

APN: 1219-15-002-039,  
1219-15-002-037,  
1219-15-002-038



KAREN ELLISON, RECORDER

When Recorded Return To:

Marshall P. Wilkinson  
360 Canyon Creek Court  
Gardnerville, Nevada 89460

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**MODIFICATION AND CLARIFICATION OF COMMON DRIVE EASEMENT  
RIGHTS AND RESPONSIBILITIES**

This Declaration and Modification is made this 15<sup>th</sup> day of April, 2019 by and between Marshall P. Wilkinson and Christine B. Wilkinson, husband and wife, Wilkinson hereinafter, Sonya Akins, an unmarried woman, hereinafter Akins, and Brian Derausseau, an unmarried man, hereinafter Derausseau relative to an easement for ingress and egress identified in Easement Grant Deed recorded on September 23, 1993 as document number 318382 in Book 0993 at Page 4424 in Official Records, Douglas County Recorder, State of Nevada, hereinafter Easement. Wilkinson, Akins and Derausseau may be hereinafter referred to as Party or Parties.

Said Easement was further modified and clarified by a document dated January 8, 1997 by and between Heidi Roach (predecessor in interest to Wilkinson) and Melvin and Dorothy Swingrover (predecessor in interest to Derausseau) recorded in Book 0197 at Page 2135 of Official Records, as document number 404766 Douglas County Recorder, State of Nevada.

Whereas each of the Parties, Wilkinson, Akins, and Derausseau are owners of separate single family homes located in Gardnerville, Nevada with street addresses of 360, 356, and 358 Canyon Creek Court respectively, hereinafter Property or Properties, and;

Whereas each Party's ownership is known as Douglas County Assessor's Parcel number 1219-15-002-039 (formerly 19-420-06) in the case of Wilkinson, 1219-15-002-037 (formerly 19-420-07) in the case of Akins, and 1219-15-002-038 (formerly 19-140-12) in the case of Derausseau, and;

Whereas Wilkinson and Akins provide the Easement over their properties to Derausseau over an asphalt paved Road, 20 feet in width, which is at times either within or outside of the boundaries of the easement as set forth in the document recorded September 23, 1993, said portions of the road lying outside the Easement being referred to as the Encroachments, and;

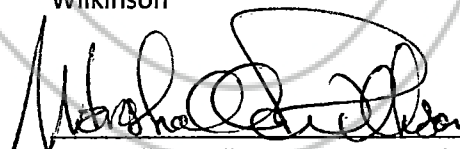
Whereas said Easement was created for the purpose of removing and replacing that certain easement shown as Doornink Boulevard as it pertained to the Akins' Property as shown on that certain Record of Survey to accompany a Lot Line Adjustment for Mike Hickey Construction, Inc. and James D. and Edna A. Doornink, being a predecessor in interest to Swingrover and Derausseau, which was recorded September 23, 1993 as document number 318377 in Book 993 at page 4413 in Douglas County, Nevada;

Now therefore, the Parties agree as follows:


- 1) The Easement shall be non-exclusive and available for use by each of the three Parties for access to other portions of their Properties.
- 2) Wilkinson and Akins grant to Derousseau a temporary license to utilize the areas of the Road considered to be Encroachments for the sole purpose of gaining ingress and egress to 358 Canyon Creek Court. Said license shall not be deemed as irrevocable nor as being granted in perpetuity and shall be revoked if and when the Road is repaved or re-constructed by Derousseau. Derousseau acknowledges and agrees that if he plans a major repair or reconstruction of the paved roadway in the future, he will cause the asphalt Encroachments to be removed and the new road surface to be located completely within the boundaries of the recorded Easement.
- 3) The Parties acknowledge and agree that each of the Properties associated with this agreement is a single family home site, will not be further subdivided and will continue to be restricted to no more than one primary residence per Property, however nothing contained herein nor in the Covenants, Conditions and Restrictions shall limit each parties ability to construct a guest house or other structure(s) allowed by zoning ordinance on their respective Properties. Further, the Parties agree that no portion of the Properties shall be utilized for the parking or storage of more than four commercial vehicles associated with a business owned by the owner or occupant of said Property.
- 4) The Parties acknowledge and agree that neither Wilkinson nor Akins shall have any obligation to maintain or repair the Road as it exists at present or shall exist in the future, that responsibility being that of Derousseau. Notwithstanding the foregoing, in the event a use of the Road by Wilkinson or Akins damages the road to an extent requiring reconstruction or repair, the Party causing the damage shall be responsible for the cost of the repair.
- 5) The Parties acknowledge that each will indemnify and hold harmless the others from any loss, damage or expense that may occur to them, their invitees or designees or their property as a result of use of the easement.
- 6) The rights and obligations set forth herein shall not supersede nor negate those set forth in that certain agreement recorded in Book 0197 at page 2135 of Official Records as document number 404766, in Douglas County, Nevada.
- 7) The rights and obligations set forth herein shall not be further assignable by the Property owners except as an appurtenance to and in conjunction with the sale of each underlying Property and shall not be expanded to cover provide ingress and egress to lands other than the three Properties identified herein.
- 8) The rights and obligations set forth herein shall be deemed to run with the land of the respective Property and shall be for the benefit of and inure to the Party who owns each said Property and their successors.

