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APNs 1318-15-610-047
1318-15-610-048

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

✓ GEORGE AND ELEANOR YONANO
c/o Alling & Jillson, Ltd.
Post Office Box 3390
Stateline, Nevada 89449

REQUESTED BY
Alling & Jillson Ltd
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 DEC 24 AM 11:18

WERNER CHRISTEN
RECORDER

\$20.50
PAID *K2* DEPUTY

**RECIPROCAL DRIVEWAY EASEMENTS
AND JOINT MAINTENANCE AGREEMENT**

1. Grant of Reciprocal Driveway Easements.

(a) GEORGE L. YONANO AND ELEANOR L. YONANO, HUSBAND AND WIFE, AS OWNERS OF THAT CERTAIN PART AND PARCEL OF REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 1318-15-610-048 (herein referred to as "Parcel A"), HEREBY GRANT to GEORGE L. YONANO AND ELEANOR L. YONANO, HUSBAND AND WIFE, AS OWNERS OF THAT CERTAIN PART AND PARCEL OF REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 1318-15-610-047 (herein referred to as "Parcel B"), a perpetual, non-exclusive ingress and egress easement fifteen feet (15') in width, over and across a portion of Parcel A, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, for the use and benefit of the owner of Parcel B, for the purpose of a private driveway, right-of-way and travel way granting access to a single family residence on Parcel B.

(b) GEORGE L. YONANO AND ELEANOR L. YONANO, HUSBAND AND WIFE, AS OWNERS OF THAT CERTAIN PART AND PARCEL OF REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 1318-15-610-047 ("Parcel B"), HEREBY GRANT to GEORGE L. YONANO AND ELEANOR L. YONANO, HUSBAND AND WIFE, AS OWNERS OF THAT CERTAIN PART AND PARCEL OF REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 1318-15-610-048 ("Parcel A"), a perpetual, non-exclusive ingress and egress easement fifteen feet (15') in width, over and across a portion of Parcel B, as more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference, for the use and benefit of the owner of Parcel A and their successors and assigns, for the purpose of a private driveway, right-of-way and travel way granting access to a single family residence on Parcel A.

ALLING & JILLSON, LTD.
ATTORNEYS AT LAW

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2. Easements and Obligations Running with the Land; Binding on Successors. All of the rights, benefits, obligations and burdens set forth in this instrument shall run with the land, and shall benefit, bind and inure to the benefit of the owners of the parcels hereinabove described and their successors and assigns. All of the rights, benefits, obligations and burdens of this instrument can be enforced by the owners of one parcel against the owners of the other parcel. Failure to enforce any right hereunder shall not be deemed a waiver of such right to enforce same at some future time.

3. Responsibility for Best Management Practices. The owners of Parcel A and Parcel B shall be jointly responsible for maintaining all "Best Management Practices" (BMPs) as that term is defined by the Tahoe Regional Planning Agency Code of Ordinances, on the driveway over the easements granted herein and shall be equally responsible for all costs associated therewith.

4. Maintenance Costs. The owners of Parcel A and Parcel B shall be equally responsible for all costs of maintenance, repair, snow removal and upkeep of the driveway over the easements granted herein. Emergency repairs shall be made at the direction of any parcel owner. Ordinary maintenance, repairs and replacement shall be made after consultation with and after obtaining the consent of all parcel owners. No parcel owner's consent shall be unreasonably withheld or delayed. The foregoing notwithstanding, each parcel owner shall be solely responsible for any extraordinary maintenance or any repairs to the driveway over the easements granted herein that are required as a result of the acts of any one parcel owner, their agents, servants, contractors, guests, invitees or licensees. Any costs allocated to a parcel owner pursuant to this Paragraph 4 that are not paid within fifteen (15) days after request therefor is made shall thereafter bear interest at the rate of eighteen percent (18%) per annum until paid, and such costs and accrued interest shall, in accordance with NRS Chapter 116, be a charge and continuing lien upon the property of the parcel owner so failing to make payment; a lien to be effective upon recordation of a notice of delinquency.

5. Insurance. Each of the owners of Parcel A and Parcel B shall obtain and maintain general liability insurance coverage in commercially reasonable amounts acceptable to all parcel owners insuring against claims for personal injury, death and property damage occurring in, on or about the driveway upon which the easements are granted herein and the risks for the obligations assumed herein. Each such policy shall name the other parcel owners as additional insureds. Each parcel owner shall be provided with a certificate of insurance for the coverage required hereunder.

