

Recording requested by and
when recorded mail to:
Mike Jarrett
P.O. Box 125
Minden, NV 89423

AGREEMENT

THIS AGREEMENT is made by and between the ROBERT L. HELMS AND PAULINE F. HELMS FAMILY TRUST, hereinafter referred to as "HELMS," and CHARLES V. GEBHART and MURAY R. GEBHART, husband and wife, and MICHAEL E. JARRETT and MARY M. JARRETT, husband and wife, hereinafter referred to as "GEBHART/JARRETT."

W I T N E S S E T H:

WHEREAS, GEBHART/JARRETT are owners of real property located in Douglas County, Nevada, and more particularly depicted on the topographical survey map marked Exhibit "A," attached hereto; and

WHEREAS, GEBHART/JARRETT are parties to certain Additional Declarations of Covenants, Conditions and Restrictions to Sierra View Estates, recorded in Book 890, at page 1190 through 1195, as Document No. 231993, Official Records of Douglas County, Nevada, on August 9, 1990; and

WHEREAS, HELMS is the owner of certain easements and water rights as more particularly described in that certain Agreement and Conveyance of Easement and Water Rights dated May 10, 1978, and recorded in Book 578, at page 949, as Document No. 20648, Official Records of Douglas County, Nevada, which agreement was clarified by Agreement recorded in Book 890, at page 1185 through 1189, as

Document No. 231992, Official Records of Douglas County, Nevada, on August 9, 1990; and

WHEREAS, the Additional Declarations affect properties adjacent to Dangberg Reservoir Number 1, which is included in the aforementioned Agreement and Conveyance of Easement and Water Rights, and

WHEREAS, the parties desire by this Agreement to further clarify the Agreement and Conveyance of Easement and Water Rights dated May 10, 1978, referenced above,

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. HELMS does not object and will not in any manner attempt to prevent the issuance of any building permits for construction of residences beyond the set back line depicted on the properties shown in Exhibit "A," attached hereto and incorporated herein by reference, notwithstanding any contrary term or provision in the Agreement and Conveyance of Easements and Water Rights dated May 10, 1978.

2. HELMS further agrees that when the Dangberg Reservoir Number 1 is no longer used for the storage of water, that the setbacks and easements created by the aforementioned Agreement and Conveyance of Easement and Water Rights, as amended by subsequent agreements, including this Agreement, shall be null and void.

3. GEBHART/JARRETT agree to survey and set offset points to monument the set back line depicted in Exhibit "A."

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4. It is agreed and understood that HELMS, its successors-in-interest and assigns are included as persons within the protective provisions of the hold harmless provision provided for in Section 7 in the Additional Declarations.

5. This Agreement is binding upon the parties hereto, their agents, employees, assigns, heirs, representatives and successors-in-interest.

IN WITNESS HEREOF, the undersigned have hereunto each set their hands this 11th day of December, 1990.

ROBERT L. HELMS AND PAULINE
F. HELMS FAMILY TRUST

By: *Robert L. Helms*
ROBERT L. HELMS, Trustee

~~By: *Pauline F. Helms*
PAULINE F. HELMS, Trustee~~

Charles V. Gebhart
CHARLES V. GEBHART

Murray R. Gebhart
MURAY R. GEBHART

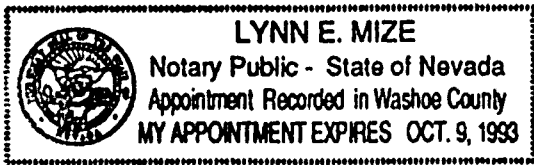
Michael E. Jarrett
MICHAEL E. JARRETT

Mary M. Jarrett
MARY M. JARRETT

242691

STATE OF NEVADA)
)
) : ss.
)
COUNTY OF WASHOE)

On December 11th, 1990, personally appeared before me, a Notary Public, ROBERT L. HELMS, personally known (or proved) to me to be the person whose name is subscribed to the foregoing Agreement, who acknowledged to me that he executed the foregoing document.



