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STEWART TITLE COMPANY - NV
Washoe County Recorder
Kalie M. Work
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Page 1 of 13

RECORDING REQUESTED BY

8101 Properties, LLC
127 Taylor St.
Reno, NV 89509

AND RETURN TO:

8101 Properties, LLC
127 Taylor St.
Reno, NV 89509

APNs: 039-137-06
039-137-07
039-137-02

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is being recorded as an accommodation only.

GRANT OF EASEMENT

This GRANT OF EASEMENT (the "Agreement"), dated April 3, 2024, is made by and among the following parties: 8101 Properties, LLC, a Nevada limited liability company (the "LLC") and Thomas S. Molloy ("Molloy"). This Agreement is made with respect to the following:

RECITALS

A. Molloy is the owner of certain real property commonly known as 8775 Leroy Street, Reno, NV, 89523, as is more particularly described in Exhibit A attached hereto (collectively, the "Molloy Parcel");

B. The LLC is the owner of that certain real property, which is adjacent to the Molloy Parcel and commonly known as 8101 Leroy Street, Reno, NV 89523, and which are more particularly described in Exhibit B attached hereto (collectively, the "LLC Parcel");

C. There is an existing roadway which crosses through the Molloy Parcel to access the LLC Parcel (the "Roadway"); and

D. The parties now wish to memorialize an easement for the use and maintenance of the Roadway.

NOW THEREFORE, for good and valuable consideration in the amount of one hundred dollars ($100.00), the exchange and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Grant of Easement. Molloy hereby grants to LLC a non-exclusive easement for the Roadway on, over, within and through a portion of the Molloy Parcel as is more particularly depicted and described on Exhibit C (the "Easement Area") for the Easement Purposes stated in Section 2 below.

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2. Easement Purposes. "Easement Purposes" means the use of the Easement Area as is necessary or reasonably incidental for any of the following purposes:

a. Access to and from the LLC Parcel;

b. Repair, maintenance, improvement, and/or reconstruction of the Roadway, including, but not limited to, paving the Roadway if desired; and

c. Any other lawful use that is reasonably incidental to the above.

3. Character of Easement. The easement granted by this Agreement is nonexclusive and appurtenant to the LLC Parcel and includes the absolute right of LLC to use the Easement Area for the Easement Purposes at anytime.

4. Taxes. Nothing set forth in this Agreement shall impute any property or other taxes attributable to one parcel to that of another.

5. Reservation of Rights. The LLC and Molloy each hereby reserve all rights of ownership in and to their respective properties which are not inconsistent with the easement granted herein.

6. Perpetual and Binding Easements. This Agreement and the easement granted hereby be a perpetual easement, restriction and covenant running with the land of each party hereto and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, assigns, tenants, customers or invitees, including, without limitation, all subsequent owners of the LLC Parcel and the Molloy Parcel, and all persons claiming under them.

7. Recitals and Exhibits. The recitals contained herein shall be covenants as well as recitals. Any recital set forth above and any exhibits referred to and/or attached hereto are incorporated by reference into this Easement.

8. Amendment. This Easement shall be modified or amended only by a writing signed by the parties or their successors in interest.

9. Attorney Fees and Costs. If any legal action or proceeding arising out of or related to this Agreement is brought to enforce this Agreement, the prevailing party shall be entitled to receive from the other party reasonable attorney fees, costs and expenses as awarded by the court.

10. Entire Agreement. This Agreement and all attached exhibits constitute the entire agreement between Molloy and the LLC regarding the Roadway. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

[*Signatures next page, remainder of page intentionally blank.*]

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AGREED TO BY:

MOLLOY:

Date: 04 16 2024

By: _____
Thomas S. Molloy

State of _____

County of _____

This instrument was acknowledged before me on the ____day of _____ by Thomas S. Molloy

Signature: Attached
Notary Public

My Commission Expires: _____

LLC:

Date: _____

SIGNED IN COUNTERPART

By: _____
Eric Scott, Manager of
8101 Properties, LLC

State of _____

County of _____

This instrument was acknowledged before me on the ____day of _____ by Eric Scott as Manager of 8101 Properties, LLC

Signature: _____
Notary Public

My Commission Expires: _____

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AGREED TO BY:

MOLLOY:

Date: _____

SIGNED IN COUNTERPART

By: _____
Thomas S. Molloy

State of _____

County of _____

This instrument was acknowledged before me on the ____day of _____ by Thomas S. Molloy

Signature: _____
Notary Public

My Commission Expires: _____

LLC:

Date: 4/15/24

By: _____
Eric Scott, Manager of
8101 Properties, LLC

State of Nevada

County of Washoe

This instrument was acknowledged before me on the 15th day of April 2024 by Eric Scott as Manager of 8101 Properties, LLC

Signature: _____
Notary Public

My Commission Expires: 8.8.27

DIANE J. ALLEN
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 99-38196-2 - Expires August 8, 2027

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Grant of Easement

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 California
County of Mono)

On April 16, 2024 before me, R. O. Bedore, Notary Public
(insert name and title of the officer)

personally appeared Thomas S. Molloy,
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.

