

RECIPROCAL EASEMENT AGREEMENT

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2  
3 THIS AGREEMENT is made this 29 day of June,  
4 1995, by and between BENTLY NEVADA CORPORATION, a Nevada corporation  
5 (hereinafter "BNC"); and CHARLES F. WRIGHT and BARBARA L. WRIGHT  
6 (hereinafter "Wright"); based upon the following facts:

7 A. Both parties are the owners of real property located in  
8 Carson City, Nevada.

9 B. Both parties need to obtain legal access to their  
10 property, from third parties as well as each other.

11 C. Wright has obtained conditional access from the State  
12 of Nevada and the United States Department of the Interior Bureau of  
13 Land Management.

14 D. By this Agreement, Wright desires to assign certain of  
15 these rights to BNC, and to obtain access from BNC as well.

16 E. The BNC property is described in Exhibit A; the Wright  
17 parcel is described in Exhibit B; the non-exclusive easement from  
18 the State of Nevada is attached as Exhibit C; and the United States  
19 right-of-way grant is attached as Exhibit D.

20 Based upon these facts which are incorporated into this  
21 Agreement by reference, the parties agree as follows:

22 1. Wright does hereby grant to BNC a permanent non-  
23 exclusive twenty-five foot (25') easement across their property for  
24 purposes of ingress to and egress from the BNC property. The  
25 current location of the easement shall utilize as its centerline the  
26 existing roadway across the Wright property. The future location of  
27 the right-of-way may be determined solely by the owner of the Wright  
28 property, and may be relocated liberally, so long as access is never

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(702) 782-7171

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1 restricted and the cost or burden of relocation is not visited upon  
2 the BNC property. Either party has the right to improve the easement  
3 as it sees fit, but without obligating the other party to contribute  
4 to such improvements.

5 2. This grant of easement is a covenant running with the  
6 land and inures to and burdens the heirs, successors, and assigns of  
7 the Exhibit A property to the detriment of the Exhibit B property.

8 3. Wright does hereby grant to BNC, its heirs, successors,  
9 and assigns, a non-exclusive assignment of Wright's rights under the  
10 non-exclusive easement granted by the State of Nevada appearing at  
11 Exhibit C and a non-exclusive right to the United States Bureau of  
12 Land Management right-of-way grant attached as Exhibit D.

13 4. These assignments likewise are covenants running with  
14 the land and inure to the benefit of the heirs, successors, and  
15 assigns of BNC.

16 5. Wright agrees to perform and maintain each condition  
17 set forth in Exhibits C and D to the end that the easements remain  
18 in full force and effect for the benefit of the Wright and BNC  
19 parcels.

20 6. Based upon the performance of the above matters by  
21 Wright, and the continuing performance of the rental, maintenance,  
22 and repair obligations contained in Exhibits C and D, BNC does  
23 hereby grant to Wright a permanent non-exclusive easement for  
24 ingress and egress across its property described in Exhibit A. This  
25 grant, so long as the prior conditions remain valid, shall be a  
26 covenant running with the land to the benefit of that property  
27 described in Exhibit B.

28 ///

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1           The access easement is for ingress and egress purposes  
2 only, is twenty-five feet (25') in width, the centerline of which is  
3 currently the centerline of the existing roadway. The location of  
4 this easement may likewise be relocated at the option of BNC at any  
5 time, without cost or expense to Wright. Either party may improve  
6 the easement in any fashion deemed necessary by it, but without  
7 obligating the other party to contribution.

8           7. Each party agrees to hold harmless and indemnify the  
9 other against claims of third persons, or themselves, resulting from  
10 or related to the use of these easements on one another's property.

11           8. If any provision of this Agreement, as applied to any  
12 part or to any circumstances, shall be adjudged by a court to be  
13 invalid or unenforceable, the same shall in no way affect any other  
14 provision of this Agreement, the application of such provision in  
15 any other circumstances, or the validity or enforceability of this  
16 Agreement.

