

✓
14
ST. GALL CATHOLIC CHURCH
1343 CENTERVILLE LANE
GARDNERVILLE NV 89410

RECIPROCAL ACCESS EASEMENT AGREEMENT

COMES NOW, the Roman Catholic Bishop of Reno, and his successors, a corporation sole, on behalf of Saint Gall Catholic Church in Gardnerville, Nevada ("St. Gall") and the Minden-Gardnerville First Baptist Church in Gardnerville, Nevada ("First Baptist") and hereby agree on this 2nd day of June, 2000, upon the recitals, terms and provisions hereinafter contained, to exchange between Saint Gall and First Baptist reciprocal access on the easement identified within this Agreement.

WITNESSETH

WHEREAS, St. Gall owns that property commonly known as Douglas County, Nevada, Assessor's Parcel No. 1220-04-201-002, and desires to grant First Baptist access to St. Gall's parcel as hereinafter set forth; and

WHEREAS, First Baptist owns that parcel commonly known as Douglas County, Nevada, Assessor's Parcel No. 1220-04-2001-003, and desires to grant St. Gall access to First Baptist's parcel as hereinafter set forth; and

WHEREAS, St. Gall and First Baptist have determined that sufficient access to the parcels of both parties may be obtained by providing for a thirty foot (30') access easement along the common property boundaries of the properties of St. Gall and First Baptist, each 15 feet in width, and each containing in reference to St. Gall approximately 5,151 square feet; in reference to First Baptist approximately 5,127 square feet, more or less; and

WHEREAS, the parties desire to create a common reciprocal access driveway between and on the parcels of St. Gall and First Baptist which are adjoining lots owned by St. Gall and First Baptist for the benefit of both St. Gall and First Baptist.

NOW, THEREFORE, for and in consideration of the above-stated recitals, each and every of which is incorporated within the terms and provisions of this Agreement as if set forth in full, and pursuant to the following terms and provisions, St. Gall and First Baptist agree as follows:

1. St. Gall grants to First Baptist a fifteen foot (15') reciprocal access easement, containing 5,151 square feet in total area, along the common boundary of St. Gall's property as it is adjoining and antiguous to First Baptist's property. Said reciprocal access easement on St. Gall's property is further described in Exhibit "A" attached hereto and incorporated herein as if set forth in full.

2. First Baptist grants to St. Gall a fifteen foot (15') reciprocal access easement, containing 5,127 square feet in total area, along the common boundary of First Baptist's property as it is adjoining and antiguous to St. Gall's property. Said reciprocal access easement on First Baptist's property is further described in Exhibit "B" attached hereto and incorporated herein as if set forth in full.

3. Except as provided in this Agreement, the reciprocal access easement for a common driveway in favor of APN 1220-04-201-002, owned by St. Gall, is created over the strip

0494719

BK0600PG5242

of land 15 feet in width along the Northerly boundary along APN 1220-04-201-003, owned by First Baptist, and an easement for a common driveway is created in favor of APN 1220-04-201-003, owned by First Baptist, over the strip of land 15 feet in width along the Southerly boundary of APN 1220-04-201-002, owned by St. Gall, for the purpose of creating a common driveway 10,278 square feet in total area, 30' in total width, for the benefit of both the above-described parcels. See Exhibit "C" for a depiction of the common access easement.

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

5. The parties agree that St. Gall will construct and pay for the costs of improvement of the easement as a common driveway from Centerville Lane/SR 756 to the end of the easement. The engineer's statement of probable cost for access improvements to be constructed on the property of First Baptist is attached as Exhibit "D" and incorporated herein as if set forth in full.

The costs of the asphalt concrete driveway, V-ditch and the costs of relocating one electrical power pole built on the property owned by First Baptist, shall be repaid by First Baptist to St. Gall at some future date when the property of First Baptist is sold, or when First Baptist is issued a building permit for development of its parcel pursuant to applicable Douglas County Ordinances and Regulations, including the Douglas County Design Review process, whichever is sooner. By the recordation of this Agreement, or a memorandum or short form hereof, St. Gall will be entitled to a claim of lien against the First Baptist property for the total costs of construction of the the improvements on First Baptist property, or the total costs to construct the improvements on First Baptist property pursuant to a mutually approved change order.

