

Recording requested by and  
after recorded return to:

Brooke & Shaw, LLP  
1590 Fourth Street  
Minden, Nevada 89423

**THIS INSTRUMENT IS BEING RECORDED AS AN  
ACCOMMODATION ONLY. NO LIABILITY, EXPRESS  
OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY  
OR SUFFICIENCY NOR AS TO ITS EFFECT, IF ANY,  
UPON TITLE TO ANY REAL PROPERTY DESCRIBED  
THEREIN.**

**FIRST AMERICAN TITLE CO.**

## AGREEMENT

This Agreement made, effective as of 2 December 1999, by and between The Plimpton Family Trust, Raymond G. Plimpton, and Robert and Stephanie Plimpton, and the Quigley Investment Company care of Joyce Quigley.

The parties recite and declare as follows:

- A. The parties have an interest in adjoining real estate situated in the City of Minden, County of Douglas, State of Nevada and described, respectively as follows (see Exhibit A and B).
- B. The parties desire to grant cross-easements between the above-described adjoining lots owned by them and for the benefit of each of them.

In consideration of the above recitals and the terms and covenants of this Agreement, the parties agree as follows:

- 1. An easement for ingress and egress on the existing entrance from Ironwood Drive currently located on parcel number 1320-30-211-094 is granted to parcel number 1320-30-211-096. This easement shall be granted for the purpose of ingress and egress only.
- 2. An easement for the use of that portion of parcel 1320-30-211-096 where there is currently a sign located in the northeast corner of that parcel shall be granted to the owners of parcel 1320-30-211-094. This easement shall be used solely for the purpose of displaying and maintaining a sign for the business located on parcel 1320-30-211-094. The use shall be consistent with the current sign used which is described herein as Exhibit C. Use of this easement requires that parcel 1320-30-211-094 pay its proportionate share of electricity to the sign.
- 3. The parties further agree that these cross-easements shall run with the land and shall be binding and enure to the benefits of the parties to this Agreement, their respective heirs, successors, and assigns.
- 4. Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by mail to the record addresses in the Douglas County Assessor's Office for each parcel number.

5. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada.
6. This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.
7. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party and recorded with the Douglas County Recorder's Office.

IN WITNESS WHEREOF, each party to this Agreement have caused it to be executed on the date indicated below.

*Allen R. Plimpton* Trustee Date: 12/23/99  
Allen R. Plimpton, Trustee  
The Plimpton Family Trust

*Sheila A. Plimpton* Trustee Date: 12/23/99  
Sheila Plimpton, Trustee  
The Plimpton Family Trust

\_\_\_\_\_  
Raymond G. Plimpton Date: \_\_\_\_\_

\_\_\_\_\_  
Robert Plimpton Date: \_\_\_\_\_

\_\_\_\_\_  
Stephanie Plimpton Date: \_\_\_\_\_

*Joyce Quigley* Date: 12/20/99  
Joyce Quigley, General Partner  
Quigley Investment Company

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\_\_\_\_\_  
Allen R. Plimpton, Trustee  
The Plimpton Family Trust

Date: \_\_\_\_\_

\_\_\_\_\_  
Sheila Plimpton, Trustee  
The Plimpton Family Trust

Date: \_\_\_\_\_

\_\_\_\_\_  
Raymond G. Plimpton

Date: \_\_\_\_\_

\_\_\_\_\_  
Robert Plimpton

Date: \_\_\_\_\_

\_\_\_\_\_  
Stephanie Plimpton

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Joyce Quigley, General Partner  
Quigley Investment Company

Date: 12/20/99

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\_\_\_\_\_  
Allen R. Plimpton, Trustee  
The Plimpton Family Trust


Date: \_\_\_\_\_

\_\_\_\_\_  
Sheila Plimpton, Trustee  
The Plimpton Family Trust

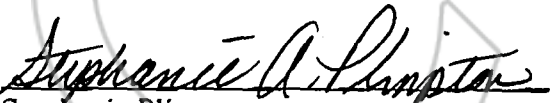
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Raymond G. Plimpton

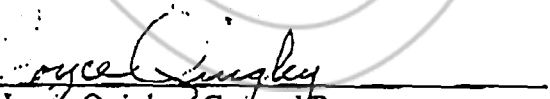
Date: 12-21-99

  
\_\_\_\_\_  
Robert Plimpton

Date: 12/21/99

  
\_\_\_\_\_  
Stephanie Plimpton

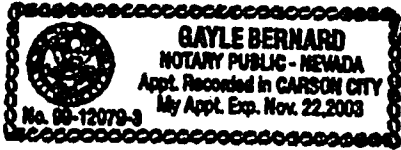
Date: 12/21/99.