6. Indemnity. Each of the owners of Parcel A and Parcel B agree to indemnify and hold harmless the other parcel owners against all liability for injury or damage to persons or property caused by the act or omission of that parcel owner or such parcel owner's agents, servants, contractors, guests, invitees or licensees in, on or about the driveway upon which the easements are granted herein

7. No Transfer of Coverage. No "Impervious Surface Coverage" as that term is defined by the Tahoe Regional Planning Agency Code of Ordinances, is being transferred to either parcel by the other in connection with the easements granted herein.

8. Dispute Resolution. In the event of any dispute between or among the parcel owners arising out of or related in any way to this instrument, prior to instituting legal action, the parties agree to first attempt to settle said dispute by means of informal mediation with a mediator mutually selected by the parcel owners having such dispute. If such mediation is not successful in resolving the dispute, the affected parcel owner shall be entitled to exercise any right or remedy available to them at law or in equity.

9. Miscellaneous Provisions.

(a) Choice Of Law. This instrument is to be governed and construed according to the laws of the State of Nevada.

(b) Venue. Venue for any dispute in connection herewith shall be exclusively in Douglas County, Nevada.


(c) Attorneys' Fees. If a parcel owner party hereto commences an action against another parcel owner to enforce any of the terms and conditions contained herein, or because of the breach by any parcel owner party hereto of the terms hereof, the prevailing party shall be entitled to receive attorneys' fees and costs of such action.

(d) Modification. This instrument may not be amended or modified except by a written document signed by the parcel owners party hereto.

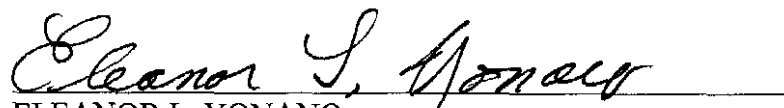
(e) Entire Agreement. This instrument constitutes the entire understanding between the parties and shall, as of the effective date hereof, supersede all other agreements, oral or written, of the parcel owners party hereto with regard to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year set forth herein.

DATED: December 18, 2003



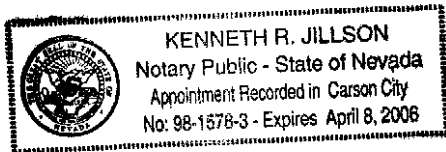
GEORGE L. YONANO



ELEANOR L. YONANO

STATE OF NEVADA)
 : SS
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on December 18, 2003 by GEORGE L. YONANO and ELEANOR L. YONANO.



[Handwritten Signature]
NOTARY PUBLIC

DATED: December 18, 2003

[Handwritten Signature: George L. Yonano]
GEORGE L. YONANO

[Handwritten Signature: Eleanor L. Yonano]
ELEANOR L. YONANO

STATE OF NEVADA)
 : SS
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on December 18, 2003 by GEORGE L. YONANO and ELEANOR L. YONANO.



[Handwritten Signature]
NOTARY PUBLIC

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HELLING & JILLSON, LTD.
ATTORNEYS AT LAW

December 18, 2003
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EXHIBIT "A"

DESCRIPTION
Access Easement
From Adjusted Lot 5 to Adjusted Lot 1

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A 15' wide strip of land being a portion of Section 15, Township 13 North, Range 18 East, M.D.M., Douglas County, Nevada, the centerline of said strip more particularly described as follows:

Commencing at the most Southwest corner of Adjusted Lot 1, Block C, Record of Survey, recorded as Document Number 493408 in Douglas County Records, said point lying on the Northerly Right-of-Way line of Ute Way on a circular curve having a radius of 575.00 feet and to which a radial line bears North 26°42'47" West;

thence Northeasterly along said Right-of-Way along a curve to the left 107.83 feet through a central angle of 10°44'42", having a chord of North 57°54'52" East 107.68 feet to the Point of Beginning;

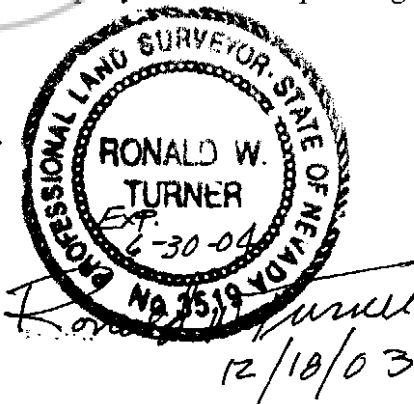
thence leaving said Right-of-Way line, North 81°31'40" West 50.33 feet;

thence North 66°13'14" West 28.77 feet to the Southern-most Westerly Boundary line of adjusted Lot 5, Block C, as shown on Record of Survey, Document Number 596448, as Recorded in the Official Records of Douglas County, Nevada.

