

APN: 1220-20-001-073

Mail tax statements to:  
Bently Family, LLC  
1597 Esmeralda Avenue  
Minden, NV 89423

When Recorded, Mail to:  
Bently Family, LLC  
1597 Esmeralda Avenue  
Minden, NV 89423

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

I, the undersigned, do hereby affirm that this document submitted for recording does not contain the Social Security number of any person or persons. (Per NRS 239B.030)

**ACCESS EASEMENT DEED**

THIS INDENTURE is made this 22<sup>nd</sup> day of March, 2018, by and between BENTLY FAMILY, LLC, a Nevada limited liability company, f/k/a Bently Family Limited Partnership, a Nevada limited partnership (hereinafter referred to as "GRANTOR"), and BENTLY FAMILY LLC, a Nevada limited liability company, (hereinafter referred to as "GRANTEE").

**WITNESSETH:**

THAT IN AND FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, convey, transfer and deliver unto the GRANTEE and its successors and assigns, a perpetual access and ingress and egress road easement across, on, under, over and through GRANTOR'S real property commonly referred to as Douglas County, Nevada Assessor's Parcel # 1220-20-001-073 for access, and ingress and egress to utilize, construct, maintain and repair a road and related improvements for the benefit, and at the sole cost and expense of GRANTEE and its benefitted real properties commonly identified as Douglas County, Nevada Assessor's Parcel

# 1220-20-002-004, # 1220-20-002-005, # 1220-20-002-006 and # 1220-20-002-008, which said Easement is as more particularly described and depicted as set forth in **Exhibit "A"**, attached hereto and incorporated by reference ("Easement Area").

GRANTOR covenants for the benefit of GRANTEE and its successors and assigns, that no building, structure, or other real property improvements will be constructed on, under, over or through the Easement Area without the prior written consent of GRANTEE, which shall not be unreasonably withheld. Such structures include, but are not limited to, drainage, facilities, trees, fencing, buildings and walls. GRANTOR retains, for GRANTOR'S benefit, the right to use the Easement Area for GRANTOR'S own purposes without GRANTEE'S approval, provided, however, that no use will interfere with, and will be in all respects consistent with, the GRANTEE'S rights herein, and all federal, state and local laws and regulations, unless otherwise first agreed to in writing by GRANTEE. GRANTEE shall be under no obligation to maintain, restore or repair any landscaping and improvements that may be damaged by the road and its maintenance, repairs and improvements within the Easement Area, unless as a result of the gross negligence of GRANTEE. All rights and obligations granted by this Easement shall run with the land and shall be binding upon GRANTOR, its successors, agents and assignees forever. This Easement, including any Exhibits incorporated herein by reference, sets forth all (and is intended by the parties to be an integration of all) of the representations, promises, agreements, and understandings among the parties hereto with respect to the rights, privileges and obligations of the parties. There are no draft representations, promises, agreements, or understandings, oral or written, express or implied, among the parties other than as set forth or incorporated herein.

IN WITNESS WHEREOF, the GRANTOR has executed these presents the day and year first above written.

GRANTOR:

BENTLY FAMILY, LLC  
A Nevada limited liability company, f/k/a  
Bently Family Limited Partnership, a Nevada  
limited partnership

By: *Jeffrey R Jarboe*  
Name: Jeff Jarboe  
Title: Chief Financial Officer

State of NEVADA            )  
  ): ss.  
County of DOUGLAS        )

On March 22<sup>nd</sup>, 2018, before me, *Emily Tedore*, a Notary Public, personally appeared JEFF JARBOE, personally known to me or proven to me on the basis of satisfactory evidence 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 person, or entity upon behalf of which the person acted, executed the instrument.

I declare under the laws of the state of Nevada that the foregoing is true and correct.

WITNESS my hand and official seal.

