

DOUGLAS COUNTY APN 1120-05-005-002 and
1120-05-005-001



KAREN ELLISON, RECORDER

RECORDING REQUESTED BY:

Bennet J. Vassey
PO Box 1120
Minden, NV 89423

MAIL TAX STATEMENTS TO:

Name:
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**GRANT OF EASEMENT FOR WELL
WITH RIGHTS OF REVERSION;
DECLARATION OF RIGHTS AND RESPONSIBILITIES**

(Only use if applicable)

The undersigned hereby affirms that the document submitted for recording contains personal information as required by law: (check applicable)

___ Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

___ Judgment – NRS 17.150(4)

___ Military Discharge – NRS 419.020(2)

Signature

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

\$1.00 Additional Recording Fee for Use of This Page

**GRANT OF EASEMENT FOR WELL
WITH RIGHTS OF REVERSION;
DECLARATION OF
RIGHTS AND RESPONSIBILITIES**

THIS INDENTURE WITNESSETH: That for a valuable consideration, receipt of which is hereby acknowledged, **Bennett J. Vasey and Marilyn J. Vasey, Trustees of the Vasey Family Trust Dated 26 January, 2001**, (hereinafter, “**Grantor**”), does hereby grant and convey to **Randall R. Chitwood and Lorilyn V. Chitwood, Trustees of the Chitwood Family Trust U/D/T November 14, 2006** (hereinafter, “**Grantee**”), that certain access easement for purposes of access and maintenance of a domestic well as described herein and subject to the terms, conditions and right of reversion set forth herein.

The consideration contained in this instrument is based on the following factual recitals which constitute a material part of this agreement:

A. Grantor is the owner of a certain parcel of land in Douglas County, Nevada, commonly known as and located at 175 Westside Lane, Gardnerville, Nevada, bearing Douglas County APN 1120-05-005-002 (hereinafter, “Grantor’s Property”) more particularly as described in **Exhibit C** attached hereto and incorporated herein by reference, which parcel shall be the servient estate.

B. Grantee is the owner of a certain parcel of land in Douglas County, Nevada, commonly known as and located at 195 Westside Lane, Gardnerville, Nevada, bearing Douglas County APN 1120-05-005-001 (hereinafter, “Grantee’s Property”) and more particularly as described in **Exhibit D** attached hereto and incorporated herein by reference, which parcel shall be the dominant estate.

C. The parties have entered into that certain “Grant Easement Deed and Declaration of Common Drive Easement Rights and Responsibilities” dated June 12, 2017, and recorded June 13, 2017, as Document No. 899906, Official Records of Douglas County, Nevada (hereinafter, the “Driveway Easement”) which provides for an access easement to the parcels owned by Grantor and Grantee and defines the obligations of the parties regarding the maintenance of said Driveway Easement.

D. The parties share a domestic water well located on Grantor’s property (the “Well”) that contains separate water pumps for each of the properties and that is accessed by an existing dirt road, which dirt road extends from the Driveway Easement to the Well.

E. Grantor hereby agrees to grant an easement to Grantee for purposes of access and maintenance of the well, and the parties desire to confirm and define the present and future rights and obligations of the parties regarding the use of such access easement to the well and Grantor’s rights of reversion thereto.

NOW, THEREFORE, Grantors hereby grant an easement to Grantee for the limited purposes of access to and maintenance of the Well, subject to the rights and reservations of record and terms and conditions herein, which easement is particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the “Well Easement”), and as depicted in that certain survey dated March 31, 2017, prepared by PLS Clifford W. Ray, RO Anderson Engineering, Inc., attached hereto as **Exhibit B** (hereafter, the “Survey”).

The Well Easement shall not be exclusive to Grantee but Grantor shall and does hereby retain all rights of use of the same for access and maintenance of Grantor’s pump. Further, Grantee’s water pump within the Well is served by a separate water line and electric utility service in an unknown

location from the Well to Grantee's parcel, which shall be a part of the Well Easement and subject to the conditions set forth herein.

