

1 other livestock by STODIECKS or persons acting through STODIECKS.
2 The rights granted hereby specifically preclude ingress or egress
3 or other use for commercial, industrial or residential purposes
4 in connection with STODIECKS' real property described in Exhibit
5 "B". The rights granted herein shall terminate upon the cessa-
6 tion of agricultural activities on the real property described on
7 Exhibit "B" or upon commercial, industrial or residential con-
8 struction on the real property described on Exhibit "B", whichev-
9 er shall first occur. Upon termination, STODIECKS agree to
10 execute and deliver any and all instruments reasonably required
11 by LAXAGUE to evidence termination.

12 It is agreed that by February 1, 1987, LAXAGUES will
13 remove the existing fence running parallel to LAXAGUES' western
14 boundary. The removal of said existing fence shall be at the
15 sole expense of LAXAGUES. It is also agreed that LAXAGUES shall
16 have the right to build a fence along the line westernmost
17 described in Exhibit "A". Such new fence shall be constructed
18 and maintained at the sole expense of LAXAGUES, except STODIECKS
19 shall have the right to place a gate within said fence at
20 STODIECKS' sole expense. STODIECKS shall have the right to lock
21 said gate in the new fence and no access through said gate is
22 granted to LAXAGUES by virtue of this agreement.

23 LAXAGUES shall have the right to gate across the
24 northernmost and southernmost portions of the real property
25 described in Exhibit "A", provided, however, that STODIECKS shall
26 be provided all necessary keys to permit ingress and egress
27 through any such gate or gates, and provided further that the
28 gates are free swinging and provide an opening of not less than

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1 twenty feet. Such gate or gates as described in this paragraph
2 shall be constructed and maintained at the expense of LAXAGUES.

3 STODIECKS agree to keep any gates set forth in this
4 agreement closed and locked, except at such times as the equip-
5 ment and vehicles as contemplated herein are passing through such
6 gated areas. The parties recognize that the failure to keep any
7 of the gates closed and secured may result in losses to LAXAGUES'
8 livestock and other possible damages. The parties agree to
9 utilize a double lock system. The dirt road that will be within
10 the real property described in Exhibit "A" shall at all times be
11 a private road subject to the rights granted herein in favor of
12 STODIECKS, and such other rights as LAXAGUES have granted or may
13 from time to time grant to third parties in connection with the
14 real property described in Exhibit "A". STODIECKS shall not be
15 responsible for the cost of maintaining said private dirt road.
16 The responsibility for the maintenance of said private road shall
17 be the responsibility of LAXAGUES, their agents or assigns.

18 STODIECKS hereby indemnify and hold harmless LAXAGUES
19 for any damages, attorneys' fees or costs arising from injuries
20 to persons or property occasioned by the use of the real property
21 described in Exhibit "A" by STODIECKS or parties acting through
22 STODIECKS. Said indemnity and hold harmless shall not extend to
23 damages to the extent occasioned by the negligence of LAXAGUES.

24 LAXAGUES hereby remise, release and forever QUITCLAIM
25 unto STODIECKS, and to their heirs and assigns forever, all their
26 right, title and interest in any prescriptive rights which they
27 may possess within the real property described on Exhibit "B".

28 STODIECKS hereby remise, release and forever QUITCLAIM unto

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1 LAXAGUES, and to their heirs and assigns forever, all their
2 right, title and interest in any prescriptive rights which they
3 may possess within the real property described on Exhibit "C".
4 All rights of STODIECKS in connection with the real property
5 described in Exhibit "C" shall be as set forth in this agreement.

6 Subject to the terms and conditions hereof, the rights
7 granted unto LESTER L. STODIECK and ANITA T. STODIECK are hereby
8 vested in joint tenancy with right of survivorship and to their
9 heirs and assigns forever and said rights are subject to the
10 responsibilities set forth herein. Subject to the terms and
11 conditions hereof, the rights granted unto JOHN B. LAXAGUE and
12 ANDRAE J. LAXAGUE are hereby vested in joint tenancy with right
13 of survivorship and to their heirs and assigns forever, subject
14 to the responsibilities set forth herein.

15 At the time of this agreement, LAXAGUES are awaiting
16 delivery of a deed from G. P. Trucking Co., a California corpora-
17 tion, in connection with vesting title in LAXAGUES of record to a
18 portion of the real property described in Exhibit "A". The
19 rights and responsibilities of the parties under this agreement
20 are conditioned upon LAXAGUES receiving and recording said deed
21 by February 1, 1987, which will vest, of record, all of the real
22 property described in Exhibit "A" in LAXAGUES.

