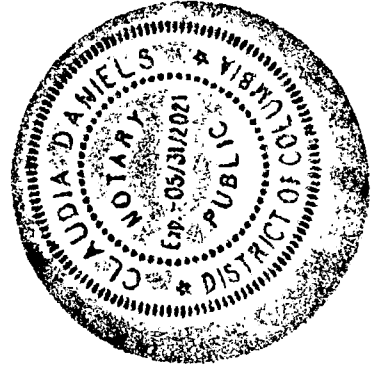
[Signature]

DISTRICT OF COLUMBIA

On February 13, 2017, before me, the undersigned notary public, personally appeared David Rouse, as aforesaid, and proved to me through satisfactory evidence of identification which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he or she signed it voluntarily for its stated purpose, as Contracting Officer for the United States Postal Service.

CLAUDIA DANIELS
Notary Public, District of Columbia
My Commission Expires May 31, 2021


Claudia Daniels
Notary Public:
My commission expires:




IN WITNESSETH WHEREOF, Grantee has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered
this 2 day of February, 2017,
in the presence of:

Michelsen Kingsbury Station, LLC, a
Nevada Limited Liability Company



Witness

by: 

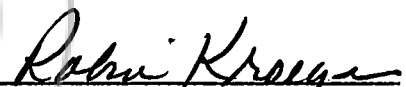
Gary Michelsen
PRESIDENT

STATE OF NEVADA

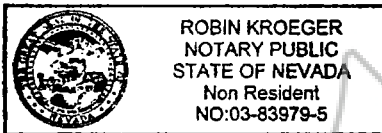
County of Douglas, ss.

Robin Kroeger

On February 2, 2017, before me, the undersigned notary public, then personally appeared Gary Michelsen as aforesaid, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose and as his free act and deed as President of Michelsen Kingsbury Station, Corporation.



Notary Public: Robin Kroeger
My Commission Expires: 9/5/19



My Appt. Expires September 5, 2019

Exhibit A
DOUGLAS COUNTY

REQUESTED BY
Washoe Title
IN OFFICIAL RECORDS OF
No Fee

76 MAR 11 12:39

When Recorded
Mail to:

Regional Counsel
Western Region
U.S. Postal Service
San Bruno, CA 94099

Re: Zephyr Cove, NV

DOUGLAS CO, NEV.
PATRICIA J. STANLEY
RECORDER
Patricia Stanley

D E E D

THIS INDENTURE, made this 9 day of March, 1976, by and between WALTER COX and VIVIAN HOWARD COX, husband and wife, and JOHN E. MICHELSEN and ANN J. MICHELSEN, husband and wife, parties of the first part, and THE UNITED STATES POSTAL SERVICE, party of the second part.

W I T N E S S E T H:

That the said parties of the first part, for and in consideration of the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) lawful money of the United States, and other valuable consideration, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL AND CONVEY unto said party of the second part, all that real property situate in the County of Douglas, State of Nevada, and being more particularly described as follows, to-wit:

A parcel of land in the Northwest quarter of Section 26, T13N, R18E of Mt. Diablo Base and Meridian, Douglas County, State of Nevada, and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of said Section 26, proceed S 84°05'14" E 527.22 feet to the true point of beginning at the Northeast corner of the parcel conveyed to Nevpag Investment Co. by instrument recorded in Bk. 41, Page 247, as Document No. 32542, records of said county, being a point on the Southerly right-of-way line of Kingsbury Grade (State Rte. 19) 80 feet wide, thence,

- (1) along the Easterly line of said parcel conveyed to Nevpag Investment Co. and the Easterly line of the parcel conveyed to John E. Michelsen et ux, by instrument recorded in Bk. 274, Page 672, as Document No. 71982, S 10°17'33" E 275.44 feet, to the SE corner of said Michelsen property; thence,
- (2) along the Southerly line of said Michelsen property S 79°43'54" W 114.56 feet to the SW corner thereof; thence,

8887;

6000 1376 000 0000

DS 684

Exhibit A
DOUGLAS COUNTY

- (3) along the Westerly line of the property covered to California Interstate Telephone Co. by instrument recorded December 11, 1959, Bk. F-1, Page 7, S 17° 45'35" E 45.60 feet, to the SE corner thereof; thence,
- (4) along the Northeasterly line of the lands of the Park Cattle Co. S 60°42'30" E 260.63 feet; thence,
- (5) N 03°55'34" W 317.13 feet; thence,
- (6) S 86°04'26" W 20.00 feet; thence,
- (7) N 03°55'34" W 158.68 feet to a point on said Southerly line of Kingsbury Grade; thence,
- (8) along said Southerly line on a curve to the left, radius 960 feet, an arc length of 125.74 feet to the true point of beginning.

