

APN# 1220-03-410-009



KAREN ELLISON, RECORDER

Recording Requested by/Mail to:

Name: Allison MacKenzie, Ltd. Attn: James Cavilia

Address: 402 N. Division Street

City/State/Zip: Carson City, NV 89703

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____

Declaration of Access and Parking Easement

Title of Document (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)

Signature

Printed Name

This document is being (re-)recorded to correct document # **2022-981334**, and is correcting
Adding additional pages of Exhibit 'A' and Exhibit 'B' as stated in the document.

APNs: 1220-03-410-009

When recorded return to:
James R. Cavilia, Esq.
Allison MacKenzie, Ltd.
402 N. Division Street
Carson City, Nevada 89703



The party executing this document hereby affirms that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.030

DECLARATION OF ACCESS AND PARKING EASEMENT

This Declaration of Access and Parking Easement (this "Declaration") is made on this 5 day of November, 2021 by Thomas Tran and Laurill Tran, husband and wife and Rick Nuzum, an unmarried man, (collectively, "Declarant").

RECITALS:

A. Declarant is the fee simple owner of that certain parcel of real property located in Douglas County, Nevada, commonly known as Assessor's Parcel Number 1220-03-410-009, and more particularly described in Exhibit A attached hereto and incorporated by this reference as if fully set forth herein (the "Property").

B. This Declaration is being recorded pursuant to and concurrently with a Parcel Map dividing the Property into two parcels, Parcel 1 and Parcel 2, as depicted on Exhibit B attached hereto and incorporated by this reference as if fully set forth herein in order to establish certain rights, privileges, burdens, and benefits of Parcel 1 and Parcel 2 in connection with creating a nonexclusive reciprocal access and parking easement.

NOW, THEREFORE, Declarant declares and consents that the Property is and shall be held, transferred, sold, conveyed, leased, rented, mortgaged, occupied, used and otherwise

disposed of—subject to the following easements, covenants, obligations, charges and assessments:

**SECTION ONE:
RECIPROCAL ACCESS AND PARKING EASEMENT**

Declarant reserves, declares, establishes, creates and grants over Parcel 1 and Parcel 2 for the benefit of each Owner (as defined below) a perpetual, non-exclusive, private easement for the purpose of ingress, egress, access, parking and vehicular and pedestrian traffic and over and across the parking areas, entrances, exits, driveways, walkways located or to be located on Parcels 1 and 2 for the benefit of each Parcel. This private, non-exclusive easement is solely for the benefit of the Parcels 1 and 2 depicted on Exhibit B and shall run with the land and shall be binding upon and shall inure to the benefit of the owner of such parcels, its heirs, successors and assigns.

**SECTION TWO:
MAINTENANCE**

The owner of each of the respective Parcels 1 and 2 shall share equally in the cost of maintaining the improvements necessary for reasonable access and parking on the Property.

**SECTION THREE:
RESERVATION OF USE**

No building or other structure or obstruction shall be permitted or maintained within the areas of the access and parking areas as depicted on Exhibit B, nor shall the grade of such access and parking areas be altered so as to materially interfere with the use of the areas as contemplated in this Declaration, except that paving, curbing, striping, landscaping, light poles and signage or similar easily moved improvements that do not materially interfere with the use of the rights described in this Declaration shall be permitted.

**SECTION FOUR:
OWNER**

For the purposes of this Declaration, "Owner" means, in the singular and plural, as the case

may be, any persons or entities owning from time to time fee simple title to all or a portion of the Parcel, and their successors and assigns. Each of the Owners of the Parcels shall have the right to grant the right to use the Access Easement to its employees, tenants, and licensees. Notwithstanding the foregoing, none of the easements created in this Declaration are intended to create any rights to the public.

**SECTION FIVE:
COVENANTS RUNNING WITH LAND**

The rights, agreements, duties, obligations and easements set forth in this Declaration shall run with the land, binding upon and benefitting and burdening the Owners of the Property and every portion of the Property, and their successors, assigns and legal representatives. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to such property, to have assumed all obligations of this Declaration relating to the Property to the extent of such transferee's interest in the transferred portion of the Property, and the transferor shall upon completion of such transfer be relieved of all further liability under this Declaration except liability with respect to matters that may have arisen during its period of ownership, if any.

**SECTION SIX:
IDEMNIFICATION**

Each Owner shall indemnify, defend and hold harmless the other Owners from and against any and all claims for damages (including, but not limited to, any legal fees actually incurred) which the indemnified party may incur as a result of the indemnifying party's rights under this Declaration, except to the extent such claims arise from the negligence of the indemnified party.