The side lines of said strip being offset 7.5 feet parallel on both sides of said centerline and the sidelines of said strip being extended or shortened to intersect with said Northerly Right-of-Way line of Ute Way and Southern-most Westerly line of Adjusted Lot 5, Block C.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.
Land Surveying
P.O. Box 5067
Stateline, NV 89449



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EXHIBIT "B"

December 18, 2003

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DESCRIPTION
Access Easement
From Adjusted Lot 1 to Adjusted Lot 5

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A 15' wide strip of land being a portion of Section 15, Township 13 North, Range 18 East, M.D.M., Douglas County, Nevada, the centerline of said strip described as follows:

Commencing at the most Southwest corner of Adjusted Lot 1, Block C, Record of Survey, recorded as Document Number 493408 in Douglas County Records, said point lying on the Northerly Right-of-Way line of Ute Way on a circular curve having a radius of 575.00 feet and to which a radial line bears North 26°42'47" West;

thence Northeasterly along said Right-of-Way along a curve to the left 107.83 feet through a central angle of 10°44'42", having a chord of North 57°54'52" East 107.68 feet;

thence leaving said Right-of-Way line, North 81°31'40" West 50.33 feet;

thence North 66°13'14" West 28.77 feet to the Southern-most Westerly Boundary line of Adjusted lot 5, Block C, as shown on Record of Survey, Document Number 596448, as Recorded in the Official Records of Douglas County, Nevada, to the Point of Beginning;

thence North 66°13'14" West 1.09 feet;

thence North 48°03'47" West 33.59 feet;

thence North 26°26'43" West 25.94 feet;

thence North 03°21'36" West 17.74 feet;

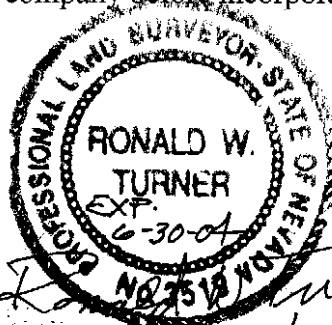
thence North 05°51'49" East 43.55 feet;

thence North 00°36'40" East 25.44 feet to the Northerly line of Parcel 2 as shown on Record of Survey, Document Number 596448, as Recorded in the Official Records of Douglas County, Nevada, said Northerly line having a bearing of North 35°35'28" East and a distance of 299.92 feet.

The side lines of said strip being offset 7.5 feet parallel on both sides of said centerline and the sidelines of said strip being extended or shortened to intersect with said southern-most Westerly boundary line of and said Adjusted lot 5, Block C, Northerly line of Adjusted lot 1, Block C

