

EASEMENT AGREEMENT

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3 THIS AGREEMENT made and entered into this 15th day of
4 December, 1966, by and between HOWARD N. JERNIGAN and ORA M.
5 JERNIGAN, husband and wife, hereinafter called "FIRST PARTIES,"
6 which expression includes his, her or their heirs, executors,
7 administrators, agents or assigns, where the context so requires
8 or admits, JERRY OWEN MILLER and DONNA RAE MILLER, husband and
9 wife, hereinafter called "SECOND PARTIES," which expression in-
10 cludes his, her or their heirs, executors, administrators, agents
11 or assigns, where the context so requires or admits, DERO B.
12 FORSLUND and DOROTHY C. FORSLUND, husband and wife, hereinafter
13 called "THIRD PARTIES," which expression includes his, her or
14 their heirs, executors, administrators, agents or assigns, where
15 the context so requires or admits, MERVYN E. ROTHE and VERNA M.
16 ROTHE, husband and wife, hereinafter referred to as "FOURTH PART-
17 IES," which expression includes his, her or their heirs, executors,
18 administrators, agents or assigns, where the context so requires
19 or admits, PHILIP F. SCOFIELD and PRISCILLA R. SCOFIELD, hus-
20 band and wife, hereinafter called "FIFTH PARTIES," which expres-
21 sion includes his, her or their heirs, executors, administrators,
22 agents or assigns, where the context so requires or admits,
23 RONALD F. BOONE and LORRAINE W. BOONE, husband and wife, herein-
24 after called "SIXTH PARTIES," which expression includes his, her
25 or their heirs, executors, administrators, agents or assigns,
26 where the context so requires or admits, EARL HANSEN and MARY
27 PALADY, now known as MARY HANSEN, husband and wife, hereinafter
28 called "HANSEN," which expression includes his, her or their
29 heirs, executors, administrators, agents or assigns, where the
30 context so requires or admits, HARVEY A. GROSS, a widower, here-
31 inafter called "GROSS," which expression includes his, heirs,
32 executors, administrators, agents or assigns, where the context

1 so requires or admits, DOUGLAS PROPERTIES CORPORATION, a Califor-
 2 nia corporation, hereinafter called "DOUGLAS," which expression
 3 includes its substitutes, agents or assigns, where the context
 4 so requires or admits, CALIFORNIA INTERSTATE TELEPHONE COMPANY,
 5 hereinafter called "INTERSTATE," which expression includes its
 6 substitutes, agents or assigns, where the context so requires
 7 or admits, and the SIERRA PACIFIC POWER COMPANY, hereinafter cal-
 8 led "SIERRA," which expression includes its substitutes, agents
 9 or assigns, where the context so requires or admits,

W I T N E S S E T H:

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 11 WHEREAS, a certain unimproved and unrecorded roadway has
 12 been in existence since the initial subdividing of the Foothill
 13 Estates, which said roadway or easement is for the purpose of
 14 this agreement, more fully and completely described as follows:

15 A 20' wide easement for ingress and egress
 16 over and through Lots 3 through 7 of Block
 17 C, inclusive, of Foothill Estates, Official
 18 Records of Douglas County, Nevada, the center-
 19 line of which is more particularly described
 20 as follows: Commencing at the most Southwest-
 21 erly corner of Lot 7 of said Block C; thence
 22 along the front of Lot 7 North 15° 34' 25"
 23 West 14.46'; thence North 27° 18' 39" West
 24 14.90 feet (an error on the record map cites
 25 this bearing as North 22° 18' 39" West) to
 26 the TRUE POINT OF BEGINNING; thence along
 27 the centerline of said 20 foot wide easement
 28 the following bearings and distances; North
 29 01° 31' 25" West 104.98 feet; North 18° 46'
 30 55" East, 111.72 feet; North 00° 03' 45"
 31 West 73.00 feet; North 09° 46' 15" East,
 32 83.50 feet; North 23° 59' 15" East 59.53
 feet to a point on the lot line common to
 Lots 2 and 3 from which point the rear cor-
 ner common to said Lots 2 and 3 bears South 84°
 44' 51" East 130.63 feet;

