

54

DOC # 0703861  
06/26/2007 02:56 PM Deputy: CF

OFFICIAL RECORD  
Requested By:  
STEWART TITLE

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 16 Fee: 54.00  
BK-0607 PG- 8299 RPTT: 0.00



APN (portion) 1220-32-000-002

Recording Requested By:

**Stewart Title of Douglas County**

1663 US Highway 395 N, Ste. 101

Minden, NV 89423

070100048

ACCESS 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.

## ACCESS EASEMENT AGREEMENT

This access easement agreement and the exhibits attached hereto and hereby incorporated herein by this reference (collectively, this "**Agreement**") is made and entered into effective 11 June 2007 (the "**Effective Date**") in Minden, Nevada by and between THE FREDERICK AND LOLAMARY DRESSLER FAMILY TRUST established under the Declaration of Trust dated April 27, 1990, as amended and restated, c/o Fred L. Oats, Esq., Maupin, Cox and LeGoy, 4785 Caughlin Parkway, Reno, Nevada 89519 (E-Mail: foats@mcLrenolaw.com) ("**Grantee**") and FREDERICK DEVERE AND LAURIE DRESSLER, husband and wife, 1049 Dressler Lane, Garnerville, Nevada 89460 (E-Mail: Devere@nanosecond.com) ("**Grantor**"). Grantor and Grantee are the only parties to this Agreement and are at times referred to herein singularly as a "**Party**" and collectively as the "**Parties.**" When used in this Agreement, the terms defined herein when initially capitalized will have the meanings ascribed to them.

### RECITALS

- A. Grantor owns that certain real property in Douglas County, Nevada located at 1049 Dressler Lane in Gardnerville and identified by Assessor Parcel Number ("**APN**") 1220-32-000-002 and the legal description attached hereto as Exhibit A ("**Grantor's Parcel**").
- B. Grantee owns that certain real property in Douglas County, Nevada that abuts Grantor's Property and is located on Dressler Lane in Gardnerville and identified by APN 1220-32-000-020 and the legal description attached hereto as Exhibit B ("**Grantee's Property**").
- C. A commonly used means of ingress and egress to and from Grantee's Property is through an unimproved roadway of varied widths on Grantor's Parcel (the "**Roadway**").
- D. While long since acknowledged by the Parties, the right of Grantee and their invitees and licensees to use the Roadway has not, to date, been memorialized.
- E. The Parties agree that the size and scope of the Roadway, and the maintenance and repair thereof, should be clearly specified in a writing signed by the Parties.

In consideration of this Agreement's covenants and undertakings, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **THE RECITALS.** The recitals set forth above are hereby incorporated herein by this reference as though fully set forth.
2. **THE GRANT.** For Ten Dollars (\$10), Grantor hereby grants to Grantee a non-exclusive non-public easement in perpetuity to access Grantee's Property via the Roadway — as further detailed and memorialized in the written easement attached hereto as Exhibit C (the "**Grant**"). The Grant runs with the land and binds the Parties' assigns and successors.

Signatories' Initials

*F. Devere* *L. Dressler*



0703861

Page: 2 Of 16

BK- 0607  
PG- 8300

06/26/2007

### 3. GENERAL PROVISIONS

**3.1 Miscellaneous.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute the same instrument. Photocopied signatures bind the Parties and do not affect this Agreement's validity. This Agreement's title, headings (and parenthetical references thereto) and terms used to refer to the Parties are for reference purposes only and do not define, limit, construe or describe the scope or extent of this Agreement. Each Party is acting as an independent contractor and is not an agent, partner, or joint venturer with the other Party. This Agreement shall be construed fairly and no inference shall be drawn against the drafting Party. Any provision hereof that may reasonably be interpreted as being intended by the Parties to survive this Agreement's termination or expiration shall do so.

**3.2 Governing Law.** This Agreement shall be exclusively interpreted and enforced under Nevada law without reference to its choice of law rules. No action by either Party against the other for breach hereof shall be limited to breach of contract remedies (and either Party may bring any cause(s) of action that would otherwise be available to it but for this Agreement). THE PARTIES HEREBY CONSENT TO SUCH GOVERNING LAW.

**3.3 Jurisdiction / Venue.** Venue for any and all disputes arising out of or relating to this Agreement will be exclusively brought in Nevada state court in Douglas County, and each Party irrevocably consents to such venue and the jurisdiction of such court. THE PARTIES HEREBY WAIVE ANY OBJECTION TO SUCH JURISDICTION AND VENUE.