17           9. If any action at law or in equity is necessary to  
18 enforce or interpret the terms of this Agreement, the prevailing  
19 party shall be entitled to reasonable attorney's fees, costs and  
20 necessary disbursements in addition to any other relief to which he  
21 may be entitled.

22           10. This Agreement shall be construed and governed by the  
23 laws of the State of Nevada and jurisdiction shall vest exclusively  
24 in the Ninth Judicial District Court in and for the State of Nevada,  
25 located in Douglas County.

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1 11. This Agreement and all of the terms and conditions  
2 hereof shall bind the parties and their heirs, executors,  
3 administrators, successors, and assigns.

4 12. This Agreement supersedes any and all other  
5 agreements, either oral or in writing, between the parties hereto  
6 and contains all of the covenants and agreements between the parties  
7 with respect to this matter. Each party to this Agreement  
8 acknowledges that no representations, inducements, promises, or  
9 agreements, orally or otherwise, have been made by any party, or  
10 anyone acting on behalf of any party, which are embodied herein, and  
11 that no other agreement, statement or promise not contained in this  
12 Agreement shall be binding. Any modification of this Agreement will  
13 be effective only if it is in writing, signed by the party to be  
14 charged specifically referencing this Agreement.

15 13. Whenever possible, each provision of this Agreement  
16 shall be interpreted in such manner as to be valid and effective  
17 under applicable law, such provision shall be ineffective to the  
18 extent of such prohibition or invalidity without invalidating the  
19 remainder of such provision or the remaining provisions of this  
20 Agreement.

21 14. Any waiver, alteration or modification of any of the  
22 terms of this Agreement shall be valid only if made in writing and  
23 signed by the parties hereto. Each party hereto from time to time

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1 may waive any of his rights hereunder without effecting a waiver  
2 with respect to any subsequent occurrences or transaction hereunder.

3 IN WITNESS WHEREOF, the parties have executed this  
4 Agreement on the date first set forth above.

5 BENTLY NEVADA CORPORATION,  
6 a Nevada corporation

7 By [Signature]  
8 Print name: WILLIAM JAC SHAW  
9 Title: Secretary

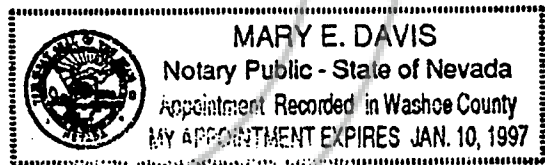
10 [Signature]  
11 CHARLES F. WRIGHT

12 [Signature]  
13 BARBARA L. WRIGHT

14  
15 STATE OF NEVADA )  
16 ) ss.  
17 COUNTY OF DOUGLAS )

18 On 28 July 1995, before me, a notary public,  
19 personally appeared WILLIAM JAC SHAW, who is the  
20 SECRETARY of BENTLY NEVADA CORPORATION, personally  
21 known (or proved) to me to be the person whose name is subscribed to  
22 the above instrument who acknowledged that he executed the  
23 instrument.

24 [Signature]  
25 Notary Public



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STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

On 29 June, 1995, before me, a notary public,  
personally appeared CHARLES F. WRIGHT, personally known (or proved)  
to me to be the person whose name is subscribed to the above  
instrument who acknowledged that he executed the instrument.

*Virginia D. Nenzel*  
Notary Public



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Post Office Box 2860  
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STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

On 29 June, 1995, before me, a notary public,  
personally appeared BARBARA L. WRIGHT, personally known (or proved)  
to me to be the person whose name is subscribed to the above  
instrument who acknowledged that she executed the instrument.

