

**APN: 1418-03-401-002;  
1418-03-401-003**

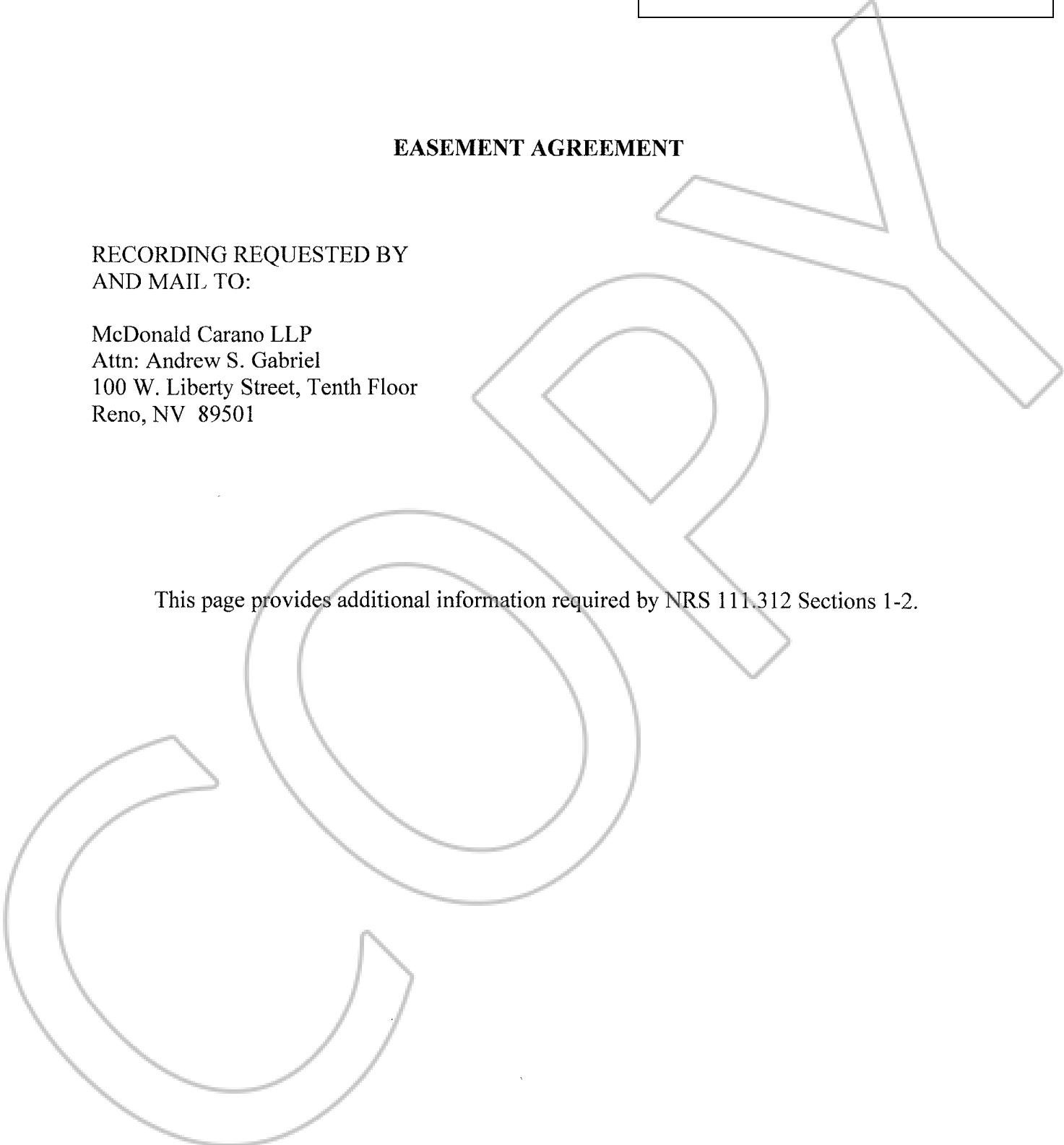
**DOUGLAS COUNTY, NV      2021-963138**  
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MCDONALD CARANO LLP  
KAREN ELLISON, RECORDER

**EASEMENT AGREEMENT**

**RECORDING REQUESTED BY  
AND MAIL TO:**

McDonald Carano LLP  
Attn: Andrew S. Gabriel  
100 W. Liberty Street, Tenth Floor  
Reno, NV 89501

This page provides additional information required by NRS 111.312 Sections 1-2.