Excepting therefrom the following described Parcel:

Commencing at the Northwest corner of said Section 26, proceed S 84°05'14" E 527.22 feet to the true point of beginning at the Northeast corner of the parcel conveyed to Nevpag Investment Co. by instrument recorded in Bk. 41, Page 247, as Document No. 32542, records of said county, being a point on the Southerly right-of-way line of Kingsbury Grade (State Rte. 19) 80 feet wide, thence,

- (1) along the Easterly line of said parcel conveyed to Nevpag Investment Co. and the Easterly line of said parcel conveyed to John E. Michelsen et ux, S 10°17'33" E 180.00 feet, thence,
- (2) N 26°34'39" E 25.00 feet, thence,
- (3) N 10°17'33" W 159.48 feet to said Southerly right-of-way line; thence,
- (4) along said Southerly right-of-way line on a curve to the left, radius 960 feet, 15.01 feet to the true point of beginning.

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances thereunto belonging, unto the said part of the second part.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands, the day and year first above written.

Walter Cox
Walter Cox

John E. Michelsen
John E. Michelsen

Vivian Howard Cox
Vivian Howard Cox

Ann J. Michelsen
Ann J. Michelsen

09474


506 326 01 053

Exhibit A
DOUGLAS COUNTY

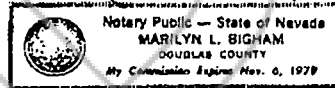
STATE OF NEVADA)
) ss.
County of Douglas)

On this 9th day of March, 1976, personally appeared before me, a Notary Public in and for the above County and State, WALTER COX and VIVIAN HOWARD COX, husband and wife, and JOHN E. MICHELSEN and ANN J. MICHELSEN, husband and wife, known to me to be the persons described in and who executed the annexed instrument, who duly acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year in this certificate first above written.



NOTARY PUBLIC



98876
BOOK 376 PAGE 593

Exhibit B

DOUGLAS COUNTY

Kingsbury Station

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A.P.N. 7-130-10

Mail original deed to:
AVANSINO, MELARKEY & KNOBEL
Wiegand Center
165 West Liberty Street
Reno, Nevada 89501

Mail tax statements to:
MR. JOHN E. MICHELSEN
Post Office Box 646
Zephyr Cove, Nevada 89448

QUITCLAIM DEED

R.P.T.T. \$ 10

WITHOUT CONSIDERATION, JOHN E. MICHELSEN and ANN J. MICHELSEN, husband and wife, as community property, hereby convey and quitclaim to MICHELSEN KINGSBURY STATION, a Nevada general Partnership, the real property situate in the County of Douglas, State of Nevada, and legally described as follows:

A portion of the Northwest 1/4 of the Northwest 1/4 of Section 26, Township 13 North, Range 18 East, M.D.B.&M., described as follows:

Beginning at a point in the Southerly right of way line of Kingsbury Grade, as described in the conveyance to the County of Douglas, recorded June 5, 1957, in Book C-1 of Deeds at Page 417, Douglas County, Nevada records, from which the Section corner common to Sections 22, 23, 26, and 27 of said Township and Range bears North 76°47'50" West a distance of 388.80 Feet; thence South 17°40' East a distance of 90.00 Feet, to the Point of Beginning; thence North 81°11'57" East a distance of 138.00 Feet; thence South 10°12'28" East a distance of 175 feet to a point, thence in a Southwesterly direction to a point which is South 17°40' East a distance of 180 Feet from the Point of beginning, thence North 17°40' West a distance of 180 Feet to the Point of Beginning.

Together with a 15 Foot easement lying Easterly of the second bearing of parcel herein described as South 10°12'28" East and running to Kingsbury Grade Road, for purposes of ingress and egress, and utility purposes.