The parties, as material consideration herein, expressly agree to the following terms and conditions concerning the grant of the Well Easement described herein and the rights and obligations of the parties, as follows:

This grant of the Well Easement as described herein is expressly conditioned on, and Grantee shall have and hold said Well Easement so long as, the Well is being used by Grantee for the sole purpose of active production of domestic water serving Grantee's residence and for no other purpose; provided, further, that if Grantee shall elect to drill its own domestic water well on Grantee's Property or should Grantee fail to produce and use domestic water from the Well for a period of three (3) years, then in either event the Well Easement as described herein shall be deemed abandoned and all rights, title and interest therein of Grantee shall revert to Grantor, or Grantor's successors in interest, heirs and assigns. Upon the occurrence of such event, Grantor shall have the right, without further condition, to take sole possession and title ownership of the Well Easement granted herein and any improvements used in connection with the Well or production of domestic water therefrom and remove any water facility, including pumps and utility service, from the Well.

Upon the occurrence of any event of reversion, Grantor shall provide 30 days written notice to Grantee of the event of reversion, whereupon Grantee shall, upon or before expiration of said 30 day period, execute and deliver to Grantor a deed conveying the Well Easement and releasing any and all rights, title and interest of Grantee therein to Grantor. Grantor shall record said deed whereupon Grantor's reversion of the Premises shall be deemed complete without further condition or act. Should Grantee or its successors-in-interest fail to execute such reversion deed, Grantor shall

have the right to enforce this provision in a court of competent jurisdiction in Douglas County, Nevada and Grantee shall be responsible for all costs and fees incurred therein.

The conditions described and the right of reversion retained by Grantor herein shall be deemed covenants running with the land for the benefit of Grantor and their successors in interest, heirs, devisees, executors, administrators and assigns. The estate granted herein is expressly limited to the interests described and nothing herein shall be deemed to convey any water rights that may otherwise be appurtenant to Grantor's Property, or any other right, title or interest thereto not expressly provided for in this grant instrument.

Further, each party agrees to take no action that would cause infiltration of contaminants to the Well and acknowledge and agree to abide by a wellhead protection and agricultural setback comprised of an area of land of a 100' radius centered on the Well.

The parties hereto acknowledge and agree that the parties, as owners of the servient and dominant parcels, their successors and assigns, shall be obligated to maintain and repair the access road to the Well and share equally in the cost therefor; provided, however, that each party is solely responsible for any expense or cost for maintenance or repair of their separate water pumps in and associated utilities to the Well. Both parties shall work together to coordinate any such repair, replacement or maintenance activities so as to minimize expense and interference with the use of the Well or production of water to the other party.

The parcel owners will exercise reasonable care in their use of the access road to the Well so as to not cause more than normal wear and tear on the same. Should either party cause any damage to the Well or loss of water service to the other party by reason of such party's actions in repairing or maintaining its separate water pump, than the party causing any such damage shall

indemnify and reimburse the other party suffering such damage for all costs and expenses caused thereby, including transport of alternate water or repairs to the Well.

The rights granted to Grantee in this instrument shall not be further assignable except as an appurtenance to and in conjunction with the sale or other conveyance of Grantee's Property, and restricted to the production of domestic water for one (1) single family residence or as otherwise restricted by law.

DONE THIS 12 DAY OF JUNE, 2017.

The Vasey Family Trust Dated 26 January, 2001

The Chitwood Family Trust U/D/T November 14, 2006

By Bennett J. Vasey
Bennett J. Vasey, Trustee

By Randall R. Chitwood
Randall R. Chitwood, Trustee

By Marilyn J. Vasey
Marilyn J. Vasey, Trustee

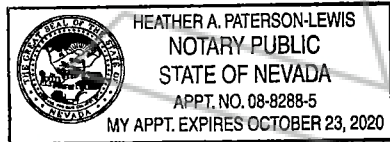
By Lorilyn V. Chitwood
Lorilyn V. Chitwood, Trustee

[NOTARY ACKNOWLEDGMENTS ON NEXT PAGE]

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On June 12, 2017, before me, a notary public, personally appeared **Bennett J. Vasey** and **Marilyn J. Vasey**, personally known (or proved) to me to be the Trustees of the Vasey Family Trust Dated 26 January, 2001, and the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.

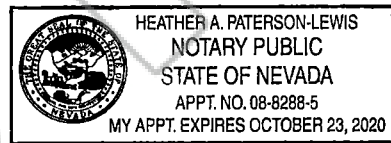
Heather A. Paterson-Lewis
Notary Public



STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On June 12, 2017, before me, a notary public, personally appeared **Lorilyn V. Chitwood**, personally known (or proved) to me to be the Trustees of the Chitwood Family Trust U/D/T November 14, 2006, and the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.