NRO1 R. O. BEDORE NRO1
COMM. #2332122
Notary Public - California
Mono County
My Comm. Expires Aug. 22, 2024

Signature R.O. B (Seal)

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EXHIBIT A

LEGAL DESCRIPTION FOR
8775 LEROY STREET, RENO, NV, 89523

Parcel 1

Lot 7 in Block 7 of MESA PARK SUBDIVISION, Washoe County, Nevada, according to the map thereof, filed in the Office of the County Recorder of Washoe County, State of Nevada, on April 19, 1929.

EXCEPTING THEREFROM the East 196.57 feet of said lot.

FURTHER EXCEPTING THEREFROM that portion of said lot described in Deed to Orvle H. Sanders, et ux, recorded November 21, 1946, in Book 190 of Deeds, Page 298, Washoe County, Nevada, records.

FURTHER EXCEPTING THEREFROM that portion of said Lot lying North of the South line, and lying West of the East line of the property conveyed to Sonny Glen Elder, et ux, by Deed recorded October 13, 1977, in Book 1140, Page 506, as Document No. 492274, Official Records.

Parcel 2

COMMENCING at the Northwest corner of Lot 7 in Block 7 of MESA PARK SUBDIVISION, Washoe County, Nevada, according to the map thereof, filed in the Office of the County Recorder of Washoe County, State of Nevada, on April 19, 1929; thence South 0°53' West 110.8 feet; thence Easterly parallel with the Northerly line of said Lot 7, a distance of 320 feet to the true point of beginning; thence continuing Easterly parallel with the North line of said Lot 7, a distance of 100 feet; thence South 0°53' West 110.8 feet to the Southerly line of said Lot 7; thence Westerly 100 feet along said Southerly line; thence North 0°53' East 110.8 feet to the point of beginning.

NOTE: The above metes and bounds descriptions previously appeared in that certain document recorded in the officer of the County Recorder of Washoe County, Nevada on December 30, 1994, as Document No. 1860531.

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EXHIBIT B

LEGAL DESCRIPTION FOR
8101 LEROY STREET, RENO, NV 89523

File No.: 1494433

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

PARCEL 1:

A parcel of land lying entirely within Lot 7 in Block 7 of Mesa Park Subdivision, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 9, 1929, as Tract Map No. 224, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 7 and proceeding;

Thence along the line common to Lots 7 and 6, East 14.98 feet;

Thence leaving said line and proceeding South 60.00 feet;

Thence East 35.00 feet;

Thence North 60.00 feet to a point on the line common to Lots 6 and 7;

Thence along said line, East 361.31 feet;

Thence leaving said line and proceeding, South 110.79 feet;

Thence West 413.00 feet to a point on the Westerly line of said Lot 7, also being a point on the Easterly line of Burkes Boulevard;

Thence along said line, North 00° 53' 00" East 110.80 feet to the true point of beginning.

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 Washoe County, Nevada on May 18, 2021, as Document No. 5182198 of Official Records.

APN: 039-137-06

PARCEL 2:

Commencing at the Northwest corner of Lot 7 in Block 7 of MESA PARK SUBDIVISION, WASHOE COUNTY, NEVADA, according to the official map thereof, filed in the office of the County Recorder of Washoe County, Nevada, on April 19, 1929; thence running easterly along the northerly line of said Lot 7, 420 feet; thence South 0° 53' West, 110.8 feet; thence running westerly, parallel with the northerly line of said Lot 7, 420 feet to the west line of said lot; thence North 0° 53' East, 110.8 feet to the true point of commencing.

Said premises being the north 110.8 feet of the west 420 feet of Lot 7, in Block 7 of Mesa Park Subdivision according to the map mentioned above.

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NOTE: The above metes and bounds description appeared previously in that certain document recorded in the office of the County Recorder of Washoe County, Nevada on May 4, 1962, as Document No. 358699 of Deed Records.

EXCEPTING THEREFROM that portion described in a Deed, recorded May 18, 2021, as Document no. 5182198, Official Records of Washoe County, Nevada (Parcel 1 described above).

FURTHER EXCEPTING THEREFROM any portion thereof lying within the parcel described In a Deed, recorded December 30, 1994, as Document No. 1860531, Official Records of Washoe County, Nevada.