**3.4 Entire Agreement.** This Agreement sets forth the Parties' entire agreement and understandings relating to the subject matter herein and merges and supersedes all of their prior agreements, writings, commitments and understandings. This Agreement (and any waiver of any rights pursuant thereto) shall only be amended or modified by a writing signed by the Parties.

**3.5 Legal Expenses.** The prevailing Party in any legal action brought by one Party against the other (and relating to this Agreement) shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' and expert witness fees and expenses.

**3.6 Benefit.** This Agreement binds and inures to the benefit and detriment of the Parties, and the Parties' respective heirs, assigns, successors-in-interest and legal representatives.

**3.7 Severability / Waiver.** If any term hereof is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, shall remain in force and effect as if such invalid or unenforceable term was not included. No delay, omission, or failure to exercise any right or remedy provided for herein shall be deemed to be a waiver thereof or an acquiescence in the event giving rise to such remedy (but every such right or remedy may be exercised as the Party exercising it deems expedient). The written easement attached hereto as Exhibit C shall govern any conflict between same and this Agreement.

**3.9 Notice.** Any notice required by this Agreement (or given in connection with it) shall be in writing and effective upon confirmed delivery to the appropriate Party by: personal delivery; recognized overnight delivery service and e-mail; or five (5) business days after being

Signatories' Initials:

*JWD ddw*



BK- 0607  
PG- 8301  
0703861 Page: 3 Of 16 06/26/2007

sent via first class mail postage prepaid, at/to the respective Party's postal and email address, when applicable, set forth at this Agreement's beginning (or at/to such other address as a Party may provide by written notice to the other Party from time to time).

**3.10 INDEPENDENT INVESTIGATION.** EACH PARTY HAS: (A) READ AND UNDERSTOOD THIS AGREEMENT AND AGREES TO ITS TERMS AND CONDITIONS; (B) INDEPENDENTLY EVALUATED THE DESIRABILITY OF ENTERING INTO THIS AGREEMENT AND IS NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH HEREIN; AND (C) BEEN AFFORDED THE OPPORTUNITY TO SEEK LEGAL COUNSEL WITH REGARDS TO ITS RIGHTS AND OBLIGATIONS SET FORTH HEREIN AND HAS EITHER SOUGHT OR REFUSED SUCH COUNSEL AND ACCORDINGLY HAS NEGOTIATED THIS AGREEMENT ON ITS OWN OR THROUGH COUNSEL.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement personally or by a duly authorized representative and acknowledge that they understand and agree to be bound by this Agreement's terms and conditions.

**THE FREDERICK AND LOLAMARY DRESSLER FAMILY TRUST established under the Declaration of Trust dated April 27, 1990, as amended and restated**

**FREDERICK DEVERE DRESSLER**

*Frederick W. Dressler*  
Frederick W. Dressler, Trustee

Date Signed: 6/11/07

*Devere Dressler*

Date Signed: 6/11/07

**LAURIE DRESSLER**

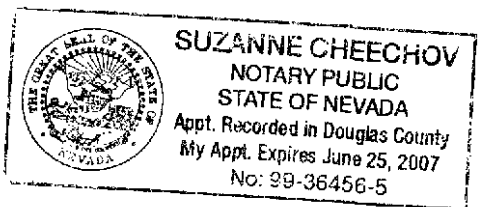
*Laurie Dressler*

Date Signed: 6/11/07

STATE OF NEVADA )  
 ) ss:  
COUNTY OF DOUGLAS )

On this 11<sup>th</sup> day of June, in the year 2007, before me, a notary public, personally appeared **FREDERICK W. DRESSLER**, as Trustee of THE FREDERICK AND LOLAMARY DRESSLER FAMILY TRUST established under the Declaration of Trust dated April 27, 1990, as amended and restated, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and who acknowledged to me that he executed it.

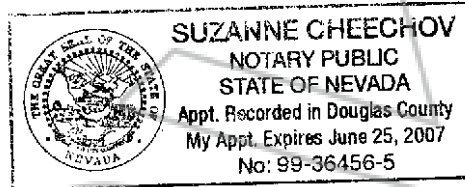
*Suzanne Cheechov*  
Notary Public



STATE OF NEVADA )  
 ) ss:  
COUNTY OF DOUGLAS )

On this 11<sup>th</sup> day of June, in the year 2007, before me, a notary public, personally appeared **FREDERICK DEVERE DRESSLER**, an individual, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and who acknowledged to me that he executed it.