Lynn E. Mize

Notary Public

~~STATE OF NEVADA)
)
) : ss.
)
_____)~~

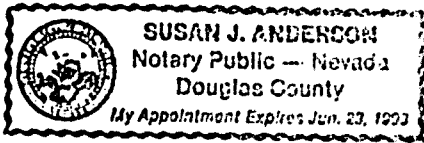
~~On _____, 1990, personally appeared before me, a Notary Public, PAULINE F. HELMS, personally known (or proved) to me to be the person whose name is subscribed to the foregoing Agreement, who acknowledged to me that she executed the foregoing document.~~

~~_____
Notary Public~~

242691

STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

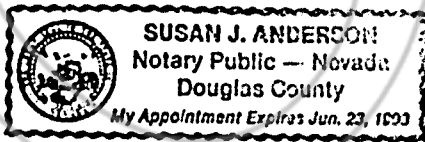
On October 1, 1990, personally appeared before me, a Notary Public, CHARLES V. GEBHART, personally known (or proved) to me to be the person whose name is subscribed to the foregoing Agreement, who acknowledged to me that he executed the foregoing document.



Susan J. Anderson
Notary Public

STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

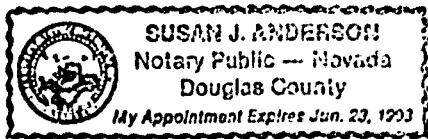
On October 1, 1990, personally appeared before me, a Notary Public, MURAY R. GEBHART, personally known (or proved) to me to be the person whose name is subscribed to the foregoing Agreement, who acknowledged to me that she executed the foregoing document.



Susan J. Anderson
Notary Public

STATE OF NEVADA)
 : SS.
COUNTY OF DOUGLAS)

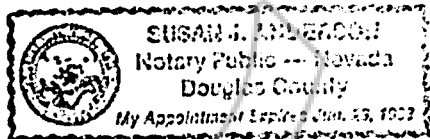
On October 1, 1990, personally appeared before me, a Notary Public, MICHAEL E. JARRETT, personally known (or proved) to me to be the person whose name is subscribed to the foregoing Agreement, who acknowledged to me that he executed the foregoing document.



Susan J. Anderson
Notary Public

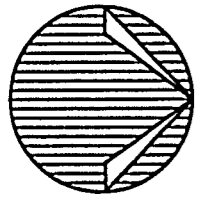
STATE OF NEVADA)
 : SS.
COUNTY OF DOUGLAS)

On October 1, 1990, personally appeared before me, a Notary Public, MARY M. JARRETT, personally known (or proved) to me to be the person whose name is subscribed to the foregoing Agreement, who acknowledged to me that she executed the foregoing document.

