

When Recorded, Mail To:
Maverik, Inc.
Attn.: Real Estate Department
880 W. Center Street
North Salt Lake, Utah 84054

DOUGLAS COUNTY, NV **2021-969183**
Rec:\$40.00
\$40.00 Pgs=13 **06/16/2021 08:37 AM**
FIRST AMERICAN TITLE INSURANCE COMPANY -
KAREN ELLISON, RECORDER

APN: 1220-04-602-012

921566-A - JH

(Space above for Recorder's use only)

AMENDED AND RESTATED STORM DRAIN EASEMENT AGREEMENT

THIS STORM DRAIN EASEMENT AGREEMENT (this "**Amended Agreement**") is entered into to be effective this 2nd day of April, 2021, by and between MAVERIK, INC., a Utah corporation ("**Grantor**"), and RUINS TO RICHES, LLC, a Nevada limited liability company ("**Grantee**"). Grantor and Grantee are sometimes referred to individually as a "**Party**," and collectively as the "**Parties**."

RECITALS

A. Grantor owns certain real property located in Gardnerville, Douglas County, Nevada (the "**Grantor's Property**"). The Grantor's Property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee owns certain real property located adjacent to the Grantor's Property (the "**Grantee's Property**"). The Grantee's Property is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference.

C. On or about April 21, 2021, the Parties executed that certain Storm Drain Easement Agreement (the "**Original Agreement**"), whereby Grantor granted to Grantee that certain non-exclusive, private drainage easement on, over, and across a portion of the Grantor's Property (the "**Easement Area**"), as such Easement Area is more particularly described on Exhibit C and depicted on the Illustration of Exhibit C, both attached hereto and incorporated herein by this reference. (If there is any discrepancy between the legal description and the depiction, the legal description shall control.) The Original Agreement is an encumbrance on the Grantor's Property, and which Original Agreement was recorded on April 23, 2021 as Entry No. 2021-966136 in the Office of the Douglas County Recorder.

D. The Parties desire to amend and restate the Original Agreement, all subject to and in accordance with the terms and conditions of this Amended Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. Grant of Easement. Grantor hereby conveys, without warranty, to Grantee, for the benefit of the Grantee's Property only, a non-exclusive drainage easement on, over and across the Easement Area for the construction, installation, operation and maintenance of storm drainage equipment, facilities, and related appurtenances (the "**Drainage Facilities**"). The design, construction, preparation and maintenance of the Drainage Facilities conducted by Grantee shall comply with all governmental laws, ordinances, regulations, and permits governing the same.

2. Access. Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "**Grantee's Agents**") will have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee's Agents will enter upon the Easement Area at their sole risk and hazard. Grantee, and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area, Grantor's Property and the entry upon the Easement Area and Grantor's Property by Grantee and Grantee's Agents.

3. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area as identified herein. Without limiting the above, Grantor reserves the right to require the relocation of the Easement Area at any time at Grantor's cost and expense, so long as the relocation provides Grantee with substantially similar rights as granted by Grantor to Grantee hereunder.

4. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "with all faults," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition, and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement Area is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

5. Maintenance. Grantor shall have no obligation or responsibility whatsoever to maintain or repair the Easement Area. If the Easement Area or any other portion of the Grantor's Property is damaged by Grantee, Grantee's Agents, or by the Drainage Facilities constructed and installed by Grantee, Grantee shall, at its sole cost and expense, promptly repair any such damage and restore the Easement Area to the same or better condition than existed before such damage. Grantee shall be responsible for any loss, damage, or injury to the Easement Area and the Grantor's Property caused by Grantee or Grantee's Agents' acts,

omissions, or negligence in making, or failing to make, any maintenance or repairs required to be made by Grantee to the Drainage Facilities.

6. Indemnification. Grantee shall at Grantee's sole expense and with counsel reasonably acceptable to Grantor, indemnify, defend and hold harmless Grantor from and against all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action, assessments, fines and penalties of any kind including court costs and attorneys' fees actually incurred from any cause other than Grantor's gross negligence or willful misconduct, arising out of or relating directly or indirectly to this Agreement. This indemnification extends to and includes, without limitation, claims for: (i) the acts and omissions of the Grantee or Grantee's Agents; or (ii) the use of the Easement Area or the exercise of its/their rights under this Agreement by the Grantee, or Grantee's Agents, or its/their successors or assigns, and its/their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

7. Insurance. Grantee will ensure that prior to entering onto the Easement Area, Grantee and all of Grantee's Agents and other such parties who assist with the maintenance or use of the Easement Area are covered under the terms of Grantee's insurance policies as set forth below, or that each obtain similar policies which, at a minimum, provides Grantor the same protections.