Suzanne Cheechov  
Notary Public



STATE OF NEVADA )  
 ) ss:  
COUNTY OF DOUGLAS )

On this 11<sup>th</sup> day of June, in the year 2007, before me, a notary public, personally appeared **LAURIE DRESSLER**, an individual, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and who acknowledged to me that she executed it.

Suzanne Cheechov  
Notary Public

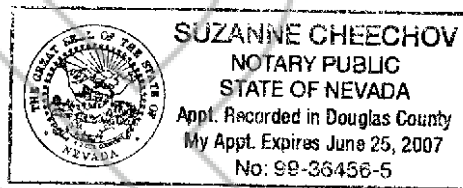


Exhibit A

COPY

**EXHIBIT 'A'  
DESCRIPTION  
ADJUSTED PARCEL 'NB'  
(A.P.N. 1220-32-000-002)**

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

A parcel of land located within a portion of Section 32, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northwest corner of said Section 32 as shown on the Record of Survey to Accompany a Boundary Line Adjustment for the Estate of Fred H. Dressler filed for record March 4, 1997 in the office of Recorder, Douglas County, Nevada as Document No. 407730;

thence along the north boundary of Adjusted Parcel 'M' South as shown on said Record of Survey, South 88°45'22" East, 1282.67 feet;

thence along the north boundary of said Adjusted Parcel 'M' South and Adjusted Parcel 'NA' as shown on said Record of Survey, South 86°13'38" East, 314.00 feet;

thence continuing along said north boundary of Adjusted Parcel 'NA', South 88°59'58" East, 224.63 feet to the northwest corner of Adjusted Parcel 'NB' as shown on said Record of Survey, the POINT OF BEGINNING;

thence along the boundary of said Adjusted Parcel 'NB', the following three courses:

South 88°59'58" East, 125.87 feet;

North 89°12'19" East, 24.49 feet;

South 17°13'12" East, 373.61 feet to the southeast corner of said Adjusted Parcel 'NB', a 5/8" rebar with plastic cap PLS 6200;

thence South 15°42'33" West, 12.98 feet;

thence North 88°54'46" West, 255.23 feet;

thence North 01°27'16" West, 200.24 feet;

thence North 88°32'44" East, 7.06 feet to a point on the westerly line of said Adjusted Parcel 'NB';

thence along said westerly line of Adjusted Parcel 'NB', North 01°27'16" West, 166.07 feet to the POINT OF BEGINNING, containing 75,796 square feet, more or less.

The basis of bearing of this description is North 89°54'40" East, a portion of the north line of Section 32, Township 12 North, Range 20 East, Mount Diablo Meridian as shown on the Record of Survey to Accompany a Boundary Line Adjustment for the Estate of Fred H. Dressler filed for record March 4, 1997 in said office of Recorder as Document No. 407730.

S:\Projects\0687-003\LEGALS\0687-003\_ADJUSTED\_PARCEL\_NB.leg.doc



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

Prepared by: R. O. ANDERSON ENGINEERING, INC.  
P.O. Box 2229  
Minden, Nevada 89423

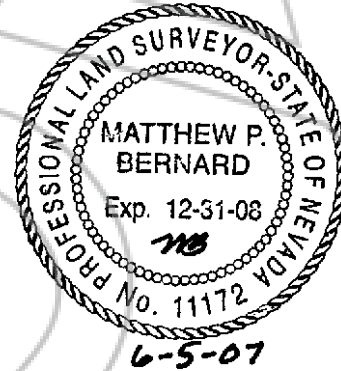




Exhibit B

COPY

**EXHIBIT 'B'  
DESCRIPTION  
ADJUSTED PARCEL 'M' SOUTH  
(A.P.N. 1220-32-000-020)**

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

A parcel of land located within a portion of Section 32, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northwest corner of said Section 32 as shown on the Record of Survey to Accompany a Boundary Line Adjustment for the Estate of Fred H. Dressler filed for record March 4, 1997 in the office of Recorder, Douglas County, Nevada as Document No. 407730, the POINT OF BEGINNING;

thence along the north boundary of Adjusted Parcel 'M' South as shown on said Record of Survey, South 88°45'22" East, 1282.67 feet;

