

**APN: 1318-24-401-010, 1318-24-301-008,
1318-24-301-009**

WHEN RECORDED MAIL TO:

Alling & Jillson, Ltd.
P.O. Box 3390
Lake Tahoe, NV 89449

This document is being recorded
as an accommodation only
by Signature Title Company, LLC

UTILITIES EASEMENT AGREEMENT

THIS UTILITIES EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 25th day of September, 2020, by Patrick K. Willis, as trustee of the Patrick K. Willis Family Trust, dated March 28, 2000 (the "Willis Trust"), and Janel Gallucci, a single woman, and Kevin Freemyer, a single man, as joint tenants (together, "Gallucci & Freemyer"). Willis Trust and Gallucci & Freemyer are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Willis Trust owns certain real property located in Douglas County, State of Nevada, commonly known as 450 Kingsbury Grade Road, Stateline, Nevada, Assessor's Parcel Number 1318-24-401-010 and 458 Kingsbury Grade Road, Stateline, Nevada Assessor's Parcel Number 1318-24-301-008 (collectively, the "Willis Property"), as more particularly described in **Exhibit A**, attached hereto, which is incorporated by this reference as if fully set forth herein;

WHEREAS, Willis Trust previously owned certain real property immediately adjacent to the Willis Property, located in Douglas County, State of Nevada, commonly known as 454 Kingsbury Grade Road, Stateline, Nevada Assessor's Parcel Number 1318-24-301-009 (the "Gallucci & Freemyer Property"), as more particularly described in **Exhibit B**, attached hereto, which is incorporated by this reference as if fully set forth herein;

WHEREAS, Willis Trust conveyed to Gallucci & Freemyer, as joint tenants, the Gallucci & Freemyer Property by virtue of the Grant, Bargain, Sale Deed recorded in the Official Records of Douglas County, Nevada, on April 25, 2019, as document number 2019-928272;

WHEREAS, utilities, including electricity, a gate pedestal pad and its components, water with meters and shutoffs, and BMP gravel collection and drainage facilities (collectively, the "Utilities") did, prior to the conveyance, and do, at present, run under, over, or through a certain portion of the Gallucci & Freemyer Property (the "Easement Area"), as more particularly described in **Exhibit C**, attached hereto, which is incorporated by this reference as if fully set forth herein, to benefit the Willis Property; and

WHEREAS, Gallucci & Freemyer desire to grant to Willis Trust an express perpetual, non-exclusive easement under, over, and through the Easement Area for any and all existing Utilities, and for the maintenance, repair, improvement, removal, or replacement, of such

Utilities, and for access to such Utilities for their maintenance, repair, improvement, removal, or replacement, as set forth herein.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, and other good and valuable consideration, receipt whereof is hereby acknowledged, the Parties do mutually agree as follows:

GRANT OF EASEMENT

1. Gallucci & Freemyer grants to Willis Trust a perpetual, non-exclusive easement under, over, and through the Easement Area, for any and all existing Utilities, and for the maintenance, repair, improvement, removal, or replacement, of such Utilities, including the right to undertake any reasonably necessary grading or trenching activities, and a perpetual, non-exclusive ten foot (10') easement on all sides of the Easement Area for access for any of the above purposes (the "Access Easement Area). The Easement Area and the Access Easement Area are collectively referred to herein as the "Easement".

2. The Easement granted herein is perpetual in nature, appurtenant to, and for the benefit of the Willis Property and every portion thereof and interest therein. The provisions of this Agreement shall be binding upon the successors and assigns of all Parties.

MAINTENANCE AND REPAIR

3. Willis Trust shall pay for any maintenance or repair work performed pursuant to the rights granted under this Agreement.

4. Willis Trust, when performing work pursuant to the rights granted under this Agreement, shall seek to minimize, wherever possible, the impact of its activities on the landscaping and improvements of the Gallucci & Freemyer Property. However, Willis Trust may remove any obstruction, including, but not limited to, landscaping and fencing, within in the Easement Area and the Access Easement Area that obstructs any of the rights granted to Willis Trust in this Agreement. Willis Trust shall promptly restore, repair, or replace any obstruction it removes pursuant to this Section 4, except Willis Trust has no obligation to restore, repair, nor replace any obstruction in the Easement Area that interferes with the proper use or function of the Utilities.