- 1 -

LAW OFFICE OF
AVANSINO, MELARKEY
& KNOBEL
WIEGAND CENTER
165 WEST LIBERTY STREET
RENO, NEVADA 89501

EP2118/ESFM

216766
BOOK 1289 PAGE 2074

Exhibit B

DOUGLAS COUNTY

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Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversions, remainders, rents, issues, and profits thereof.

Dated DECEMBER 19, 1989.

John E. Michelsen
JOHN E. MICHELSEN
Ann J. Michelsen
ANN J. MICHELSEN

STATE OF NEVADA, COUNTY OF WASHOE:

On December 19, 1989, personally appeared before me, a Notary Public, JOHN E. MICHELSEN and ANN J. MICHELSEN, who acknowledged to me that they executed the foregoing instrument.

[Signature]
Notary Public

A.M. PURDY
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES NOV. 7, 1993

REQUESTED BY
John Michelsen
IN OFFICIAL RECORDS OF
DOUG. AS CO. NEVADA

'89 DEC 19 P2:04

SUZANNE B. BUREAU
CLERK

s6⁰⁴ PA. *Bh* DEPUTY

LAW OFFICES OF
AVANSINO, MELARKEY
& KNOBE
WEGAND CLYDE
145 WEST LIBERTY STREET
RENO, NEVADA 89501

EP2118/ESFM

- 2 -
216766
BOOK 1289 PAGE 2075

Exhibit C

December 29, 2016
15111

DESCRIPTION Shared Access Easement

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

All that portion of that Parcel of land described in that Deed, filed for record on March 11, 1976, in Book 376 Page 597, Douglas County Official Records, more particularly described as follows:

Commencing at a point that bears North $79^{\circ}45'57''$ East 40.75 feet from the West most corner of said parcel;

thence North $79^{\circ}45'57''$ East 61.40 feet;
thence South $07^{\circ}21'54''$ East 4.62 feet;
thence South $63^{\circ}32'10''$ West 12.95 feet;
thence South $48^{\circ}07'49''$ East 8.19 feet;
thence North $80^{\circ}54'55''$ East 21.79 feet;
thence North $38^{\circ}39'53''$ East 4.31 feet;
thence North $08^{\circ}42'43''$ West 12.46 feet to the Point of Beginning;

thence North $08^{\circ}42'43''$ West 91.30 feet;
thence North $10^{\circ}44'15''$ East 29.16 feet;
thence North $04^{\circ}36'42''$ West 74.63 feet;
thence North $28^{\circ}42'34''$ West 19.10 feet;
thence North $15^{\circ}00'26''$ West 28.77 feet;
thence North $11^{\circ}05'15''$ West 35.14 feet to the Southerly Right-of-Way of State Route 207, a.k.a. Kingsbury Grade;

thence along said Kingsbury Grade on a non-tangent curve concave to the South with a radius of 960.00 feet; a central angle of $02^{\circ}52'59''$ and an arc length of 48.31 feet, the chord of said curve bears North $83^{\circ}42'59''$ East 48.30 feet;

thence leaving said Southerly Right-of-Way of Kingsbury Grade South $11^{\circ}58'05''$ West 7.01 feet;

thence South $08^{\circ}45'26''$ East 19.90 feet;
thence South $01^{\circ}47'37''$ East 33.66 feet;
thence South $07^{\circ}04'34''$ West 22.82 feet;
thence South $03^{\circ}57'04''$ East 93.54 feet;
thence South $08^{\circ}01'29''$ East 98.18 feet;

Exhibit C

thence South $81^{\circ}58'31''$ West 30.50 feet to the Point of Beginning.

Containing 8,651 square feet, more or less.

The basis of bearing for this legal description is that Deed per Book 376, Page 597.

