

2400 ✓  
When Recorded Mail To:  
Richard R. Tracy  
3000 Old Ranch Road  
Franktown, Nevada 89704  
APN 11-100-03

**AGREEMENT BETWEEN ADJOINING LANDOWNERS**

**FOR COMMON USE OF ROAD EASEMENT**

**THIS AGREEMENT**, made this 27<sup>th</sup> day of September, 2001, between RICHARD R. TRACY and URSULA W. TRACY, husband and wife, jointly and severally of the Town of Franktown, County of Washoe, State of Nevada, party of the first part, which expression shall include his, her or their heirs, executors, administrators, agents or assigns where the context so requires or admits, and J.M. BAKER PROPERTIES, L.P., JOHN M. BAKER, M.D., General Partner, and PATRICIA G. BAKER, General Partner, of the City of Carmichael, County of Sacramento and State of California, party of the second part, which expression shall include its agents, successors or assigns, where the context so requires or admits, witnesseth:

**WHEREAS**, the party of the first part owns and has title to all that certain lot, piece of parcel or land situate in the County of Douglas, State of Nevada, described as follows:

The Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  (SE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 20, Township 13 North, Range 19 East, M.D.B&M.

APN 11-100-03 and hereinafter referred to as Parcel 3.

**WHEREAS**, the party of the second part owns and has title to all that real property situate in the County of Douglas, State of Nevada, described as follows:

The Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ; the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ; the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ; and the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 20, Township 13 North, Range 19 East, M.D.B.&M, excepting and excluding all land north of the south right of way line of Nevada State Route 19 (Forest Highway No. 16, aka New Kingsbury Grade).

APN 11-100-02 and hereinafter referred to as Parcel 2.

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**WHEREAS**, said properties are adjacent to each other so that the west line of said Parcel 3 (APN 11-100-03) forms a part of the east line of Parcel 2 (see Exhibit A attached); and

**WHEREAS**, the parties hereto in consideration of the sum of one (\$1.00) dollar in hand paid each to the other, have agreed to grant to each other a non-exclusive easement or right of way over and across the road known as Old Kingsbury Grade.

**NOW, THEREFORE**, in pursuance of said Agreement and for and in consideration of the sum of one (\$1.00) dollar paid by each of the parties to each other, receipt of which is hereby acknowledged, and of the mutual covenants, agreements, conditions and stipulations therein contained, it is mutually covenanted, stipulated and agreed by and between the parties as follows:

**1. Grant by First Party.** The party of the first part hereby grants to the party of the second part, its successors and assigns, a non-exclusive easement and right of way, together with the full and free right for it, its tenants, servants, visitors and licensees, in common with all others having the like right, at all times hereafter with or without automobile or other vehicles or on foot, for the purpose of ingress and egress to and from any other portion of said Parcel 2 and for all other purposes connected with the use of said Parcel 2, to pass and re-pass along and over a strip of land nominally forty feet (40') wide being the existing travel way of the Old Kingsbury Grade as it presently exists, as the same may cross over first party's Parcel 3.

**2. Grant by Second Party.** The party of the second part hereby grants to the party of the first part, his, her or their heirs, successors and assigns, a non-exclusive easement and right

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of way, together with the full and free right for it, its tenants, servants, visitors and licensees, in common with all others having the like right, at all times hereafter with or without automobile or other vehicles or on foot, for the purpose of ingress and egress to and from any other portion of said Parcel 3 and for all other purposes connected with the use of said Lot 3, to pass and re-pass along and over a strip of land nominally forty feet (40') wide being the existing travel way of the Old Kingsbury Grade as it presently exists, as the same may cross over second party's Parcel 2.

**3. Appurtenant.** It is further understood and agreed that the easements granted herein are to be held by the respective grantees, its, his, her and their heirs, successors and assigns as appurtenant to the land owned by the respective grantees.

**4. Assignment of Rights.** The party of the second party assigns to the first party and hereby makes the first party as a co-benefited party along with second party of all the rights, liabilities and obligations, accruing to second party under that Agreement for Easement Deed with Douglas County dated February 15, 1971, to the fullest extent permitted by law (see Exhibit B attached).

**5. Duplicate Copies.** This Agreement has been executed in duplicate by the parties and each executed copy thereof shall be considered an original. An original may be recorded with the Douglas County, Nevada Recorder.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Richard R. Tracy  
RICHARD R. TRACY

J.M. BAKER PROPERTIES, L.P.

By: John M. Baker  
JOHN M. BAKER, M.D.,  
Its General Partner

Ursula W. Tracy  
URSULA W. TRACY

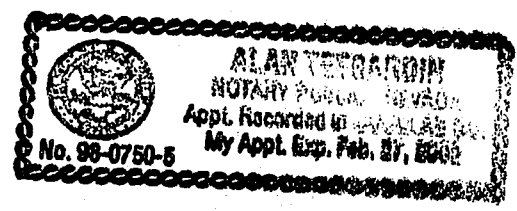
By: Patricia G. Baker  
PATRICIA G. BAKER,  
Its General Partner

~~STATE OF CALIFORNIA~~  
STATE OF NEVADA )  
~~SACRAMENTO~~ ) ss. NEVADA  
COUNTY OF ~~WASHOE~~ ) CARSON

On the 30<sup>th</sup> day of September, 2001, before me, a Notary Public in and for said state, personally appeared RICHARD R. TRACY AND URSULA W. TRACY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Alan Teegarden  
Notary Public