In acknowledgement and agreement with the foregoing each of the Parties signs, dates and notarizes this agreement consisting of two pages.

Wilkinson

  
Marshall P. Wilkinson      4-2-19  
date  
Notary attached

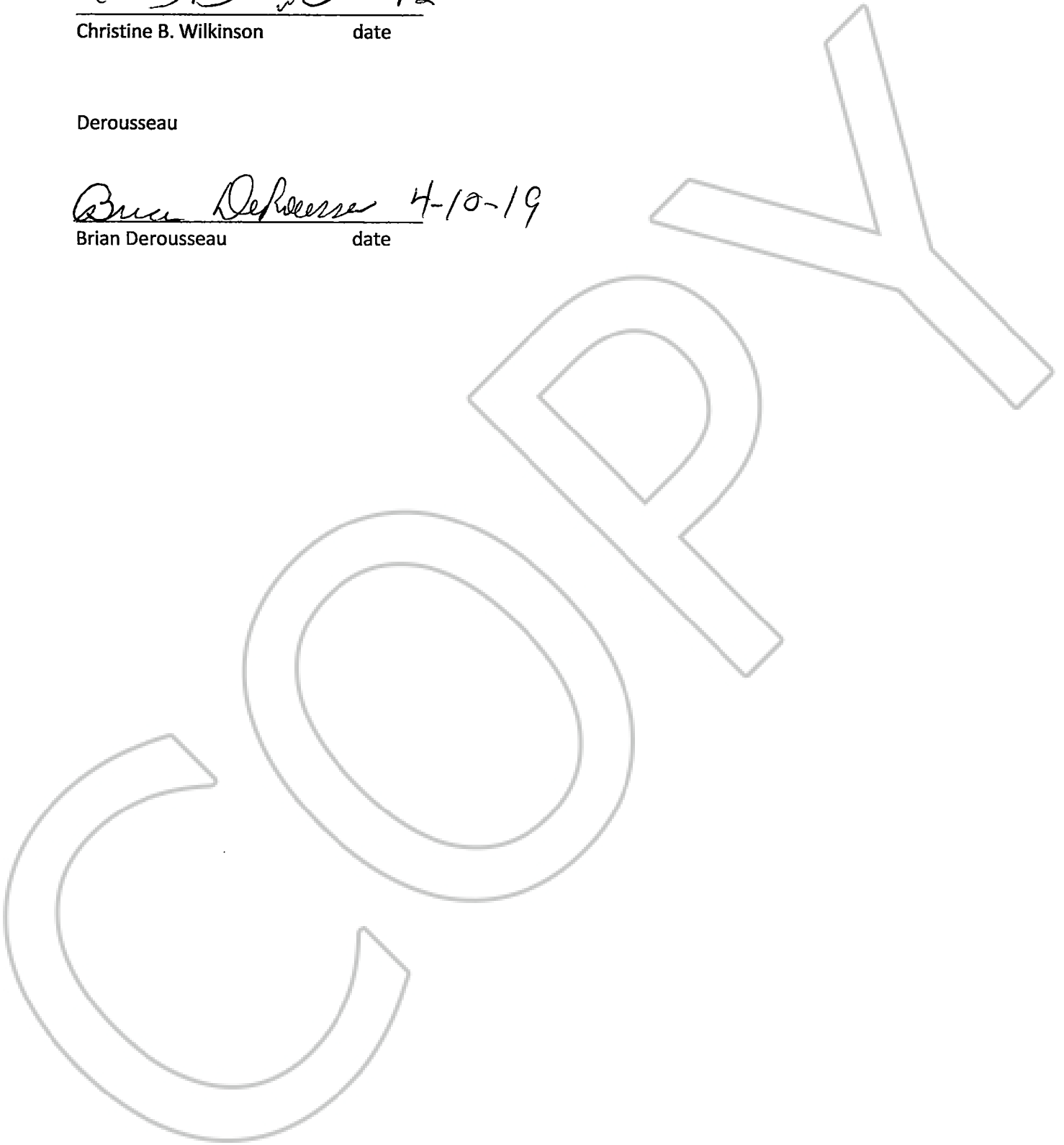
Akins

  
Sonya Akins      4-3-19  
date

CBW 4-2-19  
Christine B. Wilkinson      date

Derausseau

Brian Derausseau 4-10-19  
Brian Derausseau      date



ALL-PURPOSE ACKNOWLEDGMENT

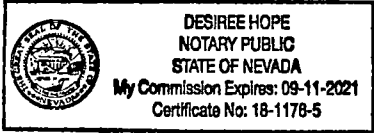
State of Nevada

County of Douglas

On April 2, 2019 before me, Desiree Hope  
DATE NAME OF NOTARY PUBLIC

personally appeared Christine B Wilkinsan  
NAME(S) OF SIGNER(S)

personally known to me OR  I proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal or Stamp Here

Desiree Hope  
SIGNATURE OF NOTARY

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it may prove valuable to persons relying on this Acknowledgment and could prevent fraudulent reattachment of this certificate to another document.

DESCRIPTION OF ATTACHED DOCUMENT

Modification & clarification of Common Drive Easement

TITLE OR TYPE OF DOCUMENT

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT

3

NUMBER OF PAGES

April 2019

DATE OF DOCUMENT

Maurice P. Wilkinsan III, Sonya Atkins

Bryan Derousseau

SIGNER(S) OTHER THAN NAMED ABOVE

ALL-PURPOSE ACKNOWLEDGMENT

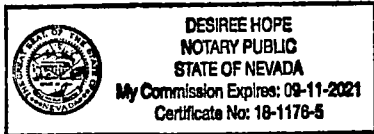
State of Nevada

County of Douglas

On April 2, 2019 before me, Desiree Hope  
DATE NAME OF NOTARY PUBLIC

personally appeared Marshall P. Wilkinson III  
NAME(S) OF SIGNER(S)

personally known to me OR  approved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal or Stamp Here

Desiree Hope  
SIGNATURE OF NOTARY