23 The parties agree that that certain lawsuit in the
24 Ninth Judicial District Court of the State of Nevada, In and For
25 the County of Douglas, Case Number 17134, entitled LESTER L.
26 STODIECK and ANITA STODIECK, Husband and Wife, Plaintiffs, v.
27 JOHN B. LAXAGUE and ANDRAE J. LAXAGUE, Husband and Wife, Defen-
28 dants, shall be dismissed with prejudice with each side to bear

1 its own attorneys' fees and costs.

2 This agreement shall be binding upon and inure to the
3 benefit of the heirs, successors and assigns of the parties.

4 Lester L. Stodieck
LESTER L. STODIECK

5 Anita T. Stodieck
ANITA T. STODIECK

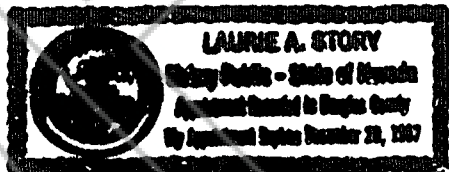
6 John Laxague
7 JOHN LAXAGUE, also known as
8 JOHN B. LAXAGUE

9 Andrae J. Laxague
10 JODY LAXAGUE, also known as
11 ANDRAE J. LAXAGUE

11 STATE OF NEVADA)
12) : SS.
13 COUNTY OF Douglas)

13 On this 17th day of November, 1986, personally appeared
14 before me, a Notary Public, LESTER L. STODIECK and ANITA T.
15 STODIECK, who acknowledged to me that they executed the foregoing
16 instrument.

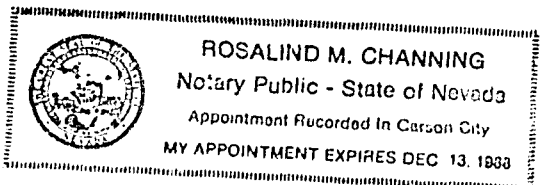
17 Laurie A. Story
NOTARY PUBLIC



19 STATE OF NEVADA)
20) : SS.
21 COUNTY OF DOUGLAS)

21 On this 17th day of November, 1986, personally appeared
22 before me, a Notary Public, JOHN LAXAGUE and JODY LAXAGUE, who
23 acknowledged to me that they executed the foregoing instrument.

24 Rosalind M. Channing
25 NOTARY PUBLIC



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EXHIBIT "A"

Said real property is 30 feet in width; the western boundary of said easement runs along the NW & SW 1/16 Section Line, of Section 34, T. 13N., R. 20E., M.D.B.M., as established by Document Number 142028, filed for record 2nd day of October 1986, Book 1086, page 169 of the Official Records of Douglas County, Nevada, and designated in Detail "B" of said document;

Beginning at the center West 1/16 corner of said Section 34 and thence running S 00° 01' 39" W. 647.50 feet to a point;

Beginning again at the center W. 1/16 corner of said Section 34 and thence running N. 00° 01' 39" E. for a distance of 19.52 feet to a point. ⁴¹

The total length of the easement to be 667.02 feet.

EXHIBIT "A"

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EXHIBIT "B"

NW 1/4 of SW 1/4; SW 1/4 of SW 1/4 of Section 34, T. 13
N., R. 20 E., M.D.B. & M.

EXHIBIT "B"

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A portion of the West 1/2 and the Southwest 1/4 of Section 34, Township 13 North, Range 20 East, NDB&M, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the center West one-sixteenth corner of said Section 34 which bears N 00° 01' 39" E., 2648.30 feet from the West one-sixteenth corner of Section 34 of said Township and Range, and Section 3 of Township 12 North, Range 20 East, NDB&M, being a Douglas County brass cap in a street wall in the centerline of Toler Lane;

thence N. 00° 01' 42" E., along the Northwest one-sixteenth line of said Section 34, 19.52 feet;

thence S. 89° 37' 43" E., 1298.52 feet to North East corner of Parcel 28 as shown on the Laxague and Decker Parcel Map, Document 57977 of the Douglas County Recorder's Office;

thence S. 09° 12' 03" E. 144.48 feet to a point

thence S. 19° 04' 28" E. along the westerly Orchard Road easement line 647.51 feet to a point

thence S. 89° 42' 02" W. 227.36 feet to a point

thence N 00° 33' 25" W. 92.65 feet to a point

thence N. 89° 48' 06" W. 1305.27 feet to a point on the Southwest one-sixteenth line of said Section 34;

thence N. 00° 01' 39" E., along said Southwest one one-sixteenth corner of said Section 34 to a point and The True Point of Beginning.

Containing 21.665 acres, more or less.

REQUESTED BY
Brown, Suddard et. al
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

EXHIBIT "C"

'87 JAN -2 AIO :45

SUZANNE BEAUCREAU
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