7.1 Liability Insurance Coverage and Limits. Prior to commencing use of the Easement Area, Grantee and Grantee's Agents will obtain and maintain a policy of commercial general liability insurance insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00). Grantor will be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent.

7.2 Automobile Insurance. Grantee must agree to maintain and keep in force, during the term hereof, Automobile Liability Insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

7.3 Workers' Compensation Insurance. Grantee's Agents must agree to maintain and keep in force, during the term hereof, all applicable Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law.

8. Liens. Grantee shall keep the Grantor's Parcel free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and agrees to defend Grantor from any liens that may be placed on the Grantor's Parcel and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens shall be released of record within thirty (30) days.

9. Notices. Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the recipient named below, or (ii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to Grantor: Maverik, Inc.
 Attn.: Real Estate Department
 880 W. Center Street
 North Salt Lake, Utah 84054

With a Copy To: Maverik, Inc.
 Attn.: Legal Department
 880 W. Center Street
 North Salt Lake, Utah 84054

If to Grantee: Ruins to Riches, LLC
 Attn: Jeffrey Pisciotta
 P.O. Box 336
 Gardnerville, Nevada 89410

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

10. Default by Grantee. If: (i) Grantee has defaulted on its obligations stated herein; (ii) Grantor has provided Grantee written notice of Grantee's default; and (iii) thirty (30) days have expired since Grantee received written notice from Grantor regarding Grantee's default and Grantee has failed to cure its default within the thirty (30) day period, Grantor, at its option, may: (a) pursue any remedy available at law or in equity; (b) pursue the remedy of specific performance or injunction; (c) seek declaratory relief; (d) pursue an action for damages for loss; and/or (e) terminate this Agreement and the Easement. The remedies provided herein are non-exclusive and Grantors' election to pursue a particular remedy shall not bar Grantor from using or exercising any other remedy.

11. Miscellaneous.

11.1 Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the Easement shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

11.2 Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement or if a Party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing Party incident to such proceeding or retention, including

reasonable attorneys' fees, shall be paid by the non-prevailing Party. For purposes of this Section 11.2, the term "prevailing party" shall, in the case of a claimant, be the Party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the Party who is successful in denying substantially all of the relief sought by the claimant.

11.3 No Third Party Beneficiaries. In assuming and performing the obligations of this Agreement, Grantor and Grantee are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent, or employee of the other. There is no intent by either Party to create or establish third-party beneficiary status or rights in any third-party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a Party hereto, and Grantor and Grantee expressly disclaim any such third-party benefit.

11.4 Counterparts. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same Agreement. Further, the Parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

11.5 Compliance with Laws. Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

[signatures and notaries are on the following page]

**ACCOMMODATION RECORDING ONLY.
FIRST AMERICAN TITLE MAKES NO
REPRESENTATION AS TO CONDITION
OF TITLE, NOR DOES IT ASSUME ANY
RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR AFFECT OF DOCUMENT.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

GRANTOR:

MAVERIK, INC.,
a Utah corporation

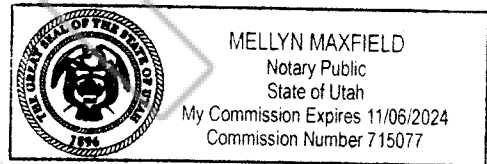
By: [Signature]
Name (Print): Lance Dunkley
Its: VP Real Estate

STATE OF UTAH)
 :SS
COUNTY OF Salt Lake)

On this 21st day of April, 2021, personally appeared before me Lance Dunkley, known or satisfactorily proved to me to be the VP Real Estate of Maverik, Inc., a Utah corporation who acknowledged to me that he signed the foregoing instrument as VP Real Estate for said entity.

