

OFFICIAL RECORD

Requested By:

THOMAS HALL

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 8 Fee: 21.00  
BK-1107 PG-5167 RPTT: 0.00



APN 1220-04-201-011  
APN 1220-04-201-010

Assessor's Parcel Number: \_\_\_\_\_

Recording Requested By:

Name: Thomas J. Hall, Esq.

Address: Post Office Box 3948

City/State/Zip: Reno, NV 89505

Mail Tax Statements to:

Name: Richard J. & Barbara K. Dragon

Address: 1805 Camas Court

City/State/Zip: Gardnerville, NV 89410

Please complete Affirmation Statement below:

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that this document submitted for Recording contains the social security number of a person or persons as required by law: \_\_\_\_\_ (state specific law)

Signature (Print name under signature)  
Thomas J. Hall

Attorney-at-Law

Title

Agreement to Relocate Easement & Abandonment of Prior Easement;  
Declaration of Common Drive Easement Rights & Responsibilities

(Title of Document)

If legal description is a metes & bounds description furnish the following information:

Legal description obtained from: \_\_\_\_\_ (Document Title), Book: \_\_\_\_\_ Page: \_\_\_\_\_

Document # \_\_\_\_\_ recorded \_\_\_\_\_ (Date) in the Douglas County Recorders Office.

-OR-

If Surveyor, please provide name and address:

David D. Winchell, PLS 3209

Western Engineering & Surveying Services

3032 Silver Sage Dr.

Carson City, NV 89701

This page added to provide additional information required by NRS 111.312 Sections 1-4.

(Additional recording fees apply)

**AGREEMENT TO RELOCATE EASEMENT AND  
ABANDONMENT OF PRIOR EASEMENT;  
DECLARATION OF COMMON DRIVE EASEMENT  
RIGHTS AND RESPONSIBILITIES**

THIS INDENTURE and AMENDED GRANT is made November 13, 2007, by and, Gardnerville LLC, a Nevada limited liability Company, and William W. Nichols and Sandra L. Nichols, Co-Trustees of the Quail's Nest 1999 Trust (hereinafter "Quail's Nest 1999 Trust").

The declarations and covenants contained in this instrument are based on the following factual recitals which constitute an integral part of this agreement:

A. The Quail's Nest 1999 Trust is the owner of a parcel of land in Town of Gardnerville, County of Douglas, State of Nevada and more particularly as described as follows (hereinafter "Parcel 1"):

That portion of the Southwest 1/4 of the Northwest 1/4 of Section 4, Township 12 North, Range 20 East, M.D.B.&M., particularly described as follows:

**PARCEL 1:**

Parcel 1 of the Official Parcel Map for Minden-Gardnerville First Baptist Church recorded on January 10, 2003, in Book 0103, at Page 4223, as Document 563651, Official Records of Douglas County.

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B. Gardnerville LLC is the owner of a certain parcel of land in Gardnerville, Nevada (hereinafter "Parcel 2") and more particularly as described as follows:

That portion of the Southwest 1/4 of the Northwest 1/4 of Section 4, Township 12 North, Range 20 East, M.D.B.&M., particularly described as follows:

**PARCEL 2:**

Parcel 2 of the Official Parcel Map for Minden-Gardnerville First Baptist Church recorded on January 10, 2003, in Book 0103, at Page 4223, as Document 563651, Official Records of Douglas County.

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C. Minden-Gardnerville First Baptist Church, a corporation (hereinafter, the "Common Grantor"), as previous owner of Parcel 1 and Parcel 2, obtained a permit from the Nevada Department of Transportation for occupancy of a portion of the State right-of-way to the public roadway commonly known as Waterloo Lane, and constructed an approach and paved driveway for public ingress and egress to and from Parcels 1 and 2 to the said Waterloo Lane, near the intersection with Centerville Lane (hereinafter, the "Common Driveway").



D. Gardnerville LLC has constructed a commercial building on Parcel 2 which is presently used for a Dental Office.

E. The Quails Nest Trust has commenced development of Parcel 1 for construction of commercial office buildings.

F. It is essential to the utility and value of both Parcels 1 and 2 that the present and future rights and obligations of the parties and their successors regarding the maintenance and use of the Common Driveway be set forth.