*Virginia D. Nenzel*  
Notary Public

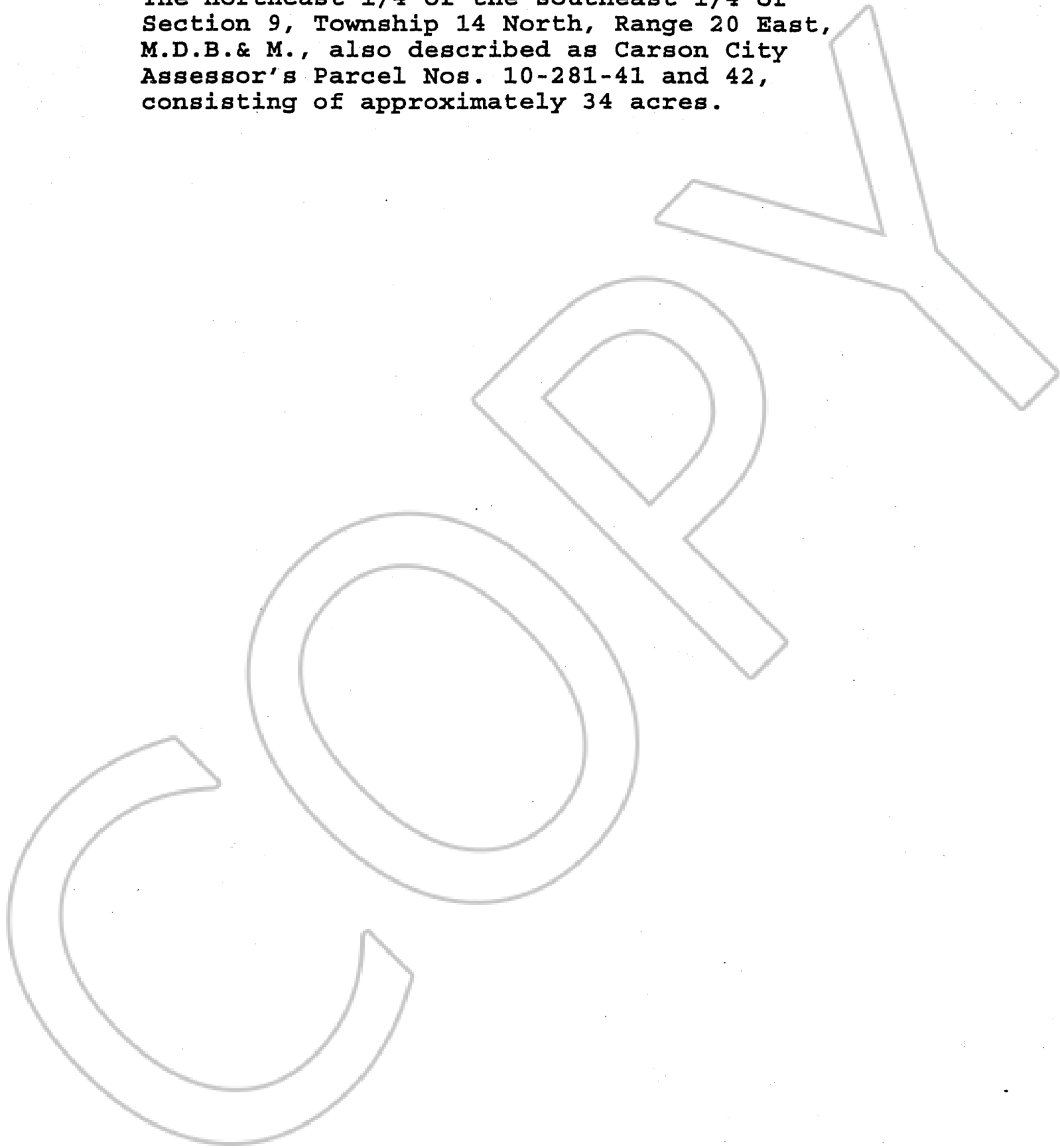


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**Exhibit A**  
**to BNC-Wright Reciprocal Easement Agreement**  
**Bently Nevada Corporation Property**

**That certain real property located in Carson City, State of Nevada, more particularly described as:**

**The northeast 1/4 of the southeast 1/4 of Section 9, Township 14 North, Range 20 East, M.D.B. & M., also described as Carson City Assessor's Parcel Nos. 10-281-41 and 42, consisting of approximately 34 acres.**



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Exhibit B  
to BNC-Wright Reciprocal Easement Agreement  
Charles F. Wright and Barbara L. Wright Property

That certain real property located in Carson City, State of Nevada, more particularly described as:

The northeast 1/4 of the northwest 1/4 of Section 10, Township 14 North, Range 20 East, M.D.B. & M., also described as Carson City Assessor's Parcel No. 10-281-40, consisting of approximately 33 acres.