6. An invoice or receipt from the contractor actually constructing the common driveway shall suffice to determine the amount of reimbursement owed by First Baptist to St. Gall, and St. Gall shall promptly supply a copy of the invoice(s)/receipt(s) to First Baptist within thirty (30) days of its (their) receipt by St. Gall.

7. As set forth, St. Gall will construct the common driveway. Should First Baptist sell its property, First Baptist shall instruct the escrow company to pay St. Gall out of the gross proceeds of the sale. Should First Baptist apply to develop its property, First Baptist shall pay St. Gall the amount of First Baptist's share of the common driveway construction costs within a reasonable time (not longer than 90 days after First Baptist's receipt of all state, county and/or other agency approvals of First Baptist's proposed development).

8. St. Gall and First Baptist agree that St. Gall will maintain the joint access driveway improvements until such time as First Baptist either develops its property, or First Baptist sells its property. First Baptist will reimburse St. Gall one-half of the on-going costs to maintain the common driveway within 60 days of receipt of a copy of an invoice St. Gall has paid for maintenance services. Upon development or sale of the First Baptist property, the parties shall provide, at that time, for future joint maintenance of the common access driveway.

9. This reciprocal access agreement shall run with the lands of St. Gall and First Baptist and shall be binding on and shall inure to the benefit of the parties to this Agreement, their

0494719

BK0600PG5243

respective heirs, successors or assigns.

10. Any notice provided for or concerning this Agreement shall be in writing and deemed sufficiently given when sent by certified or registered mail and sent to the respective addresses of each party as set forth:

St. Gall Catholic Church
1343 Centerville Lane
Gardnerville, NV 89410

Minden-Gardnerville First Baptist Church
1696 Hwy. 395 North
Minden, NV 89423

11. The parties agree that this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Nevada.

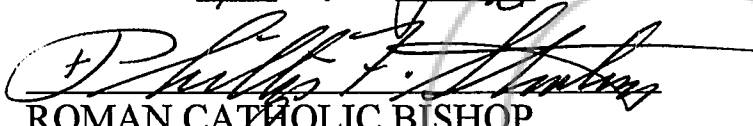
12. This Agreement constitutes the entire agreement between the parties any any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

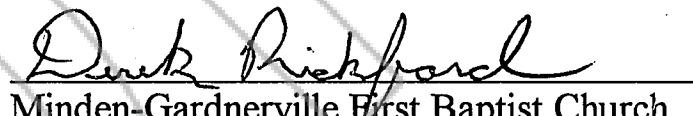
13. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, each of the parties to this Agreement has caused it to executed at Minden, Nevada, on the date indicated below.

Dated this 9 day of June, 2000

Dated this 26 day of MAY, 2000


ROMAN CATHOLIC BISHOP
on behalf of St. Gall Catholic Church
PHILLIP STRALING

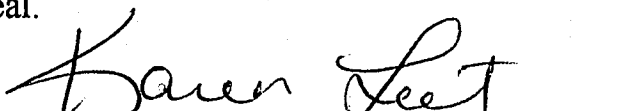

Minden-Gardnerville First Baptist Church
DEREK RICKFORD

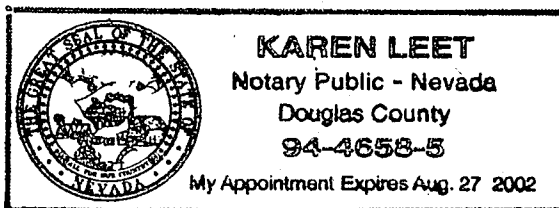
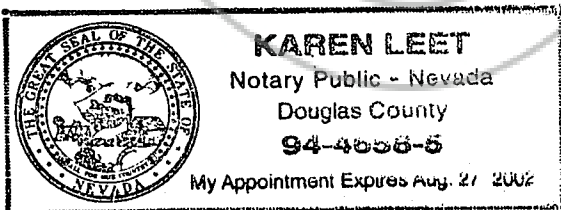
ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On May 31, 2000, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Derek Rickford, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.


