

REQUESTED BY
Laxague Livestock
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 AUG 12 PM 2:57

WERNER CHRISTEN
RECORDER

\$240 PAID CF DEPUTY

Recording Requested By:)
Joe Laxague, Esq.)
Andrae Jo Laxague)
)
When Recorded Mail To:)
P.O. Box 1047)
Gardnerville, Nevada 89410)
)
Mail Future Tax Statements To:)
John B. Laxague, Jr.)
P.O. Box 1047)
Gardnerville, Nevada 89410)
)

Space above for recorder's use

TERMINATION OF RIGHT OF INGRESS AND EGRESS

THIS TERMINATION OF RIGHT OF INGRESS AND EGRESS, dated August 10, 2004 for identification purposes only (this "Termination"), is made by John B. Laxague, Jr. and Andrae Jo (Jody) Laxague.

RECITALS

A. On or about November 17, 1986, Anita T. Stodieck and Lester L. Stodieck (the "Stodiecks") entered into an Agreement (the "Agreement") with John B. Laxague, Jr. and Andrae Jo (Jody) Laxague (the "Laxagues"). A true and correct copy of the Agreement is attached as Exhibit 1 hereto and is incorporated herein by reference. The Agreement has been recorded in the public records for Douglas County, Nevada as Instrument No. 147806 in Book 187 at Page 016.

B. Under the terms of the Agreement, the Laxagues granted the Stodiecks a non-exclusive right of ingress and egress for agricultural purposes (as defined in the Agreement) over certain real property owned by the Laxagues and more specifically described in Exhibit A to the Agreement.

C. Under the terms of the Agreement, the rights of ingress and egress for agricultural purposes granted to the Stodiecks therein are terminated upon commercial, industrial or residential construction on certain real property then owned by the Stodiecks and more specifically described in Exhibit B to the Agreement.

D. Residential construction has taken place and continues to take place on the real property described in Exhibit B to the Agreement. In addition, a public park has also been constructed on the real property described in Exhibit B to the Agreement.

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NOW, THEREFORE, the Laxagues hereby acknowledge and declare that the right of ingress and egress granted to the Stodiecks under the terms of the Agreement is terminated and that, pursuant to the terms of the agreement, any interest the Stodiecks may have in the real property described in Exhibit A and Exhibit C to the Agreement is released to the Laxagues and to their heirs, successors, and assigns.

IN WITNESS WHEREOF, I execute this Termination this 12 day of Aug, 2004.

John B. Laxague, Jr.
JOHN B. LAXAGUE, JR.

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On this 12th day of August, 2004, personally appeared before me, a Notary Public, John B. Laxague, Jr., personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that she executed the same for purposes therein stated.

MAUREEN R. LOWE
Notary Public - State of Nevada
Appointment Number 01-67929-5
My Appt. Expires April 16, 2005

Maureen R. Lowe
NOTARY PUBLIC

IN WITNESS WHEREOF, I execute this Termination this 12 day of August, 2004.

Andrae Jo (Judy) Laxague
ANDRAE JO LAXAGUE

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On this 12th day of August, 2004, personally appeared before me, a Notary Public, Andrae Jo Laxague, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that she executed the same for purposes therein stated.

MAUREEN R. LOWE
Notary Public - State of Nevada
Appointment Number 01-67929-5
My Appt. Expires April 16, 2005

Maureen R. Lowe
NOTARY PUBLIC

COPY

EXHIBIT 1

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AGREEMENT

THIS INDENTURE, made this 17th day of Nov., 1986,
by and between LESTER L. STODIECK and ANITA T. STODIECK, his
wife, First Parties, sometimes hereinafter referred to as
"STODIECKS", and JOHN LAXAGUE and JODY LAXAGUE, Second Parties,
sometimes hereinafter referred to as "LAXAGUES".

W I T N E S S E T H:

LAXAGUES hereby grant, bargain and sell to STODIECKS a
non-exclusive right of ingress and egress for agricultural
purposes as more particularly described herein over and across
that certain real property situate in the State of Nevada, County
of Douglas and more particularly described in Exhibit "A" at-
tached hereto and incorporated herein by this reference.