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NON-EXCLUSIVE EASEMENT

1 THIS NON-EXCLUSIVE EASEMENT, made and entered into this 8<sup>th</sup> day of  
2 March, 1994, between the STATE OF NEVADA, by and through the Division  
3 of State Lands, for and on behalf of the Nevada Department of Prisons, hereinafter referred to  
4 as GRANTOR, and CHARLES F. WRIGHT and BARBARA L. WRIGHT, hereinafter referred  
5 to as GRANTEE.

6 WITNESSETH:

7  
8 WHEREAS, on the 4th day of March, 1910, the State of Nevada purchased a parcel of  
9 land situate in the State of Nevada; and

10 WHEREAS, said parcel was purchased subject to existing easements and rights-of-way;  
11 and

12 WHEREAS, said parcel contains a portion of an old roadway; and

13 WHEREAS, it has been determined that the public has a prescriptive right to use the old  
14 roadway.  
15

16 NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00), receipt of  
17 which is hereby acknowledged and other good and valuable consideration contained herein,  
18 GRANTOR does hereby grant to GRANTEE a Non-exclusive Easement for the purpose of  
19 ingress and egress over, across and upon the following described property:  
20

21 CHARLES F. WRIGHT AND BARBARA L. WRIGHT  
22 NON-EXCLUSIVE EASEMENT  
23 NORTHERN NEVADA CORRECTION CENTER PROPERTY

24 **PARCEL #1:**

25 A strip of land being a twenty-five (25) foot wide access easement lying twelve and one-  
26 half (12 1/2) feet on each side of the following described easement centerline located  
27 within the SW1/4 NW1/4 of Section 10, Township 14 North, Range 20 East, M.D.M.,  
28 Carson City, Nevada more particularly described as follows:

29 COMMENCING at the North Quarter Corner of said Section 10; thence South 29° 39'  
30 19" West, a distance of 3,040.88 feet to a point on the east-west quarter line of said  
Section 10, said point also being the TRUE POINT OF BEGINNING; thence North 46°  
03' 32" East, a distance of 99.90 feet; thence North 26° 20' 12" East, a distance of  
162.68 feet; thence North 29° 32' 12" East, a distance of 80.57 feet to a point on the  
west 1/16th line of said Section 10.

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EXHIBIT C

to BNC-Wright Reciprocal Easement Agreement

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1 The sidelines of said easement to be extended or shortened to meet the end lines of said  
2 easement.

3 Containing 8,579 square feet (0.20 acre) more or less.

4 A portion of APN 010-281-39

5 **PARCEL #2**

6 A twenty-five (25) foot wide access easement lying twelve and one-half (12 1/2) feet on  
7 each side of the following described easement centerline located within the SW1/4 SE1/4  
8 of Section 9, Township 14 North, Range 20 East, M.D.M., Carson City, Nevada, being  
more particularly described as follows:

9 Commencing at the North Quarter Corner of Section 10, Township 14 North, Range 20  
10 East, M.D.M., Carson City, Nevada; thence South 41° 44' 09" West, a distance of  
11 7,098.47 feet to a point on the section line common to said Section 9 and Section 16,  
12 Township 14 North, Range 20 East, M.D.M., said point also being the TRUE POINT  
13 OF BEGINNING; thence North 16° 10' 13" East, a distance of 185.28 feet, thence on  
14 a curve to the right with radius of 650.00 feet, central angle of 49° 33' 56" and arc  
length of 562.30 feet (chord bears North 40° 57' 10" East, a distance of 544.93 feet);  
thence North 65° 44' 08" East, a distance of 357.25 feet; thence North 53° 14' 47" East,  
a distance of 40.14 feet to a point on the east 1/16th line of said Section 9.