G. On March 7, 2005, the parties executed that certain instrument entitled "Grant of Easement and Declaration of Common Drive Easement Rights and Responsibilities" which instrument was recorded on March 8, 2005, in Book 0305, at Page 3238, as Document 638441, Official Records of Douglas County (hereinafter, the "Original Easement Agreement").

H. The parties acknowledge and agree that the Original Easement Agreement contained a legal description of the real property burdened by the access easement that does not coincide with the location of the actual improvements constructed by the Common Grantor for the Common Driveway.

I. The parties desire to correct the Original Easement Agreement and the previous grant therein to correctly align the easement with the actual improvements and relocate the access easement by the grant of a new easement described herein and to abandon the prior easement described in the Original Easement.

NOW THEREFORE, the parties hereby agree as follows:

1. Presently there exists a paved Common Driveway and approach providing access for Parcels 1 and 2 owned by the parties hereto described above, portions of which are located on the each of the said Parcels of land.

2. Gardnerville LLC and The Quails Nest Trust hereby grant to the other, for their benefit and for the benefit of their successors, assigns and subsequent owners of their respective Parcels, a nonexclusive easement for Common Driveway purposes over that portion of their respective Parcels necessary for access from Waterloo onto the Parcels, as more particularly shown in the legal description and plat attached hereto as **Exhibit A** and **Exhibit B** which exhibits are incorporated herein by reference as though set forth fully (hereinafter, the "Reciprocal Access Easement"). The parties acknowledge that this Reciprocal Access Easement granted herein does and shall constitute legal access to Parcels 1 and 2 and shall be for the benefit of both Parcels described above for ingress and egress. For purposes of this Agreement, the Reciprocal Access Easement shall include all improvements constituting the Common Driveway as constructed and existing the date of execution hereof.

3. Gardnerville LLC and The Quails Nest Trust hereby agree to release, waive, relinquish and abandon all right, title and interest in and to that certain easement for ingress and egress set forth in the Official Parcel Map for Minden-Gardnerville First Baptist Church recorded on January 10, 1993, in Book 0103, at Page 4233, as Document 563651, Official Records of Douglas County; and as described and referenced in that certain instrument entitled "Grant of Easement and Declaration of Common Drive Easement Rights and Responsibilities" which instrument was recorded on March 8, 2005, in Book 0305, at Page 3238, as Document 638441, Official Records of Douglas County, Nevada, generally described as consisting of a strip of land 105 feet in length and 31 feet in width. As of the date of recording hereof, the said Grant of Easement (referred to herein as the Original Easement Agreement) and the easement depicted in said Parcel Map shall be and is hereby null and void and of no further force and effect and shall be superceded by this Agreement.

4. The parties hereto acknowledge and agree that both parties, as owners of the referenced Parcels, their successors and assigns, shall be obligated to maintain, repair and preserve the Reciprocal Access Easement described in Paragraph 2, above, and as depicted in Exhibits A and B attached hereto, and shall work together to coordinate and be equally responsible for the cost of any repair, replacement or maintenance activities pertaining to the Reciprocal Access Easement so as to minimize expense and interference with the use of the Reciprocal Access Easement and their respective properties. The parcel owners shall exercise reasonable care in their use and maintenance of the Reciprocal Access Easement so as to not cause more than normal wear and tear on the same.

5 Except as otherwise provided herein, each party to this Agreement Grant shall be responsible for the one-half of the costs of repair and maintenance of the Reciprocal Access Easement.

6. The rights and obligations created by this agreement shall be deemed to run with the land of the respective Parcels 1 and 2 and shall be for the benefit of and inure to the parties, their successors and assigns, their agents, employees, business invitees, tenants and guests of tenants, and shall burden the respective parcels perpetually. The rights granted in this instrument shall not be further assignable by the parcel owners except as an appurtenance to and in conjunction with the sale of the respective Parcels 1 and 2.

DATED this day and year first written above.