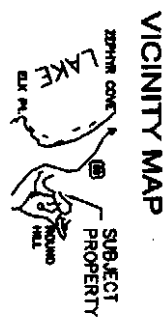
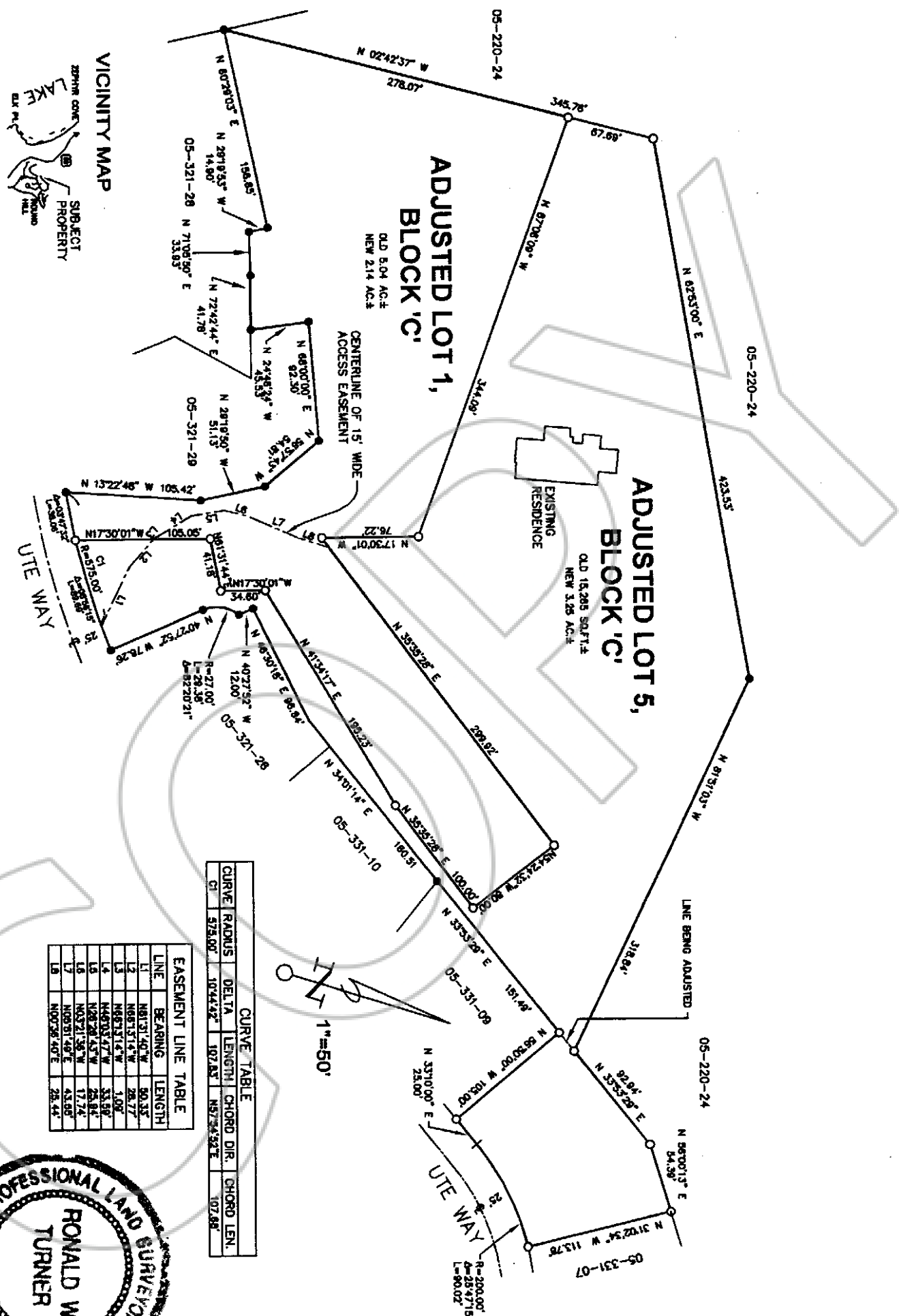
Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.
Land Surveying
P.O. Box 5067
Stateline, NV 89449



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**ADJUSTED LOT 1,
BLOCK 'C'**

OLD 5.04 AC ±
NEW 2.14 AC ±

**ADJUSTED LOT 5,
BLOCK 'C'**

EXISTING RESIDENCE

OLD 15.285 SQ.F.T. ±
NEW 3.28 AC ±

CENTERLINE OF 15' WIDE
ACCESS EASEMENT

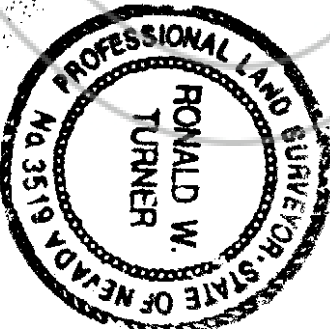
UTE WAY

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD DIR.	CHORD LEN.
C1	575.00'	104.472°	197.83'	N57.54.52"E	107.66'

EASEMENT LINE TABLE

LINE	BEARING	LENGTH
L1	N81.31.40"W	50.35'
L2	N81.31.47"W	28.77'
L3	N81.31.47"W	1.09'
L4	N46.03.47"W	33.59'
L5	N08.28.45"W	25.84'
L6	N03.21.37"W	17.74'
L7	N03.21.49"E	43.66'
L8	N00.38.40"E	28.44'



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