28

 ${\tt DOUGLAS\,COUNTY,\,NV}$ 

20

2017-895431

Rec:\$28.00 Total:\$28.00

03/03/2017 10:46 AM

MICHELSEN KINGSBURY STATION

Pgs=15

APN# 1318 - 26 - 101 - 20 9	
Recording Requested by/Mail to:	0051669201708954310150155
Name: Michelson Kingsbury Station LLC	AREN ELLISON, RECORDER
Address: Po Box 2010	\ \
City/State/Zip: Stateline, NV 89449	
Mail Tax Statements to:	
Name:	
Address:	
City/State/Zip:	
Permanent Easement	
Title of Document (required)	
(Only use if applicable)	
The undersigned hereby affirms that the document submitted contains personal information as required by law: (check a	76.
Affidavit of Death – NRS 440.380(1)(A) & NRS 40	
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
	· · · · · ·

#### PERMANENT EASEMENT

TAX PARCEL NUMBER: 1318-26-101-004

**NEVADA, DOUGLAS COUNTY** 

#### 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 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 park and store equipment in an area to the rear the facility on the Grantee's Parcel.
- 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 seventeen thousand, one hundred twenty dollars (\$17,120.00), 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 easement over, under, along, across and through the Easement Area for the purposes of storing equipment and parking vehicles at the 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. Grantee shall be responsible for performing all snow removal, plowing, salting, or sanding of the Easement Area, at no cost to Grantor. Grantee shall also be responsible for performing all asphalt

and/or sub-base repair or re-pavement, and any associated work within the Easement Area, at no cost to Grantor. Further the Grantee must obtain written permission from the Grantor prior to making any repairs, alterations or installing improvements within the Easement Area.

- 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 Easement Area, 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; 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. <u>Covenants Running with the Land</u>. 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. <u>Notices.</u> 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 contaminates 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. <u>Authorized Representative.</u> 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 (L.S.) this 13 day of 20 17, in the presence of: (Printed) Witness (Title) DISTRICT OF COLUMBIA 2017, before me, the undersigned notary public, personally as aforesaid, and proved to me through satisfactory evidence of identification which was I photographic identification with signature issued by a federal or state governmental agency,  $\square$  oath or affirmation of a credible witness, otin personal knowledge of theundersigned, 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. bnul CLAUDIA DANIELS Notary Public, District of Columbia Notary Public: My Commission Expires May 31, 2021 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** 

Gary Michelsen

PRESIDENT

STATE OF NEVADA

County of Douglas, ss.

Robin Kroger

On <u>February</u> 2., 20<u>17</u>, before me, the undersigned notary public, then personally appeared Gary Muchelsen 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 Michelsen Kingsbury Station, Corporation.

Notary Public: Robin Kroeger

My Commission Expires: 9/5/19

ROBIN KROEGER NOTARY PUBLIC STATE OF NEVADA Non Resident NO:03-83979-5

My Appt. Expires September 5, 2019

## Exhibit A

NOFFICIAL RECORDS OF

TO Jee

75 MAR 11 P12: 3R

When Recorded Mail to:

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

Re: Zephyr Cove, NV

Patriola J. STANLEY
PATRIO

#### DEED

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.

### WITNESSETH:

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 5 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,

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DS 684

- (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,
- 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,

- 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,
- N 10°17'33" W 159.48 feet to said Southerly rightof-way line; thence,
- 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

Michelsen

in Howard Cox

38874

5000 376 off obj

## **Exhibit A** DOUGLAS COUNTY

STATE OF NEVADA

ss.

County of Douglas

On this day of the 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 -- State of Nevada MARILYN L. BIGHAM DOUBLAS COUNTY My Commission States Nev. 6, 1979

38874 800K 376 HE 593

## Exhibit B

#### DOUGLAS COUNTY

Kingsbury Station

7-130-10

Mail original deed to:

Mail tax statements to:

ÁVANSINO, MELARKEY & KNOBEL Wiegand Center 165 West Liberty Street Reno, Nevada 89501

MR. JOHN E. MICHELSEN Post Office Box 646 Zephyr Cove, Nevada 89448

#### QUITCLAIM DEED

R.P.T.T. \$ # / C

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WITHOUT CONSIDERATION, JOHN E. MICHELSEN and ANN J. MICHEL-SEN, 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 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 -

AVANSING, MELARKI Y & KNOBEL WILDSHOEL STAND 8710 1CVADA 89501

EP2118/ESFM

216766 1900 1289 PAGE 2074

Description: Douglas, NV Document - Book.Page 1289.2074 Page: 1 of 2 Order: Douglas Comment:

Page 9 of 14

1 Together with the tenements, hereditaments and appurtenances 2 thereunto belonging or appertaining, and the reversions, remainde-3 rs, rents, issues, and profits thereof. Dated DECEMBER 19, 1989. 5 6 8 STATE OF NEVADA, COUNTY OF WASHOE: 10 Detember 19, 1989, personally appeared before me, 11 a Notary Public, JOHN E. MICHELSEN and ANN J. MICHELSEN, who 12 acknowledged to me that they executed the foregoing instrument. 13 14 15 16 A.M. PURDY 17 Notary Public - State of Nevada According to County 18 MY APPOINTMENT EXPIRES NOV. 7, 1993 19 20 21 22 23 24 25 REQUESTED BY 26 27 '89 DEC 19 P2:04 28 ---SUZANNE BEALEREAU LAW OFFICES OF AVANSING, MELARKEY & KNOBEL WIEGAND CUSTER THE WIEL LIBIRITY STREET RENO, NEVADA 89501 216766 \$ 600 in Bh DEPUTY EP2118/ESFM 1289 PAGE 2075