*Emily Tedore*  
Notary Public

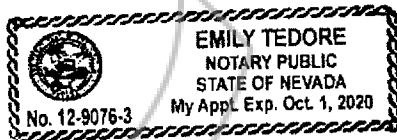
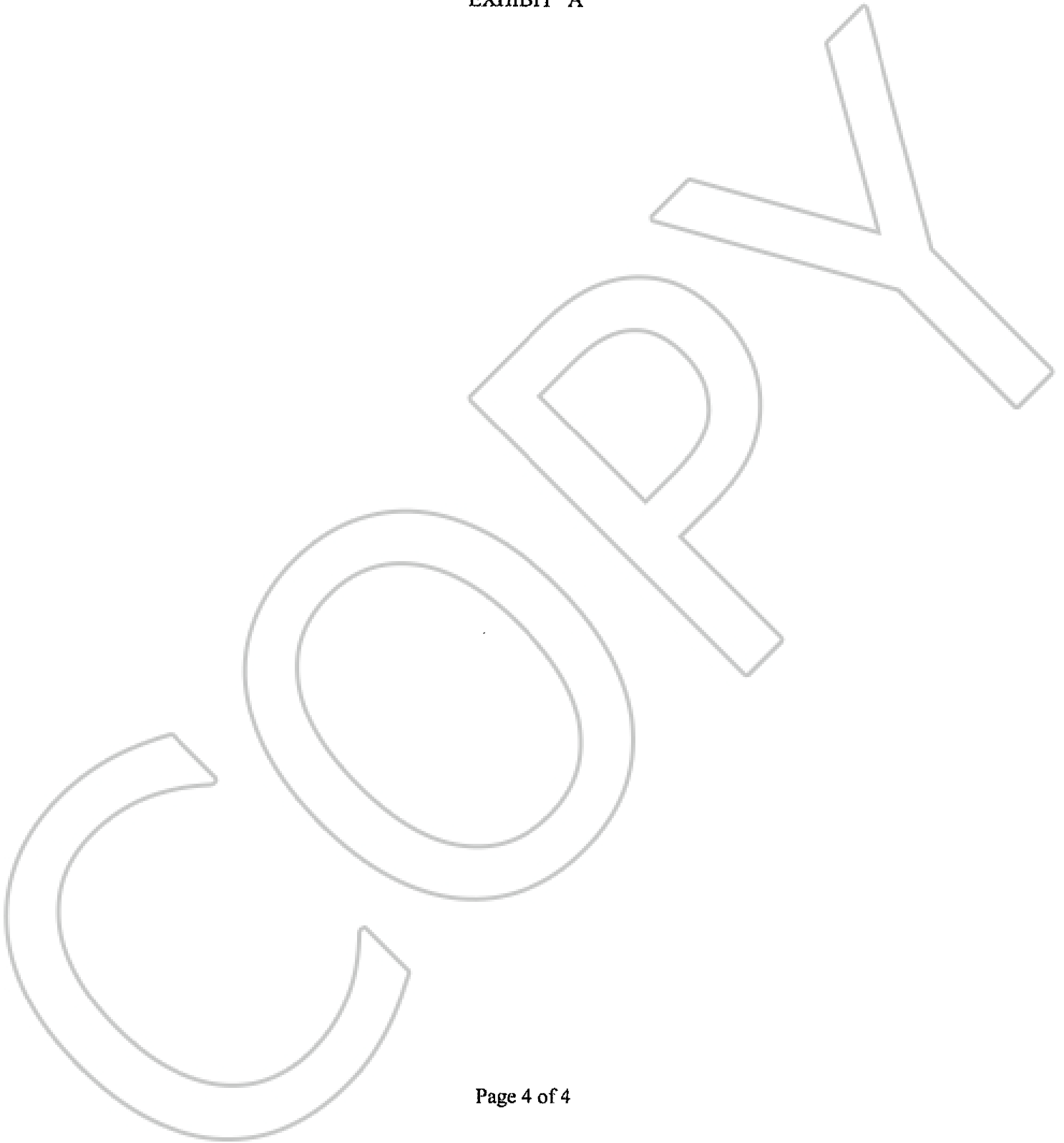


EXHIBIT "A"



**EXHIBIT "A"**  
**30' WIDE ACCESS EASEMENT**  
**BENTLY FAMILY LTD PARTNERSHIP**  
**APN 1220-20-001-073**

A portion of the North One-Half of Section 20, Township 12 North, Range 20 East, M.D.M., Douglas County, Nevada, for access easement purposes, being more particularly described as follows:

BEGINNING at a point on the Northerly boundary line of Parcel K as shown on Final Map Of Division Of Land Into Large Parcels, LDM #2008, For Bently Family Limited Partnership, Document No. 446875, of the Douglas County Recorder's Office, which point bears North 40°55'31" East, 5,260.79 feet from the Southwest corner of said Section 20;

Thence North 89°48'23" East along said North boundary line, a distance of 30.62 feet;  
Thence the following seven courses:

