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RECIPROCAL ACCESS EASEMENT AGREEMENT

COMES NOW JAMES MICHAEL HICKEY, Trustee of the James Michael Hickey Family Trust u.t.d. July 7, 1995 ("HICKEY") and WAYNE M. PROUTY and DEBRA L. PROUTY ("PROUTY"), and hereby agree this 15 day of August, 2000, upon the recitals, terms and provisions hereinafter contained, to exchange between HICKEY and PROUTY reciprocal access on the easement identified within this agreement.

W I T N E S S E T H

WHEREAS, HICKEY owns that property commonly known as Douglas County Assessor's Parcel Number 1220-10-510-002, and desires to grant to PROUTY access to PROUTY's parcel as hereinafter set forth; and

WHEREAS, PROUTY owns that parcel commonly known as Douglas County Assessor's Parcel Number 1220-10-610-001, and desires to grant to HICKEY access to HICKEY's parcel as hereinafter set forth; and

WHEREAS, HICKEY and PROUTY have determined that sufficient access to the parcels of both parties may be obtained by providing for a twelve and one-half ("12.5") foot access easement along each of the common property boundaries of the properties of HICKEY and PROUTY, each 12.5 feet in width, and each containing in reference to HICKEY 3,727 square feet; in reference to PROUTY 3,764 square feet, more or less; and

WHEREAS, the parties desire to create a common reciprocal access driveway between the parcels of HICKEY and PROUTY,

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which are adjoining lots owned by HICKEY and PROUTY, for the benefit of both HICKEY and PROUTY.

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, HICKEY and PROUTY agree as follows:

1. HICKEY grants to PROUTY a 12.5 foot reciprocal access easement, containing 3,727 square feet in total area, along the common boundary of HICKEY's property as it is adjoining and contiguous to PROUTY's property. Said reciprocal access easement on HICKEY's property is further described in Exhibit "A" attached hereto, and incorporated herein as if set forth in full.

2. PROUTY grants to HICKEY a 12.5 foot reciprocal access easement, containing 3,764 square feet in total area, along the common boundary of PROUTY's property as it is adjoining and contiguous to HICKEY's property. Said reciprocal access easement on PROUTY'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 A.P.N. 1220-10-510-002, owned by HICKEY, is created over the strip of land 12.5 feet in width along the northerly boundary of A.P.N. 1220-010-610-001, owned by PROUTY, and an easement for a

common driveway is created in favor of lot A.P.N. 1220-10-610-001, owned by PROUTY, over the strip of land 12.5 feet in width along the southerly boundary of A.P.N. 1220-10-510-002, owned by HICKEY, for the purpose of creating a common driveway 7,491 square feet in total area, for the benefit of both of the above described lots.

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

5. The parties agree that PROUTY will construct and pay for the costs of improvement of the easement as a common driveway from Charlotte Way south east to the end of the easement. One half the total costs, or, restated, the costs of the asphalt concrete driveway, sidewalk and ramp, curbing, valley gutter, spandrels, and demolition built on the property owned by HICKEY shall be repaid by HICKEY to PROUTY at some future date when the property of HICKEY is either sold, or HICKEY develops his property pursuant to applicable Douglas County Ordinances and Regulations, including the Douglas County Design Review process. By the recordation of this agreement, or a memorandum or short form hereof, PROUTY will be entitled to claim a lien for such costs of construction to be repaid at either the sale of HICKEY's property, or the

development of HICKEY's property as set forth within this agreement.

6. HICKEY and PROUTY agree that the amount to be repaid to PROUTY is to be calculated based on a 12.5 foot wide strip of asphalt concrete paving, including base work, sidewalk and ramp, curbs, valley gutter, spandrels, and demolition and required for the construction of the portion of the driveway on HICKEY's property.

HICKEY has received an engineer's statement of probable cost dated April 23, 1999, which statement of probable cost is attached hereto as Exhibit "C", and incorporated herein as if set forth in full. HICKEY and PROUTY recognize that the engineer's opinion is not a guarantee that the actual construction costs will not vary from the engineer's opinion of the probable cost. The engineer's estimate of the cost for the common driveway is \$15,628.87; one-half of this amount equals \$7,814.33.