## EASEMENT AGREEMENT

This Permanent Easement Agreement (this "Agreement") is entered into by and between KOZO SATO, TRUSTEE OF THE KOZO SATO SURVIVOR'S TRUST ("Grantor"); and MELANIE K. MOORE AS TRUSTEE OF THE HAROLD M. MOORE 1998 REVOCABLE TRUST/QUALIFIED NONEXEMPT MARITAL TRUST (U/D/T: August 25, 1998) ("Grantee").

### RECITALS

- A. Grantor owns of record certain real property located in Douglas County, Nevada and legally described on the attached and incorporated Exhibit A ("Grantor's Property").
- B. Grantee owns of record certain real property adjacent to Grantor's Property also located in Douglas County, Nevada and legally described on the attached and incorporated Exhibit B ("Grantee's Property").
- C. Grantor's Property contains underground propane gas tanks, which are owned by Grantee and provide propane gas to Grantee's Property. Grantor desires to grant Grantee an easement for access to, maintenance of, removal of, replacement of, and relocation of the underground propane gas tanks (the "Easement").
- D. The Easement on Grantor's Property shall be within the Easement Areas legally defined as shown in Exhibit C and further depicted in Exhibit C-1.
- E. Grantor and Grantee desire to enter into this Agreement to allow for access to, and repair, maintenance, and replacement of the underground propane gas tanks within the Easement Area.

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) to be paid by Grantee to Grantor, Grantor and Grantee covenant and agree as follows:

#### **1. Grant of Easement.**

Grantor, for itself and for its successors and assigns, hereby conveys and grants to Grantee, its successors and assigns a non-exclusive easement (the "Easement") over, under, in, along, across and upon that portion of Grantor's Property, described in Exhibit C and depicted on Exhibit C-1 hereto (the "Easement Area") for the purpose of access to and maintenance, repair, removal, and replacement of underground propane gas tanks within the Easement Area. The Easement will include the right (but not the obligation) to enter the Easement Area to perform any necessary or desired maintenance, repair, removal, and replacement of the underground propane gas tanks.

#### **2. Term of Easement.**

The Easement shall commence on the effective date of this Agreement and shall run with Grantor's Property and Grantee's Property and continue in full force and effect until such time as Grantee no longer desires to use any underground propane gas tanks within the Easement Area. Grantee shall have the right to remove and replace the underground propane tanks within the Easement Area with other underground propane tanks without termination of

the Easement. At such time that Grantee elects to discontinue any use of the Easement Area for underground propane tanks, Grantee shall remove the underground propane gas tanks to an area that is fully within Grantee's Property and fully restore Grantor's Property to its surface condition as of the date of this Agreement. Upon completion of such removal of the underground propane gas tanks and filling of Grantor's Property to its original condition, this Agreement and the Easement shall terminate, and the parties shall file the necessary documents with the recorder's office to so reflect the termination of this Agreement.

### **3. Grantor Prohibitions.**

Grantor shall not erect or construct, nor permit to be erected or constructed, any buildings or other structures, nor permit any activity inconsistent with Grantees' use of the Easement.

### **4. Construction of Improvements.**

4.1 Costs/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Grantor's Property all costs and expenses of any subsequent construction, maintenance, removal, relocation, or other construction related improvements necessary for the underground propane gas tanks from and after the date of this Agreement.

4.2 Compliance With Laws. Grantee shall diligently and continuously construct any improvements made by Grantee pursuant to Section 4.1 in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time.

4.3 Restoration. In the event the surface of the Easement Area is disturbed by Grantee's exercise of any of its rights under this Agreement, such area shall be restored by Grantee substantially to the condition in which it existed at the commencement of such activities.