- 1) South 11°20'25" West, a distance of 193.77 feet;
- 2) South 04°18'20" West, a distance of 55.92 feet;
- 3) South 02°55'31" East, a distance of 58.91 feet;
- 4) South 04°54'00" East, a distance of 376.06 feet;
- 5) South 04°41'03" East, a distance of 260.18 feet;
- 6) South 02°50'12" East, a distance of 222.69 feet;
- 7) South 05°43'29" West, a distance of 166.01 feet to a point on the South boundary line of said Parcel K;

Thence North 90°00'00" West along said South boundary line, a distance of 30.15 feet to the Southwest corner of said Parcel K;

Thence North 05°43'29" East along the West boundary line of said Parcel K, a distance of 166.77 feet;

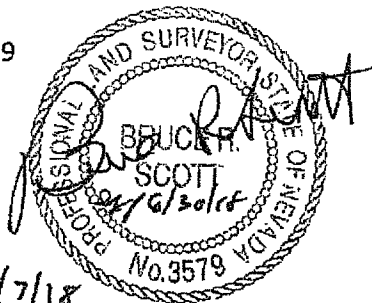
Thence the following six courses:

- 1) North 02°50'12" West, a distance of 219.96 feet;
- 2) North 04°41'03" West, a distance of 259.64 feet;
- 3) North 04°54'00" West, a distance of 376.52 feet;
- 4) North 02°55'31" West, a distance of 61.32 feet;
- 5) North 04°18'20" East, a distance of 59.66 feet;
- 6) North 11°20'25" East, a distance of 189.49 feet, to the POINT OF BEGINNING.

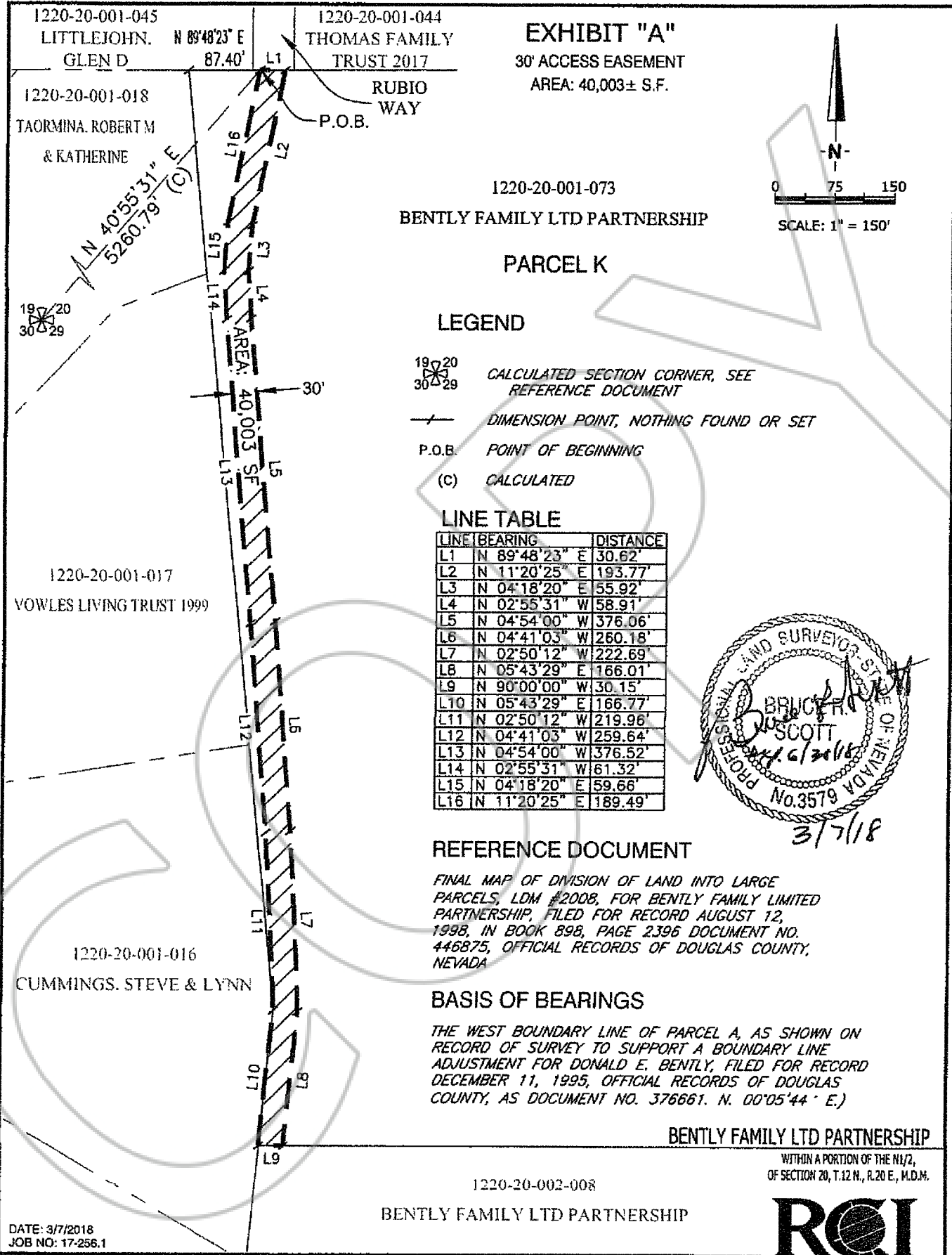
Containing 40,003 square feet, more or less.