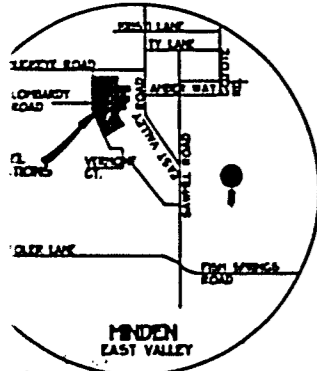
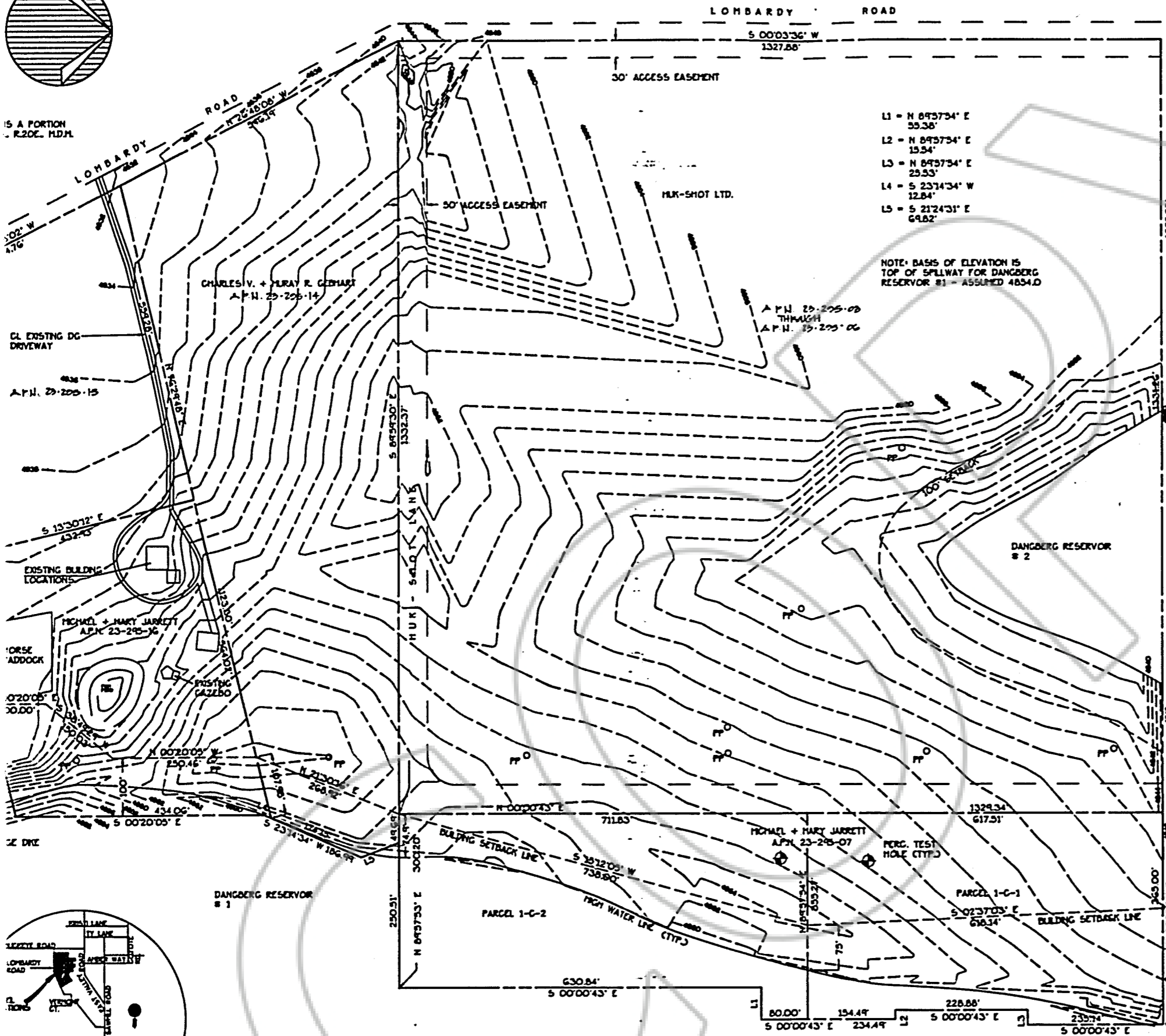


Susan J. Anderson
Notary Public

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IS A PORTION
- R.20C. H.D.M.



- L1 = N 89°37'34" E 35.38'
- L2 = N 89°37'34" E 15.54'
- L3 = N 89°37'34" E 25.53'
- L4 = S 23°14'34" W 12.84'
- L5 = S 21°24'31" E 64.82'

NOTE: BASIS OF ELEVATION IS
TOP OF SPILLWAY FOR DANGBERG
RESERVOIR #1 - ASSUMED 4834.0

A.P.N. 23-295-03
THROUGH
A.P.N. 23-295-06

CHARLES V. + MURAY R. GEBHART
A.P.N. 23-295-14

CL EXISTING DG
DRIVEWAY
A.P.N. 23-295-15

MICHAEL + MARY JARRETT
A.P.N. 23-295-06

CC DYE

DANGBERG RESERVOIR
1

DANGBERG RESERVOIR
2

MICHAEL + MARY JARRETT
A.P.N. 23-295-07

PERG. TEST
HOLE (C.T.P.)