27 and

28 WHEREAS, FIRST, SECOND, THIRD and SIXTH PARTIES are at
 29 least equitable owners of Lots 3, 4, 5 and 2 of Block C of the
 30 Foothill Estates above mentioned, and FOURTH and FIFTH PARTIES
 31 are on the date hereof legal, as well as equitable owners, of
 32 Lots 6 and 7, respectively, hereof; and

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WHEREAS, FIRST PARTIES through SIXTH PARTIES, inclusive, are the owners of that certain easement for roadway purposes set forth above, said roadway presently existing with the dimensions and boundaries as above set forth, and it is the desire of said parties to create hereby a mutual easement relative to said roadway; and

WHEREAS, FIRST PARTIES, SECOND PARTIES, THIRD PARTIES, FOURTH PARTIES, FIFTH PARTIES and SIXTH PARTIES desire and are entitled to a right-of-way or easement, for the purpose of ingress and egress to the various pieces and plots of real property, namely, Lot 3 under Contract of Sale to FIRST PARTIES, Lot 4 under Contract of Sale to SECOND PARTIES, Lot 5 under Contract of Sale to THIRD PARTIES, and Lot 2 under Contract of Sale to SIXTH PARTIES, all of said Contracts of Sale being heretofore entered into with DOUGLAS as seller, with both HANSEN and GROSS legally affected thereby, Lot 6 owned equitably and legally by FOURTH PARTIES, and Lot 7 owned equitably and legally by FIFTH PARTIES as of this date; and

WHEREAS, it is the desire of FIRST PARTIES through SIXTH PARTIES and HANSEN, GROSS and DOUGLAS to adequately grade and pave the referenced easement or right-of-way; and

WHEREAS, it is the further desire of DOUGLAS to grade and pave said roadway, and the additional desire of FIRST PARTIES through SIXTH PARTIES to equitably share the financial burden respecting the future maintenance of said roadway; and

WHEREAS, HANSEN and GROSS have secured the interests respecting Lots 2, 3, 4, 5 and 7, above referred to, by virtue of certain Deeds of Trust wherein both parties are respectively beneficiaries thereunder; and

WHEREAS, INTERSTATE and SIERRA have respective utility easements over the South and west 10 feet of Lots 2 through 7, above referred to;

1 NOW, THEREFORE, the parties hereto, in consideration of
2 their mutual promises to each other hereinafter stated, have
3 agreed, and by these presents do agree, as follows:

4 1. DOUGLAS agrees, by virtue of its legal interests in the
5 lots abutting the easement, but not limited thereto, based upon
6 its legal status under the various transactions concerning said
7 lots, and for other good and valuable consideration, to grade
8 and pave that certain 20-foot wide easement for ingress and
9 egress where that extent of grading and paving is feasible,
10 practical and otherwise allowable from an engineering point of
11 view, said easement more particularly described in recital number
12 one (1), set forth above, said paving to be done and accomplished
13 in accordance with acceptable specifications and standards appli-
14 cable respecting subdivisions in Douglas County, State of Nevada,
15 within eighteen (18) months from the date hereof, and, further,
16 said paved roadway is to be established with a consciousness of the
17 set back lines as delineated on the official plat of said land,
18 as set forth in the official records of Douglas County, Nevada.

19 2. FIRST, SECOND, THIRD, FOURTH, FIFTH and SIXTH PARTIES
20 hereby mutually agree to maintain said roadway in an adequate
21 fashion with an eye on convenient use and travel, such maintenance
22 to include reasonable repairs, snow removal, and the like, FIRST
23 PARTIES through SIXTH PARTIES agreeing to share equally any and
24 all expenses incidental to the fulfillment of these purposes; and
25 it is the further intention of FIRST PARTIES through SIXTH PARTIES
26 to hereby create a mutual easement by and between themselves and
27 they do in fact create the same hereby, to insure reasonable
28 travel upon said roadway and to effect the aesthetic sights in-
29 cidental to said roadway.

