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OFFICIAL RECORDS

Requested By:
WESTERN TITLE CO

APN#: 1220-03-202-003 &
1220-03-202-004

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 12 Fee: \$ 25.00
Bk: 0413 Pg: 8083



Recording Requested By:
Western Title Company, Inc.
Escrow No.: 055710-ARW

When Recorded Mail To:
New Beginnings Housing of
Nevada, LLC
3995 Caughlin Creek Road
Reno, NV
89519

Mail Tax Statements to: (deeds only)

(space above for Recorder's use only)

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

Signature _____

Anu Wright

Escrow Officer

Access and Utility Easement Agreement

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

**Recording Requested By and
When Recorded Return to:**

**New Beginnings Housing of Nevada, LLC
3995 Caughlin Creek Road
Reno, NV 89519**

SPACE ABOVE FOR RECORDER'S USE ONLY

ACCESS AND UTILITY EASEMENT AGREEMENT

This Access and Utility Easement Agreement ("Agreement") is given effective the 23rd day of April, 2013 by and between New Beginnings Housing of Nevada, LLC, a Nevada limited liability company, whose address is 3995 Caughlin Creek Road, Reno, Nevada 89519, and its heirs, successors and assigns ("NBHNV") and Parkway Vista Limited Partnership, a Nevada limited partnership, whose address is 3995 Caughlin Creek Road, Reno, Nevada 89519, and its heirs, successors and assigns ("PVLP"). NBHNV and PVLP may be referred to herein for convenience as the "Parties".

Recitals

A. NBHNV owns certain real property described in Exhibit "A" attached hereto and made a part hereof (the "NBHNV Property").

D. PVLP owns certain real property described in Exhibit "B" attached hereto and made a part hereof adjacent to the NBHNV Property (the "PVLP Property").

E. NBHNV desires to grant to PVLP an access easement across a portion of NBHNV's property for ingress and egress to and from the PVLP Property. The area covered by this easement is legally described in Exhibit C ("Access Easement").

F. NBHNV desires to grant to PVLP, and PVLP desires to accept, certain rights and easements over the NBHNV Property more particularly described herein.

Agreement

NOW, THEREFORE, in consideration of the recitals above which are incorporated below, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NBHNV and PVLP mutually agree as follows:

1. **DEFINITIONS:**

1.1 The following definitions are used in this Agreement and have the corresponding meaning as described.

(a) "Owner": The record holder of fee simple title to the NBHNV Property, and the record holder of fee simple title to the PVLP Property (and their heirs, personal representatives, successors and assigns).

(b) "Parcel": The NBHNV Property, the PVLP Property, or any portion thereof as identified as a separate portion of the NBHNV Property or the PVLP Property in this Agreement.

(c) "Person": Individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity.

(d) "Restrictions": The easements, covenants, restrictions, liens and encumbrances contained in this Agreement.

1.2 Purposes: The Parties desire to provide for vehicular and pedestrian access, ingress and egress to PVLP Property across the portion of the NBHNV Property described in the Access Easement. The Parties also desire to provide for access to and the placing, installation, construction, maintenance and repair of utilities.

2. EASEMENTS

2.1 Ingress and Egress Easement: NBHNV, as grantor, hereby grants to PVLP, their respective tenants, contractors, employees, agents, licensees and invitees, and the subtenants, contractors, employees, agents, licensees and invitees of such tenants, for the benefit of the PVLP Property, as grantee, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic upon, over and across the Access Easement.

2.2 Utility Lines and Facilities.

(a) Easements. NBHNV, as grantor, hereby grants to PVLP, for the benefit of the PVLP Property, as grantee, a nonexclusive easement under, through and across the NBHNV Property for the installation, operation, maintenance, repair and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones, electrical conduits or systems, gas mains and other public or private utilities, except for those areas devoted to buildings, or other infrastructure or other use that would be inconsistent with the grantor's use of the NBHNV Property. NBHNV also agrees to grant such additional easements as are reasonably required by any public or private utility for the purpose of providing the utility lines and facilities described herein provided such easements are not otherwise inconsistent with the provisions of this Agreement.