15 The sidelines of said easement to be extended or shortened to meet the endlines of said  
16 easement.

17 Containing 28,624 square feet (0.66 acres) more or less.

18 A portion of APN 010-281-44

19 In further consideration for the grant of this Easement and Right-Of-Way GRANTEE  
20 agrees to the following:  
21

- 22 1. GRANTEE agrees that the Right-Of-Way Easement is a non-exclusive easement for  
23 ingress and egress over a portion of Carson City APN 010-281-39 and 010-281-44.
- 24 2. The purpose of this grant is to provide GRANTEE access for all lawful purposes  
25 connected with the use and enjoyment of the adjacent premises of the GRANTEE,  
26 Carson City Assessor's Parcel Number 010-281-40, as a single family private dwelling,  
27 but for no other purposes.
- 28 3. GRANTEE, its successors and assigns, agrees to indemnify and hold harmless the State  
29 of Nevada and its agents from and against any and all liability for personal injuries,  
30

1 property damage, or for loss of life or property resulting from, or in any way connected  
2 with the condition or use of the premises covered herein, including any hazard,  
3 deficiency, defect or other matter, known or unknown, or connected with the use of the  
4 roadway and related activities.

5 4. GRANTEE agrees to pay for and be responsible for all damages to the real property,  
6 improvements and personal property of the State of Nevada caused by GRANTEE or his  
7 guests using the access easement.  
8

9 5. GRANTEE agrees that the State of Nevada is not obligated to maintain the access  
10 easement.

11 6. GRANTEE agrees not to interfere with any operations of the Northern Nevada  
12 Correctional Center.  
13

14 The Easement granted by GRANTOR and as described more particularly herein shall  
15 continue so long as the same may be necessary and required for the purposes for which it was  
16 granted, and if at any time the GRANTEE should discontinue said use for a period of ONE (1)  
17 year the easement shall thereupon terminate, and all right, title and interest therein shall revert  
18 to GRANTOR, its successors and assigns.

19 All covenants and agreements herein contained shall extend to and be obligatory upon  
20 the successors and assigns as the case may be of the respective parties.  
21

22 GRANTOR reserves to itself the right to relocate this right-of-way should it be necessary  
23 and in the public interest, such relocation to be at GRANTOR's expense and not to interrupt  
24 GRANTEE's access to GRANTEE's property.  
25  
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1 IN WITNESS WHEREOF, the parties hereto have subscribed this Easement on the day  
2 and year first above written.

3 GRANTOR:

GRANTEE

4 STATE OF NEVADA  
5 Division of State Lands

CHARLES F. WRIGHT AND  
BARBARA L. WRIGHT

6  
7 By: *P. B. Wilcox*  
8 PAMELA B. WILCOX  
9 Administrator and Ex-Officio  
10 State Land Registrar

By: *Charles F. Wright*  
CHARLES F. WRIGHT

By: *Barbara L. Wright*  
BARBARA L. WRIGHT

12 STATE OF NEVADA )  
13 CITY OF CARSON CITY )  
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STATE OF NEVADA )  
CITY OF CARSON CITY )  
SS.  
SS

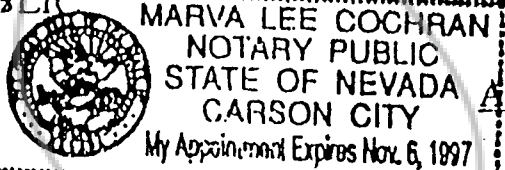
On March 8, 1994, personally appeared before me, a Notary Public, PAMELA B. WILCOX, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that she executed the above instrument.

On this 2nd day of May, 1994, personally appeared before me, a Notary Public, Charles F. Wright and Barbara L. Wright, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that they executed it.