"Agricultural purposes" as used in this agreement means
activities directly related to the cultivation of crops on
STODIECKS' property located in the State of Nevada, County of
Douglas and more particularly described in Exhibit "B" attached
hereto and incorporated herein by this reference. "Agricultural
purposes" include the movement of swathers, harrowbeds and
pick-up trucks and other appropriate agricultural equipment
incidental to STODIECKS' crops at such times as are reasonably
necessary. "Agricultural purposes" also includes maintenance of
STODIECKS' existing irrigation ditch. STODIECKS may grant
permission to contractors, agents and employees in connection
with the rights set forth herein. However, these rights do not
extend to ingress or egress by visitors or guests of STODIECKS.
"Agricultural purposes" specifically excludes the use of said
property described in Exhibit "A", for the movement of horses or

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A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
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A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
850 SOUTH MAIN STREET AVENUE
RENO, NEVADA 89501

1 other livestock by STODIECKS or persons acting through STODIECKS.
2 The rights granted hereby specifically preclude ingress or egress
3 or other use for commercial, industrial or residential purposes
4 in connection with STODIECKS' real property described in Exhibit
5 "B". The rights granted herein shall terminate upon the cessa-
6 tion of agricultural activities on the real property described on
7 Exhibit "B" or upon commercial, industrial or residential con-
8 struction on the real property described on Exhibit "B", whichev-
9 er shall first occur. Upon termination, STODIECKS agree to
10 execute and deliver any and all instruments reasonably required
11 by LAXAGUE to evidence termination.

12 It is agreed that by February 1, 1987, LAXAGUES will
13 remove the existing fence running parallel to LAXAGUES' western
14 boundary. The removal of said existing fence shall be at the
15 sole expense of LAXAGUES. It is also agreed that LAXAGUES shall
16 have the right to build a fence along the line westernmost
17 described in Exhibit "A". Such new fence shall be constructed
18 and maintained at the sole expense of LAXAGUES, except STODIECKS
19 shall have the right to place a gate within said fence at
20 STODIECKS' sole expense. STODIECKS shall have the right to lock
21 said gate in the new fence and no access through said gate is
22 granted to LAXAGUES by virtue of this agreement.

23 LAXAGUES shall have the right to gate across the
24 northernmost and southernmost portions of the real property
25 described in Exhibit "A", provided, however, that STODIECKS shall
26 be provided all necessary keys to permit ingress and egress
27 through any such gate or gates, and provided further that the
28 gates are free swinging and provide an opening of not less than

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1 twenty feet. Such gate or gates as described in this paragraph
 2 shall be constructed and maintained at the expense of LAXAGUES.
 3 STODIECKS agree to keep any gates set forth in this
 4 agreement closed and locked, except at such times as the equip-
 5 ment and vehicles as contemplated herein are passing through such
 6 gated areas. The parties recognize that the failure to keep any
 7 of the gates closed and secured may result in losses to LAXAGUES'
 8 livestock and other possible damages. The parties agree to
 9 utilize a double lock system. The dirt road that will be within
 10 the real property described in Exhibit "A" shall at all times be
 11 a private road subject to the rights granted herein in favor of
 12 STODIECKS, and such other rights as LAXAGUES have granted or may
 13 from time to time grant to third parties in connection with the
 14 real property described in Exhibit "A". STODIECKS shall not be
 15 responsible for the cost of maintaining said private dirt road.
 16 The responsibility for the maintenance of said private road shall
 17 be the responsibility of LAXAGUES, their agents or assigns.
 18 STODIECKS hereby indemnify and hold harmless LAXAGUES
 19 for any damages, attorneys' fees or costs arising from injuries
 20 to persons or property occasioned by the use of the real property
 21 described in Exhibit "A" by STODIECKS or parties acting through
 22 STODIECKS. Said indemnity and hold harmless shall not extend to
 23 damages to the extent occasioned by the negligence of LAXAGUES.
 24 LAXAGUES hereby remise, release and forever QUITCLAIM
 25 unto STODIECKS, and to their heirs and assigns forever, all their
 26 right, title and interest in any prescriptive rights which they
 27 may possess within the real property described on Exhibit "B".
 28 STODIECKS hereby remise, release and forever QUITCLAIM unto

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A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
890 SOUTH ARLINGTON AVENUE
RENO, NEVADA 89501

1 LAXAGUES, and to their heirs and assigns forever, all their
2 right, title and interest in any prescriptive rights which they
3 may possess within the real property described on Exhibit "C".
4 All rights of STODIECKS in connection with the real property
5 described in Exhibit "C" shall be as set forth in this agreement.