(b) Construction Requirements. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service. The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the improved parking area or with the normal operation of any apartment on the NBHNV Property. The grantee shall bear all costs related to the installation, operation, maintenance, repair and replacement of such easement facilities, shall repair to the original specifications any damage to the NBHNV Property resulting from such use and upon request shall provide as-built plans for all such facilities to the Owner of the NBHNV Property within thirty (30) days after the date of completion of construction of same.

(c) **Relocation.** At any time and from time to time the Owner of the NBHNV Property shall have the right to relocate on the NBHNV Property any utility line or facility installed pursuant to the foregoing grant of easement which is then located on the NBHNV Property, provided that any such relocation (i) shall be performed only after sixty (60) days' notice by the Owner of the NBHNV Property of its intention to undertake the relocation shall have been given to the Owner of the PVLV Property, (ii) shall not unreasonably interfere with or diminish utility service to the PVLV Property, (iii) shall not reduce or unreasonably impair the usefulness or function of the utility line or facility, (iv) shall be performed without cost or expense to the Owner or occupant of the PVLV Property, and (v) shall provide for the original and relocated area to be restored to their original specifications. The Owner of the NBHNV Property performing such relocation shall provide as-built plans for all such relocated utility lines and facilities to the Owners of the PVLV Property within thirty (30) days after the date of completion of such relocation.

2.3 **Self Help:** Each Owner (such Owner being referred to in this section only as "Grantor Owner"), as grantor, hereby grants to the other Owner (such other Owner being referred to in this section only as "Grantee Owner"), as grantee, for the benefit of the Parcel belonging to the Grantee Owner, an easement to enter the Grantor Owner's Parcel for the following purposes: (i) to perform such work on the Grantor Owner's Parcel as is necessary to cure any default by the Grantor Owner under this Agreement; and (ii) to perform any obligations or exercise any other rights the Grantee Owner has under this Agreement.

2.4 **General:** The easements granted above are nonexclusive, provided later granted easements shall be subject to all of the rights and uses granted herein.

3. OPERATIONS AND MAINTENANCE

3.1 General:

(a) **Maintenance Responsibilities:** Commencing on the date of this Agreement, PVLV shall maintain any paved surface portion of the Access Easement at all times in good and clean condition and repair, said maintenance to include, without limitation, the following: (i) maintaining, repairing and resurfacing, when necessary, the paved surface in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and (ii) removing all snow, papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the paved surface area in a clean and orderly condition ("Access Easement Maintenance").

(b) **Payment of Costs:** Until such time as any structural improvements, including but not limited to single family or multifamily homes, has been constructed and received a certificate of occupancy on the NBHNV Property, PVLV shall perform Access Easement Maintenance at its sole expense. Commencing on the date that any structural improvements are first constructed on the NBHNV Property and a certificate of occupancy is received, one-half (1/2) of the cost of Access Easement Maintenance shall be paid by each Owner. PVLV shall bill the NBHNV Parcel Owner monthly in arrears for the NBHNV Parcel Owner's one-half (1/2) share of the actual costs of the Access Easement Maintenance. The NBHNV Parcel Owner shall pay its bill within thirty (30) days after receipt of same. Bills shall be accompanied with reasonable supporting information establishing the full amount of such expenses and the NBHNV Parcel Owner's one-half (1/2) share.

3.2 **Indemnification:** Each Owner shall indemnify, defend and hold the other Owner harmless from any loss, damage, claim or liability (i) arising out the maintenance, repair or use by the indemnifying

Owner or by its employees, agents, contractors, tenants, lessees, sublessees, invitees, licensees and/or customers of the easements or other rights granted to the indemnifying Owner herein or (ii) resulting from the willful or negligent act or omission of the indemnifying Owner.

4. DEFAULT AND REMEDIES

4.1 Default: A Person shall be in default of this Agreement only upon the expiration of thirty (30) days from receipt of written notice from any Owner specifying the particulars in which such Person has failed to perform the obligations of this Agreement unless such Person, prior to the expiration of said thirty (30) days, has rectified the particulars specified in said notice of default. However, such Person shall not be in default if such failure cannot be rectified within said thirty (30) day period and such Person is acting in good faith and employing its best efforts to rectify the particulars specified in the notice of default.