30 3. HANSEN, being a beneficiary under a Deed of Trust to
31 secure an indebtedness in the sum of \$13,000.00, and any other
32 amounts payable thereunder, executed by Arthur J. Snell and
Edith Anne Snell, his wife, Walter F. Christiansen and Cleo

1 Christiansen, his wife, and John E. O'Mara and Ellen O'Mara, his
 2 wife, wherein Pioneer Title Insurance Company of Nevada is Trustee,
 3 recorded June 5th, 1959, in Book 9, Page 193 of Trust Deeds, as
 4 Document No. 14451, Records of Douglas County, Nevada, and in
 5 that GROSS is the beneficiary of that certain Deed of Trust to
 6 secure an indebtedness of \$27,145.51, and any other amounts pay-
 7 able thereunder, executed by Douglas Properties Corporation, a
 8 California corporation, to Pioneer Title Insurance Company of
 9 Nevada, a Nevada corporation, as Trustee, recorded June 20th,
 10 1962, in Book 12, Official Records, Page 166, Document No. 20245,
 11 Records of Douglas County, Nevada, both said HANSEN and GROSS,
 12 in consideration of the betterment or increase of their security,
 13 namely, affecting the various lots, as recorded, abutting the
 14 referenced easement, and for other good and valuable considera-
 15 tion, hereby expressly agree to waive any and all claims or ob-
 16 jections that they may now have, or claim to have, or which they
 17 may have or claim to have in the future, respecting any and all
 18 lots abutting the referenced easement, further agreeing to hold
 19 any such claims or objections subject to this existing easement,
 20 particularly with reference to foreclosure proceedings which
 21 could affect said easement. DOUGLAS hereby joins HANSEN and
 22 GROSS in covenanting and agreeing never to prejudice said ease-
 23 ment for any reason through litigation or otherwise, in consi-
 24 deration of FIRST PARTIES through SIXTH PARTIES promise herein
 25 to maintain said roadway.

26 4. INTERSTATE and SIERRA, both being owners of utility
 27 easements over the south and west 10 feet of Lot 7, abutting
 28 said roadway easement, which said utility easements are also 10
 29 feet over the westerly side of Lots 2, 3, 4, 5 and 6 hereunder,
 30 both hereby expressly agree to allow DOUGLAS to make the grading
 31 and paving improvements, referred to in paragraph 1, above, and,
 32 further agree not to unnecessarily interfere with the expedient

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1 movement of traffic on the roadway in consideration of INTER-
2 STATE's and SIERRA's right to use said improved roadway when
3 necessary and practical for the operation of their respective
4 businesses. FIRST PARTIES, SECOND PARTIES, THIRD PARTIES, FOURTH
5 PARTIES, FIFTH PARTIES and SIXTH PARTIES hereby expressly agree,
6 for themselves, their agents, their instrumentalities or their
7 assigns, to at no time, nor in any manner, obstruct or interfere
8 with the reasonable use and exercise by INTERSTATE and SIERRA
9 of their utility easements, as delineated on the official plat
10 of the subject subdivision.

11 5. Each of the parties hereto agrees to execute and de-
12 liver to the other at any time the same are required, any and
13 all instruments of any kind or character which may be reasonably
14 required by the other, to carry into effect the provisions of
15 this agreement.

16 6. This agreement is to bind the heirs, executors, adminis-
17 trators, agents, assigns, or substitutes, of the respective part-
18 ies hereto.

