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RECIPROCAL ACCESS EASEMENT AGREEMENT

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COMES NOW JAMES MICHAEL HICKEY, Trustee of the James Michael Hickey Family Trust u.t.d. July 7, 1995 ("HICKEY") and JOSE and ALMA REGALADO ("REGALADO"), and hereby agree this 25 day of ~~July~~^{SEPT.}, 1998, upon the recitals, terms and provisions hereinafter contained, to exchange between HICKEY and REGALADO reciprocal access on the easement identified within this agreement.

WITNESSETH

WHEREAS, HICKEY owns that property commonly known as Douglas County Assessor's Parcel Number 25-050-74, and desires to grant to REGALADO access to REGALADO's parcel as hereinafter set forth; and

WHEREAS, REGALADO owns that parcel commonly known as Douglas County Assessor's Parcel Number 25-050-04, and desires to grant to HICKEY access to HICKEY's parcel as hereinafter set forth; and

WHEREAS, HICKEY and REGALADO have determined that sufficient access to the parcels of both parties may be obtained by providing for a twelve foot access easement along each of the common property boundaries of the properties of HICKEY and REGALADO, each 12 feet in width, and each containing 2,790 square feet, more or less; and

WHEREAS, the parties desire to create a common reciprocal access driveway between the parcels of HICKEY and REGALADO, which are adjoining lots owned by HICKEY and REGALADO, for the benefit of both HICKEY and REGALADO.

MICHAEL SMILEY ROWE
Attorney at Law
P. O. Box 2080 • Minden, NV 89423
(702) 782-8141

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1 NOW THEREFORE, for and in consideration of the above
2 stated recitals, each and every of which is incorporated
3 within the terms and provisions of this agreement as if set
4 forth in full, and pursuant to the following terms and
5 provisions, HICKEY and REGALADO agree as follows:

6 1. HICKEY grants to REGALADO a 12 foot reciprocal
7 access easement, 232.53 feet in length, 2,790.36 square feet
8 in total area, along the common boundary of HICKEY's property
9 as it is adjoining and contiguous to REGALADO's property.
10 Said reciprocal access easement on HICKEY's property is
11 further described in Exhibit "A" attached hereto, and
12 incorporated herein as if set forth in full.

13 2. REGALADO grants to HICKEY a 12 foot reciprocal
14 easement, 232.53 feet in length, and 2,790.36 square feet in
15 total area, along the common boundary of REGALADO's property
16 as it is adjoining and contiguous to HICKEY's property. Said
17 reciprocal access easement on REGALADO's property is further
18 described in Exhibit "B" attached hereto, and incorporated
19 herein as if set forth in full.

20 3. Except as provided in this agreement, the reciprocal
21 access easement for a common driveway in favor of A.P.N. 25-
22 050-74, owned by HICKEY, is created over the strip of land 12
23 feet in width along the southerly boundary of A.P.N. 25-050-
24 04, and an easement for a common driveway is created in favor
25 of lot 25-050-04, owned by REGALADO, over the strip of land
26 12 feet in width along the northerly boundary of lot 25-050-74

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1 for the purpose of creating a common driveway 232.53 feet in
2 length, 5,580.72 square feet in total area, for the benefit of
3 both of the above described lots.

4 4. The easement created by this agreement is superior
5 and paramount to the rights of either of the parties to this
6 agreement in the respective servient estate so created, and
7 the parties further agree that it is a covenant that shall run
8 with the land.

9 5. The parties agree that HICKEY will construct and pay
10 for the costs of improvement and maintenance of the easement
11 as a common driveway from State Route 88 east to the end of
12 the easement. One half the total costs, or, restated, the
13 costs of the asphalt concrete driveway section built on the
14 property owned by REGALADO shall be repaid by REGALADO to
15 HICKEY at some future date when the property of REGALADO is
16 either sold, or REGALADO develops his property pursuant to
17 applicable Douglas County Ordinances and Regulations,
18 including the Douglas County Design Review process. By the
19 recordation of this agreement, or a memorandum or short form
20 hereof, HICKEY will be entitled to claim a lien to be repaid
21 at either the sale of REGALADO's property, or the development
22 of REGALADO's property as set forth within this agreement.

