

53

DOC # 0651473
08/05/2005 02:39 PM Deputy: KLJ

OFFICIAL RECORD

Requested By:
FRED GREENSPAN

Assessor's Parcel Number: _____

Recording Requested By:

Name: Fred Greenspan

Address: Box 304

City/State/Zip Glenbrook NV 89413

Real Property Transfer Tax: _____

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 15 Fee: 53.00
BK-0805 PG- 2953 RPTT: 0.00



Easement Agreement
(Title of Document)

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

EASEMENT AGREEMENT

THIS AGREEMENT is entered into and made effective this 15th day of June, 2000, by and between MATTHEW A. GOHD, FRANN SETZER GOHD, EDWARD W. SCRIPPS and CHRISTY L. SCRIPPS (the "Gohds/Scripps") and FRED GREENSPAN and KIM GREENSPAN, husband and wife (the "Greenspans"), Post Office Box 304, Glenbrook, Nevada 89413.

The terms and conditions of this Agreement shall be as follows:

1. Grant of Easement. Gohds/Scripps hereby grant a non-exclusive, irrevocable and perpetual easement to the Greenspans, their heirs, successors and assigns, in, under and along the westerly ten (10') feet of the following described land lying north of the currently existing sewer line located in the County of Douglas, State of Nevada, to wit:

Commencing at the West quarter corner of Section 3, Township 14 North, Range 18 East, M.D.B.&M., marked on the ground by a two-inch pipe in a mound of stone; thence South 89°21' East along the "East-West centerline of said Section 3, a distance of 1,312.03 feet to a two-inch pipe at the Northeast corner of the parcel of land described in the Deed to W.J. Harris recorded in Book U, Page 89, Deed of Records; thence South 0°39' East along the Eastern line of Harris Parcel 1109.03 feet; thence South 75°08'50" West 273.07 feet to the True Point of Beginning; thence South 36°16'40" West, 211.95 feet; thence South 20°49'40" West, 28.11 feet; thence South 503.72 feet to Meander Line of Lake Tahoe; thence North 67°50' East along said meander line of Lake Tahoe 146.22 feet to line drawn South from the True Point of Beginning; thence North 645.70 feet to the True Point of Beginning. Situate in Lot 3 of said Section.

Excepting therefrom all that portion of the above-described parcel lying Northerly of the South right-of-way line for Lands End Drive as said Lands End Drive is described in the finding of fact, conclusion of law and judgment quieting title to right-of-way recorded December 22, 1993, in Book 1293, Page 5041, as Document No. 325772.

The purpose of such easement shall be for a right-of-way ten (10) feet in width to be used for unlimited ingress and egress to property for the construction, operation and maintenance of the utility lines within such easement, including sewer, in, under and across the said property.

Together with the right and privilege to construct, install, reconstruct, inspect, alter, improve, remove or relocate such utility lines, within the right-of-way above described, with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the above-mentioned purposes, including the right to cut and keep clear all trees and undergrowth and other obstructions within said easement and also including the right of ingress and egress over adjoining lands of Grantor for the purpose of exercising the easement herein granted.

The Gohds/Scripps, however, reserve specifically the right and privilege to use the surface of the above-described easement for all other purposes, except as herein granted or as might otherwise interfere with Greenspans use, occupation or enjoyment thereof, or as might cause a hazardous condition. No building, structure or obstruction shall be located or constructed on said right-of-way by Gohds, their successors or assigns.

The rights granted in this Agreement do not limit or modify in any manner the rights as set forth in the Grant, Bargain and Sale Deed, recorded in the records of Douglas County, Nevada, on April

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28, 1995, as Document No. 361127, or in the Agreement recorded in the records of Douglas County, Nevada, on July 14, 1995, as Document No. 366095.

2. Consideration. As consideration for said easement, the Greenspans will pay Gohds/Scripps the sum of Ten Dollars (\$10.00) and other valuable consideration.

3. Expenses. Greenspans shall pay all expenses related to the installation use and maintenance of the utility lines.

4. Description of Property Affected. This Agreement relates to and is specifically intended to affect and benefit the property owner by the Gohds/Scripps and the Greenspans, more particularly described as follows:

(a) Gohds/Scripps' property - Douglas County Assessor's Parcel Number 01-020-17.

