

OFFICIAL RECORD

Requested By:  
JAMES WHITE

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 8 Fee: 21.00  
BK-1107 PG- 6651 RPTT: 0.00



APNs 1219-14-002-001, -002  
When recorded, return to:  
✓ James White  
410 Corie Court  
Gardnerville, NV 89460

with copy to:  
George M. Keele, Esq.  
1692 County Road, #A  
Minden, NV 89423

EASEMENT AGREEMENT/GRANT OF EASEMENT APPURTENANT

This Easement Agreement establishes a view easement in behalf of the owners, their heirs, successors, and assigns, of the parcel of improved real property commonly known as 410 Corie Court, Gardnerville, Douglas County, Nevada, and more particularly identified in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference (hereinafter referred to as "the Dominant Tenement").

The view easement created by this Agreement binds the owners, their heirs, successors, and assigns of and encumbers and lies on and above the parcel of improved real property commonly known as 406 Corie Court, Gardnerville, Douglas County, Nevada, and more particularly identified in the legal description attached hereto as **Exhibit B** and incorporated herein by this reference (hereinafter referred to as "the Servient Tenement").

JAMES E. WHITE and JANICE M. WHITE, Trustees of the J&J WHITE 1999 REVOCABLE TRUST (hereinafter sometimes referred to as "Grantors" and sometimes referred to as "Grantees") are the owners of both the Dominant Tenement and the Servient Tenement. In consideration of their mutual promises and covenants and other valuable consideration, the Grantors, as Grantors, and the Grantees, as Grantees, desire and agree between them that the Servient Tenement must always be owned, held, cultivated, maintained, and managed in strict compliance with the provisions of this Easement Agreement/Grant of Easement Appurtenant, and that the benefits of the easements herein granted and conditions herein imposed are appurtenant to and shall run with the parcel of real property described on **Exhibit A** hereto, namely: the Dominant Tenement.

WHEREFORE, in consideration of their mutual promises and covenants and other good and valuable consideration, Grantors do hereby grant and convey to Grantees, and Grantees do hereby

receive and accept from Grantors, an easement for views and a viewshed as follows:

Grantors, as owners of the Servient Tenement, grant and convey to Grantees, as owners of the Dominant Tenement, an unobstructed view and a protected view corridor (hereinafter "the Protected View Corridor") including a perpetual easement of right to receive light, air, and unobstructed views of and toward the easterly slope of the Carson Range of the Sierra Nevada range of mountains that lie generally westerly from both the Servient and Dominant Tenements. The view easement includes but is not limited to the area between the easternmost and westernmost property lines of the Servient Tenement, as further defined by four (4) non-crossing straight lines which form a trapezoid, as follows: The points defining the lines shall be numbered 1, 2, 3, and 4 at the corners of the trapezoid. The easternmost view area boundary is defined as lying between Points 1 and 2 on the easternmost property line, and the westernmost view area boundary is defined as lying between Points 3 and 4 on the westernmost property line. The northernmost boundary is a straight line between Points 2 and 3. The southernmost boundary is a straight line between Points 4 and 1.

2. Point 1 is located 32 feet northerly from the southeast (Corie Court) property corner of the Servient Tenement. Point 2 is located by following the easternmost property line of the Servient Tenement in a northerly direction a distance of 48 feet from Point 1. Point 3 is located on the westernmost property line of the Servient Tenement a distance of 40 feet northerly from the southwest corner of the Servient Tenement. Point 4 is the southwest (Corie Court) property corner of the Servient Tenement.

3. Within the Protected View Corridor, there shall be a restricted view area (hereinafter "the Restricted View Area") in which the number of evergreen trees shall be limited to a maximum of nine; be of a type or species that does not exceed a mature maximum height of 20 feet; may grow to a height not extending above a horizontal plane established 20 feet above where the base of the tree meets the ground; and be planted no more than 50 feet from the westernmost property line of the Servient Tenement. There shall be no structures, trees, shrubs or other objects more than 3 feet high placed in the Restricted View Area so as to obstruct the view of the hillside and mountain terrain from the Dominant Tenement, with the following exceptions:

A. Deciduous trees and shrubs within the Restricted View Area may grow to a height not extending above a



horizontal plane established 30 feet above where the trunk of the tree meets the ground if and only if they are planted more than 30 feet westerly from the easternmost property line of the Servient Tenement.

B. Deciduous and evergreen plants and shrubs up to five (5) feet tall are allowed within the Restricted View Area if placed more than 20 feet westerly from the easternmost property line of the Servient Tenement.

4. Any fence on the easterly boundary of the Servient Property shall not exceed 3.5 feet in height for the first 30 feet from the southeast corner of the Servient Tenement and shall not exceed 5.5 feet in height for the remaining distance of 30 feet to 100 feet, inclusive, running northerly along the common property line of the Servient Tenement and the Dominant Tenement.

5. Any obstruction of the views from the Dominant Tenement through the Protected View Corridor by trees, shrubs, or other objects above the horizontal planes defined in paragraphs 3 and 4, above, shall be deemed an unauthorized interference with the rights and easements herein granted and shall be removed on demand of the owner of the Dominant Tenement at the sole expense of the owner of the Servient Tenement, his heirs, successors, and assigns in ownership of the Servient Tenement, or any part or portion thereof.