4.2 Right to Cure. If any Owner has been placed in default pursuant to Section 4.1, (the "Defaulting Owner"), the other Owner may go upon the Defaulting Owner's Parcel and perform or cause the performance of such obligations and bill the Defaulting Owner for the reasonable expenses thereby incurred. Expenses billed to a Defaulting Owner pursuant to this Section 4.2 shall accrue interest from and after the date of receipt of such bill at the rate of twelve percent (12%) per annum. The Defaulting Owner shall have fifteen (15) days within which to pay the bill. If the Defaulting Owner does not so pay, the curing Owner shall have a lien on the Parcel of the Defaulting Owner for the amount of the bill and accrued interest; provided, however, that if there be a bona fide dispute as to the existence of such default or of the amount due and all undisputed amounts are paid, there shall be no right to place a lien on the Defaulting Owner's Parcel until such dispute is settled by final court decree or mutual agreement. Anything in this Agreement to the contrary notwithstanding, if the failure of an Owner to perform its obligations hereunder has created an emergency condition, such Owner shall not be entitled to notice and opportunity to cure before being in default, and the other Owner may immediately cause the performance of the obligations and bill the Defaulting Owner for expenses incurred as provided above. For purposes of the preceding sentence, the phrase "emergency condition" shall mean any condition constituting an immediate risk of injury to person or serious damage to property.

4.3 Lien for Expenses. Any lien provided for in this Article 4 shall only be effective when filed for record by the curing Owner as a claim of lien, signed and verified, against the Defaulting Owner's Parcel in the office of the recorder of Douglas County, Nevada. The lien shall be for the use and benefit of the curing Owner and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

4.4 Actions to Enforce; Injunctive Relief. Any Owner may institute legal action against a Defaulting Owner for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law. In the event of any violation or threatened violation by any Person of any provision of this Agreement, any Owner shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

4.5 Attorneys' Fees and Costs. If any Owner initiates or defends any legal action or proceeding to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal) incurred as a result of such action or proceeding as determined by the court in the same or a separate proceeding.

4.6 No Waiver. The failure of a Person to insist upon strict performance of any of the provisions of this Agreement shall not constitute a waiver of any rights or remedies that said Person may have, and shall not constitute a waiver of any subsequent breach or default in the performance of any of the provisions of this Agreement by the same or any other Person.

4.7 Other Remedies. In addition to the remedies set forth in this Agreement, each party shall have all other remedies provided by law. No remedy herein conferred upon or reserved to any Person shall exclude any other remedy herein or by law provided, but each shall be cumulative.

5. GENERAL PROVISIONS

5.1 Covenants Run With the Land: Each easement Restriction on each Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcel and each part thereof and shall run with the land.

5.2 Successors and Assigns: This Agreement and the Restrictions created hereby shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, successors and assigns, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

5.3 Modification and Termination: This Agreement may not be modified or terminated, in whole or in part, except with the consent of the Owners both Parcels and then only by written instrument duly executed and acknowledged and recorded in the office of the recorder of Douglas County, Nevada.

5.4 Breach Shall Not Permit Termination: No breach of this Agreement shall entitle any Owner to terminate this Agreement, but such limitation shall not affect any other rights or remedies which such Owner may have for breach of this Agreement. Any breach of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Agreement shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

5.5 Notices:

(a) All notices under this Agreement shall be in writing and shall be given by telefacsimile, by personal service, by United States mail or United States express mail (postage or delivery charge prepaid, return receipt requested) or by an established express delivery service, addressed to the appropriate party at the address or telefacsimile number set forth or determined as provided below. If a notice must be given to a Person other than one designated below, such notice shall be sent to the Person and address shown on the then current real property tax rolls of Douglas County. Notices to the parties shall be sent to the appropriate address or telefacsimile number set forth below:

To NBHNV: 3995 Caughlin Creek Road
Reno, Nevada 89519
Telephone: (775) 575-2475
Facsimile: (208) 454-9634

To PVLP

3995 Caughlin Creek Road
Reno, Nevada 89519
Telephone: (775) 575-2475
Facsimile: (208) 454-9634

Any party upon written notice may change the person and address to which notices are to be given at any time to the other party.