APN: 039-137-07

Reference is further made to Record of Survey Map No. 4987, recorded November 28, 2007, as Document No. 3597727, Official Records of Washoe County, Nevada.

NOTE: The above metes and bounds descriptions were copied from that certain document recorded in the officer of the County Recorder of Washoe County, Nevada on March 9, 2022, as Document No. 5283851.

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EXHIBIT C

EASEMENT AREA

[attached on the following pages]

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EXHIBIT A

LEGAL DESCRIPTION

20 FOOT ACCESS EASEMENT TO 8101 LEROY STREET

BEING A 20 FOOT WIDE ACCESS EASEMENT TO PARCEL 1 (8101 LEROY STREET) IN THAT CERTAIN DOCUMENT 5283851 RECORDED MARCH 9, 2022 IN WASHOE COUNTY RECORDS, SAID PARCEL AND EASEMENT LYING WITHIN THE NORTHWEST QUARTER OF SECTION 13 TOWNSHIP 19 NORTH, RANGE 18 EAST MOUNT DIABLO MERIDIAN, WASHOE COUNTY, NEVADA, AND SAID EASEMENT FOLLOWING AN EXISTING GRAVEL DRIVEWAY WHICH CROSSES THE ADJACENT LOT CONVEYED TO THOMAS S. MALLOY BY THAT CERTAIN DOCUMENT 1860531 RECORDED DECEMBER 30, 1994 IN WASHOE COUNTY RECORDS, AND SAID 20 FOOT WIDE EASEMENT LYING ALONG THE FOLLOWING CENTERLINE:

BEGINNING AT THE CENTER OF SAID EXISTING GRAVEL DRIVEWAY WHICH POINT LIES ON THE SOUTH LINE OF SAID PROPERTY OF THOMAS S. MALLOY, IDENTICAL WITH THE NORTH RIGHT OF WAY LINE OF LEROY STREET, AND WHICH POINT LIES WEST 790 FEET ALONG THE CENTER OF LEROY STREET FROM THE INTERSECTION OF LEROY STREET AND THOMAS AVENUE;

THENCE NORTH 115 FEET TO THE BEGINNING OF THE FIRST OF TWO CURVES TO THE LEFT, BOTH CONCAVE TO THE SOUTHWEST AND BOTH WITH A RADIUS OF 40 FEET;

THENCE CONTINUING NORTH 55 FEET TO THE BEGINNING OF THE SECOND CURVE;

THENCE FOLLOWING THE SECOND CURVE NORTHWEST THROUGH A CENTRAL ANGLE OF APPROXIMATELY 65°19' FOR A DISTANCE OF APPROXIMATELY 45.6 FEET AND ENDING ON THE EAST PROPERTY LINE OF SAID 8101 LEROY STREET;

THENCE, FROM THE BEGINNING OF THE SAID FIRST CURVE FOLLOWING NORTHWEST THROUGH A CENTRAL ANGLE OF APPROXIMATELY 65°19' FOR A DISTANCE OF APPROXIMATELY 45.6 FEET AND ENDING ON THE EAST LINE OF SAID 8101 LEROY STREET;

THE SIDELINES AT THE NORTH END OF THIS EASEMENT EXTENDING AND SHORTENING TO END IN THE EAST LINE OF SAID 8101 LEROY STREET;

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THE SIDELINES AT THE SOUTH END OF THIS EASEMENT EXTENDING AND SHORTENING TO END IN THE NORTH RIGHT OF WAY LINE OF LEROY STREET;

AS ILLUSTRATED ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE;

BASIS OF BEARINGS: MESA PARK SUBDIVISION TRACT MAP 224 WASHOE COUNTY RECORDS;

