

DOUGLAS COUNTY, NV **2018-916042**
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\$35.00 Pgs=6 **06/25/2018 03:58 PM**
FIRST AMERICAN TITLE NCS LAS VEGAS
KAREN ELLISON, RECORDER

APN: 1320-30-701-007
Order No.: _____
Escrow No.: _____

RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:

Tesoro Companies
19100 Ridgewood Parkway
San Antonio, Texas 78259
Attn: Marketing Services

Facility No.: 42362
Location: 1676 US Highway 395 North
Minden, Nevada 89423

FOR RECORDER'S USE

MEMORANDUM OF ARCO RETAIL SALES AGREEMENT

This Memorandum of ARCO Retail Sales Agreement (this "Memorandum") dated June 11, 2018 is entered into by TESORO REFINING & MARKETING COMPANY LLC, a Delaware limited liability company, whose address is 19100 Ridgewood Parkway, San Antonio, Texas 78259 ("Tesoro"), and Minden Gas LLC, a Nevada limited liability company, whose address is 1676 US Highway 395 North, Minden, Nevada 89423 ("Franchisee").

1. Right of First Refusal. For valuable consideration, Franchisee grants to Tesoro a right of first refusal to purchase all of Franchisee's interest, whether fee or leasehold, in the real property (the "Real Estate") commonly known as 1676 US Highway 395 North in the City of Minden, County of Douglas (the "County"), State of Nevada, and more particularly described in the attached Exhibit A, and all improvements located at the Real Estate.

2. ARCO Retail Sales Agreement. The terms of Tesoro's right of first refusal are more fully set forth in an unrecorded ARCO Retail Sales Agreement between Tesoro and Franchisee, as such agreement may be amended, replaced, extended, or renewed from time to time (the "Agreement"). The Agreement is incorporated by reference into this Memorandum.

3. Purpose of Memorandum; Conflicting Provisions. The purpose of this Memorandum is to make Tesoro's right of first refusal a matter of public record. If a provision in this Memorandum conflicts with a provision in the Agreement regarding Tesoro's right of first refusal, the provision in the Agreement will control.

4. Expiration of the Agreement. Upon the expiration of the Agreement and Tesoro's receipt of a written request from Franchisee, Tesoro shall record a termination of the Agreement and this Memorandum in the official records of the County.

5. Binding Effect. The rights and obligations set forth in this Memorandum shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, successors and assigns.

6. Counterparts. The parties may sign this Memorandum of ARCO Retail Sales Agreement in counterparts. The signature pages from the separately signed counterparts may be attached to one copy of this Memorandum to form a single document.

TESORO:

TESORO REFINING & MARKETING COMPANY LLC,
a Delaware limited liability company



By: *Douglas D. Renteria*

Printed Name: Douglas D. Renteria

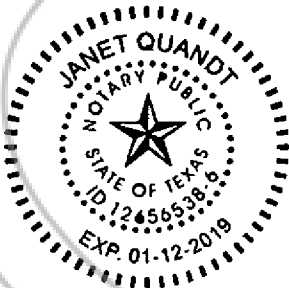
Printed Title: Authorized Signatory

STATE OF TEXAS)
) ss.
COUNTY OF BEXAR)

Before me, *Janet Quandt*, Notary Public, on this day personally appeared Douglas D. Renteria, on behalf of Tesoro known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on June 11, 2018.

Janet Quandt
Notary Public Signature



(Signature of Franchisee on following page)

FRANCHISEE:

Minden Gas LLC
a Nevada limited liability company

By: 

Printed Name: Ajay Goel

Printed Title: Authorized Signatory

Notary Attached

By: _____

Printed Name: _____

Printed Title: _____

In Progress
(ATTACH NOTARY ACKNOWLEDGMENT)

ACKNOWLEDGMENT

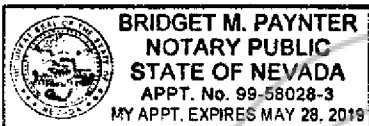
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Nevada)
County of Carson City)

On June 7, 2018, before me, Bridget M. Paynter Notary Public, personally appeared Ajay Goel who proved 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

Witness my had and official seal.



Bridget M. Paynter
Notary Public Signature

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

On _____, before me, _____ Notary Public, personally appeared _____ who proved 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

Witness my had and official seal.