PARCEL 1 OWNERS:

The Quail's Nest 1999 Trust

By:

  
William W. Nichols, Trustee

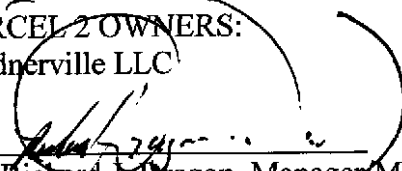
By:

  
Sandra L. Nichols, Trustee

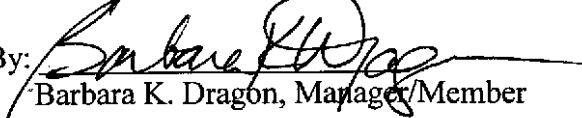
PARCEL 2 OWNERS:

Gardnerville LLC

By:

  
Richard J. Dragon, Manager/Member

By:

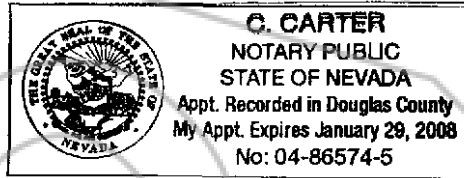
  
Barbara K. Dragon, Manager/Member

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

On November 5, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM W. NICHOLS and SANDRA L. NICHOLS, personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the above instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
NOTARY PUBLIC

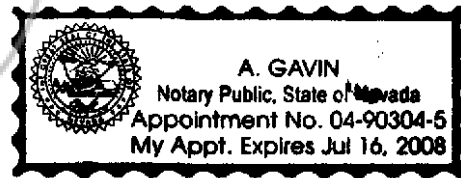


STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

On November 13, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD J. DRAGON and BARBARA K. DRAGON, personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the above instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
NOTARY PUBLIC



**EXHIBIT "A"**

**LEGAL DESCRIPTION  
(Easement for Ingress and Egress)**

That portion of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 4, Township 12 North, Range 20 East, M.D.B. & M. in the County of Douglas, State of Nevada, being more particularly described as follows:

That portion of PARCEL 1 of PARCEL MAP LDA 02-004 FOR MINDEN-GARDNERVILLE FIRST BAPTIST CHURCH, recorded in Book 0103 at Page 4223 as Document No. 563651 in the Official Records of said Douglas County described as follows:

Beginning at the Southwesterly corner of said Parcel 1; thence Northerly along the Westerly line of said Parcel 1 North, 26.27 feet to the TRUE POINT OF BEGINNING; thence continuing Northerly along said Westerly line North, 25.28 feet; thence N.  $89^{\circ} 55' 14''$  E., 94.28 feet; thence S.  $7^{\circ} 35' 04''$  E., 29.09 feet; thence South, 8.58 feet to the beginning of a curve concave to the Northeast and having a radius of 25.00 feet; thence Southeasterly along said curve through a central angle of  $34^{\circ} 47' 36''$  an arc distance of 15.18 feet to a point on the Northerly right-of-way line of Waterloo Lane, a radial line through said point bears S.  $55^{\circ} 12' 24''$  W.; thence Westerly along said right-of-way line West, 35.34 feet to a point on said right-of-way line, said point being on a curve concave to the Northwest and having a radius of 15.00 feet, a radial line through said point bears S.  $71^{\circ} 08' 22''$  E.; thence Northeasterly along said curve through a central angle of  $18^{\circ} 51' 38''$  an arc distance of 4.94 feet; thence North, 9.70 feet to the beginning of a curve concave to the Southwest and having a radius of 12.00 feet; thence Northwesterly along said curve through a central angle of  $90^{\circ} 17' 13''$  an arc distance of 18.91 feet; thence S.  $89^{\circ} 42' 47''$  W., 56.00 feet to the TRUE POINT OF BEGINNING.

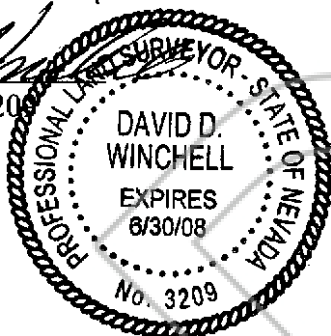
"Exhibit B" is attached hereto and is hereby made a part of this description..