PARCEL 1-C-1

NORTHERN
DYE

- LEGEND**
- PERC. TEST HOLE LOCATION
 - POWER POLE
 - EXISTING CONTOURS (2' CONTOUR INTERVALS)
 - PROP. LINES
 - BUILDING SETBACK LINES

THIS MAP REFLECTS AN AGREEMENT
TO MODIFY BUILDING SETBACK
EASEMENTS FOR DANGBERG
RESERVOIR #1 AND #2 AS
RECORDED IN DOUGLAS COUNTY RECORDS
IN BOOK _____ AT PAGE
DOCUMENT NO. _____

NOTE: THIS IS A TOPOGRAPHICAL SURVEY TO
ACCOMPANY A MODIFICATION OF THE EXISTING
BUILDING SETBACK EASEMENT FOR DANGBERG
RESERVOIR #1 AND #2. HOWEVER, IT DOES NOT
REPRESENT A BOUNDARY SURVEY. BOUNDARY
INFORMATION WAS OBTAINED THROUGH RECORD
DOCUMENTS FROM DOUGLAS COUNTY RECORDER'S
OFFICE.

IN WITNESS WHEREOF, the undersigned have hereunto each set
their hands this 11th day of DECEMBER, 1990.
ROBERT L. HELMS AND FALLINE
F. HELMS, FAMILY TRUST
Robert L. Helms
ROBERT L. HELMS, Trustee

Charles V. Gebhart
CHARLES V. GEBHART
Murray R. Gebhart
MURAY R. GEBHART
Michael E. Jarrett
MICHAEL E. JARRETT
Mary H. Jarrett
MARY H. JARRETT

STATE OF NEVADA)
County of Washoe)
On December 11th, 1990, personally appeared before me, a
Notary Public, ROBERT L. HELMS, personally known (or proved) to me to
be the person whose name is subscribed to the foregoing agreement,
who acknowledged to me that he executed the foregoing document.

LYNN E. MIZE
Notary Public - State of Nevada
Accommet Record - Nevada County
MY APPOINTMENT EXPIRES OCT 8, 1993

Lynn E. Mize
Notary Public

STATE OF NEVADA)
County of Douglas)
On October 11th, 1990, personally appeared before me, a
Notary Public, CHARLES V. GEBHART, personally known (or proved) to me to
be the person whose name is subscribed to the foregoing agreement,
who acknowledged to me that he executed the foregoing document.

SUSAN J. ANDERSON
Notary Public - Nevada
Douglas County
My Appointment Expires Jan. 28, 1992

Susan J. Anderson
Notary Public

STATE OF NEVADA)
County of Douglas)
On October 12th, 1990, personally appeared before me, a
Notary Public, MURAY R. GEBHART, personally known (or proved) to me to
be the person whose name is subscribed to the foregoing agreement,
who acknowledged to me that he executed the foregoing document.

SUSAN J. ANDERSON
Notary Public - Nevada
Douglas County
My Appointment Expires Jan. 28, 1992

Susan J. Anderson
Notary Public

STATE OF NEVADA)
County of Douglas)
On December 20th, 1990, personally appeared before me, a
Notary Public, MICHAEL E. JARRETT, personally known (or proved) to me to
be the person whose name is subscribed to the foregoing agreement,
who acknowledged to me that he executed the foregoing document.

LINDA M. BIAGGI
Notary Public - Nevada
Douglas County
My Appointment Expires Jan. 28, 1992

Linda M. Biaggi
Notary Public

STATE OF NEVADA)
County of Douglas)
On December 20th, 1990, personally appeared before me, a
Notary Public, MARY H. JARRETT, personally known (or proved) to me to
be the person whose name is subscribed to the foregoing agreement,
who acknowledged to me that he executed the foregoing document.

LINDA M. BIAGGI
Notary Public - Nevada
Douglas County
My Appointment Expires Jan. 28, 1992

Linda M. Biaggi
Notary Public

R.O. ANDERSON
ENGINEERING

TOPOGRAPHICAL SURVEY FOR MIKE JARRETT
EXHIBIT "A"

242691
BOOK 191 PAGE 1258

DATE: SEPTEMBER 90
SCALE: 1" = 100'
DRAWN: V.G.
JOB: 17-02-90
SHEET: C1
OF C1 SHEETS

REQUESTED BY
Mike Jarrett
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

'91 JAN 10 P3:34

SUZANNE BEAUREAU
RECORDER

242691

\$ 12⁰⁰ PAID K12 DEPUTY

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