[Signature]
Notary Public

[further signatures and acknowledgements to follow]



GRANTEE:

RUINS TO RICHES, LLC,
a Nevada limited liability company

By: [Signature]
Name (Print): Dennis McDuffee
Its: PARTNER/MANAGER/OWNER

STATE OF NEVADA)
 : ss
COUNTY OF Douglas)

On this 20th day of April, 2021, personally appeared before me Dennis McDuffee, known or satisfactorily proved to me to be the owner of Ruins to Riches, LLC, a Nevada limited liability company, who acknowledged to me that he signed the foregoing instrument as manager for said entity.

[Signature]
Notary Public



EXHIBIT A

(Legal Description of the Grantor's Property)

That certain real property located in Douglas County, Nevada, specifically described as follows:

A PARCEL OF LAND LOCATED WITHIN PORTIONS OF THE NORTHWEST QUARTER OF SECTION 3 AND THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 12 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER OF SECTION 4, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.M.&M., A FOUND ¾" IRON PIPE WITH 2" ALUMINUM CAP STAMPED "1995 OWENS ENG. PLS 3090 E ¼ SEC 4" AS SHOWN ON THE RECORD OF SURVEY FOR RENO ORTHOPEDIC CLINIC ET AL, RECORDED OCTOBER 28, 1998 IN THE OFFICE OF THE RECORDER OF DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 452854;

THENCE ALONG THE EAST LINE OF SAID SECTION 4, NORTH 00°39'29" EAST, 409.33 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF STODICK PARKWAY AS DESCRIBED IN DEED OF DEDICATION RECORDED JULY 20, 2001 IN SAID OFFICE OF RECORDER IN BOOK 0701, AT PAGE 5295, AS DOCUMENT NO. 518885, THE POINT OF BEGINNING;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY OF STODICK PARKWAY, SOUTH 61°07'36" WEST, 383.33 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, CENTRAL ANGLE OF 74°20'18", AND ARC LENGTH OF 77.85 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 395 AS DESCRIBED IN A DEED RECORDED MAY 28, 1993 IN SAID OFFICE OF RECORDER IN BOOK 593, AT PAGE 5930, AS DOCUMENT NO. 308372;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 395 ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 5,060.00 FEET, CENTRAL ANGLE OF 05°47'30" AND ARC LENGTH OF 511.48 FEET;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 395, NORTH 50°19'36" WEST, 342.29 FEET;

THENCE SOUTH 89°28'04" EAST, 982.55 FEET;

THENCE SOUTH 00°21'36" WEST, 75.14 FEET;

THENCE SOUTH 89°38'24" EAST, 50.00 FEET TO A POINT ON THE WEST LINE OF ELGES AVENUE;

THENCE ALONG SAID WEST LINE OF ELGES AVENUE, SOUTH 00°21'36" WEST, 35.33 FEET;

THENCE CONTINUING ALONG SAID ELGES AVENUE ALONG THE ARC OF A CURVE TO THE RIGHT, NON-TANGENT TO THE PRECEDING COURSE, HAVING A RADIUS OF 20.00 FEET, RADIAL BEARING TO SAID CURVE OF NORTH 10°52'20" EAST, CENTRAL ANGLE OF 43°07'49", AND ARC LENGTH OF 15.06 FEET;

THENCE CONTINUING ALONG SAID ELGES AVENUE ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 64.00 FEET, CENTRAL ANGLE OF 50°03'33", AND ARC LENGTH OF 55.92 FEET TO A POINT ON THE EAST LINE OF A STRIP OF LAND

FORMERLY KNOWN AS ELGES AVENUE AND ABANDONED BY DOUGLAS COUNTY IN ABANDONMENT DA 01-146 RECORDED NOVEMBER 09, 2001 IN SAID OFFICE OF RECORDER IN BOOK 1101, AT PAGE 2727, AS DOCUMENT NO. 527318 AND PREVIOUSLY QUITCLAIMED TO GTEB, LLC IN QUITCLAIM DEEDS RECORDED SEPTEMBER 30, 1999 IN SAID OFFICE OF RECORDER IN BOOK 999, AT PAGE 6446, AS DOCUMENT NO. 477910 AND IN BOOK 999, AT PAGE 6449, DOCUMENT NO. 477911;

THENCE ALONG SAID EAST LINE OF ELGES AVENUE, NON-TANGENT TO THE PRECEDING CURVE, SOUTH 00°21'36" WEST, 212.07 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY OF STODICK PARKWAY;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY OF STODICK PARKWAY, SOUTH 61°07'36" WEST, 48.95 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED MAY 7, 2004 IN BOOK 504, PAGE 3040 AS DOCUMENT NO. 612573, OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA.

