

18-

APN 1320-29-401-016  
1320-29-401-021



KAREN ELLISON, RECORDER

**AFTER RECORDATION RETURN TO:**

G Peg II, LLC  
Attn: Michael Pegram  
1627 U.S. Hwy 395 N  
Minden NV 89423

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

**RECIPROCAL PARKING AND ACCESS AGREEMENT**

This Reciprocal Parking and Access Agreement ("Agreement") is made and shall be effective this 7<sup>th</sup> day of June, 2017, by and between G Peg II, LLC, a Nevada limited liability company, as owner of Adjusted Parcel 1, formerly Assessor's Parcel No. 1320-29-401-016 ("North Parcel") and G Peg II, LLC, a Nevada limited liability company, as owner of Adjusted Parcel 2, formerly Assessor's Parcel No. 1320-29-401-021 ("South Parcel").

**RECITALS**

- A. G Peg II, LLC ("G Peg II") acquired a parcel owned by a third party, Assessor's Parcel No. 1320-29-401-09, and consolidated (merged) it with Assessor's Parcel No. 1320-29-401-10, to form the South Parcel; and
- B. The South Parcel was assigned Assessor's Parcel No. 1320-29-401-021; and
- C. G Peg II intends to use the South Parcel as supplemental parking, not required by the parking provisions of the Douglas County Code, for its current use of the North Parcel and other adjacent parcels; and

D. Douglas County subsequently determined that the South Parcel was non-conforming because an existing building on the parcel exceeded the square footage permitted by code on a parcel the size of the South Parcel; and

E. Douglas County directed G Peg II to accomplish a boundary line adjustment that would expand the South Parcel to 10,000 square feet and thereby accommodate the existing structure, and would shrink the North Parcel by the corresponding number of square feet; and

F. Upon completion of the boundary line adjustment, Douglas County required G Peg II to amend this Agreement to reflect the new parcel descriptions and assessor's parcel numbers created as a result of the boundary line adjustment; and

G. Upon completion of the boundary line adjustment, the North Parcel will be more particularly described in Exhibit A attached hereto, and the South Parcel will be more particularly described in Exhibit B attached hereto.

H. As Condition No. C(2) of its conditional approval of DA 17-014 ("Condition C(2)"), an application for a Minor Design Review required by Douglas County for construction of parking facilities on the South Parcel, Douglas County required that G Peg II, as owner of both the North Parcel and the consolidated South Parcel, enter into an agreement described as a "Joint Parking Agreement and Access Easement pertaining to the newly created (merged) project parcel and formerly assigned APN 1320-29-401-016;" and

I. This Agreement is entered into in full satisfaction of Condition C(2) and the directive of Douglas County to amend this Agreement as set forth above.

NOW THEREFORE, in consideration of the promises set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, G Peg II as owner of the North Parcel and G Peg II as owner of the South Parcel agree as follows:

1. Customers and invitees of G Peg II, as owner of the North Parcel, and customers and invitees of its tenants or related entities, shall have the right to use and occupy of the parking facilities, including drive aisles and parking spaces, as may exist on the South Parcel under the same terms and conditions and at the same times as said customers and invitees are permitted by G Peg II, its tenants or related entities to use the parking facilities, including parking spaces and drive aisles, on the North Parcel.

2. Customers and invitees of G Peg II, as owner of the South Parcel, and customers and invitees of its tenants or related entities, shall have the right to use and occupy the parking facilities, including drive aisles and parking spaces, as may exist on the North Parcel under the same terms and conditions and at the same times as said customers and invitees are permitted by G Peg II, its tenants or related entities to use the parking facilities, including parking spaces and drive aisles, on the South Parcel.

3. G Peg II, as owner of the South Parcel, grants to the customers and invitees of itself, its related entities and tenants desiring to use the North Parcel parking facilities a license to use the access points to the South Parcel and its drive aisles to access the North Parcel.

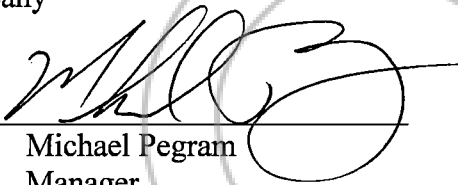
4. G Peg II, as owner of the North Parcel, grants to the customers and invitees of itself, its related entities and tenants desiring to use the South Parcel parking facilities a license to use the access points to the North Parcel and its drive aisles to access the South Parcel.

5. If G Peg II transfers ownership of either the North Parcel or the South Parcel, to an unrelated third party, or if either Parcel is taken by eminent domain or disposed of in a bankruptcy proceeding or by a receiver, this Agreement shall terminate, and neither the owner of the North Parcel nor the owner of the South Parcel shall have any obligation to the other as set forth herein.

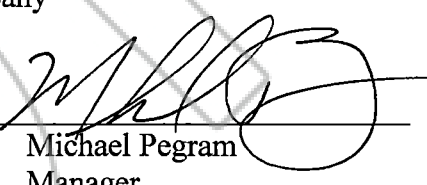
6. G Peg II acknowledges that a change of use of the North Parcel or the South Parcel may be subject to review by Douglas County in accordance with the provisions of Title 20 of the Douglas County Code.