4.4 Indemnity. Grantee agrees to defend, indemnify, and hold harmless Grantor from all claims, losses, liabilities, actions, proceedings, and costs (including reasonable attorneys' fees and costs of suit), including liens, and any accident, injury, loss or damages whatsoever occurring to any person or to the property of any person arising out of or resulting from the use of the Easement granted hereby, including without limitation any of the construction activities conducted, performed or authorized by Grantee in connection with the Easement; provided, however, that the foregoing shall not be applicable to events or circumstances caused by the negligence or willful act or omission of the Grantor or Grantor's licensees, concessionaries, agents, servants, employees, or anyone claiming by, through, or under any of them.

## 5. General Provisions.

5.1 Covenants Running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the Easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns.

5.2 Effective Date. This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

5.3 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

5.4 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth in the Douglas County, Nevada Assessor's Records for their respective Property, , or to such other address designated in writing to the other party.

5.5 Attorney's Fees. In the event of any legal action between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such action, as determined by the court, shall pay the prevailing party's reasonable attorney's fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party, as determined by the arbitrator. In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs and fees as the court or arbitrator deems appropriate.

5.6 Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

5.7 Counterparts. This Agreement may be signed in counterparts, each of which, when taken together, shall constitute one and the same instrument. Counterpart signature pages may be detached from an executed instrument and attached to a counterpart of the same instrument for purposes of recording, and this Agreement may be recorded with counterpart signature pages.

**[Remainder of page is intentionally left blank]**

IN WITNESS of this, the undersigned have executed this Agreement as of this 6<sup>th</sup> day of November, 2020.

**GRANTOR: KOZO SATO, TRUSTEE OF THE  
KOZO SATO SURVIVOR'S TRUST**

By: Kozo Sato  
Name: Kozo Sato  
Its: Trustee

~~GRANTEE: SPIRIT OF THE LAKE GB LLC~~

~~By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_~~

IN WITNESS of this, the undersigned have executed this Agreement as of this 6<sup>th</sup> day of November, 2020.

GRANTOR: KOZO SATO, TRUSTEE OF THE  
KOZO SATO SURVIVOR'S TRUST

By: *Signed in Counterparts*  
Name: Kozo Satao  
Its: Trustee

GRANTEE: *Melanie K Moore*  
MELANIE K. MOORE AS TRUSTEE OF THE HAROLD M.  
MOORE 1998 REVOCABLE TRUST/QUALIFIED  
NONEXEMPT MARITAL TRUST (U/D/T: August 25, 1998)


CALIFORNIA  
STATE OF NEVADA )  
 )  
 ) SS.  
COUNTY OF WASHOE )

This instrument was acknowledged before me, a notary public, on November 6, 2020  
by Kozo Sato, ~~Trustee of the KOZO SATO SURVIVOR'S TRUST.~~

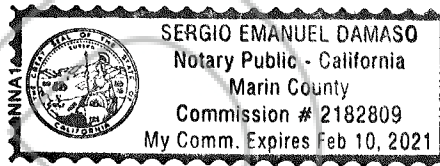
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of MARIN )  
 )  
 ) SS.  
On 11/6/2020 before me SERGIO EMANUEL DAMASO, Notary Public,  
personally appeared KOZO SATO

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

  
Notary Public

My Commission Expires: 02/10/2021



~~STATE OF NEVADA )  
 )  
 ) SS.  
COUNTY OF WASHOE )~~

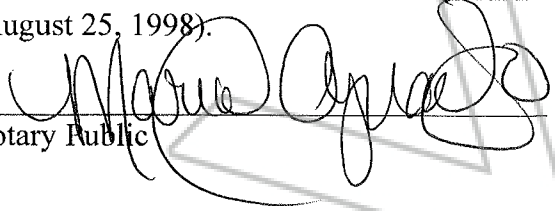
~~This instrument was acknowledged before me, a notary public, on November \_\_\_\_\_, 2020  
by \_\_\_\_\_ of Spirit of the Lake GB LLC.~~

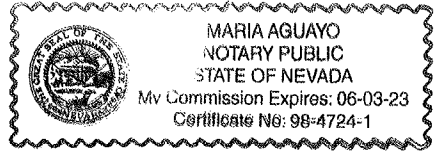
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

State of Nevada }  
                          }  
County of Clark }

This instrument was acknowledged before me on February 25, 2021 by MELANIE K. MOORE AS TRUSTEE OF THE HAROLD M. MOORE 1998 REVOCABLE TRUST/QUALIFIED NONEXEMPT MARITAL TRUST (U/D/T: August 25, 1998).