23 6. HICKEY and REGALADO agree that the amount to be
24 repaid to HICKEY is to be calculated based on a 12 foot wide
25 strip of asphalt concrete paving, including base work and
26 other improvements required for the construction of the
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1 driveway, multiplied by the length of the driveway, or 232.53
2 feet. Multiplication of the width and length of the common
3 driveway constructed on REGALADO's property equals 2,790.36
4 square feet.

5 HICKEY has received and accepted a bid to construct the
6 common driveway, which bid specifies the cost per square foot
7 of construction of the common driveway at \$1.375 per square
8 foot. Total cost of construction of the driveway will be
9 \$7,673.49; one-half of this amount equating to \$3,836.75.

10 The amount to be repaid to HICKEY by REGALADO equates to
11 one-half the cost of the construction, or \$3,836.75. This
12 amount shall be repaid to HICKEY by REGALADO pursuant to the
13 terms of this Agreement, unless HICKEY and REGALADO agree on
14 any increase in the costs to construct the common driveway
15 pursuant to a mutually approved change order.

16 In no event shall REGALADO's obligation to HICKEY exceed
17 \$4,000.

18 An invoice or receipt from the contractor actually
19 constructing the common driveway shall suffice to determine
20 the amount of reimbursement owed by REGALADO to HICKEY, and
21 HICKEY shall supply a copy of the invoice/receipt to REGALADO.

22 7. HICKEY AND REGALADO agree that HICKEY will be repaid
23 only for the costs of construction, without interest; either
24 at the time that REGALADO sells his property, or at the time
25 REGALADO develops his property. Should REGALADO apply to
26 develop his property, REGALADO shall pay HICKEY the amount of

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1 REGALADO's share of the common driveway construction costs
2 within a reasonable time (not longer than 60 days after
3 REGALADO's receipt of all state, county, and/or other agency
4 approvals of REGALADO's proposed development.)

5 8. HICKEY and REGALADO agree that REGALADO's use of the
6 common access driveway shall be for REGALADO's ingress and
7 egress to his property (A.P.N. 25-050-04).

8 9. HICKEY and REGALADO agree that HICKEY will maintain
9 the joint access driveway improvements until such time as
10 REGALADO either develops his property pursuant to Douglas
11 County Ordinance and Regulations, including the Douglas County
12 Design Review process, or until REGALADO sells his property.
13 Upon development or sale of the REGALADO property, the parties
14 shall provide, at that time, for joint maintainance of the
15 common access driveway, and each shall pay one-half of all
16 costs of such future maintenance.

17 10. This reciprocal access easement agreement shall run
18 with the lands of HICKEY and REGALADO and shall be binding on
19 and shall enure to the benefit of the parties to this
20 agreement, their respective heirs, successors, or assigns.

21 11. Any notice provided for or concerning this agreement
22 shall be in writing and deemed sufficiently given when sent by
23 certified or registered mail if sent to the respective address
24 of each party as set forth.

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1 James Michael Hickey
Family Trust u.t.d. July 7, 1995
2 JAMES MICHAEL HICKEY, Trustee
1700 County Road, #A
3 Minden, Nevada 89423

JOSE and ALMA REGALADO
Post Office Box 293
Minden, Nevada 89423

4 12. The parties agree that this agreement shall be
5 governed, construed and enforced in accordance with the laws
6 of the State of Nevada.

7 13. This agreement constitutes the entire agreement
8 between the parties and any prior understanding or
9 representation of any kind preceding the date of this
10 agreement shall not be binding on either party except to the
11 extent incorporated in this agreement.

12 Any modification of this agreement or additional
13 obligation assumed by either party in connection with this
14 agreement shall be binding only if evidenced in writing signed
15 by each party or an authorized representative of each party.

16 IN WITNESS WHEREOF, each of the parties to this agreement
17 has caused it to be executed at Minden, Nevada on the date
18 indicated below.