6. Any boundary fence between the Dominant Tenement and the Servient Tenement shall provide a finished side to neighboring property; or shall be of a "good-neighbor" design which looks the same from both sides; or shall be designed and constructed to allow an unfinished side to be covered by the owner of the Dominant Tenement to present a finished appearance to someone looking at it from the Dominant Tenement.

7. All landscaping of and upon the Servient Tenement shall conform, as a minimum, to existing easement requirements and to Douglas County building, zoning, and development codes for setback and septic leach field limitations in effect as of the date of this Agreement.

8. ATTORNEY'S FEES. Should any litigation be commenced between the parties hereto concerning the Dominant Tenement, the Servient Tenement, the Protected View Corridor, the Restricted View Area, this Agreement, or the rights and duties of parties in relation thereto, the prevailing party will be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

9. BINDING EFFECT. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their

heirs, personal representatives, successors, and assigns. Therefore, the terms "Grantor" and "Grantees" shall include both the original Grantors and Grantees and all heirs, personal representatives, successors, and assigns of the original Grantors and Grantees with respect to the parcels of real property described in **Exhibits A and B** hereto.

10. INTERCHANGEABLE TERMS. In this Agreement, the neuter gender includes the feminine and masculine, the singular number includes the plural, and the words "person" and "party" include corporation, partnership, limited-liability company, firm, trust, or association as the context requires.

11. RECITALS AND CAPTIONS. The recitals and captions of the paragraphs and subparagraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

12. ENTIRE AGREEMENT. The terms of this Agreement are intended by the parties as a final expression of their agreement, and they may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence, excepting written amendments hereto, may be introduced in any judicial proceeding, if any, involving this Agreement.

13. AMENDMENTS. This Agreement may only be amended by the unanimous, written consent of the parties hereto; all remaining parts, terms, and provisions hereof not affected by any such future amendments, shall remain in full force and effect and shall in no way be invalidated, impaired, or affected by amendments to other portions of this Agreement.

14. FURTHER DOCUMENTS. Each party will, whenever and as often as it shall be requested to do so by the other party, execute, acknowledge, and deliver, or cause to be executed, acknowledged and delivered, such further instruments or documents and to do any and all other acts and to execute, acknowledge, and deliver any and all documents as may be requested in order to carry out the intents and purposes of this Agreement.

15. SEVERABILITY. Should any part, term, or provision of this Agreement or any document required herein to be executed or delivered at the closing of escrow be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions thereof shall remain in full force and effect, and they shall in no way be invalidated, impaired, or adversely affected thereby.

16. TIME; FORCE MAJEURE. Except as may otherwise specifically provided in this Agreement, time is of the essence

of this Agreement and in each and every provision thereof. The time limitations set forth in this Agreement may be extended a reasonable time in the event of an act of God such as tornado, fire, flood, or similar disaster that precludes performance of its/his covenants by either party or by both.

17. CHOICE OF LAW. This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of Nevada.

18. VENUE. Venue of any action pertaining to this Agreement shall lie in the Ninth Judicial District Court of the State of Nevada, in and for the County of Douglas or, as applicable, the United States District Court for the District of Nevada, Northern (Reno) Division.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

J&J WHITE FAMILY REVOCABLE TRUST  
Owner of 406 Corie Court,  
the Servient Tenement

Date: Nov. 27, 2007 By James White  
James E. White, Trustee of the  
J&J White Family 1999 Revocable  
Trust

Date: 11/27/07 By Janice White  
Janice M. White, Trustee of the  
J&J White Family 1999 Revocable  
Trust

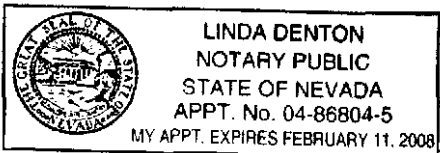
J&J WHITE FAMILY REVOCABLE TRUST  
Owner of 410 Corie Court,  
the Dominant Tenement

Date: Nov. 27, 2007 By James White  
James E. White, Trustee of the  
J&J White Family 1999 Revocable  
Trust

Date: 11/27/07 By Janice White  
Janice M. White, Trustee of the  
J&J White Family 1999 Revocable  
Trust

STATE OF NEVADA )  
 ) SS.  
COUNTY OF DOUGLAS )

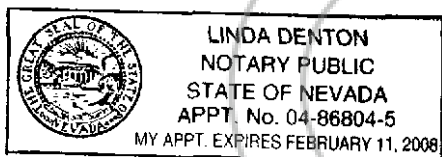
This instrument was acknowledged before me on the 27  
day of November, 2007, by JAMES E. WHITE as Trustee of  
the J&J White Family 1999 Revocable Trust.



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

STATE OF NEVADA )  
 ) SS.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on the 27  
day of November, 2007, by JANICE M. WHITE as Trustee of  
the J&J White Family 1999 Revocable Trust.



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

EXHIBIT A  
Legal Description of  
410 Corie Court, Gardnerville, Nevada  
Assessor's Parcel No. 1219-14-002-002  
(Dominant Tenement)

COPY


0713724  Page: 7 Of 8 11/27/2007  
BK- 1107  
PG- 6657

EXHIBIT B  
Legal Description of  
406 Corie Court, Gardnerville, Nevada  
Assessor's Parcel No. 1219-14-002-001  
(Servient Tenement)

COPY