The amount to be repaid to PROUTY by HICKEY will equate to one-half the cost of the construction as determined by a bid accepted by PROUTY. HICKEY and PROUTY agree that the actual construction cost of the common driveway as determined by the bid accepted by PROUTY, shall determine the one-half share to be reimbursed to PROUTY by HICKEY. This amount shall be repaid to PROUTY by HICKEY pursuant to the terms of this Agreement, unless HICKEY and PROUTY agree on any increase in

the costs to construct the common driveway pursuant to a mutually approved change order.

An invoice or receipt from the contractor actually constructing the common driveway shall suffice to determine the amount of reimbursement owed by HICKEY to PROUTY, and PROUTY shall promptly supply a copy of the invoice/receipts to HICKEY.

7. As set forth, PROUTY will construct the common driveway. Should HICKEY sell his property, HICKEY shall instruct the escrow company to pay PROUTY out of the gross proceeds of the sale. Should HICKEY proceed to develop his property, HICKEY shall pay PROUTY the amount of HICKEY's share of the common driveway construction costs within a reasonable time (not longer than 60 days after HICKEY's receipt of all state, county, and/or other agency approvals of HICKEY's proposed development and construction permit).

8. HICKEY and PROUTY agree that PROUTY will maintain the joint access driveway improvements until such time as HICKEY either develops his property, or until HICKEY sells his property.

HICKEY and PROUTY agree that HICKEY will reimburse PROUTY the costs to maintain the common driveway within 30 days of receipt of a copy of the invoice PROUTY has paid for maintenance services. Upon development or sale of the HICKEY property, the parties shall provide, at that time, for future joint maintenance of the common access driveway.

9. This reciprocal access easement agreement shall run with the lands of HICKEY and PROUTY and shall be binding on and shall enure to the benefit of the parties to this agreement, their 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 if sent to the respective address of each party as set forth:

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

✓
WAYNE M. PROUTY
DEBRA L. PROUTY
1219 Service Dr., Unit 1-4
Gardnerville, NV 89410

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 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.

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 be executed at Minden, Nevada on the date indicated below.

Dated this 15 day of August, 2000.

James Michael Hickey Family Trust u.t.d. July 7, 1995

By: [Signature]
JAMES MICHAEL HICKEY, Trustee

Dated this 15 day of August, 2000.

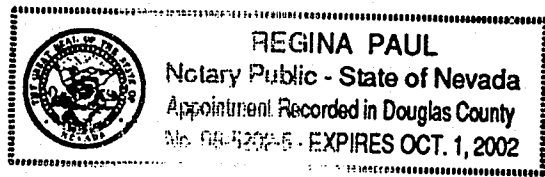
[Signature]
WAYNE M. PROUTY
[Signature]
DEBRA L. PROUTY

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

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On the 15th day of August, 2000 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 August 15th, 2000, by JAMES MICHAEL HICKEY.



[Signature]
NOTARY PUBLIC

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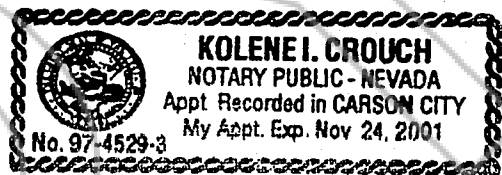
A C K N O W L E D G E M E N T

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On the 15 day of August, 2000, before me, the undersigned, a Notarial Officer in and for said County and State, personally appeared WAYNE M. PROUTY 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 August 15, 2000, by WAYNE M. PROUTY.

Kolene L. Crouch
NOTARY PUBLIC



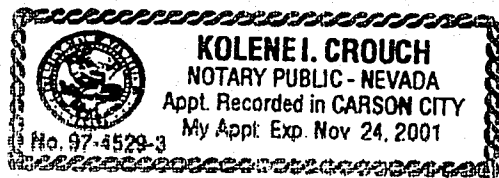
A C K N O W L E D G E M E N T

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On the 15 day of August, 2000 before me, the undersigned, a Notarial Officer in and for said County and State, personally appeared DEBRA L. PROUTY 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 August 15, 2000, by DEBRA L. PROUTY.