Heather A. Paterson-Lewis
Notary Public



STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On June 12, 2017, before me, a notary public, personally appeared **Randall R. Chitwood**, personally known (or proved) to me to be the Trustees of the Chitwood Family Trust U/D/T November 14, 2006, and the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.

Heather A. Paterson-Lewis
Notary Public

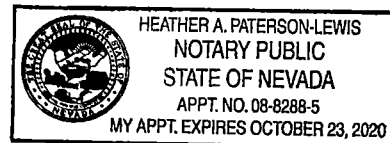


EXHIBIT C
to
Grant of Easement for Well
with Rights of Reversion;
Declaration of Rights and Responsibilities
LEGAL DESCRIPTION OF VASEY PROPERTY

The land referred to herein is situated in the State of Nevada, County of DOUGLAS, described as follows:

PARCEL 1:

All that certain piece, parcel or portion of land situate, lying and being within the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 11 North, Range 20 East, M.D.B.&M., Douglas County, Nevada and more particularly described as follows:

All that portion of Adjusted Parcels 1 and 2as shown on the Record of Survey to accompany a Lot Line Adjustment for T. SCOTT and CHARLOTTE E. BROOKE filed for record in Book 493 at Page 3643, as Document No. 305108, Official Records of Douglas County, Nevada described as follows:

COMMENCING at the Southwest corner of Adjusted Parcel 1 as shown on the aforesaid map which point is the TRUE POINT OF BEGINNING; Thence along the West line of said parcel North 00°06'19" West, a distance 635.56 feet; Thence leaving said line North 88°17'53" East, a distance of 1,317.98 feet to a point on the East line of aforesaid adjusted Parcel 2; Thence along said East line South 00°04'36" West, a distance of 663.63 feet to the Southeast corner of said Adjusted Parcel 2; Thence along the South line of Adjusted Parcels 1 and 2 South 89 °31' 04" West, a distance of 1,315.39 feet to the TRUE POINT OF BEGINNING.

The basis of Bearing on this description is the North line of the Northwest 1/4 of Section 5, which bears North 89°56'49" East as shown on the Record of Survey to Accompany a Lot Line Adjustment for T. SCOTT and CHARLOTTE E. BROOKE, filed for record in Book 493 at Page 3643, as Document No. 305108, Official Records of Douglas County, Nevada.

Further described as Adjusted Parcel "B" on Record of Survey to support a Boundary Line Adjustment filed for record May 1, 1996, in Book 596 at Page 139, as Document No. 386750.

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Continued on next page

PARCEL 2:

An easement for ingress and egress being a strip of land variable in width, over a portion of Section 32, Township 12 North, Range 20 East, M.D.B. & M., in the County of Douglas State of Nevada, being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 32; Thence Easterly along the Northerly line of said Section 32, North $89^{\circ}53'56''$ East, 64.20 feet; Thence South $00^{\circ}07'05''$ West, 2,657.20 feet; Thence South $00^{\circ}07'50''$ West, 2,646.76 feet, more or less, to a point on the Southerly line of the Southwest 1/4 of said Section 32; Thence Westerly along said Southerly line, South $89^{\circ}56'56''$ West, 59.40 feet, more or less to the Southwest corner of said Section 32; Thence Northerly along the Westerly line of the Southwest 1/4 of said Section 32, North $00^{\circ}05'45''$ East, 2,646.78 feet, more or less, to the West 1/4 corner of said Section 32; Thence Northerly along the Westerly line of the Northwest 1/4 of said Section 32, North $00^{\circ}02'56''$ East, 2,657.11 feet, more or less to the POINT OF BEGINNING.

[In compliance with Nevada revised statute 111.312, the herein above legal description was taken from instrument recorded December 19, 2006, Book 1206, Page 7010, as Document No. 691113, Recorded in the Official Records of Douglas County, State of Nevada.”]

EXHIBIT D

to

**Grant of Easement for Well
with Rights of Reversion;
Declaration of Rights and Responsibilities**

LEGAL DESCRIPTION OF CHITWOOD PROPERTY

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

PARCEL I:

A portion of the Northwest 1/4 of Section 5, Township 11 North, Range 20 East M.D.B. & M., in Douglas County, Nevada more particularly described as follows:

Adjusted Parcel 2 as set forth on Record of Survey to accompany a Lot Line Adjustment for T. SCOTT and CHARLOTTE E. BROOKE, filed for record April 20, 1993, in Book 493, Page 3643, as Document No. 305108, Official Records of Douglas County, Nevada.