NOTARY PUBLIC



0494719
BK0600PG5244

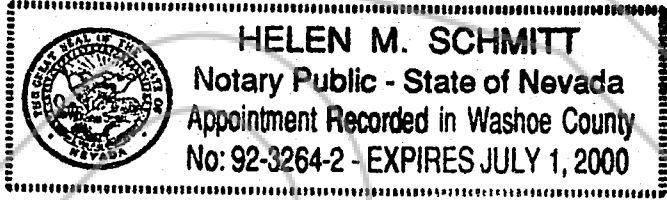
ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On June 9, 2000, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Phillip F Straling, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Helen M Schmitt
NOTARY PUBLIC



COPY

0494719
BK0600PG5245

Exhibit A
St. Gall Catholic Church
Legal description for
Reciprocal Access Easement
APN 1220-04-201-002

April 5, 2000

A 15 feet wide easement to the Minden Gardnerville First Baptist Church for ingress and egress over a portion of Church property, which is located within a portion of Section 4, Township 12 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada; being within a parcel as shown on the St. Galls Church Annexation Map, recorded in the Douglas County Recorder's Office, Book 484, Page 1481 and Document Number 94458 being further described as follows:

BEGINNING at the Southwest corner of said parcel,

thence North $01^{\circ} 32' 40''$ West, 15.08 feet;

thence South $85^{\circ} 28' 54''$ East, 344.19 feet;

thence South $04^{\circ} 31' 06''$ West, 15.00 feet;

thence North $85^{\circ} 28' 54''$ West, 342.60 feet to the TRUE POINT OF BEGINNING;

Containing 5,151 square feet, more or less, along with and subject to all easements, whether of record or not.

Exhibit B
Minden Gardnerville First Baptist Church
Legal description for
Reciprocal Access Easement
APN 1220-04-201-003

April 5, 2000

A 15 feet wide easement to the St. Gall Catholic Church for ingress and egress over a portion of Church property, which is located within a portion of Section 4, Township 12 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada; being within a parcel as shown on the St. Galls Church Annexation Map, recorded in the Douglas County Recorder's Office, Book 484, Page 1481 and Document Number 94458 being further described as follows:

BEGINNING at the Southwest corner of said parcel,

thence South $85^{\circ} 28' 54''$ East, 342.60 feet;

thence South $04^{\circ} 31' 06''$ West, 15.00 feet;

thence North $85^{\circ} 28' 54''$ West, 341.00 feet

thence North $01^{\circ} 32' 40''$ West, 15.08 feet to the TRUE POINT OF BEGINNING;

Containing 5,127 square feet, more or less, along with and subject to all easements, whether of record or not.