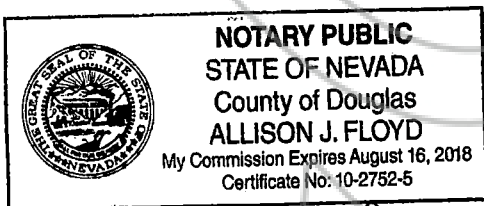
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth hereinabove.

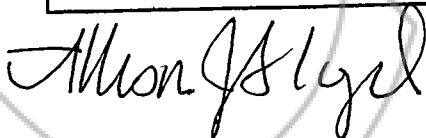
**G PEG II, LLC**, a Nevada limited liability company

By   
Michael Pegram  
Its: Manager

**G PEG II, LLC**, a Nevada limited liability company

By   
Michael Pegram  
Its: Manager





State of Nevada ss:  
County of Douglas  
This instrument was  
acknowledged before me  
on 7th of June 2017 by  
Michael E. Pegram.

EXHIBIT 'A'

1877-011  
06/05/17

**DESCRIPTION  
ADJUSTED PARCEL 1  
(CURRENT A.P.N. 1320-29-401-016)  
G PEG II, LLC**

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

A parcel of land lying within a portion of Section 29, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at the southwest corner of Parcel 3 as shown on the Record of Survey in Support of a Boundary Line Adjustment for G Peg II, LLC & First Amended Dean Seeman Trust Agreement filed for record May 19, 2011 in the office of Recorder, County of Douglas as Document No. 783462, a found nail & tag, PLS 3209, said point falling on the easterly line of U.S. Highway 395;

thence along said easterly line of U.S. Highway 395, South 62°38'42" East, 955.79 feet to the POINT OF BEGINNING;  
thence North 27°21'45 East, 81.56 feet;  
thence along the arc of a curve to the right having a radius of 85.00 feet, central angle of 56°45'57" and arc length of 84.21 feet;  
thence South 62°40'37" East, 132.33 feet to a point on the northwesterly terminus of Eighth Street (a.k.a. Water Street);  
thence continuing along said northwesterly terminus of Eighth Street, South 26°59'53" West, 42.24 feet;  
thence along the westerly line of said Eighth Street, South 62°38'42" East, 149.91 feet;  
thence South 27°21'18" West, 110.49 feet to a point on said easterly line of U.S. Highway 395;  
thence along said easterly line of U.S. Highway 395, North 62°38'42" West, 320.93 feet to the POINT OF BEGINNING containing 41,861 square feet or 0.96 acres, more or less.

The Basis of Bearing of this description is North 62°38'42" West, a portion of the northeast line of Parcel 1 as shown on the Record of Survey in Support of a Boundary Line Adjustment for G Peg II, LLC & First Amended Dean Seeman Trust Agreement filed for record May 19, 2011 said of Recorder as Document No. 783462.

Prepared By: R.O. ANDERSON ENGINEERING, INC.  
Cory J. Kleine, P.L.S. 21988  
P.O. Box 2229  
Minden, Nevada 89423

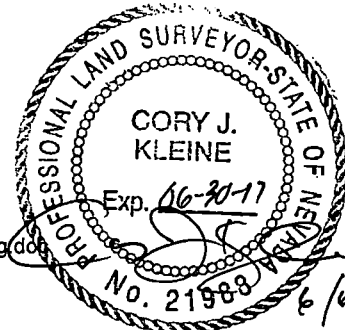


EXHIBIT 'B'

1877-011  
06/05/17

**DESCRIPTION  
ADJUSTED PARCEL 2  
(CURRENT A.P.N. 1320-29-401-021)  
G PEG II, LLC**

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

A parcel of land lying within a portion of Section 29, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at the southwest corner of Parcel 3 as shown on the Record of Survey in Support of a Boundary Line Adjustment for G Peg II, LLC & First Amended Dean Seeman Trust Agreement filed for record May 19, 2011 in the office of Recorder, County of Douglas as Document No. 783462, a found nail & tag, PLS 3209, said point falling on the easterly line of U.S. Highway 395;

thence along said easterly line of U.S. Highway 395, South 62°38'42" East, 1,276.72 feet to the POINT OF BEGINNING;

thence North 27°21'18 East, 110.49 feet to a point on the westerly line of Eighth Street (a.k.a. Water Street);

thence along said westerly line of Eighth Street, South 62°38'42" East, 90.51 feet;

thence South 27°21'18" West, 110.49 feet to a point on said easterly line of U.S. Highway 395;

thence along said easterly line of U.S. Highway 395, North 62°38'42" West, 90.51 feet to the POINT OF BEGINNING containing 10,000 square feet or 0.23 acres, more or less.

The Basis of Bearing of this description is North 62°38'42" West, a portion of the northeast line of Parcel 1 as shown on the Record of Survey in Support of a Boundary Line Adjustment for G Peg II, LLC & First Amended Dean Seeman Trust Agreement filed for record May 19, 2011 said of Recorder as Document No. 783462.

Prepared By: R.O. ANDERSON ENGINEERING, INC.  
Cory J. Kleine, P.L.S. 21988  
P.O. Box 2229  
Minden, Nevada 89423