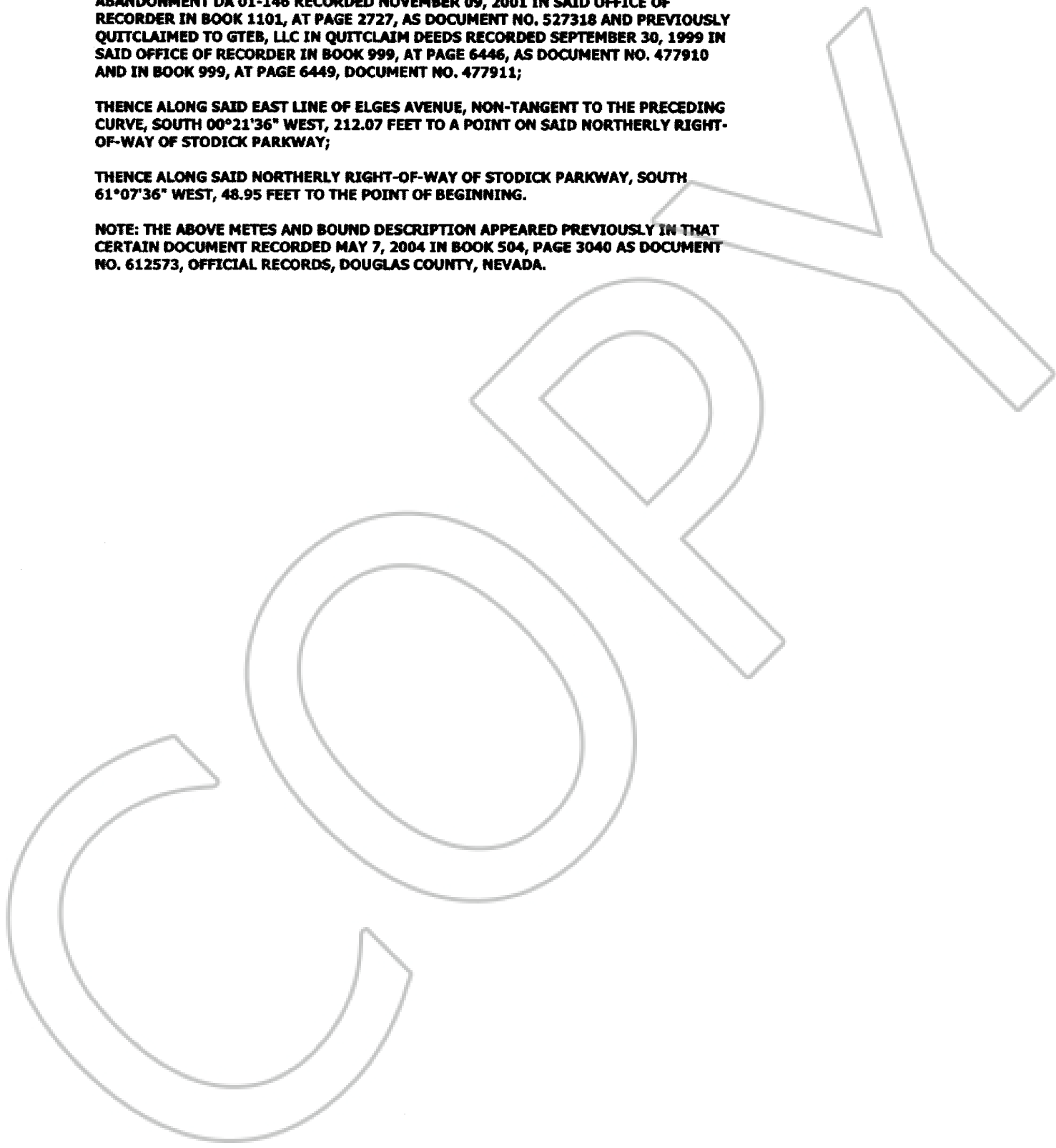


EXHIBIT B

(Legal Description of the Grantee's Property)

That certain real property located in Douglas County, Nevada, specifically described as follows:

