

DOC # 0648715  
07/05/2005 04:14 PM Deputy: GB  
**OFFICIAL RECORD**  
Requested By:  
FIRST AMERICAN TITLE COMPANY

Assessor's Parcel Number: 1220-31-001-015

Recording Requested By:

Name: Shannon Pitts, trustee  
Sierra Holdings Group

Address: 21001 San Ramon Valley Blvd.

City/State/Zip San Ramon, CA 94583

R.P.T.T.: \_\_\_\_\_

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 9 Fee: 22.00  
BK-0705 PG- 1676 RPIT: 0.00



**Driveway Maintenance Agreement**

(Title of Document)

This document is signed in counterpart and made one document

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMODATION ONLY. NO LIABILITY, EXPRESS OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS EFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

FIRST AMERICAN TITLE CO.

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

C:\bc docs\Cover page for recording

## Driveway Maintenance Agreement

THIS AGREEMENT MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY OF, JULY, 2005, BY AND BETWEEN THE UNDERSIGNED PARTIES REGARDING THE REPAIR AND MAINTENANCE OF A RIGHT OF WAY, EASEMENT AND PRIVATE DRIVEWAY ("DRIVEWAY"), IS PROVIDED AND AGREED TO IN REGARD TO THE FOLLOWING DESCRIBED PROPERTY:

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

A strip of land for private driveway access, ingress, egress and utility easement purposes located within a portion of Section 31, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northwest corner of parcel 3B, as shown on the Parcel Map filed on May 1, 2002 as Document 541118, in the office of the Recorder, Douglas County, Nevada, a 5/8" rebar with plastic cap PLS 11172;

Thence along the common line of Parcel 3A and Parcel 3B as shown on said Parcel Map, South 00°10'12" East, 46.47 feet to the point of beginning;

Thence South 17°31'26" East, 33.53 feet;

Thence South 00°10'12" East, 335.05 feet;

Thence South 89°49'48" West, 20.00 feet;

Thence North 00°10'12" West, 332.00 feet to a point on a 20-foot wide private access easement per said Parcel Map;

Thence along said 20-foot wide private access easement the following courses:

South 17°31'26" East, 33.53 feet;

North 00°10'12" West, 67.05 feet to the point of beginning, containing 6,671 square feet, more or less.

The Basis of Bearing of this description is the south line of Fairview Lane as shown on the said Parcel Map. A plat of said Driveway is attached hereto as Exhibit A.

NOW, THEREFORE, THE PARTIES MAKE AND ENTER INTO THE FOLLOWING AGREEMENT AS TO THE EASEMENT AND FOR THE REPAIR AND MAINTENANCE OF SAID DRIVEWAY LOCATED ON SAID EASEMENT:



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1. The Parties shall share equally in the repair and maintenance of the Driveway, and any grantee who accepts the Deed to either Parcel 3A and 3B, above described, shall be deemed conclusively to have accepted the terms and conditions of this Agreement as a condition precedent to the acceptance of such Deed;

2. The terms improvement, repair and maintenance, as used herein, is defined to include, the routine filling of holes, gaps or voids in the surface of the Driveway, re-gravelling, seal coating or resurfacing of the Driveway, the cleaning and re-contouring of any appurtenant drainage system, the stabilization of any cut or fills and the removal of weeds and brush from the Easement;

3. Any additional repairs or maintenance deemed necessary or advisable, but not included within the repairs or maintenance specified above, shall not be undertaken except with the express written consent of each of the parties and an assumption by each, in writing, of a proportionate share of financial liability for the cost of such additional repairs or maintenance;

4. Notwithstanding paragraph 3 above, annual repair fees shall be capped at \$1,500 per Party per calendar year;

5. Each owner will be responsible for the maintenance of their respective irrigation ditches at their own expense;

6. The speed limit on the driveway shall be 15 miles per hour;

7. In the event of any dispute regarding the necessity or scope of repairs and/or maintenance, or the cost thereof, then the provisions of Nevada Revised Statutes regarding arbitration shall apply (by construing the references therein to "agreement" to refer to this Agreement). Any owner of the Driveway, or any owner of the land to which the Easement is attached, may apply to a Court in Douglas County, Nevada, that has jurisdiction over the amount in controversy for the appointment of an impartial arbitrator to apportion the cost. The application may be made before, during or after performance of the maintenance work. If the arbitration award is not acceptable by all of the owners, the court may enter a judgment determining the proportionate liability of each owner. The judgment may be enforced as a money judgment by any party against any other



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party to the action. The prevailing party shall be entitled to a reasonable attorney fee and costs;

8. Widening of the road or modification of the easement shall not be allowed. No further encroachment shall occur upon either property without prior written consent of both parties.