5. Except in cases of emergency, Willis Trust shall provide Gallucci & Freemyer three (3) days written notice of work to be performed in the Easement Area. In cases of emergency, Willis Trust shall provide notice if and when practicable to do so. Notice to Gallucci & Freemyer shall be provided as follows:

Janel Gallucci
Kevin Freemyer
3255 Crane Way
Oakland, California 94602
Email: janel.gallucci@gmail.com

MISCELLANEOUS

6. This Agreement shall be governed and construed according to the laws of the State of Nevada. Venue for any dispute in connection herewith shall be in the Ninth Judicial District Court of the State of Nevada, in and for the County of Douglas.

7. Gallucci & Freemyer assumes no liability for the acts or omissions of Willis Trust, its agents, servants, independent contractors, invitees, successors and assigns, as it relates to the installation, maintenance, or repair of utilities, or related activities, performed pursuant to the rights granted under this Agreement.

8. If any Party to this Agreement, commences an action against the other to enforce any of the terms and conditions contained herein, or because of the breach by any Party of the terms hereof, the prevailing Party(ies) shall be entitled to receive attorney's fees and costs of suit as damages and/or as an award of the Court.

9. This Agreement may be signed in counterparts which, when taken together, shall constitute one and the same instrument.

10. This Agreement constitutes the entire understanding of the Parties and shall, as of the complete execution hereof, supersede all other agreements, oral or written, of the Parties with regard to the subject matter. This Agreement may not be amended or modified except by a written document signed by all Parties hereto, or their successors or assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as set forth below.

DATED this 29 day of Sept, 2020.

WILLIS TRUST

This document is being recorded as an accommodation only by Signature Title Company, LLC

Patrick K. Willis, Trustee
By: Patrick K. Willis, Trustee of The Patrick K. Willis Family Trust dated March 28, 2000

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)


This instrument was acknowledged before me on the 29th day of September, 2020 by Patrick K. Willis, Trustee of The Patrick K. Willis Family Trust dated March 28, 2000.



[Signature]
NOTARY PUBLIC

DATED this 23 day of September, 2020.

GALLUCCI & FREEMYER


By Janel Gallucci

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the 23rd day of September, 2020,
by Janel Gallucci.

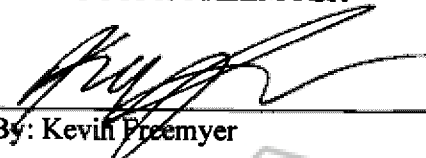

NOTARY PUBLIC



This document is being recorded
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by Signature Title Company, LLC

DATED this 25 day of September, 2020.

GALLUCCI & FREEMYER


By: Kevin Freemyer

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the 25th day of September, 2020,
by Kevin Freemyer.




NOTARY PUBLIC

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EXHIBIT A

APN: 1318-24-401-010

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

All that portion of Section 24, T13N, R18E, M.D.M., more particularly described as follows:

Beginning at the Northwest corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 24;

thence North $00^{\circ}20'10''$ East 76.74 feet;
thence South $89^{\circ}33'56''$ East 161.10 feet;
thence along a tangent curve to the left with a radius of 60 feet, a central angle of $39^{\circ}18'54''$, and an arc length of 41.17 feet;
thence North $51^{\circ}07'10''$ East 146.77 feet;
thence along a tangent curve to the right with a radius of 80 feet, a central angle of $42^{\circ}54'43''$, and an arc length of 59.92 feet;
thence South $85^{\circ}58'07''$ East 37.05 feet to a point on the Westerly line of Kingsbury Grade;
thence along said Westerly line along a curve concave to the Southeast with a radius of 640 feet and a central angle of $06^{\circ}49'29''$, the chord of said curve bears South $32^{\circ}55'10''$ west 76.19 feet;
thence South $29^{\circ}30'38''$ West 15.28 feet;
thence North $11^{\circ}41'59''$ West 8.94 feet;
thence North $24^{\circ}20'17''$ West 8.62 feet;
thence North $66^{\circ}21'21''$ West 17.29 feet; thence North $84^{\circ}59'14''$ West 33.38 feet;
thence South $64^{\circ}22'45''$ West 12.67 feet;
thence South $48^{\circ}51'43''$ West 102.32 feet;
thence South $22^{\circ}24'05''$ West 10.78 feet; thence South $01^{\circ}10'16''$ West 16.24 feet;
thence South $20^{\circ}21'24''$ East 15.34 feet;
thence South $49^{\circ}21'22''$ East 85.35 feet to a point on said Westerly line of Kingsbury Grade;
thence along said Westerly line South $29^{\circ}30'38''$ West 24.00 feet;
thence along a tangent curve to the right with a radius of 360 feet, a central angle of $43^{\circ}40'30''$, and an arc length of 274.42 feet;
thence South $73^{\circ}11'08''$ West 61.20 feet; thence North $00^{\circ}20'10''$ East 227.83 feet to the Point of Beginning.