### **Exhibit C**

January 9, 2017

# DESCRIPTION Parking & Storage 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 the West most corner of said Parcel, thence North 79°45'57" East 40.75 feet to the Point of Beginning,

```
thence North 79°45'57" East 61.40 feet;
thence South 07°21'54" East 4.62 feet:
thence South 63°32'10" West 12.95 feet:
thence South 48°07'49" East 8.19 feet;
thence North 80°54'55" East 21.79 feet;
thence North 38°39'53" East 4.31 feet;
thence North 08°42'43" West 12.46 feet;
thence North 81°58'31" East 30.50 feet;
thence South 08°01'29" East 28.69 feet;
thence South 57~10'44" West 26.99 feet;
thence South 81°14'34" West 72.44 feet;
thence South 88°59'57" West 9.84 feet;
thence North 26°19'22" West 3.24 feet;
thence North 87°35'21" West 23.26 feet;
thence North 70°15'32" West 16.03 feet;
thence North 24°24'40" West 2.33 feet;
thence North 11359'52" East 13.76 feet;
thence South 81°48'37" East 11.14 feet;
thence North 72°16'26" East 7.41 feet;
thence North 30°36'15" East 7.79 feet;
thence North 76°35'58" East 7.18 feet;
thence North 25<sup>3</sup>44'51" East 2.06 feet to the Point of Beginning.
```

## **Exhibit C**

Containing 4,565 square feet, more or less.

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

Note:

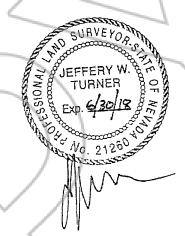
Refer this description to your title company before incorporating into

any legal document.

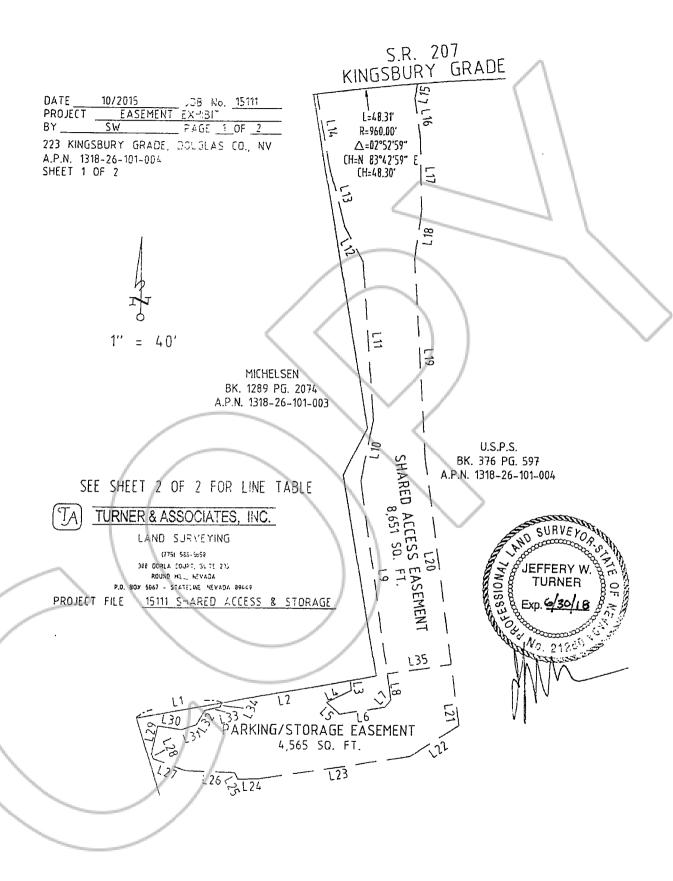
Prepared by:

Turner & Associates, Inc.

Land Surveying P.G. Box 5067 Stateline, NV 89449



## **Exhibit D**



## **Exhibit D**

DATE 10/2015 JOB No. 15111

PROJECT EASEMENT EXHIBIT

BY 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
<u></u> 11	N 79°45′57″ E	40.75
L2	N 79°45′57" E	61.40'
L3	N 07°21′54" W	4.62'
Ľ4	N 63°32'10" E	12.95
L5	N 48°07'49" W	8.19'
L6	N 80°54'55" E	21.79'
LZ	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'
E11	N 04°36'42" W	74.63'
L 12	N 28°42'34" W	19.10'
L13	N 15°00'26" W	28.77'
L14	N 11°05′15″ W	35.14'
L 15	N 11°58′05′′ E	7.01'
L 16	N 08°45'26" W	19.90
L 17	N 01°47'37" W	33.66'
L 18	N 07°04'34" E	22.82'
L 19	N 03°57′04″ W	93.541
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	9.841
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

TA TURNER & ASSOCIATES, INC.

LAND SURVEYING

(775) 588-5658 388 DORLA COURT, SUITE 203 ROUND HILL, NEVADA

ROUND HILL, NEVADA
P.O. BOX 5167 - STATELINE, NEVADA 89449

PROJECT FILE 15111