**SECTION SEVEN:
NO MERGER**

There shall be no merger of the easement granted, established and created by this Declaration with the fee estate of any party, by reason of the fact that a party or any one or more

of the Owners may own or hold (a) the estate or interest encumbered by such easement and (b) the fee estate of any portion of the Property; and no such merger shall occur until such parties and such Owner or Owners, as the case by may be, execute a written statement or instrument affecting such merger and shall duly record the same.

**SECTION EIGHT:
MODIFICATIONS**

This Declaration may be amended only by a written instrument executed by: (i) the Owners and (ii) the holders of all mortgages on the Property or any portion of the Property.

**SECTION NINE:
NOTICES**

Any notice, demand, or request which is required or permitted under this Declaration shall be deemed effective for all purposes under this Declaration when hand delivered in person (including delivery by a reputable courier or air freight company) or posted with the United States Postal Service, certified mail, postage prepaid to the Owner of the Property as shown in the real property tax records for Douglas County, Nevada.

**SECTION TEN:
GOVERNING LAW and SEVERABILITY**

The laws of Nevada shall govern this Declaration. Any provision of this Declaration which shall prove to be invalid, void, or illegal, shall in no way affect, impair or invalidate any other provisions of this Declaration.

Declarant has executed this Declaration of Access and Parking Easement at Douglas

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///

County, Nevada the day and the year set forth above.

Thomas Tran

Thomas Tran

Laurill Tran

Laurill Tran

Rick Nuzum

Rick Nuzum

STATE OF NEVADA)
: ss.
COUNTY OF Douglas)

On 5 November, 2021, personally appeared before me, a notary public, THOMAS TRAN personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the document.

K. Allen

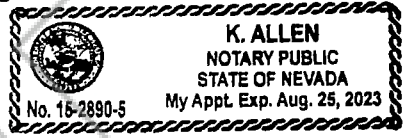
NOTARY PUBLIC

STATE OF NEVADA)
: ss.
County of Douglas)

On 5 November, 2021, personally appeared before me, a notary public, LAURILL TRAN personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that she executed the document.

K. Allen

NOTARY PUBLIC



STATE OF NEVADA)
: ss.
County of Douglas)

On 15 November, 2021, personally appeared before me, a notary public, RICK NUZUM personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that she executed the document.

K. Allen

NOTARY PUBLIC

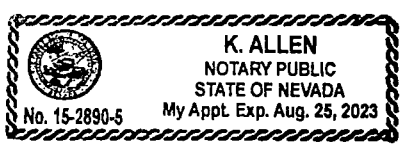
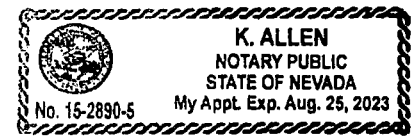


EXHIBIT 'A'
DESCRIPTION
(A.P.N. 1220-03-410-009)

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

A parcel of land located within a portion of Section 3, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

BEGINNING at the northerly corner of Reverted Parcel as shown on the Reversion to Acreage for Stor-All, LLC, filed for record January 21, 2020 in the office of Recorder, Douglas County, Nevada, as Document No. 94115, said point also falling on the southerly right-of-way line of Industrial Way;

thence along said southerly right-of-way line of Industrial Way, North 56°25'15" East, 132.50 feet;

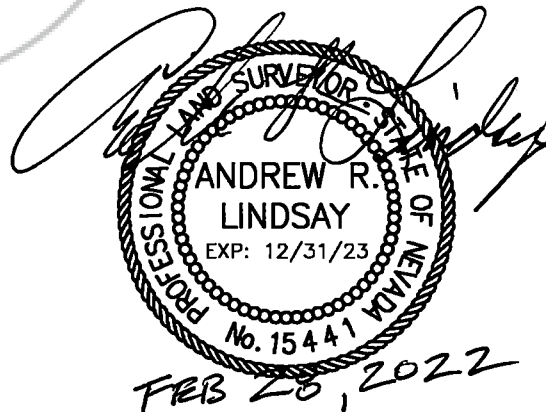
thence South 33°36'42" East, 338.28 feet;

thence South 64°48'19" West, 133.94 feet;