Containing 1.56 acres, more or less.

The Basis of Bearing for this description is that Record of Survey, Document No. 45617.

Note: the above metes and bounds description appeared previously in that certain Grant, Bargain, Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on August 13, 2009 in Book 0809, at Page 3061, as Document 0748862 of Official Records.

APN: 1318-24-301-008

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

All that portion of Section 24, T13N, R18E, M.D.M., more particularly described as follows:

Commencing at the Northwest corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 24;

thence North $00^{\circ}20'10''$ East 76.74 to the True Point of Beginning;

thence North $00^{\circ}20'10''$ East 576.03 feet;

thence South $89^{\circ}27'45''$ East 330.19 feet;

thence South $00^{\circ}21'35''$ West 326.08 feet;

thence South $89^{\circ}30'50''$ East 197.49 feet to a point on the westerly line of Kingsbury Grade;

thence along said Westerly line along a curve concave to the Southeast with a radius of 640 feet, and a central angle of $15^{\circ}48'02''$, the chord of said curve bears South $44^{\circ}13'55''$ West 175.94 feet;

thence North $85^{\circ}58'07''$ West 37.05 feet;

thence along a tangent curve to the left with a radius of 80 feet, a central angle at $42^{\circ}54'43''$, and an arc length of 59.92 feet;

thence South $51^{\circ}07'10''$ West 146.77 feet;

thence along a tangent to the right with a radius of 60 feet, a central angle of $39^{\circ}18'54''$, and an arc length of 41.17 feet;

thence North $89^{\circ}33'56''$ West 161.10 feet to the Point of Beginning.

Containing 4.54 acres, more or less.

The Basis of Bearing for this description is that Record of Survey, Document No. 45617.

Note: the above metes and bounds description appeared previously in that certain Grant, Bargain, Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on August 13, 2009 in Book 0809, at Page 3065, as Document 748863 of Official Records.

EXHIBIT B

APN: 1318-24-301-009

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

All that portion of Section 24, Township 13 North, Range 18 East, M.D.M., more particularly described as follows:

Commencing at the Northwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 24; thence South 85°29'13" East 279.10 feet to the True Point of Beginning; thence North 49°21'22" West 82.35 feet; thence North 20°21'24" West 15.34 feet; thence North 01°10'16" East 16.24 feet; thence North 22°24'05" East 10.78 feet; thence North 48°51'43" East 102.32 feet; thence North 64°22'45" East 12.67 feet; thence South 84°59'14" East 33.38 feet; thence South 66°21'21" East 17.29 feet; thence South 24°20'17" East 8.62 feet; thence South 11°41'59" East 8.94 feet to a point on the Westerly line of Kingsbury Grade; thence along said Westerly line South 29°30'38" West 161.51 feet to the Point of Beginning.

Containing 0.31 acres, more or less.

NOTE: the above metes and bounds description appeared previously in that certain Grant, Bargain, and Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on April 25, 2019 as Document No. 2019-928272 of Official Records and appeared previously in that certain Grant, Bargain, and Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on August 13, 2009 in Book 0809, at Page 3068, as Document No. 748864 of Official Records.

EXHIBIT C

see attached

COPY

July 30, 2020
19035-1

DESCRIPTION
Utility Easement

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

All that portion of that Parcel per that Grant, Bargain, Sale Deed, recorded April 25, 2019 per Document Number 2019-928272,

Said Parcel being shown as Parcel 3 per that Record of Survey Supporting a Boundary Line Adjustment for Willis Family Trust, filed for record on August 14, 2009 as Document Number 748915.

Beginning at the Northeast corner of said Parcel per Document Number 2019-928272, said Point being along the Westerly right-of-way of Kingsbury Grade, and being a common corner of Parcel 1 per Document Number 0748862, also shown thereon as Parcel 1 on said Record of Survey Supporting a Boundary Line Adjustment per Document Number 748915,

thence along said Westerly right-of-way of Kingsbury Grade South 29°30'38" West 9.97 feet;

thence leaving said Westerly right-of-way of Kingsbury Grade North 60°29'22" West 12.85 feet;

thence North 29°30'38" East 21.78 feet to the property line common to said Parcel per Document Number 2019-928272 and said Parcel 1 per Document Number 0748862;

thence along said property line common to said Parcel per Document Number 2019-928272 and said Parcel 1 per Document Number 0748862 the following two(2) courses:

South 24°20'17" East 8.62 feet;

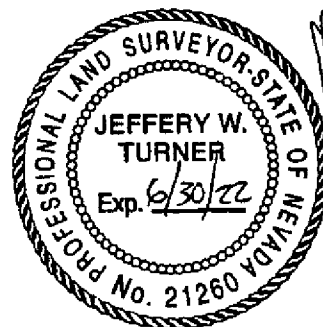
South 11°41'59" 8.94 feet to the Point of Beginning.