  
\_\_\_\_\_  
Notary Public



*COPIES*



**EXHIBIT A**  
**Grantor's Property**

Parcel No. 1:

A portion of the Southwest one-quarter of Section 3, Township 14 North, Range 18 East, MDM, and being more particularly described as follows:

Commencing at the West one-quarter concern of said Section, marked on the ground by a 2-inch pipe in a mound of stone; thence S. 89°21'E, along the east-west centerline of said Section 3, a distance of 1312.03 feet to the northeast corner of the parcel of land described in the deed to W.J. Harris, recorded in Book U, Page 89 of the Douglas County Recorder's Office; thence S. 00°39' E. along the easterly line of said Harris parcel 1109.03 feet; thence S. 75°08'50" W., 132.98 feet to the True Point of Beginning; thence S. 00°00'00" E., 329.98 feet to a point on the northerly line of Land's End Road being the exception for road easement purposes as described in Document No. 823274; thence S. 73°07'00" W., along said Northerly line, 43.21 feet; thence S. 79°10'30" W., continuing along said northerly line, 95.68 feet; thence N. 00°00'00" E., leaving said northerly line, 324.61 feet; thence N. 75°08'50" E., 140.01 feet to the Point of Beginning.

Reference is hereby made to that Record of Survey Map, recorded on October 11, 2013, in Book 1013, at Page 2749, as Document. 832014, Official Records of Douglas County, Nevada.

Parcel No. 2:

Together with a non-exclusive easement and right of way, 50 feet wide, for roadway described as follows:

Commencing at the West quarter corner of Section 3, Township 14 North, Range 18 East, M.D.B. & M., marked on the ground by a 2 inch pipe in a mound of stone; thence South 89°21' East along the East-West center line of said Section 3 a distance of 1312.03 feet to a 2 inch pipe at the Northeast corner of the parcel of land described in the deed to W.J. Harris, recorded in Book U, Page 89 Deed Records; thence South 0°39' East along the Eastern line of Harris Parcel 1432.99 feet to the true point of beginning; thence South 73°07' West 180.03 feet; thence South 73°07' West 180.83 feet; thence South 79°10'30" West 298.21 feet; thence South 71°47'50" West 74.30 feet; thence South 65°54'03" East 70.68 feet; thence North 79°10'30" East 316.59 feet; thence North 73°07" East 168.91 feet to the Easterly line of said Harris parcel; thence North 0°39' West along the last mentioned line., 52.08 feet to the true point of beginning.

Further together with the non-exclusive right to use the easements and rights of way for roadway purposes conveyed to W.J. Harris, in deed recorded in Book U, at Page 67, as Document 2499, of Deed Records, Douglas County, Nevada.

Note: the above metes and bounds description for Parcel No. 1 and Parcel No. 2 previously appeared in Deed recorded on July 1, 2020, as Document 2020-948524, Official Records of Douglas County, Nevada.

APN: 1418-03-401-003

**EXHIBIT B**  
**GRANTEE'S PROPERTY**

Parcel No. 1:

Commencing at the West quarter corner of Section 3, Township 14 North, Range 18 East, M.D.B. & M., marked on the ground by a two inch pipe in a mound of stone; thence South 89°21' East along the East-West Centerline of said Section 3, a Distance of 1,312.03 feet to a two inch pipe at the Northeast corner of the parcel of land described in the Deed of W. J. Harris, recorded in Book U, Page 89, of Deed Records; thence South 0°39' East along the Eastern line of Harris Parcel, 1109.03 feet; thence South 75°08'50" West, 273.07 feet to the True Point of Beginning; thence South 36°16'40" West, 211.95 feet; thence South 20°49'40" West 28.11 feet; thence South 503.72 feet to a meander line of Lake Tahoe; thence North 67°50' East along said meander line of Lake Tahoe 146.22 feet to line drawn South from the True Point of Beginning; thence North 645.70 feet to the True Point of Beginning, situate in Lot 3 of said Section.

Excepting therefrom all that portion of the above described parcel lying southerly of the north right of way line for Lands End Drive is described in the Finding of Fact, Conclusion of Law and Judgment Quieting Title to Right of Way, recorded December 22, 1993, in Book 1293, Page 5041, as Document No. 325772.

