AGREEMENT FOR RECIPROCAL EASEMENTS AND TO PROVIDE FOR FIRST RIGHT OF REPURCHASE

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cularly described as:

Being a non-exclusive easement, for ingress and egress and utilities and for the use of

the parking areas, including, without limita-

FIRST RIGHT OF REPURCHASE

THIS AGREEMENT made this 29th day of April ,19 by and between EDGAR JAMES STRATTON and MARY JANE STRATTON and hereafter referred to as "STRATTON", and FIRST INTERSTATE BANK OF NEVADA, Reno, Nevada, a National Banking Association, hereafter referred to as "BANK".

RECITALS

The parties have an interest in adjoining real estate situated in the County of Douglas, State of Nevada, by reason of a parcel of property now owned by STRATTON, more particularly described as:

Being all of Parcel II, as shown on the Parcel Map for Edgar James Stratton, et ux, filed in the office of the county recorder of Douglas County, Nevada on $\frac{1}{3} \frac{1}{3} \frac{1}{3}$

A parcel of which is being purchased by BANK, as the Buyer, more particularly described as:

Being all of Parcel III, as shown on the Parcel Map for Edgar James Stratton, et ux, filed in the office of the county recorder of Douglas County, Nevada on July 16,1911 in Book 781 of Official Records, at Page, 1/37, as File Number 5301.

In consideration of the recitals stated herein and the covenants and agreements hereinafter set forth, the parties agree as follows:

1. The parties herein covenant and agree that by this document they shall and do hereby create between STRATTON and BANK mutual and reciprocal easements on and to that real property more particularly described as:

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tion, driveways, roadways and other means of ingress or egress appurtenant to the property being further described as follows:

Beginning at the most northerly corner of Parcel III, as shown on the Parcel Map for Edgar James Stratton, et ux, filed in the office of the County Recorder of Douglas County, Nevada on Jan 16,181 in Book 781 of Official Records at Page 1127, as File Number 580/; thence from said point of beginning N 45° 06' 00" E 25.00 feet to the Southwesterly boundary of U. S. Highway 395; thence along said last mentioned boundary S 44° 54' 00" E 150.00 feet; thence leaving said Highway 395 S 45° 10' 00" W 25.00 feet to the most easterly corner of said Parcel I; thence along the northeasterly boundary of said Parcel I N 44° 54' 00" W 150.00 feet to the point of beginning.

For the use of the invitees, employees, licensees, agents, assigns and successors in interest solely for vehicular, pedestrian or other surface traffic of whatsoever nature.

- 2. Each party does hereby grant to the other party and all persons holding under or through such party, their respective mortgagees, licensees, invitees, lessees, sublessees, employees, agents, customers, and guests a perpetual and irrevocable non-exclusive easement in common with the pranting party to use, without payment of any kind whatsoever, for their respective intended purposes.
- 3. STRATTON and BANK may enter into a separate agreement for the joint maintenance of their respective parcels.
- 4. These easements may not be terminated, modified or amended except by written agreement of the parties, their successors or assigns.
- 5. The granting of this easement shall run with the land, shall be binding upon the inure to the benefit of the parties hereto, their heirs, successors or assigns, and shall be for the benefit of and use of the parties hereto.
- 6. <u>FIRST RIGHT OF REPURCHASE</u>. BANK hereby grants to STRATTON the first right to repurchase Parcel II, as described above, on or after eighteen (18) calendar months following the

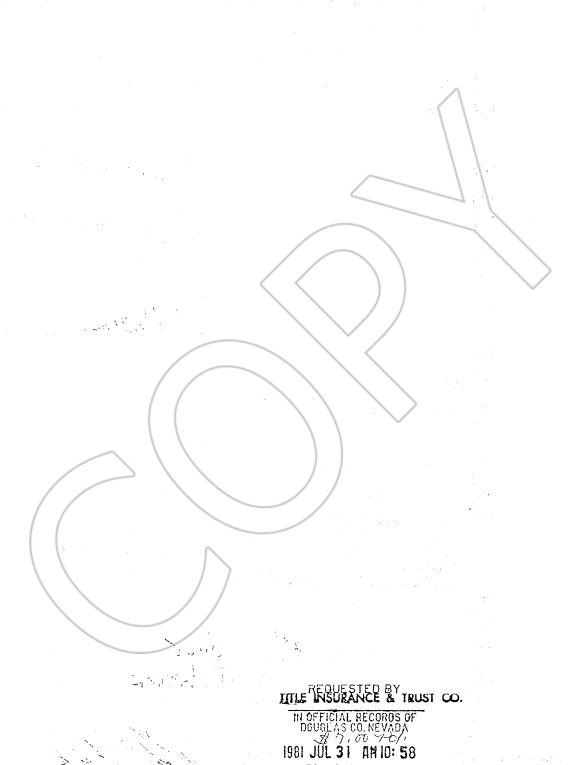
David Mathews Attorney and Counselor at Law P.O. Box 251 Minden, Nevada 89423 (702) 782-8188 27

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-	protection and the community of
1	close of escrow, and the repurchase price shall be exactly equal
2	to the purchase price plus TWELVE PERCENT (12%) per annum interest
3	on said amount for the period of time that BANK held the property;
4	provided, however, that in the event BANK should commence con-
5	struction for a bank during said eighteen (18) month period, then
6	this provision is void, and STRATTON shall not thereafter own
7	any right to repurchase under this provision.
8	IN WITNESS WHEREOF, the parties hereto have executed
9	this Agreemnet for Reciprocal Easements and to provide for first
10	right to repurchase the day and year first above written.
11	
12	Man Jane Stratta
13	MARI JUNE STRATION
14	Edgar Junes Shatton
15	EDGAR JAMES STRATTON
16	"STRATTON"
17	FIRST NATIONAL BANK OF NEVADA
18	By: Haddork
19	"BANK"
20	STATE OF NEVADA)
21	COUNTY OF DOUGLAS)
22	On this 29th day April , 1981, personally appeared
23	before me a Notary Public, EDGAR JAMES STRATTON and MARY JANE
24	STRATTON, who acknowledged to me that they executed the fore-
25	goling.minastinamenatay.manumannum
26	DARLENE M. ROSS Notary Public - State of Nevada Multure M. Karn DARLENE M. ROSS Notary Public - State of Nevada Multure M. Karn
27	Douglas County Darlene M. Ross My Appointment Expires Feb. 6, 1984 NOTARY PUBLIC
28	STATE OF NEVADA)
29	COUNTY OF DOUGLAS) SS.
30	
	On this 3 day June, 1981, personally appeared
31	On this 3 day June, 1981, personally appeared before me, a Notary Public, J. HADDOK, on behalf of
31 32	
	before me, a Notary Public, J. + ADDOCK, on behalf of FIRST NATIONAL BANK OF NEVADA, A National Banking Association, who acknowledged to be that he executed the foregoing instrument.
32	before me, a Notary Public, J. HADDOK, on behalf of FIRST NATIONAL BANK OF NEVADA, A National Banking Association,
	before me, a Notary Public, J. HADDOK, on behalf of FIRST NATIONAL BANK OF NEVADA, A National Banking Association, who acknowledged to be that he executed the foregoing instrument.

David Mathews
Altorney
and Counselor at Lav P.O. Box 251 Minden, Nevada 89423 (702) 782-8188

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MARIE A. RABEL
RECORDER

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