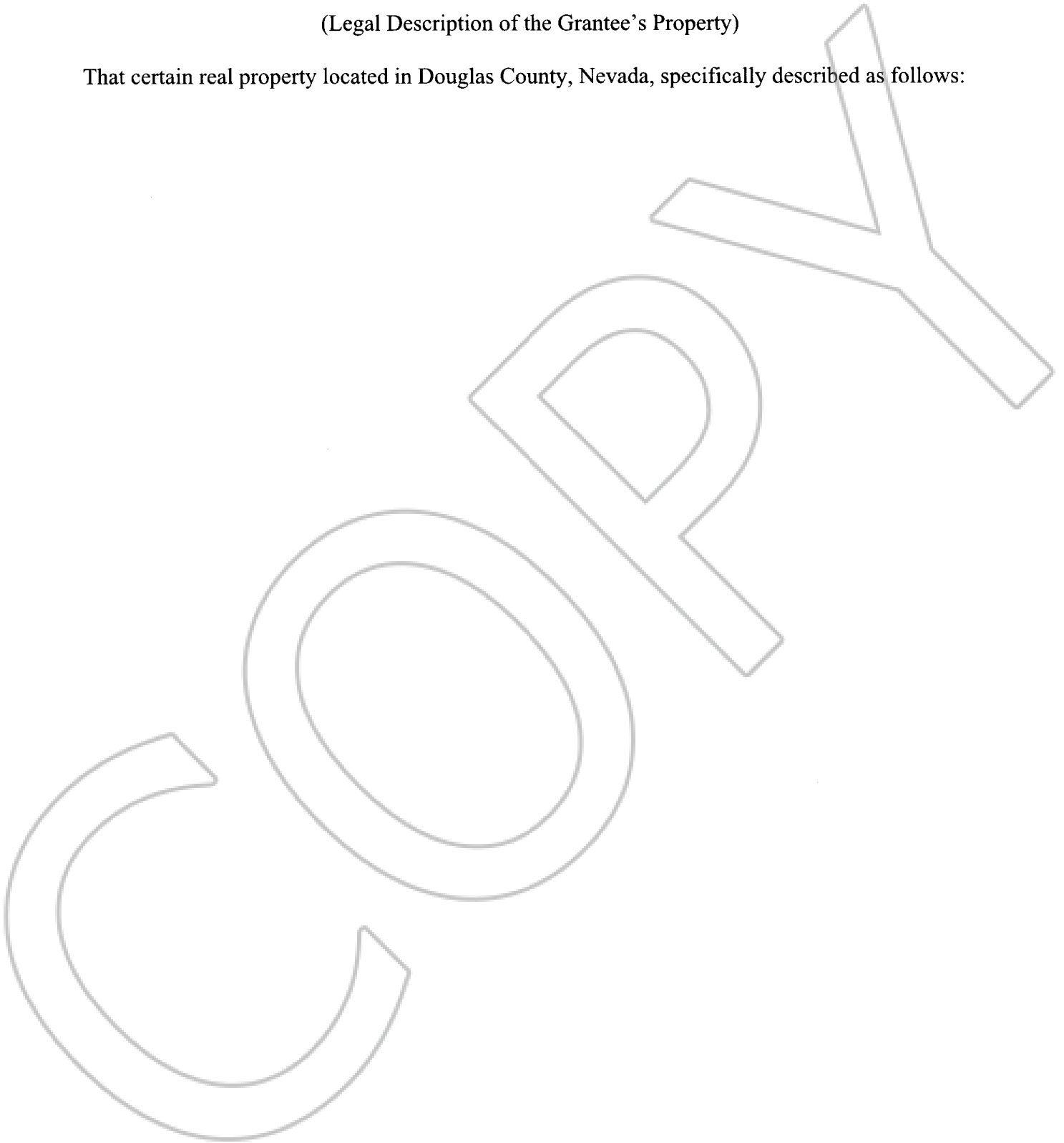


EXHIBIT "B"

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

PARCEL 1:

All that portion of adjusted Parcel "A" as shown on that certain Record of Survey, filed for record on November 9, 1990, Document No. 238513, more particularly described as follows:

Beginning at the Southwest corner of said adjusted Parcel "A";
thence North 51°02'32" West 166.00 feet;
thence North 44°54'36" East 218.83 feet;
thence South 89°39'15" East 19.01 feet;
thence South 51°00'21" East 120.67 feet;
thence South 28°06'26" East 206.96 feet;
thence South 89°49'00" West 235.71 feet to the Point of Beginning

Reference is made to Record of Survey for Thorobread Photo Service, Inc., recorded April 30, 1996, in Book 496, at Page 6070, as Document No. 386664.