9. The provisions of this Agreement shall bind each party's heirs, successors and assigns.

By witness of the signatures below, each party agrees to the foregoing:

Palmer Robert Knapp  
PALMER ROBERT KNAPP,  
Trustee of the Knapp  
Family Living Trust

Dated this 5 day of July, 2005

Barbara Joan Knapp  
BARBARA JOAN KNAPP,  
Trustee of the Knapp  
Family Living Trust

Dated this 5 day of July, 2005

\_\_\_\_\_  
SHANNON V. PITTS,  
Trustee of the Sierra  
Holdings Group

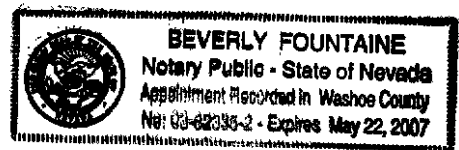
Dated this \_\_\_\_\_ day of July, 2005

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

On July 5, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared PALMER ROBERT KNAPP and BARBARA JOAN KNAPP, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the above instrument.

WITNESS my hand and official seal.

*[Handwritten signature of Beverly Fountaine]*



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## Driveway Maintenance Agreement

THIS AGREEMENT MADE AND ENTERED INTO THIS <sup>5<sup>th</sup></sup> DAY OF, JULY, 2005, BY AND BETWEEN THE UNDERSIGNED PARTIES REGARDING THE REPAIR AND MAINTENANCE OF A RIGHT OF WAY, EASEMENT AND PRIVATE DRIVEWAY ("DRIVEWAY"), IS PROVIDED AND AGREED TO IN REGARD TO THE FOLLOWING DESCRIBED PROPERTY:

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Thence South 17°31'26" East, 33.53 feet;

Thence South 00°10'12" East, 335.05 feet;

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The Basis of Bearing of this description is the south line of Fairview Lane as shown on the said Parcel Map. A plat of said Driveway is attached hereto as Exhibit A.

NOW, THEREFORE, THE PARTIES MAKE AND ENTER INTO THE FOLLOWING AGREEMENT AS TO THE EASEMENT AND FOR THE REPAIR AND MAINTENANCE OF SAID DRIVEWAY LOCATED ON SAID EASEMENT:



1. The Parties shall share equally in the repair and maintenance of the Driveway, and any grantee who accepts the Deed to either Parcel 3A and 3B, above described, shall be deemed conclusively to have accepted the terms and conditions of this Agreement as a condition precedent to the acceptance of such Deed;

2. The terms improvement, repair and maintenance, as used herein, is defined to include, the routine filling of holes, gaps or voids in the surface of the Driveway, re-gravelling, seal coating or resurfacing of the Driveway, the cleaning and re-contouring of any appurtenant drainage system, the stabilization of any cut or fills and the removal of weeds and brush from the Easement;

3. Any additional repairs or maintenance deemed necessary or advisable, but not included within the repairs or maintenance specified above, shall not be undertaken except with the express written consent of each of the parties and an assumption by each, in writing, of a proportionate share of financial liability for the cost of such additional repairs or maintenance;

4. Notwithstanding paragraph 3 above, annual repair fees shall be capped at \$1,500 per Party per calendar year;

5. Each owner will be responsible for the maintenance of their respective irrigation ditches at their own expense;

6. The speed limit on the driveway shall be 15 miles per hour;

7. In the event of any dispute regarding the necessity or scope of repairs and/or maintenance, or the cost thereof, then the provisions of Nevada Revised Statutes regarding arbitration shall apply (by construing the references therein to "agreement" to refer to this Agreement). Any owner of the Driveway, or any owner of the land to which the Easement is attached, may apply to a Court in Douglas County, Nevada, that has jurisdiction over the amount in controversy for the appointment of an impartial arbitrator to apportion the cost. The application may be made before, during or after performance of the maintenance work. If the arbitration award is not acceptable by all of the owners, the court may enter a judgment determining the proportionate liability of each owner. The judgment may be enforced as a money judgment by any party against any other



party to the action. The prevailing party shall be entitled to a reasonable attorney fee and costs;

8. Widening of the road or modification of the easement shall not be allowed. No further encroachment shall occur upon either property without prior written consent of both parties.

9. The provisions of this Agreement shall bind each party's heirs, successors and assigns.

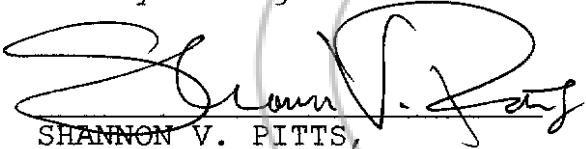
By witness of the signatures below, each party agrees to the foregoing:

\_\_\_\_\_  
PALMER ROBERT KNAPP,  
Trustee of the Knapp  
Family Living Trust

Dated this \_\_\_\_ day of July, 2005

\_\_\_\_\_  
BARBARA JOAN KNAPP,  
Trustee of the Knapp  
Family Living Trust

Dated this \_\_\_\_ day of July, 2005

  
\_\_\_\_\_  
SHANNON V. PITTS,  
Trustee of the Sierra  
Holdings Group

Dated this 5<sup>th</sup> day of July, 2005

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF DOUGLAS        )

On July \_\_\_\_, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared PALMER ROBERT KNAPP and BARBARA JOAN KNAPP, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the above instrument.

WITNESS my hand and official seal.






NOTARY PUBLIC  
STATE OF NV  
COUNTY OF Douglas ss.

On July 5, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared SHANNON V. PITTS, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the above instrument.

WITNESS my hand and official seal.

  
NOTARY PUBLIC