  
\_\_\_\_\_  
Joyée Quigley, General Partner  
Quigley Investment Company

Date: 12/20/99

STATE OF NEVADA )  
Carson City ) ss.  
COUNTY OF DOUGLAS )

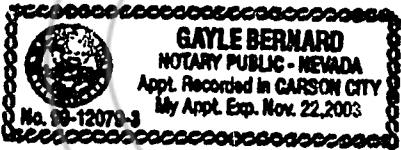
On Dec. 23, 1999, before me, a notary public, personally appeared Allen R. Plimpton, as Trustee of The Plimpton Family Trust, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.



Gayle Bernard  
Notary Public

STATE OF NEVADA )  
Carson City ) ss.  
COUNTY OF DOUGLAS )

On Dec. 23, 1999, before me, a notary public, personally appeared Sheila Plimpton, as Trustee of The Plimpton Family Trust, 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.



Gayle Bernard  
Notary Public

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

On December 21, 1999, before me, a notary public, personally appeared Raymond G. Plimpton, an unmarried man, 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.



Karen Pawloski  
Notary Public

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

On December 21, 1999, before me, a notary public, personally appeared Robert Plimpton and Stephanie Plimpton, husband and wife, 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.

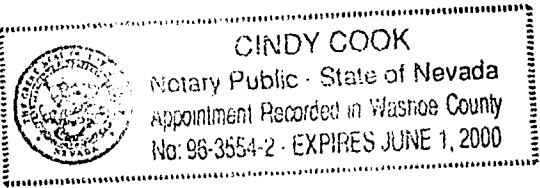


Karen Pawloski  
Notary Public

STATE OF NEVADA )  
 ) ss.  
COUNTY OF Washoe )

On December 20, 1999, before me, a notary public, personally appeared Joyce Quigley, 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.

*Cindy Cook*  
Notary Public



COOPY

## EXHIBIT "B"

A parcel of land located within a portion of Section 30, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

Commencing at the Southwest corner of Parcel No. 4 as shown on the Parcel Map for Minden Ironwood Partners and recorded in Book 990 at Page 341 as Document No. 233981, Douglas County, Nevada, Recorder's Office; thence North  $00^{\circ} 18' 00''$  East, 1,202.12 feet; thence along the arc of a curve to the right having a delta angle of  $90^{\circ} 00' 00''$ , radius of 20.00 feet and an arc length of 31.42 feet; thence South  $89^{\circ} 42' 00''$  East, 281.41 feet to THE POINT OF BEGINNING; thence continuing South  $89^{\circ} 42' 00''$  East, 218.51 feet; thence along the arc of a curve to the right having a delta angle of  $90^{\circ} 00' 00''$ , radius of 60.00 feet and an arc length of 94.25 feet; thence South  $00^{\circ} 18' 00''$  West, 128.92 feet; thence North  $89^{\circ} 42' 00''$  West, 320.94 feet; thence North  $12^{\circ} 57' 23''$  East, 193.62 feet to THE POINT OF BEGINNING.

Reference is made to Adjusted Parcel 1 as shown on Record of Survey for Minden Ironwood Partners, filed for record in the office of the County Recorder of Douglas County, State of Nevada on September 10, 1990 in Book 990, Page 969, as Document No. 234225.

A.P.N. 1320-30-211-096

0483278

BK 1299PG 4602



## EXHIBIT "A"

A parcel of land located within a portion of Section 30, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

Commencing at the Southwest corner of Parcel No. 4 as shown on the Parcel Map for Minden Ironwood Partners and recorded in Book 990 at Page 341 as Document No. 233981, Douglas County, Nevada, Recorder's Office; thence North  $00^{\circ} 18' 00''$  East, 922.12 feet to THE POINT OF BEGINNING; thence continuing North  $00^{\circ} 18' 00''$  East, 280.00 feet; thence along the arc of a curve to the right having a delta angle of  $90^{\circ} 00' 00''$ , radius of 20.00 feet and an arc length of 31.42 feet; thence South  $89^{\circ} 42' 00''$  East, 281.41 feet; thence South  $12^{\circ} 57' 23''$  West, 234.62 feet; thence South  $00^{\circ} 18' 00''$  West, 35.09 feet; thence North  $89^{\circ} 52' 42''$  West, 144.46 feet; thence South  $45^{\circ} 18' 00''$  West, 50.26 feet; thence North  $89^{\circ} 42' 00''$  West, 70.00 feet to THE POINT OF BEGINNING.

