

APN# 1318-23-602-12



KAREN ELLISON, RECORDER

Recording Requested by/Mail to:

Name: Midkiff & Associates

Address: PO BOX 12427

City/State/Zip: Zephyr Cove NV 89448

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____

Easement

Title of Document (required)

------(Only use if applicable)-----

The undersigned hereby affirms that the document submitted for recording
DOES contain 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

**AGREEMENT ESTABLISHING RECIPROCAL ACCESS AND DRAINAGE
EASEMENTS**

This Agreement Establishing Reciprocal Access and Drainage Easement and Covenants is made this 19 day of December, 2018, the Meyer Irrevocable Trust dated 2011 grants this reciprocal access and drainage easement to allow access and drainage across, over and between Assessors Parcels 1318-23-602-011 (378 Summit Dr.) and 1318-23-602-12 (381 Summit Dr.).

Recitals

A. The Meyer Revocable Trust dated 2011 is the owner of real property located in Douglas County, Nevada and more particularly described in Exhibit "A" and Exhibit "B" hereto (hereinafter referred to as "Parcel 1" and "Parcel 2" respectively);

B. Parcel 1 and Parcel 2 are contiguous;

C. The Meyer Revocable Trust dated 2011 on behalf of itself and its respective successors and assigns, intends hereby to create various easements and covenants running with the land and which are appurtenant to Parcel 1 and Parcel 2 as hereafter set forth.

1. Reciprocal Easements - Parcel 1 and Parcel 2

Meyer Revocable Trust dated 2011 grants to each Parcel permanent, non-exclusive easements for ingress and egress (vehicular and pedestrian), snow removal, drainage and utilities (underground only), on, under and across portions of Parcel 1 and Parcel 2, and more particularly described in Exhibit "A" and "B" hereto and incorporated herein by reference.

Meyer Revocable Trust dated 2011 and its respective successors and assigns, shall jointly and equally share the costs of snow

2. Existing Utility Easements

The parties shall be entitled to access and utilize existing easements of public record, or as-built, on either Parcel 1 or Parcel 2 and such modifications to the locations thereof, as may be necessary for the reasonable use thereof.

3. Temporary Easements for Maintenance, Repair and Replacement - Parcel 1 and Parcel 2

A party shall not unreasonably impair the ability of the other party and its successors and assigns, to effect maintenance, repair and replacement and other requirements and rights under the easements herein granted. The parties will permit the use of their respective Parcels for such purpose, however, in no event shall the ingress and egress easement be blocked in such a manner, as to deny access to the parties' respective buildings and improvements. The parties shall give a minimum of seven (7) days notice of any intended activity pursuant to this Paragraph.

4. Compliance with Laws

The parties agree to keep their easement areas in good and safe condition and in compliance with laws, ordinances, statutes, requirements and regulations of any government agency.

5. Hold Harmless

The parties indemnify and hold each other harmless from liability, loss damage, costs and expenses for injury or death to persons or property damage arising from the negligent or wanton use of any easement and from any breach of a party's obligations hereunder.

6. Default; Non-Use

The easements herein created shall not be terminated by default of any obligation hereunder or by misuse or non-use of any easement granted hereunder. Except as otherwise provided herein, no abandonment or termination of any easement shall occur, except by express recorded declaration of abandonment or

termination executed by the owners of Parcel 1 and Parcel 2. Except as provided herein, the parties reserve all rights under law or equity.

7. Not a Public Dedication

Nothing herein will be deemed a gift or dedication of any easement or portion thereof to or for the general public; it being the intention of the parties that this Agreement Establishing Reciprocal access, drainage and utility Easements and Covenants be limited to and for the purposes expressed herein.

8. Cost Approval and Arbitration

For any cost being jointly shared by the parties hereto, the parties shall agree, in advance, as to the amount of such cost and the persons providing such services. If the parties are unable to agree, the matter shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any arbitration shall be held in Douglas County, Nevada.

9. Covenants Running with Land

All of the easements, covenants, rights and obligations herein set forth shall run with the land and shall inure to the benefit of and shall be binding upon the parties hereto and all parties having or acquiring any right, title, interest or estate in Parcel 1 and Parcel 2 or any part thereof.

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10. Governing Law; Attorney's Fees

This document shall be interpreted and enforced under the laws of the State of Nevada.

In the event it should become necessary to enforce the terms of this document, the prevailing party shall be entitled to costs and fees, including reasonable attorney's fees incurred in connection therewith.

PARCEL 1 OWNER:

Meyer Revocable Trust
Dated 2011

By: Kevin Meyer
Kevin Meyer, TTE

PARCEL 2 OWNER:

Meyer Revocable Trust
dated 2011

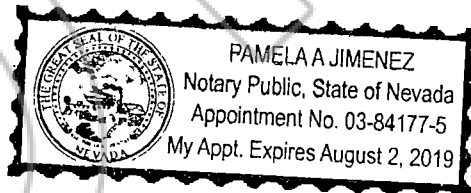
By: Kevin Meyer
Kevin Meyer, TTE

This instrument was acknowledged before me on December 19, 2018
By Kevin Michael Meyer

State of Nevada

County of Douglas

Pamela A Jimenez
Notary Public



TIME RECEIVED
January 4, 2019 at 4:36:58 PM PST

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DURATION
35

PAGES
1

STATUS
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Jan 04 2019 4:48PM

MIDKIFF AND ASSOC.

17755881091

p. 1

EXHIBIT A AND EXHIBIT B

The land referred to in this Commitment is situated in the County of Douglas, State of Nevada and is described as follows:

A PARCEL LYING WITHIN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B. & M DESCRIBED AS FOLLOWS:

PARCELS 3 AND 4 AS SET FORTH ON THE SUMMIT CREEK AMENDED PARCEL MAP FILED FOR RECORD JULY 15, 1974 AS DOCUMENT NO. 74248, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.