19 IN WITNESS WHEREOF, the parties have hereunto set their
20 hands the day and year first above written.

21
22 Howard N. Jernigan
HOWARD N. JERNIGAN

23
24 Ora M. Jernigan
ORA M. JERNIGAN

"FIRST PARTIES"

25
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27 Jerry Owen Miller
JERRY OWEN MILLER

28
29 Donna Rae Miller
DONNA RAE MILLER

"SECOND PARTIES"

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DERO B. FORSLUND

DOROTHY C. FORSLUND

"THIRD PARTIES"

MERVYN E. ROTHE

VERNA M. ROTHE

"FOURTH PARTIES"

Philip F. Scofield
PHILIP F. SCOFIELD

Priscilla R. Scofield
PRISCILLA R. SCOFIELD

"FIFTH PARTIES"

Ronald F. Boone
RONALD F. BOONE
RONALD

Lorraine W. Boone
LORRAINE W. BOONE

"SIXTH PARTIES"

Mary Palady
MARY PALADY

Also Known As

Mary Hansen
MARY HANSEN

Earl Hansen
EARL HANSEN

Harvey A. Gross
HARVEY A. GROSS

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DOUGLAS PROPERTIES CORPORATION

By *Russell Usinger*
RUSSELL USINGER

ATTEST:

SECRETARY

(SEAL)

CALIFORNIA INTERSTATE TELEPHONE COMPANY

By *C. N. Morris*
C. N. MORRIS
District Manager

SIERRA PACIFIC POWER COMPANY

By *R. A. Holdcraft*
R. A. Holdcraft
Vice-President - Treasurer

STATE OF NEVADA,

County of Washoe } ss.

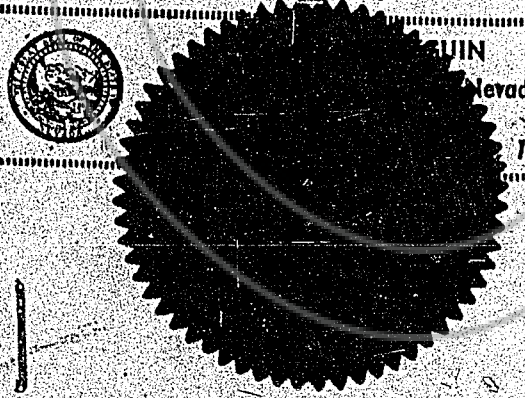
On this 28th day of July A. D. one thousand nine hundred and sixty-seven
personally appeared before me Giovanna B. Seguin, a Notary Public in and for said
County of Washoe - R. A. Holdcraft

Known to me to be the Vice-President Treasurer
of the corporation that executed the foregoing instrument, and upon oath, did depose thathe is the
officer of said corporation as above designated; thathe is acquainted with the seal of said corpora-
tion and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures
to said instrument were made by officers of said corporation as indicated after said signatures; and that the
said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein
mentioned.

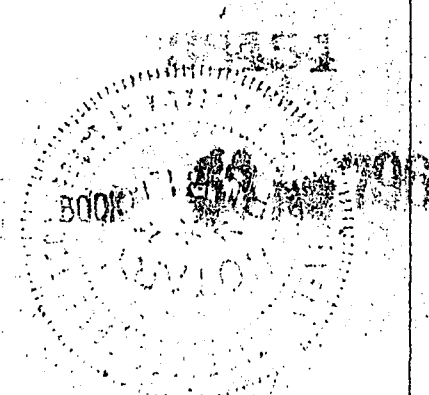
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office
in the County of Washoe the day and year in this certificate first
above written.

Giovanna B. Seguin
Notary Public in and for the County of Washoe, State of Nevada.

My commission expires.....
CORPORATION—Reno Printing Co., Reno, Nevada.



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1 STATE OF NEVADA)
2 County of Mobile : ss.
3)

4 On this 5 day of ~~December~~, ^{July 1967} 1966, personally appeared
5 before me, the undersigned Notary Public in and for the County
6 and State aforesaid, HOWARD N. JERNIGAN and ORA M. JERNIGAN,
7 husband and wife, known to me to be the persons described in and
8 who executed the foregoing instrument, who acknowledged to me
9 that they executed the same freely and voluntarily and for the
10 uses and purposes therein mentioned.