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it may prove valuable to persons relying on this Acknowledgment and could prevent fraudulent reattachment of this certificate to another document.

DESCRIPTION OF ATTACHED DOCUMENT

modification & clarification of  
Common Drive Easement  
TITLE OR TYPE OF DOCUMENT

THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT

3  
NUMBER OF PAGES

April 2019  
DATE OF DOCUMENT  
Christina B. Wilkinson, Sonya Atkins  
Bryan Rousseau  
SIGNER(S) OTHER THAN NAMED ABOVE



# Acknowledgment by Individual

State of Nevada County of Douglas

On this 3 day of April, 2019, before me, Jordyn Mazzie  
Name of Notary Public

the undersigned Notary Public, personally appeared  
Sonya E Atkins

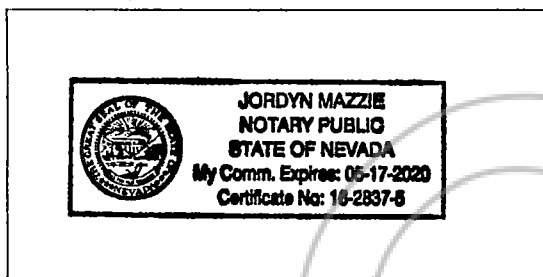
Name of Signer(s)  
 Proved to me on the oath of \_\_\_\_\_

Personally known to me

Proved to me on the basis of satisfactory evidence NVDL 2500439208 exp 3/22/2020  
(Description of ID)

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed it.

WITNESS my hand and official seal.



Notary Seal

Jordyn Mazzie  
(Signature of Notary Public)  
My commission expires 05/17/2020

Optional: A thumbprint is only needed if state statutes require a thumbprint.

Right Thumbprint of Signer  
Top of thumb here

### For Bank Purposes Only

#### Description of Attached Document

Type or Title of Document

Modification/clarification of common drive easement

Document Date

4/3/2019

Number of Pages

43

Signer(s) Other Than Named Above

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FO01-00000DSG5350-01

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sonoma )

On April 10, 2019 before me, Steven M Krikac, Notary Public  
(insert name and title of the officer)

personally appeared Brian De Rousseau,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)