(b) All notices given pursuant to this Agreement shall be deemed given upon receipt. The term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to paragraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the Person specified pursuant to paragraph (a) above, (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party, or (iv) in the case of a telefacsimile, the date and time of receipt as shown on the confirmation of the telefacsimile transmission.

5.7 Severability: If any term or provision of this Agreement or the application of it to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such term or provision to Persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

5.8 Third Party Beneficiary Rights: This Agreement is not intended to create, nor shall it be interpreted or construed to create, any third party beneficiary rights in any Person.

5.9 Captions and Headings: The captions and headings in this Agreement are for reference only and do not define or limit the scope or intent of any of the provisions contained herein.

5.10 Construction: In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, and the use of the singular and plural shall be interchangeable.

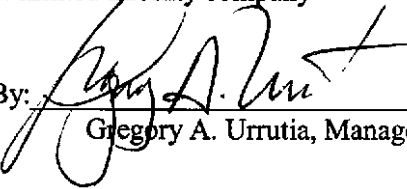
5.11 Joint and Several Obligations: If any party is composed of more than one Person, the obligations of the Persons comprising said party shall be joint and several.

5.12 Recordation: This Agreement shall be recorded in the office of the recorder of Douglas County, Nevada.

EXECUTED as of the date first written above.

NBHNV:

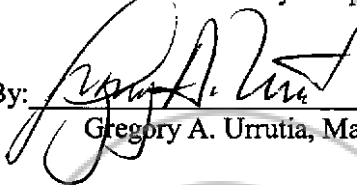
New Beginnings Housing of Nevada, LLC,
A Nevada limited liability company