Kolene L. Crouch
NOTARY PUBLIC



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**Reciprocal Easement
for
APN 1220-10-510-002
Legal Description**

April 23, 1999

A 12.5 foot access easement being located on a portion of the Northeast quarter of Section 10, Township 12 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, being further described as follows:

BEGINNING at the South corner of Lot 2 Block "A" (Remainder), as shown on the Record of Survey for Jewel Commercial Park (A Commercial Subdivision), Document Number 420220 of the Douglas County Recorder's Office,

thence South 29° 35' 16" West, 12.50 feet;

thence North 44°45' 21" West, 293.45 feet;

thence North 00° 42' 58" West, 17.98 feet;

thence South 44° 45' 21" East, 302.87 feet to the POINT OF BEGINNING;

Containing 3,727 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 "N 44°45'21" W - East right-of-way U.S. Highway 395 per Record of Survey for Stoddard Jacobsen, Document No. 129795".

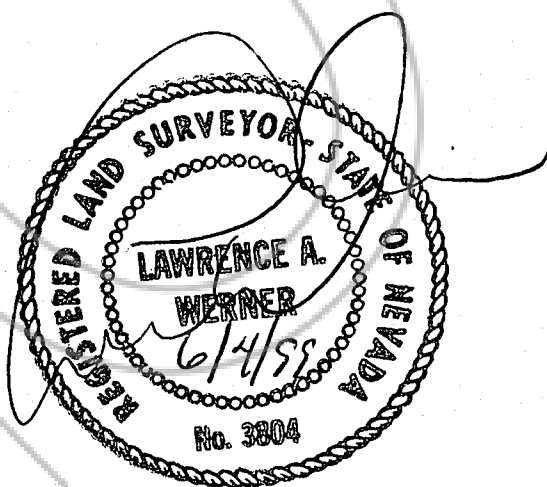
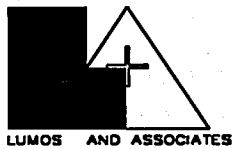
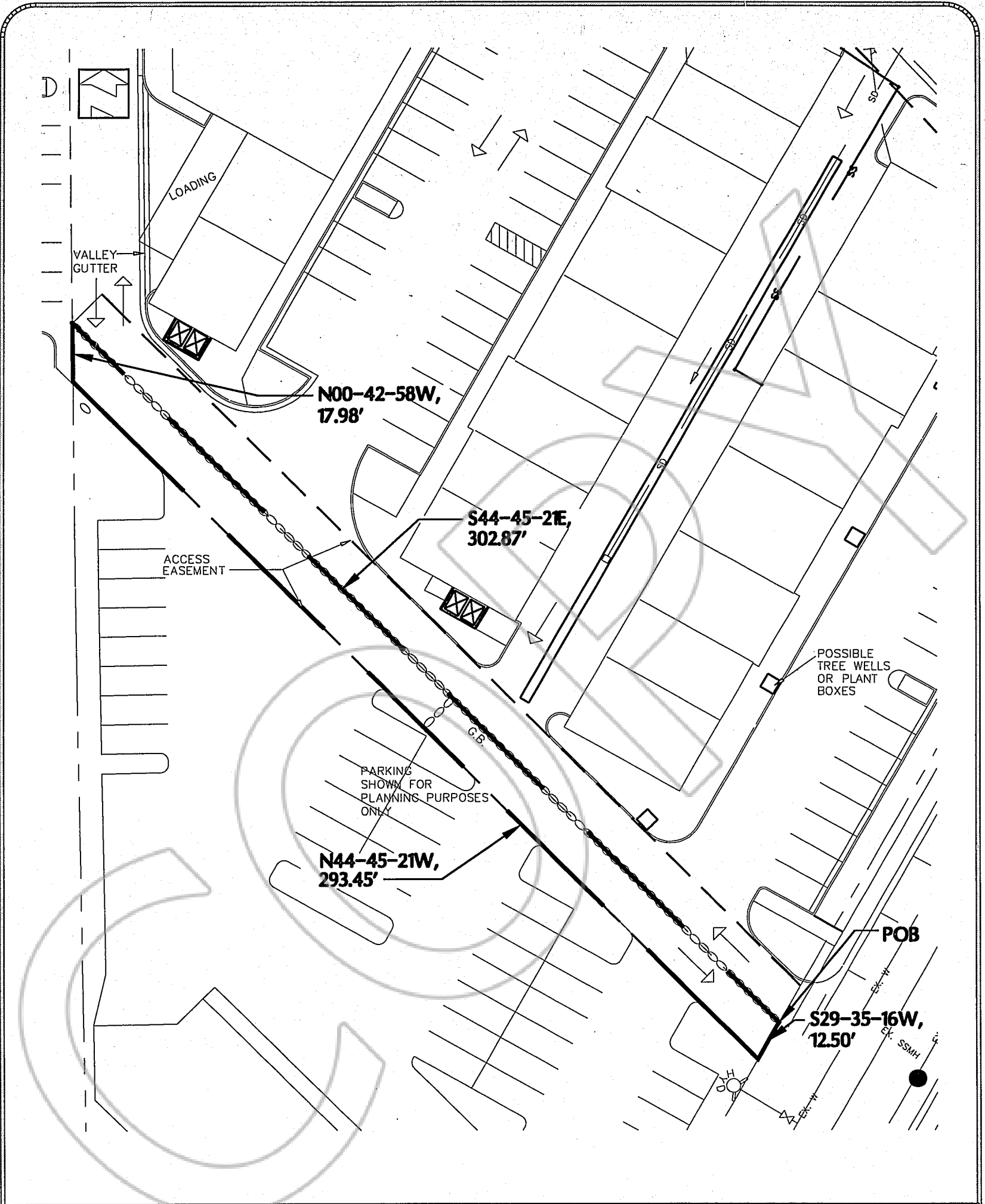


