

OFFICIAL RECORD

Requested By:

ROWE & HALES

RECORDED AT REQUEST OF:

James and Sharla Hales
883 Mahogany Drive
Minden, NV 89423

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 5 Fee: 18.00
BK-0606 PG-00944 RPTT: 0.00



WHEN RECORDED MAIL TO:

James and Sharla Hales
883 Mahogany Drive
Minden, NV 89423

EASEMENT AGREEMENT

Agreement made, effective as of September 15, 2005, by and between John and Joni Wahl, of 881 Mahogany Drive, Town of Minden, County of Douglas, State of Nevada, herein referred to as "Grantors", and Jim and Sharla Hales, of 883 Mahogany Drive, Town of Minden, County of Douglas, State of Nevada, here referred to as "Grantees."

The parties recite and declare as follows:

A. Grantors are the owner of certain real property commonly known as 881 Mahogany Drive, Town of Minden, County of Douglas, State of Nevada, herein referred to as the servient tenement, and more particularly described as follows:

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

A Parcel of land located within a portion of the Southwest 1/4 of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follow:

PARCEL 2 as set forth on Parcel Map 97-019 for Westwood Village No. 5 filed in the Office of the County Recorder of Douglas County, State of Nevada on October 22, 1998, in Book 1098, Page 4281, as Document No. 452225.

A Portion of A.P.N. 1320-30-411-001

B. Grantees are the owners of certain real property commonly knows as 883 Mahogany Drive, Town of Minden, County of Douglas, State of Nevada, herein referred to as the dominant tenement, and more particularly described as follows:

A parcel of land located within a portion of the Southwest 1/4 of Section 30, Township 13, North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Parcel 3, as set forth on Parcel Map 97-019 for Westwood Village No. 5, Filed in the office of the County Recorder of Douglas County, State of Nevada, on October 22, 1998, in Book 1098, Page 4281, as Document No. 452225.

Assessor's Parcel Number: 1320-30-411-008.

C. Grantee desires to acquire certain rights in the servient tenement.

In consideration of the above recitals and the terms and covenants of this agreement, the parties agree as follows:

**SECTION ONE
GRANT OF EASEMENT**

In consideration of the payment of \$10.00, and other good and valuable consideration from Grantee, receipt of which is acknowledged, Grantors grant to Grantees an easement as described below.

**SECTION TWO
CHARACTER OF EASEMENT**

The easement granted in this instrument is appurtenant to the dominant tenement.

**SECTION THREE
DESCRIPTION OF EASEMENT**

The easement granted in this instrument is a right of scenic view towards the south and west from the dominant tenement across the southeast portion of the servient tenement.

**SECTION FOUR
LOCATION OF EASEMENT**

A. The view easement is located as follows: that airspace located above a horizontal plane, which plane is located four (4) feet above a triangle portion of the southeast corner of the backyard of the Grantors. These three points form the triangle:

1. The southern most point of the boundary between the dominant and servient tenements;



2. The point on the southern lot line of the servient tenement which is forty feet (40') west of the southernmost point of the boundary between the dominant and servient tenements; and,

3. The point on the boundary between the dominant and servient tenements which is fifty-five feet (55') east of the southernmost point of the boundary between the dominant and servient tenements.

**SECTION FIVE
RESTRAINTS IMPOSED BY EASEMENT**

The view easement granted by this instrument imposes the following restrictions on the future use and enjoyment of this servient tenement to prevent the impairment or destruction of the view through the easement: No vegetation, structures, or other objects will be allowed to encroach into the above-described view easement.

**SECTION SIX
TERMINATION**

The easement, rights, and privileges granted under this instrument shall cease and terminate on any substantial and permanent change of condition in the dominant tenement, whereby the view is no longer desirable as determined by the owners of the dominant estate in their complete discretion.

**SECTION SEVEN
ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

**SECTION EIGHT
BINDING EFFECT**

This agreement shall bind an inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

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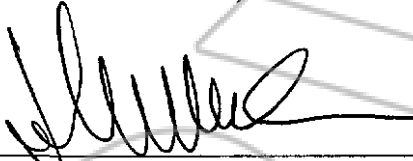
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SECTION TEN
NOTICES

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.


In witness, each party to this agreement has executed it at Minden, Nevada on the date indicated above.



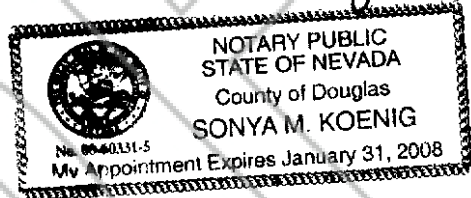
John Wahl, Grantor


STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the 2 day of June, 2006 by John Wahl.



NOTARY PUBLIC

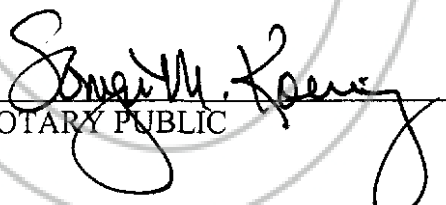




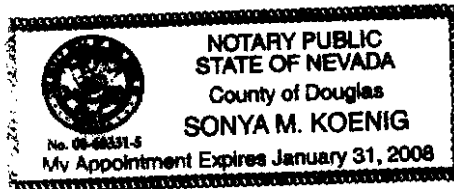
Joni Wahl, Grantor

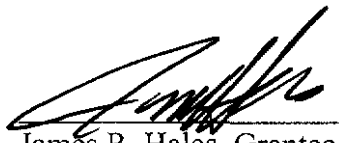
STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the 2 day of June, 2006 by Joni Wahl.



NOTARY PUBLIC

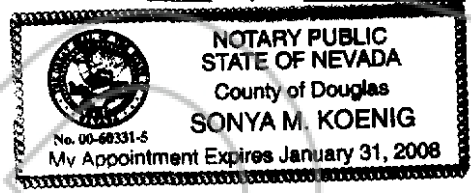



James R. Hales, Grantee

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the 2 day of June, 2006 by James R. Hales.

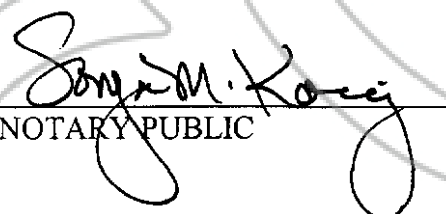

NOTARY PUBLIC




Sharla Hales, Grantee

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the 2 day of June, 2006 by Sharla Hales.


NOTARY PUBLIC