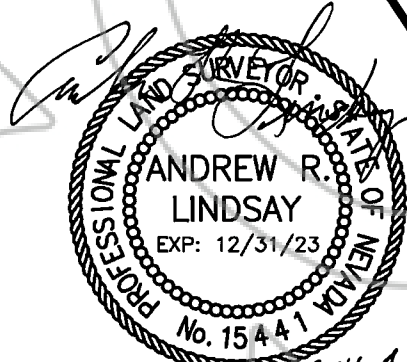
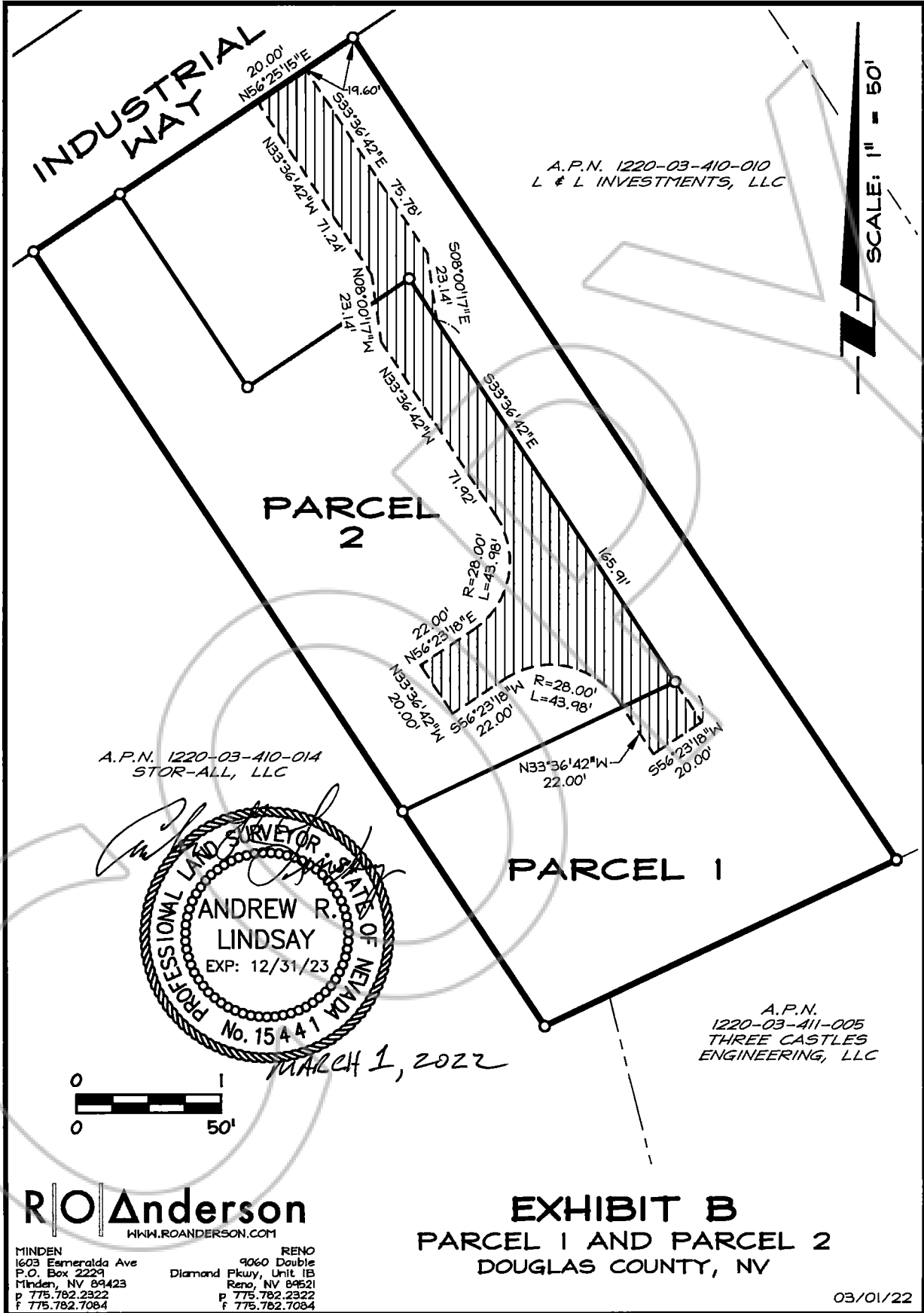
thence North 33°36'42" West, 318.75 feet to the **POINT OF BEGINNING**, containing 43,529 square feet or 1.00 acres, more or less.

The Basis of Bearing of this description is North 33°36'42" West, the east line of Reverted Parcel as shown on the Reversion to Acreage for Stor-All, LLC, filed for record January 21, 2020, in said office of Recorder as Document No. 94115.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
Andrew R. Lindsay, P.L.S. 15441
P.O. Box 2229
Minden, Nevada 89423



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R/O Anderson
WWW.ROANDERSON.COM

EXHIBIT B
PARCEL 1 AND PARCEL 2
DOUGLAS COUNTY, NV

MINDEN 1603 Esmeralda Ave
P.O. Box 2224
Minden, NV 89423
p 775.782.2322
f 775.782.7084

RENO 9060 Double
Diamond Pkwy, Unit 15
Reno, NV 89521
p 775.782.2322
f 775.782.7084

03/01/22