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PARCEL II:

An easement for ingress and egress being a strip of land variable in width, over a portion of Section 32, Township 12 North, Range 20 East, M.D.B. & M., in the County of Douglas, State of Nevada, being more particularly described as follows:

Beginning at the Northwest corner of said Section 32; thence Easterly along the Northerly line of said Section 32, North 89°53'56" East, 64.20 feet; thence South 0°07'05" West, 2,657.20 feet; thence South 0°07'50" West, 2,646.76 feet, more or less, to a point on the Southerly line of the Southwest 1/4 of said Section 32; thence Westerly along said Southerly line, South 89°56'56" West, 59.40 feet, more or less to the Southwest corner of said Section 32; thence Northerly along the Westerly line of the Southwest 1/4 of said Section 32, North 0°05'45" East, 2646.78 feet, more or less, to the West 1/4 corner of said Section 32; thence Northerly along the Westerly line of the Northwest 1/4 of said Section 32, North 0°02'56" East, 2,657.11 feet, more or less to the POINT OF BEGINNING.

TOGETHER WITH an easement for ingress and egress over the Westerly fifty feet (50') and Southerly twenty-five feet (25') of adjoining Parcel 1 further

Continued on next page

described as follows: A portion of the NW 1/4 of Section 5, Township 11 North, Range 20 East, M.D.B. & M., in Douglas County, Nevada, more particularly described as follows: Adjusted Parcel 1 as set forth on Record of Survey to accompany a lot line adjustment for T. Scott Brooke and Charlotte E. Brooke, filed for record April 20, 1993, in Book 493, Page 3643, as Document No. 30518, Official Records.

RESERVING THEREFROM the easement rights for access ingress and egress in favor of Grantor on the Southerly twenty-five feet (25'); and,

FURTHER RESERVING THEREFROM an easement for utility purposes on the Northern fifteen feet (15') thereof, and all rights, and expectations of reimbursement from utility companies relating to said utilities therein; and, acknowledges Grantees access to utilities therein; and,

SUBJECT to the Declaration of Restrictions recorded concurrently herewith.

[In compliance with Nevada revised statute 111.312, the herein above legal description was taken from instrument recorded November 17, 2006, Book 1106, Page 6537, as Document No. 689001, Recorded in the Official Records of Douglas County, State of Nevada.”]

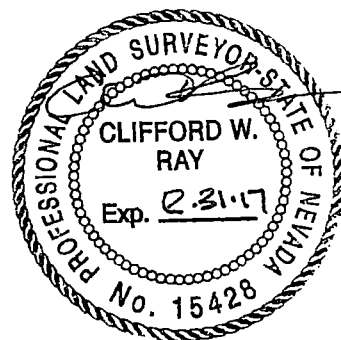
DESCRIPTION
WELL ACCESS EASEMENT
(a portion of A.P.N. 1120-05-000-002)

A parcel of land located within Section 5, Township 11 North, Range 20 East, Mount Diablo Meridian, County of Douglas, State of Nevada, further described as being a portion of Adjusted Parcel B as shown on the Record of Survey Supporting a Boundary Line Adjustment for Brooke / Vasey, filed for record May 1, 1996 in the office of Recorder, Douglas County, Nevada as Document No. 386750, more particularly described as follows:

COMMENCING at a point on the southerly line of a 20' Driveway Easement from which the northwest corner of said Section 5 bears North 37°10'57" West, 914.24 feet;
 thence leaving said southerly line along a curve to the right having a radius of 165.00 feet, a central angle of 30°42'44", an arc length of 88.44 feet and a radial bearing of South 22°52'31" West;
 thence South 36°24'45" East, 132.52 feet;
 thence North 53°35'15" East, 20.00 feet;
 thence South 36°24'45" East, 20.00 feet;
 thence South 53°35'15" West, 30.00 feet;
 thence North 36°24'45" West, 152.52 feet;
 thence along a tangent curve to the left having a radius of 155.00 feet, a central angle of 33°37'21" and an arc length of 90.96 feet;
 thence along a non-tangent curve to the left having a radius of 270.00 feet, a central angle of 02°44'03", an arc length of 12.88 feet and a radial bearing of North 28°06'19" West to the POINT OF BEGINNING, containing 2,821 square feet, more or less.

