

AGREEMENT

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3 THIS AGREEMENT, is made and entered into this 11 day of
4 July, 1986, by and between WILLIAM H. LAMPE (hereinaf-
5 ter referred to as "LAMPE") and NEVADA ENVIRONMENTAL SERVICES &
6 OPERATIONAL MANAGEMENT, INC., and ROY H. HIBDON, Individually,
7 (hereinafter collectively referred to as "CORPORATION"):

W I T N E S S E T H:

8
9 WHEREAS, CORPORATION is the owner of land to be developed as
10 Sunset Park Subdivision;

11 WHEREAS, LAMPE is the owner of land adjacent to the land
12 being developed as Sunset Park Subdivision and the past owner of
13 the land currently being developed as Sunset Park Subdivision;

14 WHEREAS, LAMPE and CORPORATION have mutual disagreements and
15 disputes respecting improvements to be made to said land being
16 developed;

17 WHEREAS, LAMPE and CORPORATION desire to settle said dis-
18 putes and disagreements to avoid further controversy and the
19 potential for litigation;

20 NOW THEREFORE, for valuable past and present consideration,
21 together with the avoidance of further controversy, including the
22 potential for litigation,

23 IT IS HEREBY AGREED as follows:

24 1. That CORPORATION provide a six foot high chain link
25 fence beginning at the property corner common to the lands of
26 LAMPE, SUNKEL and SUNSET PARK along the LAMPE Homestead Parcel
27 boundary to the barbed wire fence along the North boundary of
28 SUNSET PARK and the LAMPE Homestead Parcel, in Douglas County,

1 Nevada, the fence shall be approximately 600 feet in length and
2 shall include a ten (10) foot gate at the North end of the fence
3 immediately South of the irrigation ditch. This fence shall be
4 constructed prior to completion of the installation and
5 construction of the utilities and roads.

6 2. That CORPORATION shall install an approximate 400 foot
7 irrigation ditch on the LAMPE parcel north of SUNSET PARK
8 SUBDIVISION from the existing irrigation ditch along the North
9 boundary of SUNSET PARK to COTTONWOOD SLOUGH. Construction of
10 the ditch shall include three (3) diversion gates to control
11 irrigation flows. Such ditch shall be constructed
12 contemporaneous with the drainage ditch from SUNSET PARK to
13 COTTONWOOD SLOUGH across the lands of CARLOS IRIBARREN and be in
14 conformity with the direction for location provided by LAMPE.

15 3. That sixty (60) feet of 24" metal culvert in the
16 irrigation ditch adjacent to the winter stock shed on the LAMPE
17 Homestead Parcel be installed by CORPORATION. This culvert shall
18 be installed prior to construction of the chain link fence
19 referred to as item one (1).

20 4. That CORPORATION shall return to LAMPE the wooden gate
21 now located on the fence line between LAMPE PARK and SUNSET PARK
22 SUBDIVISION when the path for park access from SUNSET PARK to
23 LAMPE PARK is opened for use.

24 5. That the easements CORPORATION acknowledges to be shown
25 on the Final Map of SUNSET PARK SUBDIVISION, in fact, do provide
26 adequate area in which to carry out all irrigation ditch
27 maintenance. It is further agreed that where irrigation ditches
28 are not adjacent to planned roads along the North and East

1 boundaries of SUNSET PARK, ten (10) feet of easement measured
2 from the bank of the ditch is adequate for maintenance of the
3 ditch.

4 6. It is further agreed that LAMPE shall have no further
5 objection to the construction of an open channel drainage ditch
6 on lands of CARLOS IRIBARREN within the fifty (50) foot public
7 access easement extending North from Sunset Park Subdivision
8 along the boundary between LAMPE and IRIBARREN. Such ditch
9 shall, however, in no way interfere with LAMPE'S customary travel
10 and use of said roadway easement.

11 7. LAMPE shall pay to NEVADA ENVIRONMENTAL SERVICES &
12 OPERATION MANAGEMENT, INC., the sum of FIFTY DOLLARS (\$50.00) per
13 acre for three (3) cuttings of hay off the parcel of land to be
14 developed as SUNSET PARK SUBDIVISION. In the event that less
15 than three (3) cuttings are taken, a proportionate reduction in
16 the payment shall be made. Payment shall be made within thirty
17 (30) days of the last cutting taken by LAMPE.

18 8. In case either party should be required to bring a suit
19 for violation of any covenant or condition of this Agreement,
20 then the prevailing party shall be entitled to all costs incurred
21 in connection therewith, including a reasonable attorney's fee.

22 9. This Agreement shall be binding upon and inure to the
23 benefit of the heirs, executors, administrators, successors and
24 assigns of the parties hereto.

25 10. This Agreement shall be binding only upon its execution
26 by all parties herein.
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IN WITNESS WHEREOF, the parties have set their hands the day
and year first above written.

NEVADA ENVIRONMENTAL SERVICES
& OPERATIONAL MANAGEMENT, INC.

Roy H. Hibdon
ROY H. HIBDON, President

Roy H. Hibdon
ROY H. HIBDON, Individually

William H. Lampe
WILLIAM H. LAMPE



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REQUESTED BY
Dee Desobri
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

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SUZANNE BEAUDREAU
RECORDER 256900

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\$ 8.00 PAID SP DEPUTY
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