6 Subject to the terms and conditions hereof, the rights
7 granted unto LESTER L. STODIECK and ANITA T. STODIECK are hereby
8 vested in joint tenancy with right of survivorship and to their
9 heirs and assigns forever and said rights are subject to the
10 responsibilities set forth herein. Subject to the terms and
11 conditions hereof, the rights granted unto JOHN B. LAXAGUE and
12 ANDRAE J. LAXAGUE are hereby vested in joint tenancy with right
13 of survivorship and to their heirs and assigns forever, subject
14 to the responsibilities set forth herein.

15 At the time of this agreement, LAXAGUES are awaiting
16 delivery of a deed from G. P. Trucking Co., a California corpora-
17 tion, in connection with vesting title in LAXAGUES of record to a
18 portion of the real property described in Exhibit "A". The
19 rights and responsibilities of the parties under this agreement
20 are conditioned upon LAXAGUES receiving and recording said deed
21 by February 1, 1987, which will vest, of record, all of the real
22 property described in Exhibit "A" in LAXAGUES.

23 The parties agree that that certain lawsuit in the
24 Ninth Judicial District Court of the State of Nevada, In and For
25 the County of Douglas, Case Number 17134, entitled LESTER L.
26 STODIECK and ANITA STODIECK, Husband and Wife, Plaintiffs, v.
27 JOHN B. LAXAGUE and ANDRAE J. LAXAGUE, Husband and Wife, Defen-
28 dants, shall be dismissed with prejudice with each side to bear

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its own attorneys' fees and costs.

This agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

Lester L. Stodieck
LESTER L. STODIECK

Anita T. Stodieck
ANITA T. STODIECK

John Laxague
JOHN LAXAGUE, also known as
JOHN B. LAXAGUE

Andrae J. Laxague
JODY LAXAGUE, also known as
ANDRAE J. LAXAGUE

STATE OF NEVADA)
COUNTY OF Douglas) : SS.

On this 17th day of November, 1986, personally appeared before me, a Notary Public, LESTER L. STODIECK and ANITA T. STODIECK, who acknowledged to me that they executed the foregoing instrument.

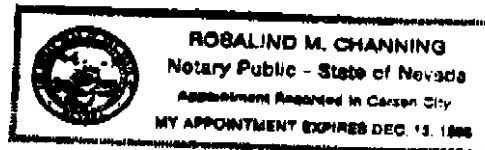
Lester L. Stodieck
NOTARY PUBLIC



STATE OF NEVADA)
COUNTY OF DOUGLAS) : SS.

On this 17th day of November, 1986, personally appeared before me, a Notary Public, JOHN LAXAGUE and JODY LAXAGUE, who acknowledged to me that they executed the foregoing instrument.

Frederick M. Channing
NOTARY PUBLIC



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EXHIBIT "A"

Said real property is 30 feet in width; the western boundary of said easement runs along the NW & SW 1/16 Section Line, of Section 34, T. 13N., R. 20E., M.D.B.M., as established by Document Number 142028, filed for record 2nd day of October 1986, Book 1086, page 169 of the Official Records of Douglas County, Nevada, and designated in Detail "B" of said document;

Beginning at the center West 1/16 corner of said Section 34 and thence running S 00° 01' 39" W. 647.50 feet to a point;

Beginning again at the center W. 1/16 corner of said Section 34 and thence running N. 00° 01' 39" E. for a distance of 19.52 feet to a point.

The total length of the easement to be 667.02 feet.

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EXHIBIT "A"

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BOOK 187 PAGE 021

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EXHIBIT "B"

NW 1/4 of SW 1/4; SW 1/4 of SW 1/4 of Section 34, T. 13 N., R. 20 E., M.D.B. & M.