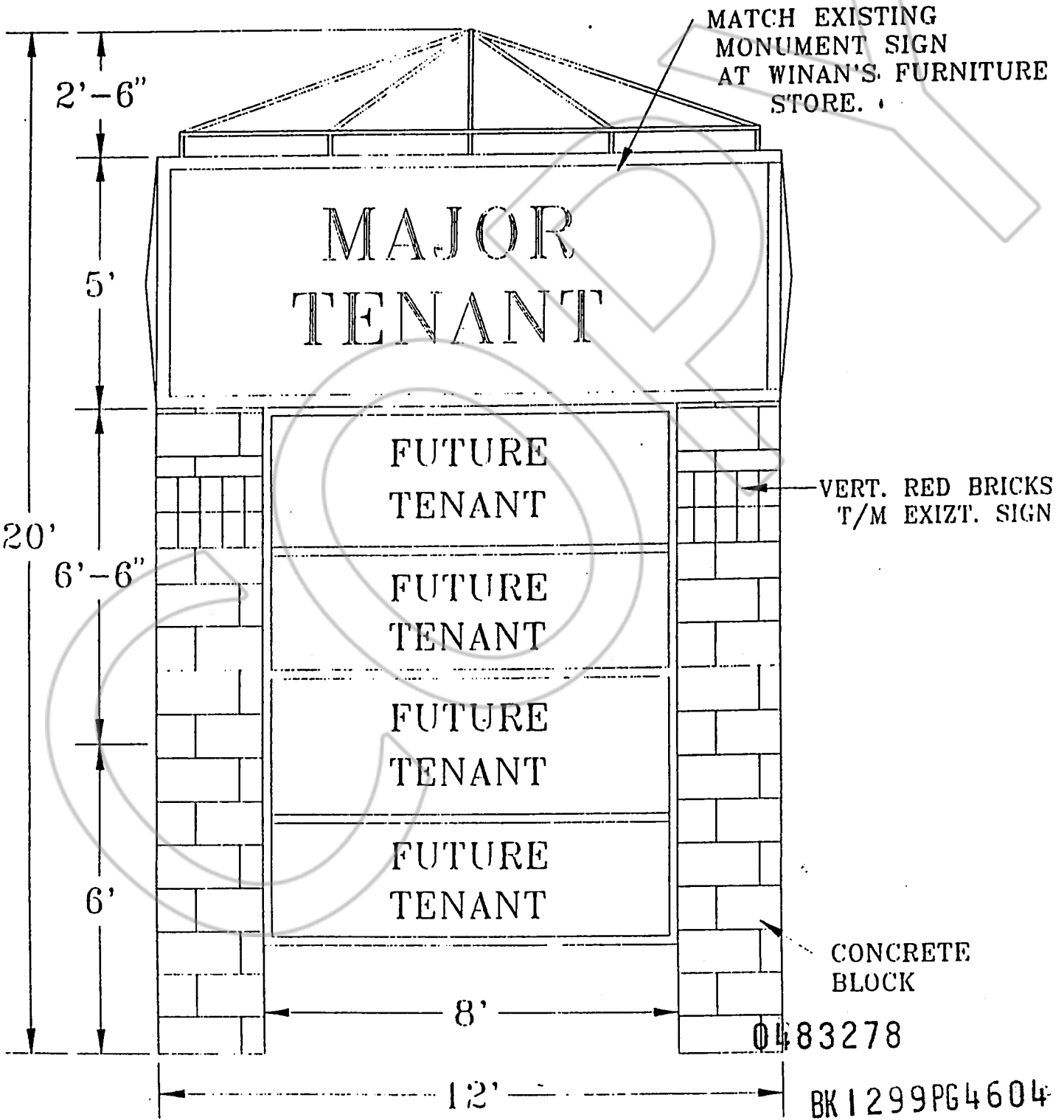
Reference is made to Adjusted Parcel 2 as set forth on Record of Survey for Minden Ironwood Partners filed for record in the office of the County Recorder of Douglas County, State of Nevada, on September 10, 1990 in Book 990, Page 969, Document No. 234225.

A.P.N. 1320-30-211-094

0483278

BK 1299PG 4603

NOTE:  
CONCRETE BLOCK,  
SIGNAGE MATERIAL &  
DESIGN SHALL MATCH  
EXISTING SIGN @  
WINAN'S FURNITURE STORE  
@ IRONWOOD CENTER.



REQUESTED BY  
**FIRST AMERICAN TITLE CO.**

IN OFFICE RECORDS OF  
COUNTY OF COCONINO

1999 DEC 23 PH 3: 56

LINDA SLATER  
RECORDER

\$ 16.00 PAID Li DEPUTY

0483278

BK 1299PG4605