Containing 212 square feet, more or less.

The Basis of Bearing for this description is the above referenced Record of Survey Supporting a Boundary Line Adjustment per Document Number 748915

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



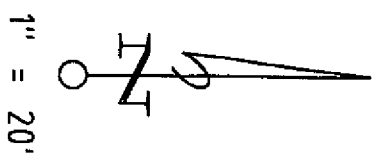
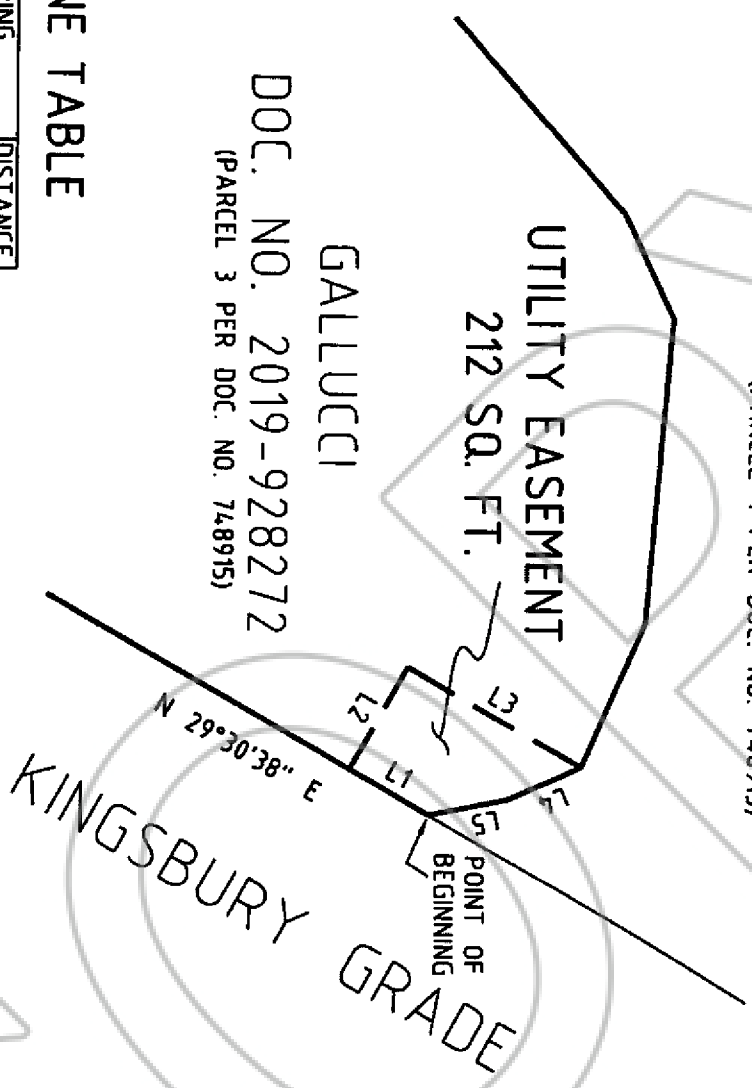
DATE 7/2020 JOB No. 19035
 PROJECT SW EXHIBIT 1 PAGE 1 OF 1
 BY SW
 454, KINGSBURY GRADE, DOUGLAS CO., NV
 A.P.N. 1318-24-301-009

WILLIS
 DOC. NO. 0748862
 (PARCEL 1 PER DOC. NO. 748915)

GALLUCCI
 DOC. NO. 2019-928272
 (PARCEL 3 PER DOC. NO. 748915)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 29°30'38" E	9.97'
L2	N 60°29'22" W	12.85'
L3	N 29°30'38" E	21.78'
L4	N 24°20'17" W	8.62'
L5	N 11°41'59" W	8.94'



TA TURNER & ASSOCIATES, INC.

LAND SURVEYING
 (775) 588-5658
 308 DORLA COURT, SUITE 203
 ROUND HILL, NEVADA
 P.O. BOX 5067 - STATELINE, NEVADA 89449
 PROJECT FILE 19035-1