Parcel No. 2:

A Non-Exclusive Easement and Right of Way 50 feet wide for roadway purpose, appurtenant to Parcel 1, herein above described, said easement and right of way described, as follows:

Commencing at the West quarter corner of Section 3, Township 14 North, Range 18 East, M.D.B. & M., marked on the ground by a two inch pipe in a mound of stone; thence South 89°21' East along the East-West Center line of said Section, a distance of 1312.03 feet to a two inch pipe at the Northeast corner of parcel of land described in Deed to W.J. Harris, recorded in Book U, Page 89 of Deed Records; thence South 0°39" East, along the Eastern line of Harris Parcel 1432.99 feet to the True Point of Beginning; thence South 73°07' West, 180.83 feet; thence South 79°10'30" West 298.21 feet; thence South 71°47'50" West 74.30 feet; thence South 65°54'30" East, 70.68 feet; thence North 79°10'30" East 316.59 feet; thence North 73°07' East 168.91 feet to the Eastern line of said Harris Parcel; thence North 0°39' West along the last mentioned line, 52.08 feet to the True Point of Beginning.

Parcel No. 3:

The Non-Exclusive right to use the easements and rights of way for roadway purposes conveyed to W. J. Harris, in Deed recorded in Book U, Page 67, of Deed Records, Douglas County, Nevada.

Note: the above metes and bounds legal description previously appeared in Deed recorded July 28, 2020 as Document No. 2020-949821, Of Official Records.

Assessor's Parcel No. 1418-03-401-002

EXHIBIT C

20-238  
November 2, 2020

**DESCRIPTION  
5' UTILITY EASEMENT  
(Over A.P.N. 1418-03-401-003)**

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

A five foot (5') wide strip of land for utility easement purposes located within a portion of Section 3, Township 14 North, Range 18 East, Mount Diablo Meridian, more particularly described as follows:

**BEGINNING** at the southwest corner of parcel A.P.N. 1418-03-401-003 as shown on the Record of Survey for APN: 1418-03-401-003 Brown Trust et al Parcel, filed for record October 11, 2013 in the office of Recorder, Douglas County, Nevada as File No. 832014;

thence along the west property line of said parcel A.P.N. 1418-03-401-003, North, 25.96 feet;

thence East, 5.00 feet;

thence South, 25.00 feet to a point falling on the southerly property line of said parcel;

thence along said southerly property line, South 79°10'30" West, 5.09 feet to the **POINT OF BEGINNING**, containing 127 square feet, more or less.

The Basis of Bearings for this description is identical to the Record of Survey for APN: 1418-03-401-003 Brown Trust et al Parcel, filed for record October 11, 2013 in the office of Recorder, Douglas County, Nevada as File No. 832014.

Prepared by:  
Todd A. Enke, P.L.S. 19734  
Resource Concepts, Inc.  
340 N. Minnesota Street  
Carson City, NV 89703

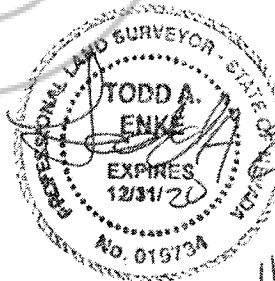


EXHIBIT C-1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	NORTH	25.96'
L2	EAST	5.00'
L3	SOUTH	25.00'
L4	S79°10'30"W	5.09'

A.P.N. 1418-03-301-005  
US FOREST SERVICE

N75°08'50"E 140.01'

EXHIBIT  
A.P.N.  
1418-03-401-003  
SATO, KOZO

SCALE: 1"=40'

SOUTH 329.98'

A.P.N. 1418-03-401-004  
WITTER REVOCABLE TRUST

A.P.N. 1418-03-401-002  
SPIRIT OF THE LAKE GB

NORTH 324.61'

DETAIL  
1"=10'

5' UTILITY  
EASEMENT  
127 S.F.

P.O.B.

APPROXIMATE GAS TANKS  
UNDERGROUND. ONLY LIDS  
TO VALVES EXPOSED.

S79°10'30"W  
95.68'

S73°07'00"W  
43.21'  
LANDS END RD.



Resource Concepts Inc.  
www.rci-nv.com