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

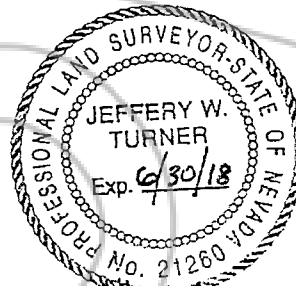
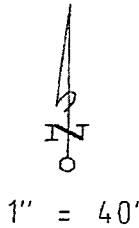
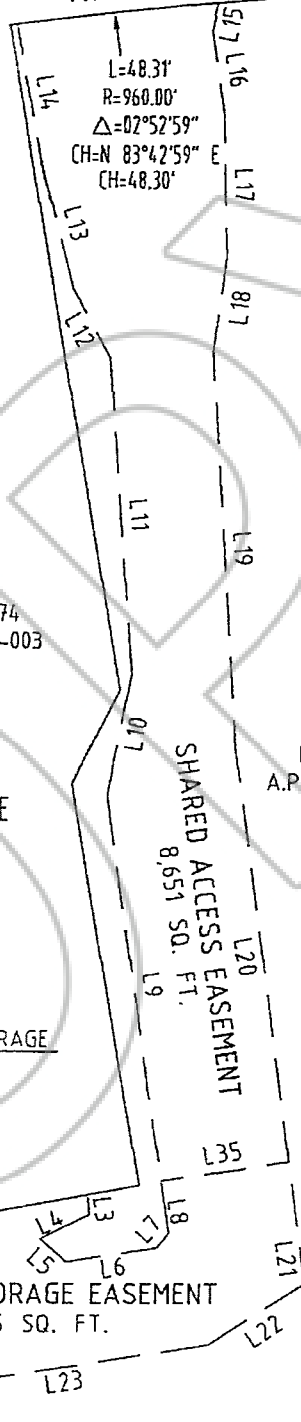


Exhibit D

DATE 10/2015 JOB No. 15111
PROJECT EASEMENT EXHIBIT
BY SW PAGE 1 OF 2
223 KINGSBURY GRADE, DOUGLAS CO., NV
A.P.N. 1318-26-101-004
SHEET 1 OF 2

S.R. 207
KINGSBURY GRADE



MICHELSEN
BK. 1289 PG. 2074
A.P.N. 1318-26-101-003

U.S.P.S.
BK. 376 PG. 597
A.P.N. 1318-26-101-004

SEE SHEET 2 OF 2 FOR LINE TABLE

TA TURNER & ASSOCIATES, INC.

LAND SURVEYING

(775) 585-5658

368 DORLA COURT, SUITE 203

ROUND HILL, NEVADA

P.O. BOX 5067 - STATELINE, NEVADA 89449

PROJECT FILE 15111 SHARED ACCESS & STORAGE

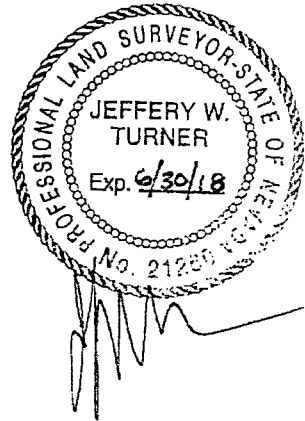


Exhibit D

DATE 10/2015 JOB No. 15111
 PROJECT EASEMENT EXHIBIT
 BY SW PAGE 2 OF 2
 223 KINGSBURY GRADE, DOUGLAS CO., NV
 A.P.N. 1318-26-101-004
 SHEET 2 OF 2

LINE TABLE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 79°45'57" E	40.75'
L2	N 79°45'57" E	61.40'
L3	N 07°21'54" W	4.62'
L4	N 63°32'10" E	12.95'
L5	N 48°07'49" W	8.19'
L6	N 80°54'55" E	21.79'
L7	N 38°39'53" E	4.31'
L8	N 08°42'43" W	12.46'
L9	N 08°42'43" W	91.30'
L10	N 10°44'15" E	29.16'
L11	N 04°36'42" W	74.63'
L12	N 28°42'34" W	19.10'
L13	N 15°00'26" W	28.77'
L14	N 11°05'15" W	35.14'
L15	N 11°58'05" E	7.01'
L16	N 08°45'26" W	19.90'
L17	N 01°47'37" W	33.66'
L18	N 07°04'34" E	22.82'
L19	N 03°57'04" W	93.54'
L20	N 08°01'29" W	98.18'
L21	N 08°01'29" W	28.69'
L22	N 57°10'44" E	26.99'
L23	N 81°14'34" E	72.44'
L24	N 88°59'57" E	9.84'
L25	N 26°19'22" W	3.24'
L26	N 87°35'21" W	23.26'
L27	N 70°15'32" W	16.03'
L28	N 24°24'40" W	2.33'
L29	N 11°59'52" E	13.76'
L30	N 81°48'37" W	11.14'
L31	N 72°16'26" E	7.41'
L32	N 30°36'15" E	7.79'
L33	N 76°35'58" E	7.18'
L34	N 25°44'51" E	2.06'
L35	N 81°58'31" E	30.50'

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