thence along the north boundary of said Adjusted Parcel 'M' South and Adjusted Parcel 'NA' as shown on said Record of Survey, South 86°13'38" East, 314.00 feet;

thence continuing along said north boundary of Adjusted Parcel 'NA', South 88°59'58" East, 224.63 feet to the northwest corner of Adjusted Parcel 'NB' as shown on said Record of Survey;

thence along the west boundary of said Adjusted Parcel 'NB', South 01°27'16" East, 166.07 feet;

thence South 88°32'44" West, 7.06 feet;

thence South 01°27'16" East, 200.24 feet;

thence South 88°54'46" East, 255.23 feet to a point on the easterly boundary of Adjusted Parcel 'M' South as shown on the Record of Survey to Support a Boundary Line Adjustment for The Dressler Family Trust filed for record December 23, 2005 in said office of Recorder as Document No. 664278;

thence along the boundary of said Adjusted Parcel 'M' South, the following three courses:

South 15°42'33" West, 935.39 feet;

South 89°51'37" West, 1822.94 feet;

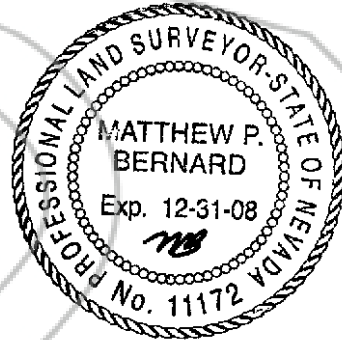
North 00°03'54" West, 1328.54 feet to the POINT OF BEGINNING,  
containing 57.18 acres, more or less.

The basis of bearing of this description is North 89°54'40" East, a portion of the north line of Section 32, Township 12 North, Range 20 East, Mount Diablo Meridian as shown on the Record of Survey to Accompany a Boundary Line Adjustment for the Estate of

Fred H. Dressler filed for record March 4, 1997 in said office of Recorder as Document No. 407730.

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

Prepared by: R. O. ANDERSON ENGINEERING, INC.  
P.O. Box 2229  
Minden, Nevada 89423



6-5-07



**Exhibit C**

**EASEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FREDERICK DEVERE AND LAURIE DRESSLER, husband and wife, and their assigns and successors ("Grantor"), hereby grants and conveys unto THE FREDERICK AND LOLAMARY DRESSLER FAMILY TRUST established under the Declaration of Trust dated April 27, 1990, as amended and restated, by and through its Trustee Frederick W. Dressler ("Grantee"), owner of appurtenant assessor parcel number 1220-32-000-020, a non-exclusive permanent and irrevocable non-public easement appurtenant and right-of-way (collectively, this "Easement") to enter upon, have access to and across, and use those areas on Grantor's parcel (APN 1220-32-000-002) located and described on the attached Addendum A (which is hereby incorporated herein by this reference) (the "Easement Area") solely for ingress, egress and access to Grantee's appurtenant parcel, so long as Grantee's appurtenant parcel is used for primarily residential uses and parking, and/or for uses similar to those in place at or before execution hereof. This grant of Easement runs with the land.

Grantor and Grantee, and their respective assigns and successors, as applicable, may maintain and repair the roadway (but none of the foregoing is obligated to do so).

This Easement is granted solely to allow Grantee and Grantee's assigns and successors ingress, egress and access to Grantee's appurtenant parcel through the Easement Area (but only as expressly detailed above, and parking), and is executed in Minden, Nevada, shall be exclusively interpreted according to Nevada law, and binds Grantor's and Grantee's heirs, assigns, successors and legal representatives. Any provision herein found unenforceable by a court of competent jurisdiction shall be stricken as if not included and this Easement shall be otherwise enforced. This grant imposes no obligations on Grantee unless otherwise expressly agreed to hereafter in a writing signed by Grantee.

Grantor has: (a) read and understood this Easement and agrees to all of its terms and conditions; (b) independently evaluated the desirability of entering into this Easement and is not relying on any representation, guarantee or statement not set forth herein; and (c) been afforded the opportunity to consult legal counsel with regards to its rights. Grantor has executed this Easement either personally or by a duly authorized representative and acknowledges that Grantor understands and agrees to be bound by this Easement's terms and conditions.