*Marva Lee Cochran*  
NOTARY PUBLIC

*Katherine L. McLaughlin*  
Katherine L. McLaughlin, Notary Public

APPROVED:



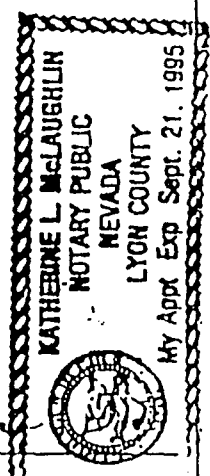
APPROVED as to Form:

DEPARTMENT OF PRISONS

FRANKIE SUE DEL PAPA  
Attorney General

By: *Ron Angelone*  
RON ANGELONE  
Director

By: *George H. Taylor*  
GEORGE TAYLOR  
Deputy Attorney General



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AT THE REQUEST OF  
*Charles Wright*  
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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
RIGHT-OF-WAY GRANT

SERIAL NUMBER N-57891

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

Charles F. & Barbara L. Wright  
3575A Vicky Lane  
Minden, NV 89423

receives a right to construct, operate, maintain, and terminate a right-of-way for underground utility lines and an access road across public lands described as follows:

Mt. Diablo Meridian

T. 14 N., R. 20 E.

sec. 9, SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

sec. 10, W $\frac{1}{2}$ ;

sec. 16, W $\frac{1}{2}$ W $\frac{1}{2}$ ;

sec. 21, W $\frac{1}{2}$ W $\frac{1}{2}$ .

b. The right-of-way area granted herein is 25 feet wide, 13,123.11 feet long, containing 7.532 acres, more or less.

c. This instrument shall terminate on November 2, 2024, thirty years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assignees, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

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EXHIBIT D

to BNC-Wright Reciprocal Easement Agreement

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3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Six months prior to termination of the grant, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable termination and rehabilitation plan. This plan shall include but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.
- c. This grant may be reviewed at any time deemed necessary by the authorized officer.
- d. This grant shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years.
- e. The map set forth in Exhibit A, attached hereto, is incorporated into and made a part of this grant instrument as fully and effectively as if it was set forth herein in its entirety.
- f. Failure of the holder to comply with applicable law or any provision of this grant shall constitute grounds for suspension or termination thereof.
- g. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- h. This grant is subject to all valid existing rights existing on the effective date of the grant.
- i. The holder shall conduct all activities associated with the construction operation, and termination of the right-of-way within the authorized limits of the right-of-way.

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- j. In case of change of address, the holder shall immediately notify the authorized officer.
- k. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, during the course of construction and/or maintenance on public or other federal land, shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery. An evaluation of the discovery will be made by the authorized officer, in consultation with the State Historic Preservation Officer, pursuant to the direction and criteria of Section 106 of the National Historic Preservation Act. This evaluation will determine whether the discovery is eligible for the National Register of Historic Places and what mitigation measures are necessary to protect it. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder. Operations may resume only upon written authorization to proceed from the authorized officer.
- l. The Holder must acquire legal access across private land in NE1SE1 Sec. 9, T. 14 N., R. 20 E., MDM, and provide documentation to the Authorized Officer within one year of the grant. Failure to do so will result in termination of the grant, unless the Holder shows that the access can be acquired in a reasonable period of time.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant:

*Charles F. Wright*  
*Barbara L. Wright*

(Signature of Holder)  
 CHARLES F. WRIGHT  
 BARBARA L. WRIGHT

(Title)

NOV 02 1994

(Date)

*Steph...*

(Signature of Authorized Officer)

**ACTING**

Area Manager, Walker Resource Area

(Title)