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S.P.C. OH Power Easement  
Doc. 65950

BK.17  
Pg.1

R.S. BK. 1298, Pg. 817- Doc. 455621----(A)  
Al Montross

KINGSBURY  
GRADE

12/14/98  
10/30/01  
UPDATED

BK.42  
Pg.01

BK.17  
Pg.1

BK.17  
Pg.1

Easements  
BK. 26/718-724  
08/454-496  
091/1566

9

123.0Ac  
2

40Ac  
3

19 20

20 29

20 21  
29 28



# EXHIBIT A

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BK 1001 PG 1466

AGREEMENT FOR EASEMENT DEED

THIS AGREEMENT, made this 15th day of February, 1971, by and between the COUNTY OF DOUGLAS, a political subdivision of the STATE OF NEVADA, by and through its County Board of Commissioners, Party of the First Part, hereinafter called "DOUGLAS COUNTY," and FRANKLIN H. BAKER and EDYTHE M. BAKER, husband and wife; JOHN M. BAKER and PATRICIA G. BAKER, husband and wife; FLORENCE M. BAKER and HELEN B. CURRIE, Parties of the Second Part,

W I T N E S S E T H:

WHEREAS, the Parties of the Second Part are the owners of certain property situate in Section 20, Township 13 North, Range 19 East, M.D.B.&M., Douglas County, Nevada; and

WHEREAS, negotiations have heretofore been had between the parties whereby the Parties of the Second Part have agreed to transfer, convey and deliver unto the STATE OF NEVADA acting by and through its Department of Highways, an Easement Deed in and to a part, portion or parcel of the property of the Parties of the Second Part, more particularly set forth and described in Exhibit "A", attached hereto and incorporated herein by reference thereto; and

WHEREAS, Douglas County has agreed to pay to the Parties of the Second Part the sum of Six Thousand Five Hundred Dollars (\$6,500.00) for said Easement Deed; and

WHEREAS, as a further consideration for said Easement Deed, Douglas County has agreed with the Parties of the Second Part to provide permanent access, maintenance and drainage facilities in connection with adjoining property to that described

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EXHIBIT B

BK 1001 PG 1467

in the Easement Deed, and being retained by the Parties of the Second Part;

NOW, THEREFORE, in consideration of the premises, the parties do hereby agree as follows:

1. The Parties of the Second Part will forthwith execute and deliver to the STATE OF NEVADA, acting by and through its Department of Highways, at the request and for the benefit of Douglas County, Nevada, an Easement Deed to the property of the Parties of the Second Part situate on Kingsbury Grade, Douglas County, Nevada, more particularly described in Exhibit "A" attached hereto and incorporated herein as hereinbefore set forth.

2. Douglas County shall pay to the Parties of the Second Part therefor the sum of Six Thousand Five Hundred Dollars (\$6,500.00), and in addition thereto agrees as follows:

a. The presently existing paved road from the Carson Valley junction with the new highway contemplated by the State of Nevada to the boundary of the remainder of the property of the Parties of the Second Part is to be maintained by Douglas County for the use and benefit of said Parties of the Second Part.

b. Douglas County further agrees to provide, establish and maintain further access roads for the use and benefit of the Parties of the Second Part to the isolated acreage of the Parties of the Second Part remaining to the north and elsewhere by establishing access roads from Station 291 and Station 268+35, as designated on the new State Highway Plat, to the remaining acreage of the Parties of the Second Part.

c. Douglas County agrees not to install, construct or maintain any drainage cuts, canals, or pipes (whether buried or not), on the property of Second Parties; nor on the property deeded to the State Highway Department, adjoining or appurtenant thereto, the effect of which will be or result in untoward drainage, damage or injury to the said property of the Second Parties.



3. The foregoing conditions shall be perpetual and run with the land, and may be superseded only by another agreement in writing between the parties, their heirs, representatives, or assigns.

TIME IS OF THE ESSENCE of this Agreement and the same shall be binding upon and inure to the benefit of the heirs, administrators, representatives and assigns of all parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, signatures and seals on the day and year in this Agreement first written.

COUNTY OF DOUGLAS, STATE OF NEVADA  
by and through its County Board of  
Commissioners

Charles C. Munchy Jr.  
Commissioner

Harold P. Dayton Jr.  
Commissioner

Fay Doback  
Commissioner

PARTY OF THE FIRST PART

Florence M. Baker  
Florence M. Baker

Franklin H. Baker  
Franklin H. Baker

Helen B. Currie  
Helen B. Currie

Edythe M. Baker  
Edythe M. Baker

John F. Baker  
John F. Baker

Patricia G. Baker  
Patricia G. Baker

PARTIES OF THE SECOND PART

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COPY

REQUESTED BY  
*Wardlaw County*  
MEDICAL RECORDS OF  
DOUGLAS CO. NEVADA  
*778 720*

1976 SEP 16 AM 9:45

PATRICIA J. WILLIAMS  
RECORDER  
*Patricia Williams*  
*dtp.*

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BOOK 976 PAGE 846

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COPY

REQUESTED BY  
Tom Hall  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2001 OCT -5 PM 1: 14

LINDA SLATER  
RECORDER

240 PAID BC DEPUTY

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