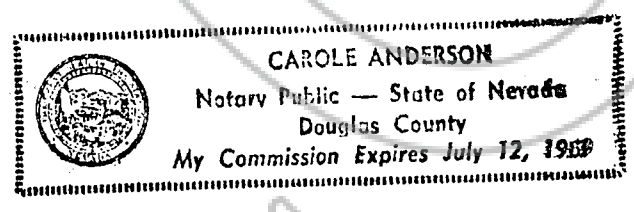
11 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
12 my official seal the day and year in this certificate first above
13 written.

14 Evelyn Tibbitts Robertson
15 NOTARY PUBLIC
16 My Comm. ex: 11/8/69

17 STATE OF NEVADA)
18 County of Douglas : ss.
19)

20 On this 27th day of ~~December~~, ^{JANUARY} 1967, personally appeared
21 before me, the undersigned Notary Public in and for the County
22 and State aforesaid, JERRY OWEN MILLER and DONNA RAE MILLER,
23 husband and wife, known to me to be the persons described in and
24 who executed the foregoing instrument, who acknowledged to me
25 that they executed the same freely and voluntarily and for the
26 uses and purposes therein mentioned.

27 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
28 my official seal the day and year in this certificate first above
29 written.



30 Carole Anderson
31 NOTARY PUBLIC
32 My Comm. ex: _____

33 STATE OF California)
34 County of Mobile : ss.
35)

36 On this 2 day of ~~December~~, ^{May} 1967, personally appeared
37 before me, the undersigned Notary Public in and for the County
38 and State aforesaid, DERO B. FORSLUND and DOROTHY C. FORSLUND,
39 husband and wife, known to me to be the persons described in and
40 who executed the foregoing instrument, who acknowledged to me
41 that they executed the same freely and voluntarily and for the
42 uses and purposes therein mentioned.

43 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
44 my official seal the day and year in this certificate first above
45 written.

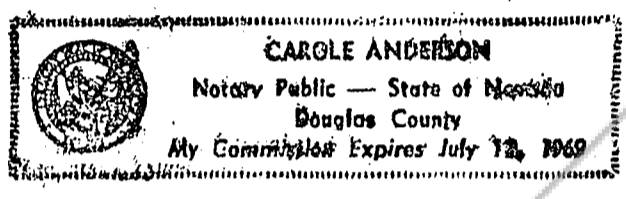
46 Evelyn Tibbitts Robertson
47 NOTARY PUBLIC
48 My Comm. ex: 11/8/69

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1 STATE OF NEVADA)
: ss.
2 County of Douglas)

3 On this 28th day of December, 1966, personally appeared
4 before me, the undersigned Notary Public in and for the County
5 and State aforesaid, MARY PALADY, also known as MARY HANSEN, and
6 EARL HANSEN, her husband, known to me to be the persons described
7 in and who executed the foregoing instrument, who acknowledged
8 to me that they executed the same freely and voluntarily and for
9 the uses and purposes therein mentioned.

10 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
11 my official seal the day and year in this certificate first above
12 written.



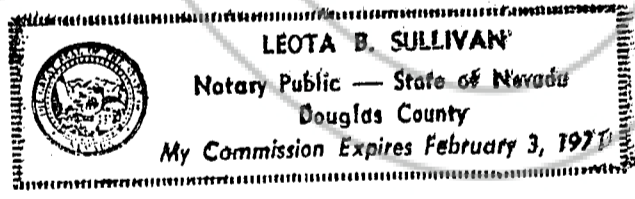
Carole Anderson
NOTARY PUBLIC

My Comm. ex: _____

13 STATE OF NEVADA)
: ss.
14 County of Douglas)

15 On this 4th day of August 1967, personally appeared
16 before me, the undersigned Notary Public in and for the County
17 and State aforesaid, HARVEY A. GROSS, a widower, known to me to
18 be the person described in and who executed the foregoing instru-
19 ment, who acknowledged to me that he executed the same freely and
20 voluntarily and for the uses and purposes therein mentioned.