NOV 03 1994

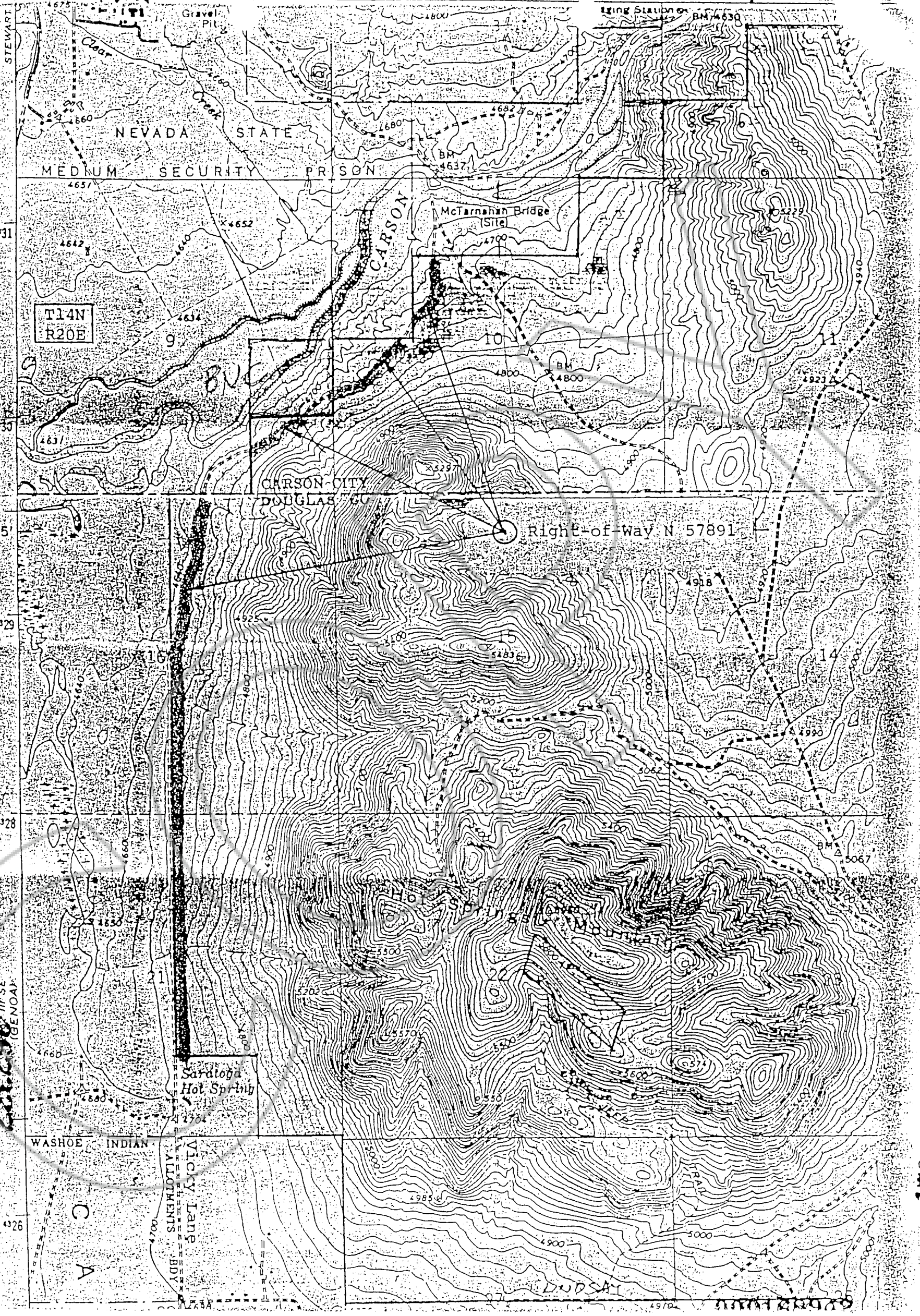
(Effective Date of Grant)



EXHIBIT A

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(GENOAV)





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*Brooke & Shaw*  
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AT THE REQUEST OF  
*Beech* *D.H.*

SO. 107.50 178176

COPY

CERTIFIED COPY

THE FOREGOING DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE RECORDS IN THE OFFICE OF THE CARSON CITY RECORDER, CARSON CITY, NEVADA.

REQUESTED BY  
*Brooke & Shaw*

IN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA I FITNESS MY HAND AND SEAL THIS

'95 AUG -1 P12:24

31 DAY OF *July* **SEAL** 19 *95*  
ALAN GLOVER, CARSON CITY CLERK / RECORDER

LINDA SLATER  
RECORDER

BY: *Dolly Hanner*

\$24<sup>00</sup> PAID 68 DEPUTY

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