Basis of Bearing: The West boundary line of Parcel A, as shown on Record of Survey To Support A Boundary Line Adjustment for Donald E. Bently, filed for record December 11, 1995, Official Records of Douglas County, as Document No. 376661. (N. 00°05'44" E.)

Prepared by:  
Bruce R. Scott, Nevada PLS No. 3579  
Resource Concepts, Inc.  
340 N. Minnesota St.  
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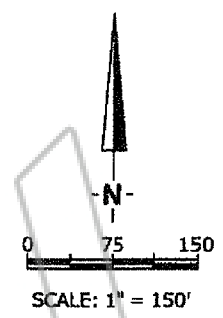


Date: March 7, 2018  
Job No.: 17-256.1



**EXHIBIT "A"**

**30' ACCESS EASEMENT**  
 AREA: 40,003± S.F.



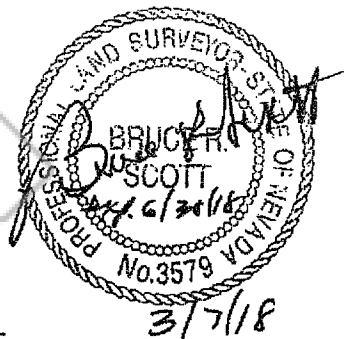
1220-20-001-073  
**BENTLY FAMILY LTD PARTNERSHIP**  
**PARCEL K**

**LEGEND**

- 19** **20**  
**30** **29** CALCULATED SECTION CORNER, SEE REFERENCE DOCUMENT
- DIMENSION POINT, NOTHING FOUND OR SET
- P.O.B.** POINT OF BEGINNING
- (C)** CALCULATED

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 89°48'23" E	30.62'
L2	N 11°20'25" E	193.77'
L3	N 04°18'20" E	55.92'
L4	N 02°55'31" W	58.91'
L5	N 04°54'00" W	376.06'
L6	N 04°41'03" W	260.18'
L7	N 02°50'12" W	222.69'
L8	N 05°43'29" E	166.01'
L9	N 90°00'00" W	30.15'
L10	N 05°43'29" E	166.77'
L11	N 02°50'12" W	219.96'
L12	N 04°41'03" W	259.64'
L13	N 04°54'00" W	376.52'
L14	N 02°55'31" W	61.32'
L15	N 04°18'20" E	59.66'
L16	N 11°20'25" E	189.49'



**REFERENCE DOCUMENT**

FINAL MAP OF DIVISION OF LAND INTO LARGE PARCELS, LDM #2008, FOR BENTLY FAMILY LIMITED PARTNERSHIP, FILED FOR RECORD AUGUST 12, 1998, IN BOOK 898, PAGE 2396 DOCUMENT NO. 446875, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA

**BASIS OF BEARINGS**

THE WEST BOUNDARY LINE OF PARCEL A, AS SHOWN ON RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT FOR DONALD E. BENTLY, FILED FOR RECORD DECEMBER 11, 1995, OFFICIAL RECORDS OF DOUGLAS COUNTY, AS DOCUMENT NO. 376661. N. 00°05'44" E.)

**BENTLY FAMILY LTD PARTNERSHIP**

WITHIN A PORTION OF THE N1/2,  
 OF SECTION 20, T.12 N., R.20 E., M.D.M.

1220-20-002-008  
**BENTLY FAMILY LTD PARTNERSHIP**



DATE: 3/7/2018  
 JOB NO: 17-256.1