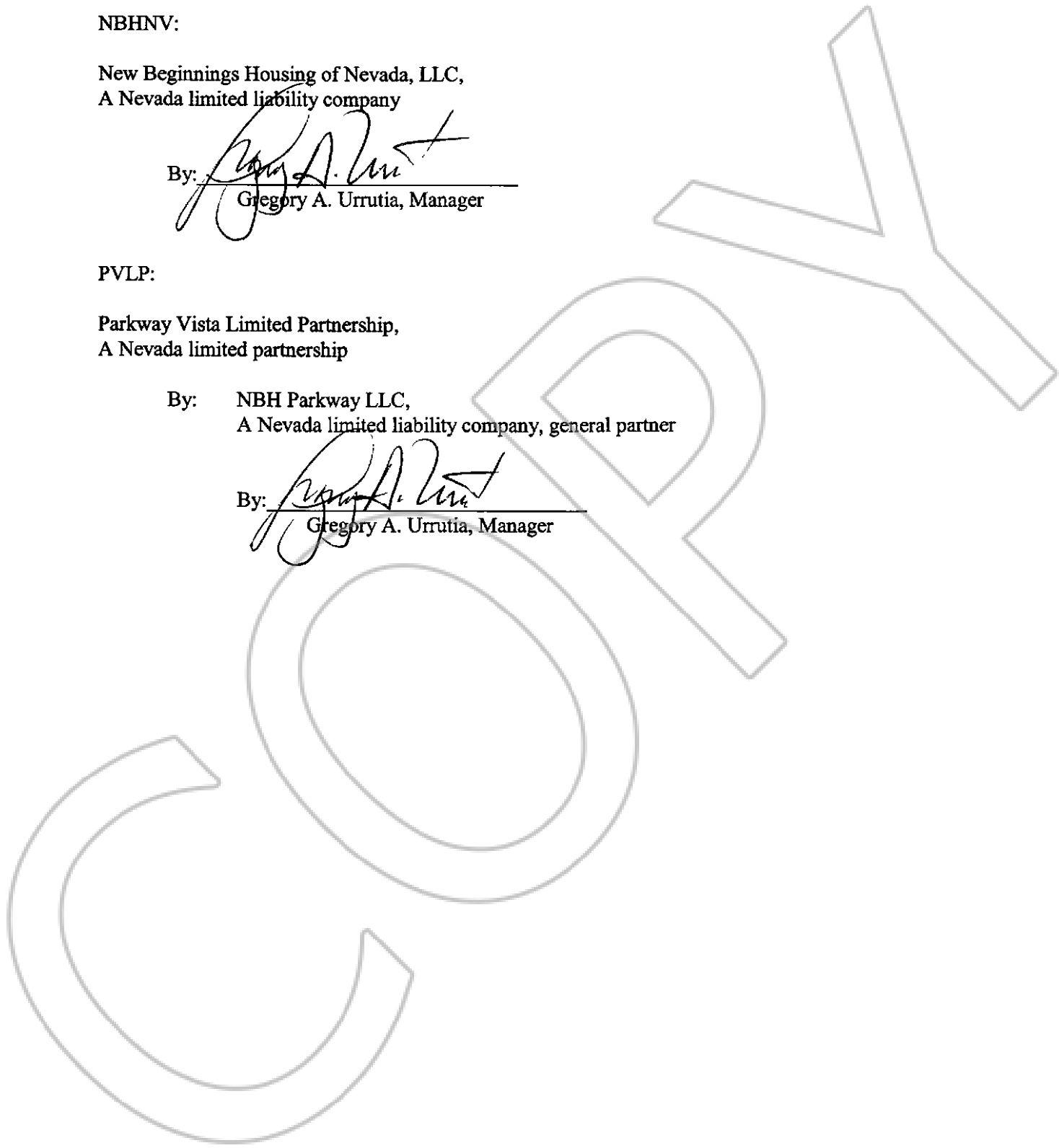
By: 
Gregory A. Urrutia, Manager

PVLP:

Parkway Vista Limited Partnership,
A Nevada limited partnership

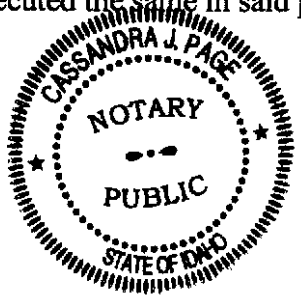
By: NBH Parkway LLC,
A Nevada limited liability company, general partner

By: 
Gregory A. Urrutia, Manager



State of IDAHO)
) ss.
County of Canyon)

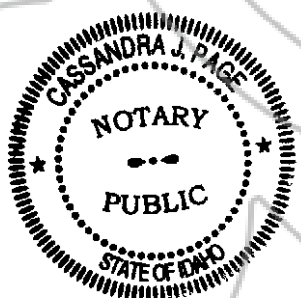
On this 23rd day of April, in the year of 2013, before me, a Notary Public in and for said State, personally appeared Gregory A. Urrutia, known or identified to me to be the Manager of New Beginnings Housing of Nevada, LLC, a Nevada limited liability company who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.



Cassandra J. Page
Notary Public for Idaho
My Commission expires 2/2/19

State of IDAHO)
) ss.
County of Canyon)

On this 23rd day of April, in the year of 2013, before me, a Notary Public in and for said State, personally appeared Gregory A. Urrutia, known or identified to me to be the Manager of NBH Parkway, LLC, a Nevada limited liability company, the general partner of Parkway Vista Limited Partnership, a Nevada limited partnership, who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.



Cassandra J. Page
Notary Public for Idaho
My Commission expires 2/2/19

EXHIBIT "A"

NBHV PROPERTY

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

Parcel 3B, as shown on that certain Parcel Map LDA 12-018 for NEW BEGINNINGS HOUSING OF NEVADA, LLC, filed in the office of the Douglas County Recorder, State of Nevada, on January 4, 2013, in Book 0113, at Page 999, as Document No. 815737, Official Records.