(b) Greenspans' property - Douglas County Assessor's Parcel Number 01-020-16.

5. Recordation of Agreement. The parties specifically intend and agree that this Agreement may be recorded in the Office of the Douglas County Recorder to ensure that the terms hereof become public record and bind the respective properties and parties, their heirs, successors and assigns.

6. Miscellaneous.

(a) Time. Time is of the essence of this Agreement and in the performance and enforcement of each of the promises, covenants, representations and warranties of the parties contained herein. For the purpose of computing any period of time prescribed herein or relating hereto, the first day shall be excluded. If the period of time is six (6) days or more, weekends and public holidays shall

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be included. An act required to be performed on a day shall be performed at or before the close of business on such day. If an act is required to be performed on a certain day and such day is not a regular business day, the time of performance or measurement shall be extended to and including the next regular business day.

(b) Entire Agreement. This Agreement constitutes the entire agreement of the parties and all prior rights, negotiations and representations are merged herein.

(c) Binding Effects. This Agreement shall insure to the benefit of, and be binding upon, the parties and their several successors in interest in any capacity.

(d) Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Nevada. Venue to be Douglas County.

(e) Notices. Any notice or notices which any party hereto deems necessary, useful or convenient to give to any other party or parties hereto, any time and from time to time, shall be in writing and shall be personally served upon or mailed to the parties at the following addresses:

To Scripps:

To Greenspans: Post Office Box 304
Glenbrook, Nevada 89413

(f) Attorneys' Fees and Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that

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action or proceeding, in addition to any other relief to which he may be entitled.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to constitute but one and the same instrument.

(h) Captions. Article and paragraph captions contained in this Agreement are inserted only as a matter of convenience and reference. Said captions shall not be construed to define, limit, restrict, extend or described this Agreement or the intent of any provision hereof.

(i) Gender and Number. Whenever used in this Agreement and as required by the context of the transaction, the single number shall include the plural, the plural number shall include the singular, and masculine gender shall include the feminine and neuter.

(j) Form of Association. As required by the context, the term "person" shall include individuals, partnerships, limited partnerships, corporations, estates and trusts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By: _____
MATTHEW A. GOHD

By: _____
FRED GREENSPAN

By: _____
FRANN SETZER GOHD

By: Kim Greenspan
KIM GREENSPAN

BY: _____
EDWARD W. SCRIPPS

BY: _____
CHRISTY L. SCRIPPS



STATE OF ~~NEVADA~~)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2005, personally appeared before me, a notary public, Matthew A. Gohd and _____, personally known to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.

Notary Public

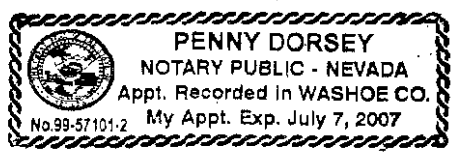
STATE OF ~~NEVADA~~)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2005, personally appeared before me, a notary public, Edward W. Scripps and Christy L. Scripps, personally known to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.

Notary Public

STATE OF NEVADA)
 CARSON City) ss:
COUNTY OF ~~DOUGLAS~~)

On this 4th day of AUGUST, 2005, personally appeared before me, a notary public, _____ Kim Greenspan, personally known to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.



Penny Dorsey
Notary Public

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action or proceeding, in addition to any other relief to which he may be entitled.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to constitute but one and the same instrument.

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(j) Form of Association. As required by the context, the term "person" shall include individuals, partnerships, limited partnerships, corporations, estates and trusts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By: _____
MATTHEW A. GOHD

By: _____
FRED GREENSPAN

By: Prann Setzer - Gohd
FRANN SETZER GOHD

By: _____
KIM GREENSPAN

BY: _____
EDWARD W. SCRIPPS

BY: _____
CHRISTY L. SCRIPPS

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~~California~~
STATE OF NEVADA)

)ss.

COUNTY OF San Diego,

This instrument was acknowledged before me on August 4th 2005, by Fraun setzer Gold who acknowledged to me that She executed the attached document freely and voluntarily for the purposes therein described.



(seal)

Kenneth C. Shook
Notary Public

My Commission Expires: 2/5/2009

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action or proceeding, in addition to any other relief to which he may be entitled.