Frederick Devere Dressler  
Frederick Devere Dressler, Grantor  
Date: 6/11, 2007

Laurie Dressler  
Laurie Dressler, Grantor  
Date: 6/11, 2007

STATE OF NEVADA )  
 ) ss:  
COUNTY OF DOUGLAS )

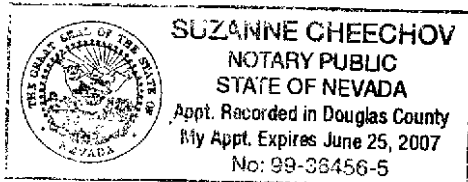
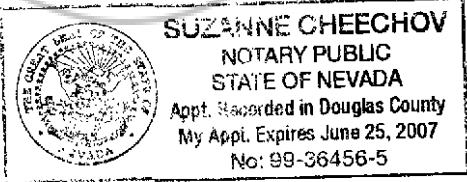
STATE OF NEVADA )  
 ) ss:  
COUNTY OF DOUGLAS )

On this 11<sup>th</sup> day of June, in the year 2007, before me, a notary public, personally appeared **FREDERICK DEVERE DRESSLER**, an individual, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and who acknowledged to me that he executed it.

On this 11<sup>th</sup> day of June, in the year 2007, before me, a notary public, personally appeared **LAURIE DRESSLER**, an individual, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and who acknowledged to me that she executed it.

Suzanne Cheechov  
Notary Public

Suzanne Cheechov  
Notary Public



BK- 0607  
PG- 8310  
0703861 Page: 12 Of 16 06/26/2007

ADDENDUM A

COPY



**ADDENDUM 'A'  
DESCRIPTION  
ACCESS EASEMENT  
(OVER ADJUSTED PARCEL 'NB')**

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

A strip of land for access purposes located within a portion of Section 32, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northwest corner of said Section 32 as shown on the Record of Survey to Accompany a Boundary Line Adjustment for the Estate of Fred H. Dressler filed for record March 4, 1997 in the office of Recorder, Douglas County, Nevada as Document No. 407730;

thence South 87°24'40" East, 1826.43 feet to a point on the southerly line of Dressler Lane as shown on the Record of Survey to Support a Boundary Line Adjustment for The Dressler Family Trust filed for record December 23, 2005 in said office of Recorder as Document No. 664278, the POINT OF BEGINNING;

thence along said southerly line of Dressler Lane, South 88°59'58" East, 10.19 feet;

thence leaving said southerly line of Dressler Lane, South 12°07'44" West, 58.30 feet to a point on the common boundary of Adjusted Parcels 'M' South and 'NB';

thence along said common boundary, North 01°27'16" West, 42.58 feet;

thence leaving said common boundary, North 12°07'44" East, 14.95 feet to the POINT OF BEGINNING, containing 366 square feet, more or less.

**TOGETHER WITH** a strip of land for access purposes located within a portion of Section 32, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northwest corner of said Section 32 as shown on the Record of Survey to Accompany a Boundary Line Adjustment for the Estate of Fred H. Dressler filed for record March 4, 1997 in the office of Recorder, Douglas County, Nevada as Document No. 407730;

thence South 78°52'13" East, 1855.89 feet to a point on the common boundary of Adjusted Parcels 'M' South and 'NB', the POINT OF BEGINNING;

thence South 22°30'57" East, 66.03 feet to a point on said common boundary;

thence along said common boundary, North 88°54'46" West, 23.75 feet;

thence continuing along said common boundary, North 01°27'16" West, 60.57 feet to the POINT OF BEGINNING, containing 719 square feet, more or less.

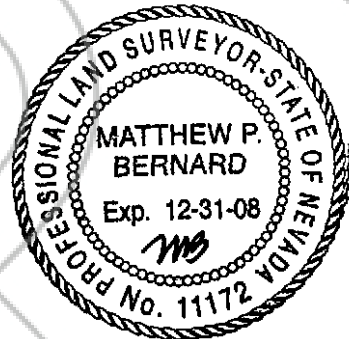
S:\Projects\0687-003\LEGALS\0687-003\_ACCESS\_DEVERE.leg.doc