The basis of bearing for this description is North 00°06'19" West, being the west line of Section 5, Township 11 North, Range 20 East, M.D.M. as shown the Record of Survey Supporting a Boundary Line Adjustment for Brooke / Vasey, filed for record May 1, 1996 in the office of Recorder, Douglas County, Nevada as Document No. 386750

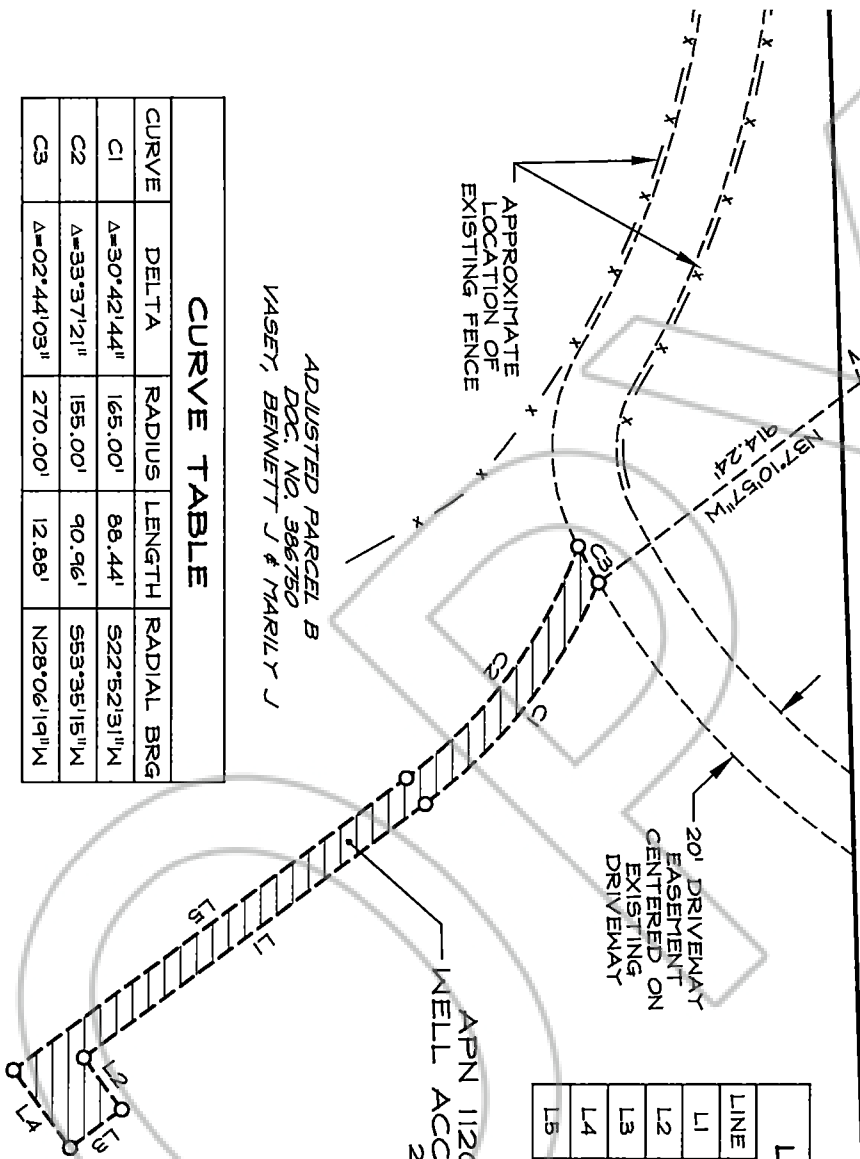
Prepared By: R.O. Anderson Engineering, Inc.
 Clifford W. Ray, P.L.S. 15428
 P.O. Box 2229
 Minden, Nevada 89423



31
32
6
5
ADJUSTED PARCEL A
DOC. NO. 386750
CHITWOOD, RANDALL & LORRYN

LINE	BEARING	LENGTH
L1	S36°24'45"E	132.52'
L2	N53°35'15"E	20.00'
L3	S36°24'45"E	20.00'
L4	S53°35'15"W	30.00'
L5	N36°24'45"W	152.52'

CURVE	DELTA	RADIUS	LENGTH	RADIAL BRG
C1	Δ=30°42'44"	165.00'	88.44'	S22°52'31"W
C2	Δ=33°37'21"	155.00'	90.96'	S53°35'15"W
C3	Δ=02°44'03"	270.00'	12.88'	N28°06'19"W



SCALE: 1" = 60'



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EXHIBIT
WELL ACCESS EASEMENT
A.P.N. 1120-05-000-002
GARDNERVILLE, NEVADA

03/31/17