21 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
22 my official seal the day and year in this certificate first above
23 written.



Leota B. Sullivan
NOTARY PUBLIC

My Comm. ex: _____

1 STATE OF _____)
2 County of _____) : ss.

3 On this _____ day of December, 1966, personally appeared
4 before me, the undersigned Notary Public in and for the County
5 and State aforesaid, MERVYN E. ROTHE and VERNA M. ROTHE, husband
6 and wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

7 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
8 my official seal the day and year in this certificate first above
9 written.

10 _____
11 NOTARY PUBLIC
12 My Comm. ex: _____

13 STATE OF California)
14 County of Santa Clara) : ss.

15 On this 27th day of December, 1966, personally appeared
16 before me, the undersigned Notary Public in and for the County
17 and State aforesaid, PHILLIP F. SCOFIELD and PRISCILLA R. SCOFIELD,
18 husband and wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

19 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
20 my official seal the day and year in this certificate first above
21 written.

22 _____
23 NOTARY PUBLIC
24 My Comm. ex: May 27 1969

25 STATE OF NEVADA)
26 County of DOUGLAS) : ss.

27 On this 21st day of December, 1966, personally appeared
28 before me, the undersigned Notary Public in and for the County
29 and State aforesaid, ~~RICHARD~~ RICHARD F. BOONE and LORRAINE W. BOONE, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

30 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
31 my official seal the day and year in this certificate first above
32 written.

33 _____
34 NOTARY PUBLIC
35 My Comm. ex: _____

CAROLE ANDERSON
Notary Public — State of Nevada
Douglas County
My Commission Expires July 12, 1969

1 STATE OF NEVADA)
2 County of DOUGLAS) ss.

3 On this 21st day of December, 1966, personally appeared
4 before me, a Notary Public in and for said County and State,
5 RUSSELL USINGER and _____, known to me
6 to be the President and Secretary, respectively, of DOUGLAS
7 PROPERTIES CORPORATION, a California corporation, that executed
8 the foregoing instrument and, upon oath, did depose that they
9 are the officers of said corporation as above designated; that
10 they are acquainted with the seal of said corporation, and that
11 the seal affixed to said instrument is the corporate seal of
12 said corporation; that the signatures to said instrument were
13 made by the officers of said corporation as indicated after said
14 signatures; and that the said corporation executed the said
15 instrument freely and voluntarily and for the uses and purposes
16 therein mentioned.

17 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
18 my official seal the day and year in this certificate first above
19 written.

MARILYN BIGHAM
Notary Public - State of Nevada
Washoe County
My Commission Expires Nov. 6, 1967

Marilyn Bigham
NOTARY PUBLIC

My Comm. ex: Nov. 6, 1967

16 STATE OF _____)
17 COUNTY OF _____)

18 On this _____ day of December, 1966, personally appeared
19 before me, a Notary Public in and for said County and State,
20 ARTHUR S. TAYLOR, Vice President and General Manager of CALI-
21 FORNIA INTERSTATE TELEPHONE COMPANY, and known to me to be the
22 person described in and who represented to me that he was authoriz-
23 ed in behalf of CALIFORNIA INTERSTATE TELEPHONE COMPANY to exe-
24 cute the foregoing instrument and that he did in fact execute
25 the said foregoing instrument and who acknowledged to me that he
26 executed the same freely and voluntarily and for the uses and
27 purposes therein mentioned.

28 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
29 my official seal the day and year in this certificate first above
30 written.

ARTHUR S. TAYLOR NOTARY PUBLIC

My Comm. ex: _____

31 recorded at Request of First Commercial Title Inc
32 On Oct 5, 1967 At 54 Min. Past 9 AM
Official Records of Douglas County, Nevada. Fee 14.00
Ethel N. Schacht, Recorder. By Jeanne Gannon
Deputy