Notary Public Signature

**EXHIBIT A
LEGAL DESCRIPTION OF THE REAL ESTATE**

Site # 42362

The land referred to in this Commitment is situated in the City of Minden, County of Douglas, State of Nevada, and is described as follows:

PARCEL 1:

ALL THAT CERTAIN REAL PROPERTY KNOWN AS PARCEL 1 OF THAT RECORD OF SURVEY RECORDED IN BOOK 787, PAGE 3344 AS DOCUMENT NO. 158863, OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA, BEING A PORTION OF SECTION 30, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.M., IN DOUGLAS COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL NO. 2 OF THE PARCEL MAP FOR OLGA HOLMES, RECORDED IN BOOK 1278, PAGE 925 AS DOCUMENT NO. 28271, RECORD OF DOUGLAS COUNTY, NEVADA, SAID POINT OF BEGINNING LIES ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY 395, 76.00 FEET, MEASURED AT RIGHT ANGLES;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE NORTH 63° 25' 00" WEST, 82.57 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 63° 25' 00" WEST, 175.00 FEET; THENCE SOUTH 26° 35' 00" WEST 200.00 FEET; THENCE SOUTH 63° 25' 00" EAST 175.00 FEET; THENCE NORTH 26° 35' 00" EAST 200.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL THE INTEREST IN AND TO THE MINERAL RIGHTS AS RESERVED IN A DEED RECORDED JUNE 19, 2003 IN BOOK 0603, PAGE 9584 AS DOCUMENT NO. 0580484, OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA; RECITED AS FOLLOWS:

"GRANTOR EXCEPTS FROM THE CONVEYANCE MADE BY THIS DEED THE RIGHTS BELOW THE DEPTH OF 500 FEET TO MINERALS AND OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER THE LAND CONVEYED IN FEE BY THIS DEED, BUT WITHOUT THE RIGHT OF SURFACE ENTRY."

PARCEL 2:

TWO NON-EXCLUSIVE EASEMENTS FOR DRIVEWAY PURPOSES, WITH THE RIGHT BUT NOT THE OBLIGATION TO GRADE, PAVE AND MAINTAIN SAID EASEMENT AREA IN COMMON WITH OTHERS, OVER, UPON, THROUGH, AND ACROSS ALL THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING A PORTION OF SECTION 30, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.M., IN DOUGLAS COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**THE LEGAL DESCRIPTION IS SUBJECT TO
VERIFICATION PRIOR TO CLOSING.**

PARCEL NO. 2A:

BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL NO. 2 OF THE PARCEL MAP FOR OLGA HOLMES, RECORDED IN BOOK 1278, PAGE 925 AS DOCUMENT NO. 28271, RECORD OF DOUGLAS COUNTY, NEVADA, SAID POINT OF BEGINNING LIES ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY 395, 76.00 FEET, MEASURED AT RIGHT ANGLES;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE NORTH 63° 25' 00" WEST, 82.57 FEET;

THENCE SOUTH 26° 35' 00" WEST 200.00 FEET;

THENCE SOUTH 63° 25' 00" EAST 14.00 FEET;

THENCE NORTH 26° 35' 00" WEST 200.00 FEET TO SAID SOUTHWESTERLY LINE;

THENCE NORTH 63° 25' 00" EAST 14.00 FEET ALONG SAID MARGIN TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2B:

BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL NO. 2 OF THE PARCEL MAP FOR OLGA HOLMES, RECORDED IN BOOK 1278, PAGE 925 AS DOCUMENT NO. 28271, RECORD OF DOUGLAS COUNTY, NEVADA, SAID POINT OF BEGINNING LIES ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY 395, 76.00 FEET, MEASURED AT RIGHT ANGLES;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE NORTH 63° 25' 00" WEST, 82.57 FEET;

THENCE SOUTH 26° 35' 00" WEST 200.00 FEET;

THENCE NORTH 63° 25' 00" WEST, 175.00 FEET;

THENCE NORTH 26° 35' 00" EAST 200.00 FEET TO SAID SOUTHWESTERLY MARGIN AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 63° 25' 00" WEST 14.00 FEET;

THENCE SOUTH 26° 35' 00" WEST 200.00 FEET;

THENCE SOUTH 63° 25' 00" EAST 14.00 FEET;

THENCE NORTH 26° 35' 00" EAST 200.00 FEET TO SAID MARGIN AND TO THE TRUE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JUNE 01, 2010 AS INSTRUMENT NO. 764678 OF OFFICIAL RECORDS.

APN: 1320-30-701-007

THE LEGAL DESCRIPTION IS SUBJECT TO
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