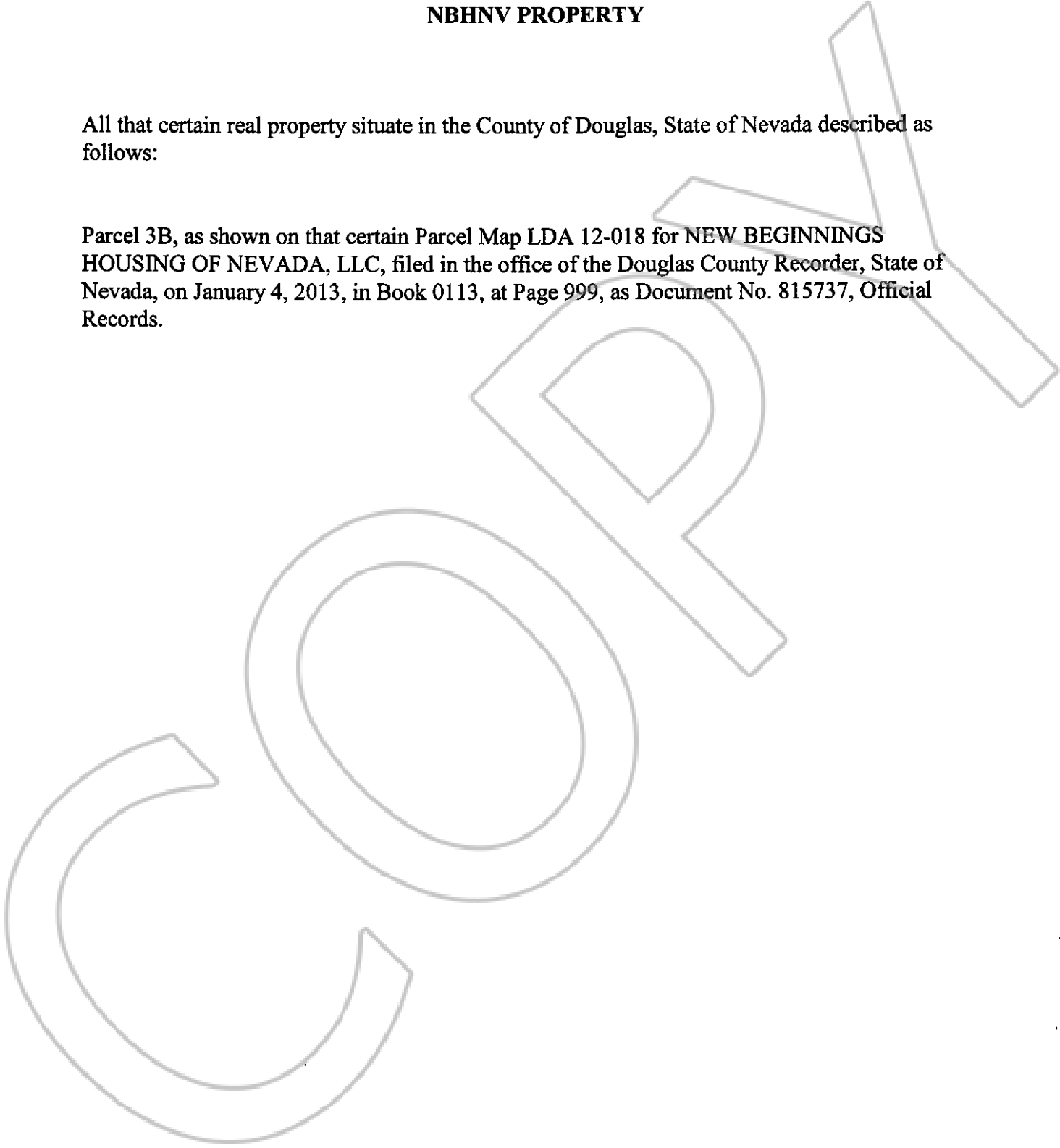


EXHIBIT "B"

PVLP PROPERTY

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

Parcel 3A, as shown on that certain Parcel Map LDA 12-018 for NEW BEGINNINGS HOUSING OF NEVADA, LLC, filed in the office of the Douglas County Recorder, State of Nevada, on January 4, 2013, in Book 0113, at Page 999, as Document No. 815737, Official Records.