19 Dated this 25 day of ^{SEPT.} ~~July~~, 1998.

20 James Michael Hickey Family
Trust, u.t.d. July 7, 1995
21 By [Signature]
22 JAMES MICHAEL HICKEY, Trustee

23 Dated this 6 day of July, 1998.

24 [Signature]
JOSE REGALADO
25 [Signature]
ALMA REGALADO

9-25-98

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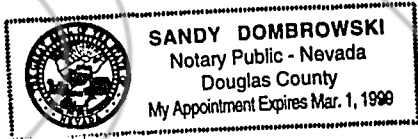
A C K N O W L E D G E M E N T

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On 25 day of ~~July~~^{September}, 1998, before me, the undersigned, a Notarial Officer in and for said County and State, personally appeared JAMES MICHAEL HICKEY known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

This instrument was acknowledged before me on ~~July~~^{September} 25, 1998, by JAMES MICHAEL HICKEY.

Sandy Dombrowski
NOTARY PUBLIC



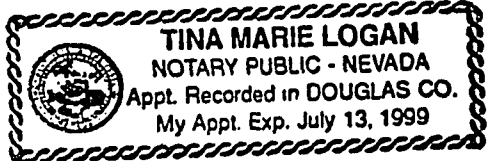
A C K N O W L E D G E M E N T

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On 6th day of July, 1998, before me, the undersigned, a Notarial Officer in and for said County and State, personally appeared JOSE REGALADO known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

This instrument was acknowledged before me on July 6th, 1998, by JOSE REGALADO.

Tina Marie Logan
NOTARY PUBLIC



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MICHAEL SMILEY ROWE
Attorney at Law
P. O. Box 2080 • Minden, NV 89423
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A C K N O W L E D G E M E N T

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On ~~25th~~ day of ^{Sept} July, 1998, before me, the undersigned, a Notarial Officer in and for said County and State, personally appeared ALMA REGALADO known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

This instrument was acknowledged before me on ~~July 25~~, 1998, by ALMA REGALADO.

Michael Smiley Rowe
NOTARY PUBLIC



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0450462

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Reciprocal Access
for
APN 1320-30-802-002
Legal Description

July 7, 1998

A 12 foot reciprocal access easement being located on a portion of the Southwest one-quarter of the Southeast one-quarter of Section 30, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, being further described as follows:

BEGINNING at the Northwest corner of Parcel 4, as shown on the Final Parcel Map for Eagle Valley Construction Company, Document Number 374040 of the Douglas County Recorder's Office, recorded November 2, 1995,

thence North 00° 53' 30" East, 13.32 feet

thence South 63° 25' 00" East, 232.53 feet;

thence South 00° 53' 30" West, 13.32 feet;

thence North 63° 25' 00" West, 232.53 feet to the POINT OF BEGINNING;

Containing 2,790 square feet more or less, along with and subject to all easements, whether of record or not.

Basis of Bearing for this description is referenced to the Final Parcel Map for Eagle Valley Construction Company, Document Number 374040 of the Douglas County Recorder's Office recorded November 2, 1995.

EXHIBIT "A"

Reciprocal Access
for
APN 1320-30-802-001
Legal Description

July 7, 1998

A 12 foot reciprocal access easement being located on a portion of the Southwest one-quarter of the Southeast one-quarter of Section 30, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, being further described as follows:

BEGINNING at the Northwest corner of Parcel 4, as shown on the Final Parcel Map for Eagle Valley Construction Company, Document Number 374040 of the Douglas County Recorder's Office, recorded November 2, 1995,

thence South 63° 25' 00" East, 232.53 feet;

thence South 00° 53' 30" West, 13.32 feet;

thence North 63° 25' 00" West, 232.53 feet;

thence North 00° 53' 30" East, 13.32 feet to the POINT OF BEGINNING;

Containing 2,790 square feet more or less, along with and subject to all easements, whether of record or not.

Basis of Bearing for this description is referenced to the Final Parcel Map for Eagle Valley Construction Company, Document Number 374040 of the Douglas County Recorder's Office recorded November 2, 1995.

REQUESTED BY
Michael Smiley Rowe
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

EXHIBIT "B"

'98 SEP 28 P3:29

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LINDA SLATER
RECORDER
s/6 PAID *K2* DEPUTY