Note: This description is intended to described the area encompassed by the existing paved driveway, which serves both Parcel 1 and Parcel 2 of said Document No. 563651.

Per NRS 111.312, this legal description was prepared by Western Engineering & Surveying Services, whose mailing address is 3032 Silver Sage Drive, Carson City, Nevada 89701.

By: David D. Winchell  
David D. Winchell, PLS 3209

Date: 7/27/07





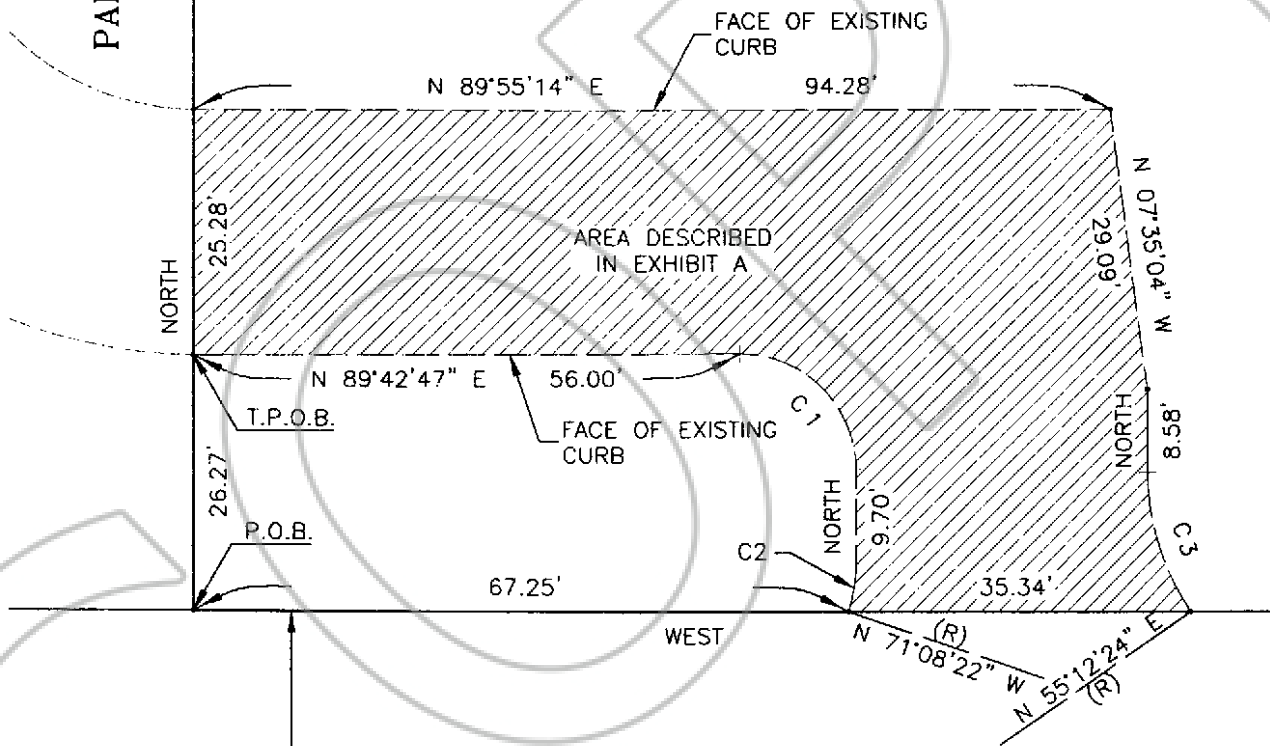
# EXHIBIT B

PARCEL MAP LDA 02-004 FOR MINDEN-GARDNERVILLE  
 FIRST BAPTIST CHURCH, BOOK 0103, PAGE 4223,  
 DOCUMENT No. 563651.

SCALE 1"=20'

PARCEL 2

PARCEL 1  
 APN: 1220-04-201-011



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°17'13"	12.00'	18.91'
C2	18°51'38"	15.00'	4.94'
C3	34°47'36"	25.00'	15.18'

WATERLOO

WEST

LANE