EXHIBIT A

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LOT2 JEWEL COMMERCIAL PARK
 (APN 1220-10-510-002)
 RECIPROCAL ACCESS

FIGURE:
 3

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DATE: 4/7/99

EXHIBIT A 0497762

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**Reciprocal Easement
for
APN 1220-10-610-001
Legal Description**

April 23, 1999

A 12.5 foot access easement being located on a portion of the Northeast quadrant of Section 10, Township 12 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, being further described as follows:

BEGINNING at the South corner of Lot 2 Block "A", as shown on the Record of Survey for Jewel Commercial Park (A Commercial Subdivision), Document Number 420220 of the Douglas County Recorder's Office,

thence North 44° 45' 21" West, 302.87 feet;

thence North 45° 14' 39" East, 12.50 feet;

thence South 44° 45' 21" East, 299.37 feet;

thence South 29° 35' 16" West, 12.98 feet to the POINT OF BEGINNING.

Containing 3,764 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 "N 44°45'21" W - East right-of-way U.S. Highway 395 per Record of Survey for Stoddard Jacobsen, Document No. 129795".

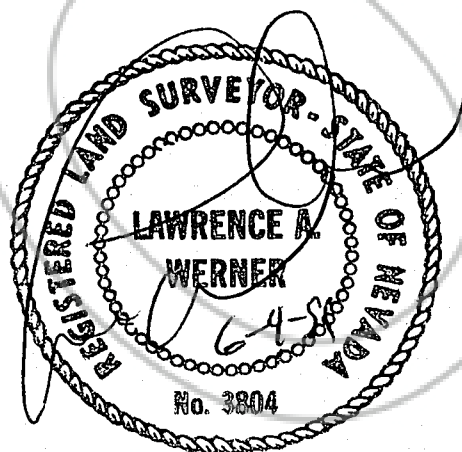
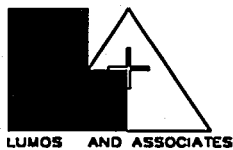
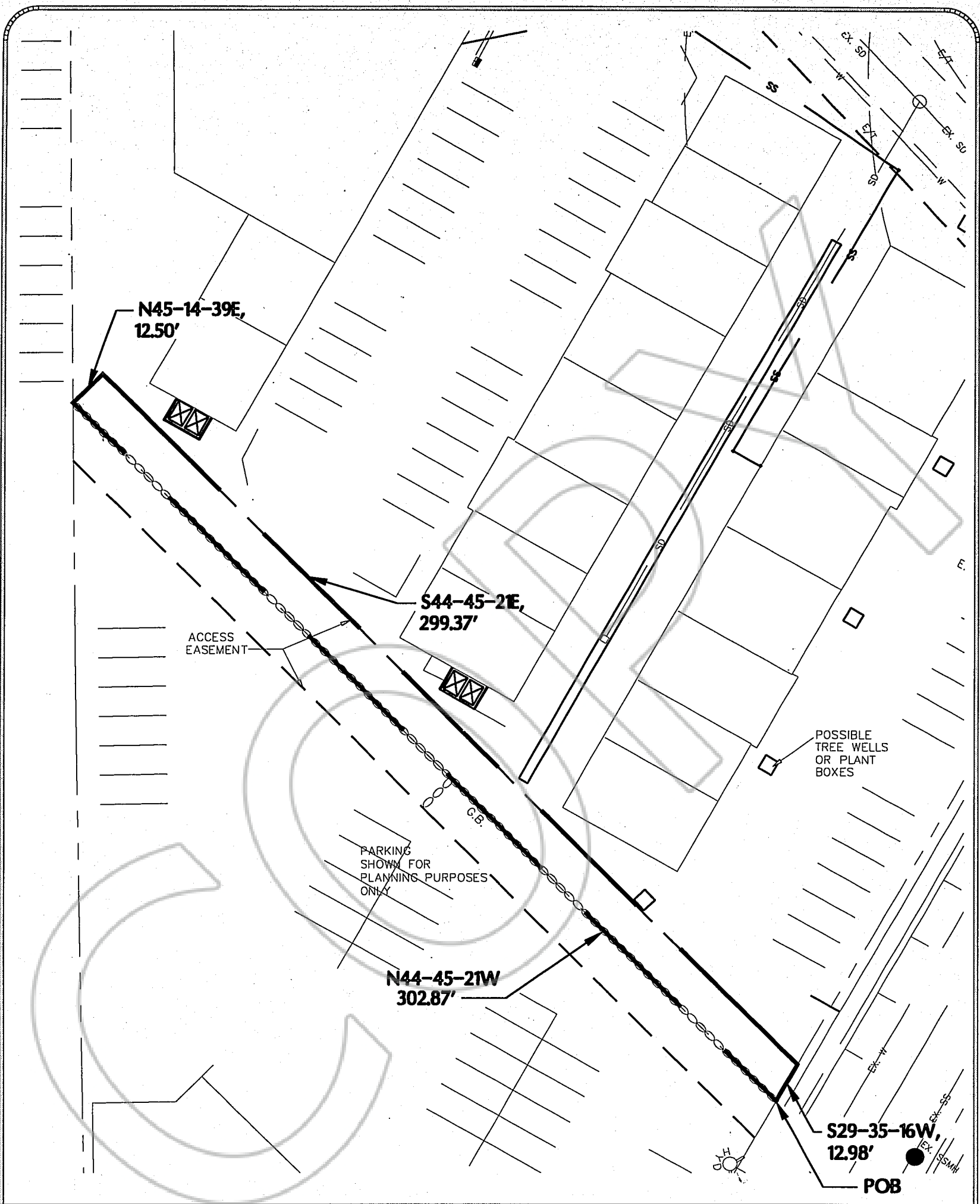


EXHIBIT B

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LUMOS AND ASSOCIATES

LOT2A JEWEL COMMERCIAL PARK
 (APN 1220-10-610-001)
 RECIPROCAL ACCESS

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DATE: 4/7/99

FIGURE:

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EXHIBIT B

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Statement of Probable Cost for Jewel Commercial Park

April 23, 1999

	QUANTITY	UNIT	COST/UNIT	COST
New Sidewalk & Ramp	350	SF	\$ 3.50	\$ 1,225.00
New Curb	85	LF	\$ 18.00	\$ 1,530.00
AC Pavement 3" on 6" AB	7491	SF	\$ 1.35	\$ 10,112.85
Valley Gutter	91	SF	\$ 3.50	\$ 318.50
Spandrels	328	SF	\$ 3.00	\$ 984.00
Demolition	1	LS	\$ 1,000.00	\$ 1,000.00
			SUBTOTAL	\$ 15,170.35
			REVIEW 1.5%	\$ 227.56
			PERMIT 1.5%	\$ 230.97
			TOTAL	\$ 15,628.87

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.

REQUESTED BY
Wayne Prouty
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 AUG 15 PM 3:25

LINDA SLATER
RECORDER

\$ *19.00* PAID *KJ* DEPUTY

EXHIBIT C

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