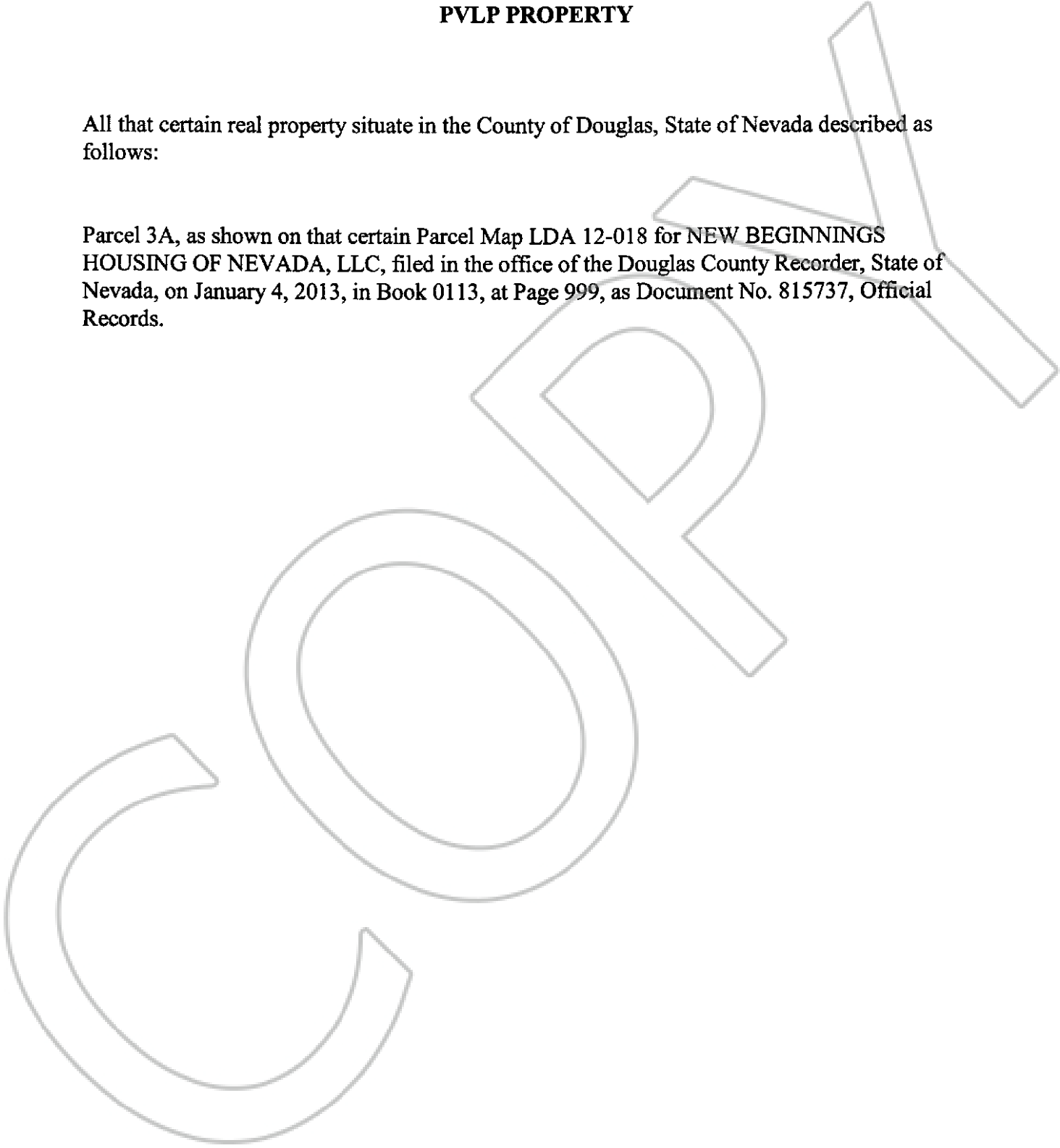


EXHIBIT "C"

ACCESS AND UTILITY EASEMENT

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

That certain portion of land depicted as the 30' access easement over the northeasterly portion of Parcel 3B, as shown on that certain Parcel Map LDA 12-018 for NEW BEGINNINGS HOUSING OF NEVADA, LLC, filed in the office of the Douglas County Recorder, State of Nevada, on January 4, 2013, in Book 0113, at Page 999, as Document No. 815737, Official Records.