END OF DESCRIPTION

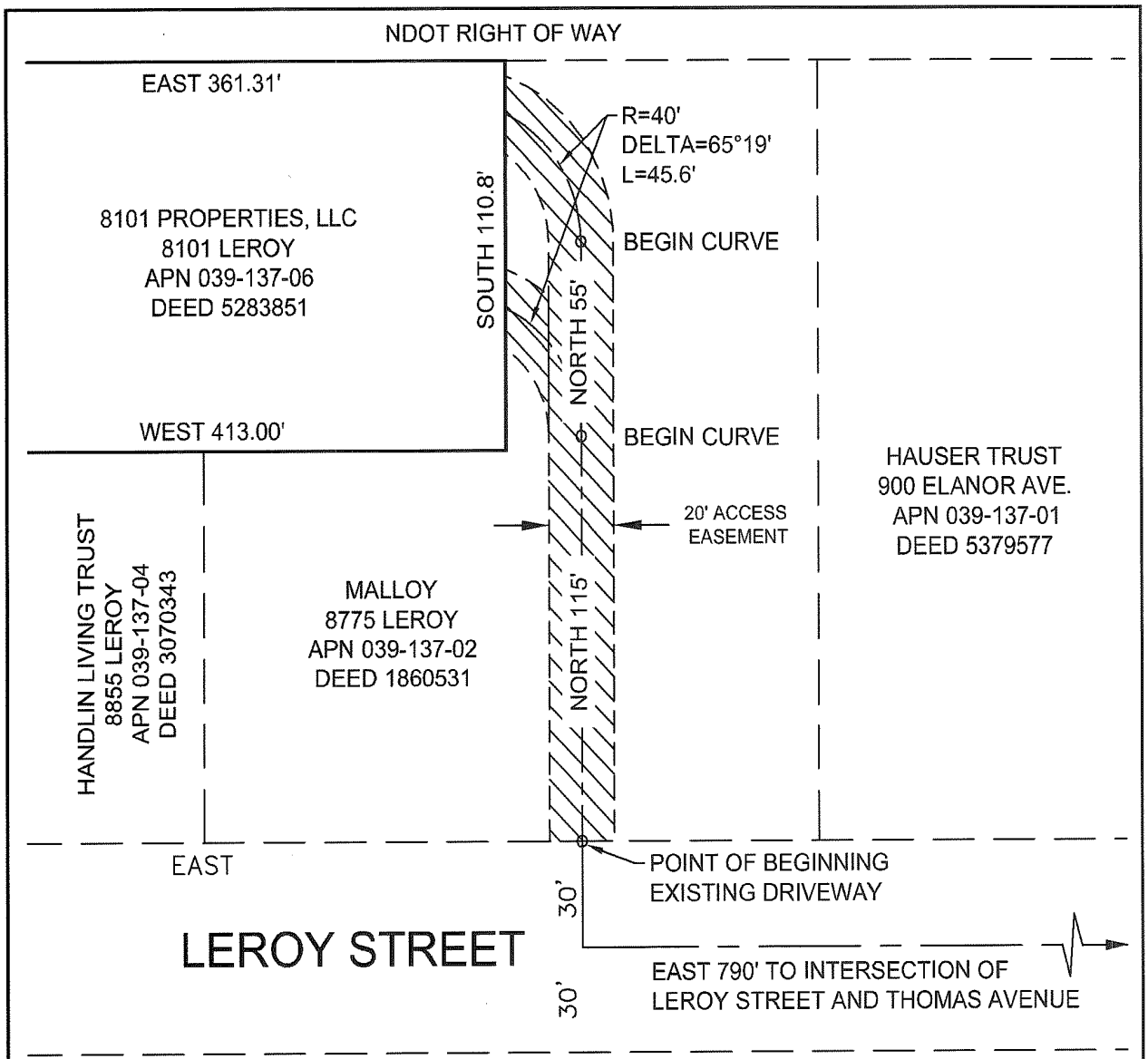
Michael S. Smith

Digitally signed by Michael S. Smith
DN: C=US, E=MichaelSmith698@ymail.com, CN=Michael S. Smith
Date: 2024.04.02 14:14:04 -07'00'



PREPARED BY
MICHAEL SMITH NV PLS 6642

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LEGEND

- EASMENT AREA
- PARCEL LINES
- ADJOINER LINES
- DIMENSION POINT

BASIS OF BEARINGS: MESA PARK SUBDIVISION TRACT MAP 224 WASHOE COUNTY RECORDS

NOTE: DOCUMENT REFERENCES ARE TO WASHOE COUNTY RECORDS

Michael S. Smith

Digitally signed by Michael S. Smith
DN: C=US, E=michaelsmith6@ymail.com, CN=Michael S. Smith
Date: 2024.04.02 14:14:36-07'00'

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
MICHAEL S. SMITH
Exp. 06-30-24
No. 6642

Robison Engineering COMPANY, INC
846 VICTORIAN AVENUE
SPARKS, NV 89431
www.robisoneng.com

DRAWN: MSS
DATE: 2024-04-02

PREPARED FOR:
CMJR CONSTR
C/O ERIC SCOTT
127 TAYLOR ST.
Reno, NV 89509
917-335-1269

0' 25' 50'
SCALE: 1"=50'

EXHIBIT "B"

PROPOSED ACCESS EASEMENT

WITHIN THE NORTHWEST QUARTER
SECTION 13, T. 19 N. R. 18 E., M.D.M.

WASHOE COUNTY NEVADA
PROJECT NO. 1-2403-02.001 SHEET 1 OF 1

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WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER
KALIE M. WORK, RECORDER

1001 E. NINTH STREET
RENO, NV 89512
PHONE (775) 328-3661
FAX (775) 325-8010

LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

_____ ___April 17, 2024_____
Signature Date

_Diane Allen_____
Printed Name