NOTE: The above metes and bounds description appeared previously in that certain Corporation Grant, Bargain Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on June 7, 2002, in Book 602, Page 1787 as Document No. 543996 of Official Records.

PARCEL 2:

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

All that portion of adjusted Parcels "A" and "B" as shown on that certain Record of Survey, filed for record on November 9, 1990, Document No. 238513, more particularly described as follows:

Beginning at the Southwest corner of said adjusted Parcel "B"
thence South 89°49'00" West 206.18 feet;
thence North 44°54'36" West 206.96 feet;
thence North 51°00'21" East 120.67 feet;
thence South 89°39'15" East 25.23 feet;
thence North 60°20'45" East 196.00 feet;
thence South 29°39'15" East 408.10 feet to the Point of Beginning

Reference is made to Record of Survey for Thorobread Photo Service, Inc., recorded April 30, 1996, in Book 496, at Page 6070, as Document No. 386664.

NOTE: The above metes and bounds description appeared previously in that certain Corporation Grant, Bargain Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on June 7, 2002, in Book 602, Page 1787 as Document No. 543996 of Official Records.

Assessor's Parcel Number(s):

1220-04-602-001

1220-04-602-002

APN: 1220-04-602-012, Lands of Grantor, Servient Tenement
APN: 1220-04-602-017, Land of Grantee, Dominant Tenement

EXHIBIT "A-C"

LEGAL DESCRIPTION PRIVATE DRAINAGE EASEMENT

Situate within a portion of the Northeast Quarter (NE1/4) of Section 4, Township 12 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, more particularly described as follows:

Being a strip of land 20.00 feet in width, lying 10.00 feet on either side of the following centerline:

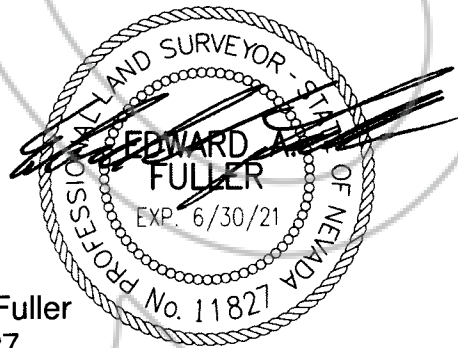
COMMENCING at the most westerly corner of that certain parcel of land as described in that Grant, Bargain and Sale Deed from Scot L. Patterson and Heidi Patterson, Trustees of the Patterson 2002 Revocable Trust, dated September 9, 2002 and Maverik, Inc., a Utah corporation, recorded June 7, 2019 as Document No. 2019-930064 in the Official Records of Douglas County, Nevada.

Thence along the northerly line of said parcel, S89°28'04"E, 132.50 feet to the **POINT OF BEGINNING**;

Thence S00°31'56"W, 40.00 feet, **POINT OF TERMINUS**.

CONTAINING: 800 square feet of land, more or less.

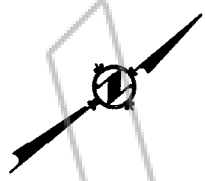
See **Exhibit "A-1"**, attached hereto, for depiction of easement area.



Edward A. Fuller
P.L.S. 11827

4/20/2021

PREPARED BY THE FIRM OF
MERIDIAN SURVEYING & MAPPING, INC.
8725 TECHNOLOGY WAY, SUITE C2
RENO, NV. 89521



SCALE: 1"=60'

RUINS TO RICHES, LLC
APN 1220-04-602-017
DOMINANT TENEMENT

MAVERIK, INC.
APN 1220-04-602-012
SERVIENT TENEMENT

PRIVATE DRAINAGE EASEMENT
800 sq. ft.