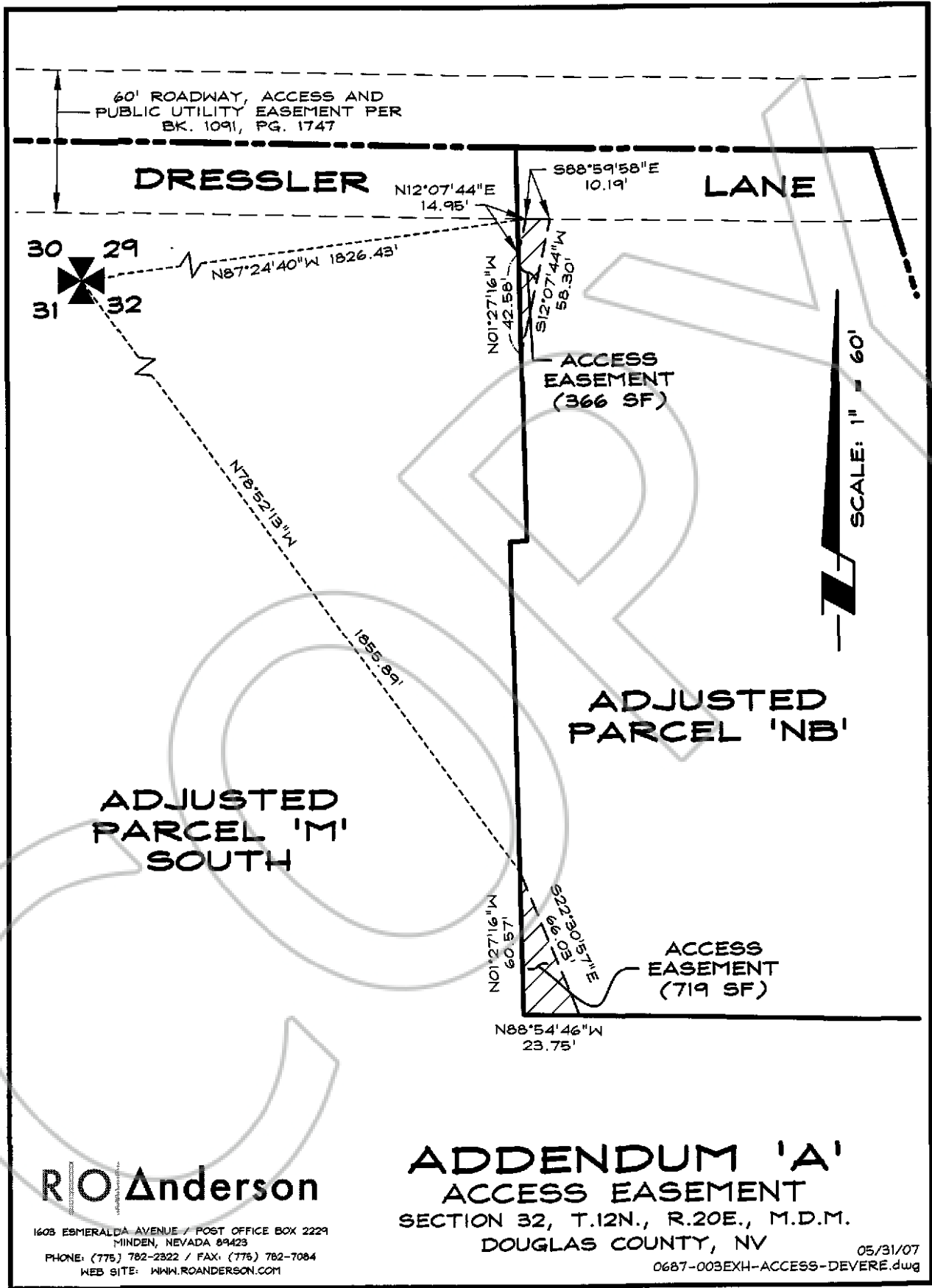
The basis of bearing of this description is North 89°54'40" East, a portion of the north line of Section 32, Township 12 North, Range 20 East, Mount Diablo Meridian as shown on the Record of Survey to Accompany a Boundary Line Adjustment for the Estate of Fred H. Dressler filed for record March 4, 1997 in said office of Recorder as Document No. 407730.

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

Prepared by: R. O. ANDERSON ENGINEERING, INC.  
P.O. Box 2229  
Minden, Nevada 89423



6-6-07



**RO Anderson**

1608 ESMERALDA AVENUE / POST OFFICE BOX 2229  
 MINDEN, NEVADA 89423  
 PHONE: (775) 782-2322 / FAX: (775) 782-7084  
 WEB SITE: WWW.ROANDERSON.COM

**ADDENDUM 'A'**  
**ACCESS EASEMENT**  
 SECTION 32, T.12N., R.20E., M.D.M.  
 DOUGLAS COUNTY, NV

05/31/07  
 0687-003EXH-ACCESS-DEVERE.dwg