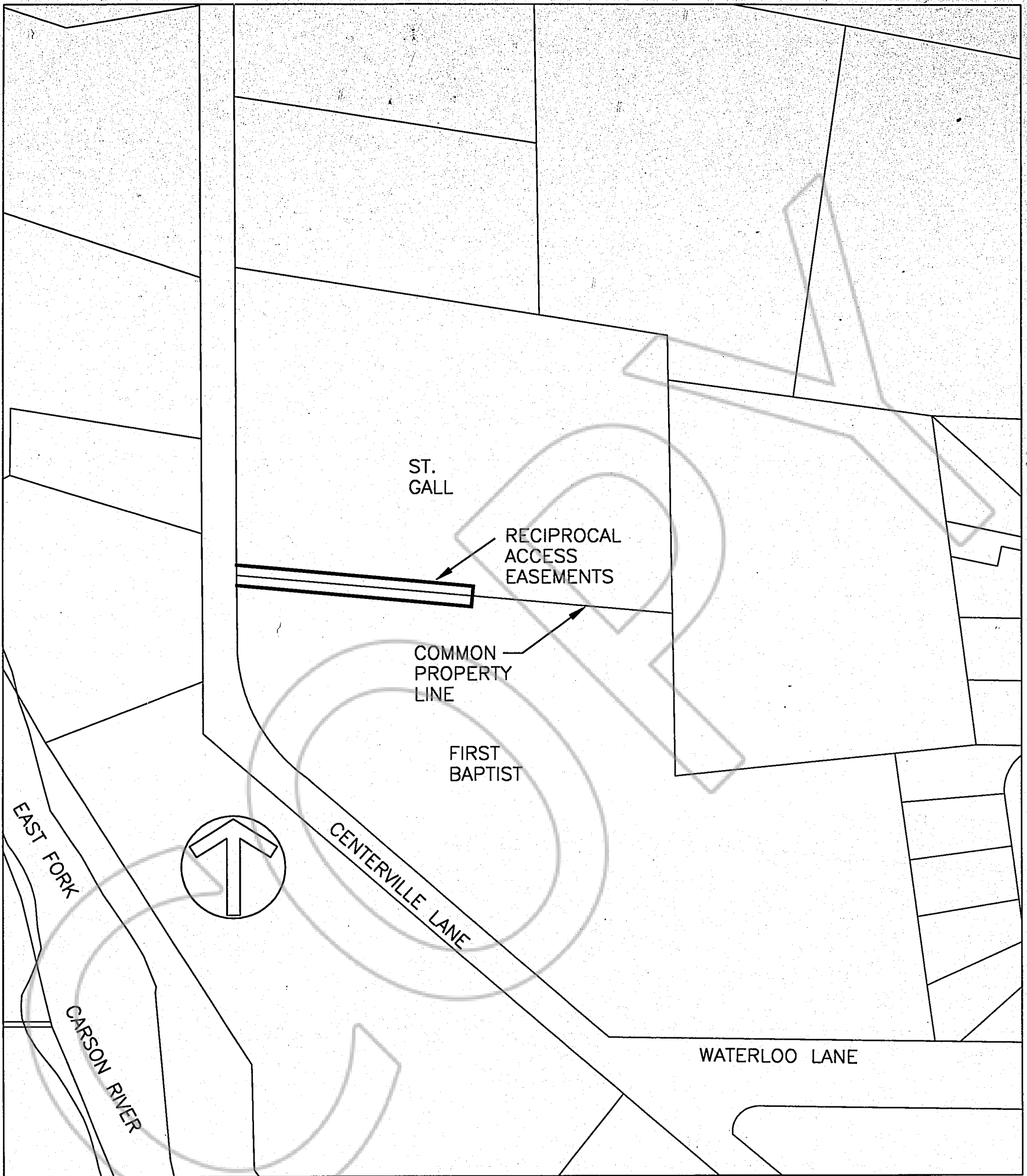


EXHIBIT C - RECIPROCAL ACCESS GENERAL LOCATION
ST. GALL CATHOLIC CHURCH/ FIRST BAPTIST CHURCH
SCALE 1" = 200'

0494719

BK0600PG5248

St. Gall Catholic Church
 Parish Center
 Engineer's Statement of Probable Costs
 for Access Improvements on First Baptist Church

Item	Description	Quantity	Unit	Price	Amount
1	Asphalt Concrete 3" ac on 6" ab	5,127	Square foot	\$1.56	\$7,998.12
2	V-ditch	277	Lineal foot	\$5.00	\$1,385.00
3	Relocate Power Pole	1	Lump Sum	\$2,500.00	\$2,500.00

Subtotal \$11,883.12
 Contingency 10% \$1,188.31
 Total \$13,071.43

The Engineer's opinion of probable cost provided herein was prepared by the engineer through exercise of experience and judgment in applying presently available cost data. It is recognized that the engineer has no control over cost of labor and materials, or over competitive bidding procedures and market conditions. Thus, the engineer cannot warrant that the actual project construction cost will not vary from the engineer's opinion of probable cost.

COPY

REQUESTED BY
St. Gall Catholic Church
 IN OFFICIAL RECORDS OF
 DOUGLAS CO., NEVADA

2000 JUN 26 PM 1:05

EXHIBIT "D" 0494719

LINDA SLATER
 RECORDER
 \$1400 PAID BC DEPUTY

BK0600PG5249