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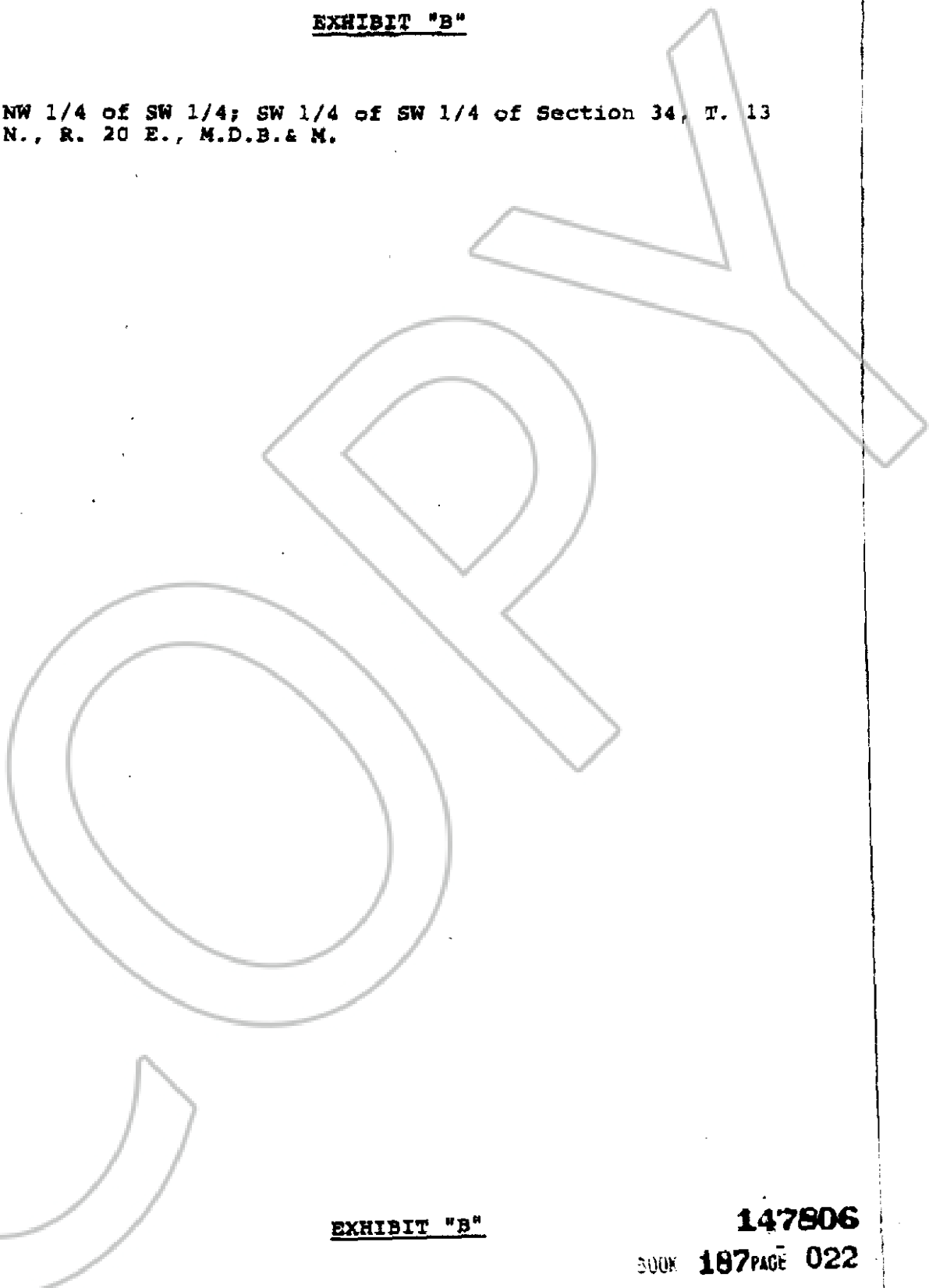


EXHIBIT "B"

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BOOK 187 PAGE 022

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A portion of the West 1/2 and the Southwest 1/4 of Section 34, Township 13 North, Range 20 East, MDB&M, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the center West one-sixteenth corner of said Section 34 which bears N 00° 01' 39" E., 2648.30 feet from the West one-sixteenth corner of Section 34 of said Township and Range, and Section 3 of Township 12 North, Range 20 East, MDB&M, being a Douglas County brass cap in a street wall in the centerline of Toler Lane;

thence N. 00° 01' 42" E., along the Northwest one-sixteenth line of said Section 34, 19.52 feet;

thence S. 89° 37' 43" E., 1298.52 feet to North East corner of Parcel 28 as shown on the Laxague and Decker Parcel Map, Document 57977 of the Douglas County Recorder's Office;

thence S. 09° 12' 03" E. 144.48 feet to a point

thence S. 19° 04' 28" E. along the westerly Orchard Road easement line 647.51 feet to a point

thence S. 89° 42' 02" W. 227.36 feet to a point

thence N 00° 33' 25" W. 92.65 feet to a point

thence N. 39° 48' 06" W. 1305.27 feet to a point on the Southwest one-sixteenth line of said Section 34;

thence N. 00° 01' 39" E., along said Southwest one-sixteenth corner of said Section 34 to a point and The True Point of Beginning.

Containing 21.665 acres, more or less.

REQUESTED BY
Canon B9841 et al
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

EXHIBIT "C"

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SUZANNE BEAUVEREAU
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