PROPOSED PARCEL 2
DP20-0317

PROPOSED PARCEL 1
DP20-0317

PROPOSED PARCEL 3
DP20-0317

US HIGHWAY 395

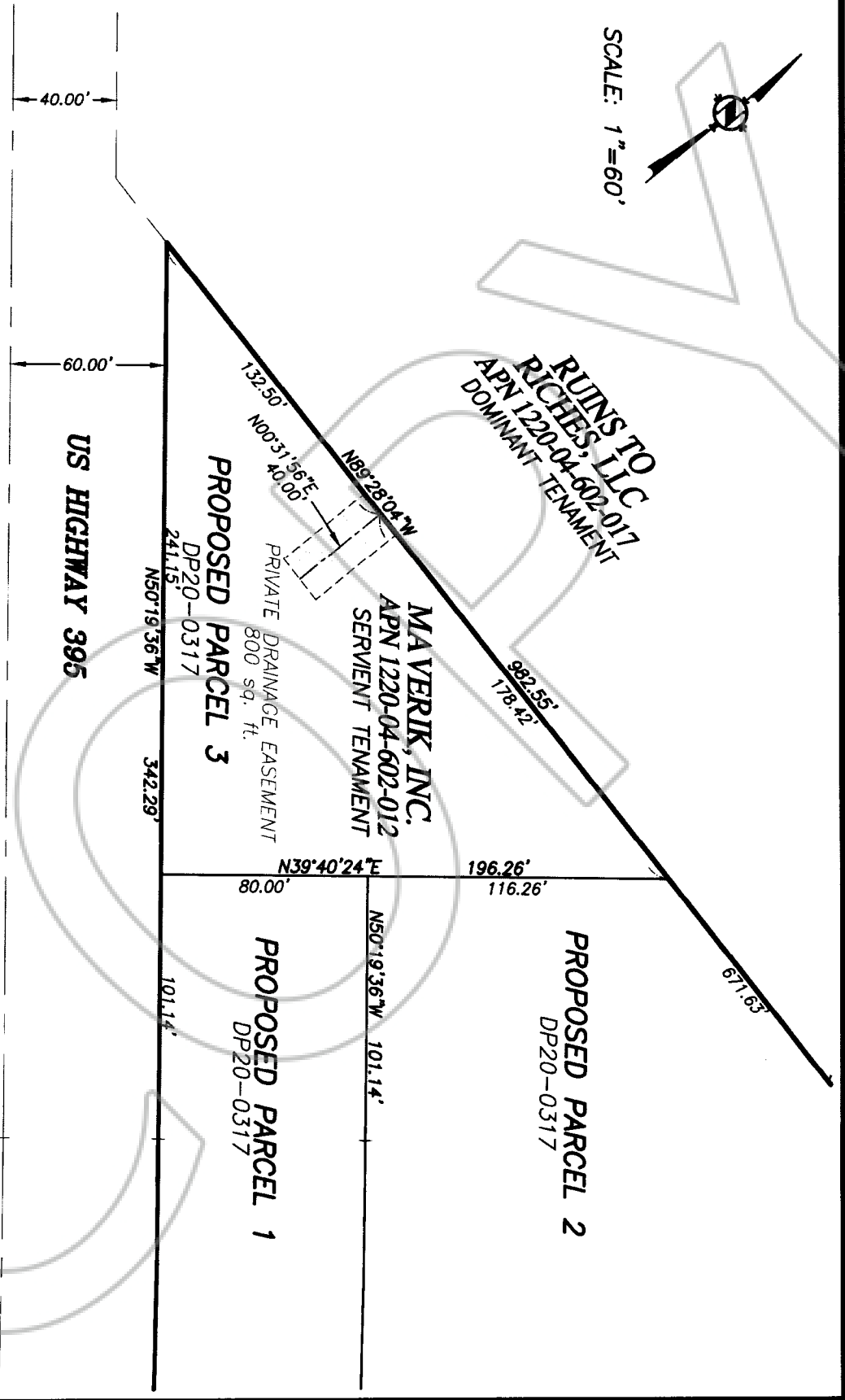
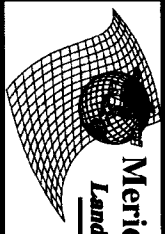


EXHIBIT A-1
GRANT OF DRAINAGE EASEMENT
FROM MAVERIK, INC. TO RUINS TO RICHES, INC.
APN: 1220-04-602-012



Meridian Surveying & Mapping, Inc.
Land, Construction and Boundary Surveys
8725 Technology Way, Reno, NV 89521
(775) 690-4194

DRAWN BY: EAF
CHECKED BY: EAF
DATE: APR. 2021