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(j) Form of Association. As required by the context, the term "person" shall include individuals, partnerships, limited partnerships, corporations, estates and trusts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By: Matthew A. Gohd
MATTHEW A. GOHD

By: _____
FRED GREENSPAN

By: _____
FRANN SETZER GOHD

By: _____
KIM GREENSPAN

BY: _____
EDWARD W. SCRIPPS

BY: _____
CHRISTY L. SCRIPPS

New York

STATE OF ~~NEVADA~~)

COUNTY OF New York) SS:

On this 4th day of August, 2005, personally appeared before me, a notary public, Matthew A. Gohd and ~~_____~~, personally known to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.

ELAINE K. RIZARRY
Notary Public, State of New York
No. 011R8078278
Qualified in Kings County
Commission Expires 07/29/2006

Elaine K. Rizarry

Notary Public

STATE OF ~~NEVADA~~)

COUNTY OF _____) SS:

On this _____ day of _____, 2005, personally appeared before me, a notary public, Edward W. Scripps and Christy L. Scripps, personally known to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.

Notary Public

STATE OF NEVADA)

COUNTY OF DOUGLAS) SS:

On this _____ day of _____, 2005, personally appeared before me, a notary public, Fred Greenspan and Kim Greenspan, personally known to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.

Notary Public



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action or proceeding, in addition to any other relief to which he may be entitled.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to constitute but one and the same instrument.

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(j) Form of Association. As required by the context, the term "person" shall include individuals, partnerships, limited partnerships, corporations, estates and trusts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By: _____
MATTHEW A. GOHD

By: _____
FRED GREENSPAN

By: _____
FRANN SETZER GOHD

By: _____
KIM GREENSPAN

By: *Edward W. Scripps*
EDWARD W. SCRIPPS

By: *Christy L. Scripps*
CHRISTY L. SCRIPPS

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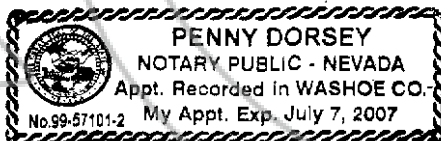
STATE OF ~~NEVADA~~)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2005, personally appeared before me, a notary public, Matthew A. Gohd and _____, personally known to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.

Notary Public

STATE OF ~~NEVADA~~)
) ss:
COUNTY OF Carson)

On this 3rd day of Aug., 2005, personally appeared before me, a notary public, Edward W. Scripps and Christy L. Scripps, personally known to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.



Penny Dorsey
Notary Public

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On this ____ day of _____, 2005, personally appeared before me, a notary public, Fred Greenspan and Kim Greenspan, personally known to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.

Notary Public



action or proceeding, in addition to any other relief to which he may be entitled.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to constitute but one and the same instrument.

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By: _____
MATTHEW A. GOHD

By: Fred Greenspan
FRED GREENSPAN

By: _____
FRANN SETZER GOHD

By: _____
KIM GREENSPAN

BY: _____
EDWARD W. SCRIPPS

BY: _____
CHRISTY L. SCRIPPS



STATE OF NEVADA)
) ss:
*COUNTY OF _____)

On this ____ day of _____, 2005, personally appeared before me, a notary public, Matthew A. Gohd and _____, personally known to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.

Notary Public

STATE OF NEVADA)
) ss:
COUNTY OF _____)

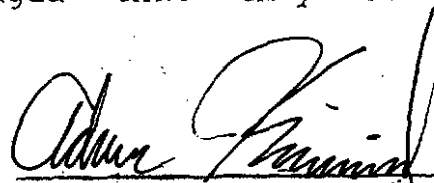
On this ____ day of _____, 2005, personally appeared before me, a notary public, Edward W. Scripps and Christy L. Scripps, personally known to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.

Notary Public

STATE OF NEVADA)
) ss:
COUNTY OF ~~DOUGLAS~~ ^{Washoe AK})

On this 4 day of August, 2005, personally appeared before me, a notary public, Fred Greenspan and ~~Rita Greenspan~~, personally known to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.

ADAM KINCAID
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No. 04-88051-2 - Expires February 12, 2008



Notary Public

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