

APN# 1220-18-002-003



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KAREN ELLISON, RECORDER

Recording Requested by/Mail to:

Name: Kent Neddenriep

Address: 176 State Rt. 88

City/State/Zip: Gardnerville, NV 89460

Mail Tax Statements to:

Name: Kent Neddenriep & Marie Johnson

Address: 176 State Rt. 88

City/State/Zip: Gardnerville, NV 89460

Declaration of Common Drive 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

**DECLARATION OF COMMON DRIVE EASEMENT,
RIGHTS AND RESPONSIBILITIES**

THIS DECLARATION is made this 18 day of June,

2019, by NEDD FAMILY LLC, a Nevada limited liability company, and Kent R. Neddenriep and Marie C. Johnson, Trustees of the NEDDENRIEP/JOHNSON FAMILY TRUST dated December 18, 2002 (hereinafter, collectively the "**Declarant**") the record title owner of five (5) parcels of property described below, that are hereby made subject to a private road right-of-way and maintenance easement.

The declarations contained in this instrument are based on the following factual recitals:

A. The Declarant is the owner of five (5) contiguous residential parcels of land located in Douglas County, Nevada. These parcels are Parcel 1, Parcel 2, and Parcel 3 of Parcel Map No. 1 for the Neddenriep/Johnson Family Trust Dated December 18, 2002 & NEDD Family, LLC, recorded June 27, 2019 as Document No. 2019-931024 Douglas County, Nevada Records; and Parcel 4A and 4B of Parcel Map No. 2 for the Neddenriep/Johnson Family Trust Dated December 18, 2002 & NEDD Family, LLC, recorded June 27, 2019 as Document No. 2019-931025 Douglas County, Nevada Records (hereinafter, collectively the "**Parcels**").

B. The Parcels are provided access from Kimmerling Road by a 50' wide private access easement (hereinafter, the "**Roadway**") as described below.

C. Declarant desires that each of the Parcels be provided the right of access for roadway purposes on the 50' Roadway and to equally share in the costs related to continual repair and maintenance thereof.

D. Declarant intends to sell the Parcels for residential development and requires that said Parcels be subject to a maintenance agreement for the Roadway, in perpetuity and regardless of the change in ownership of any of the Parcels.

E. It is essential to the value of the Parcels that the present and future rights and obligations of the owners thereof regarding the maintenance and use of the Roadway as a private drive be set forth.

NOW THEREFORE, the Declarant hereby creates this easement for roadway purposes and maintenance thereof and burdens the Parcels as described herein with the following obligations and rights as a covenant that shall run with the land in perpetuity, as follows:

1. Declarant hereby grants to the each of the said Parcels, for their respective benefit and their successors and assigns or future owners of the Parcels, a mutual, nonexclusive easement for common driveway purposes over that portion of land described and more particularly described and dimensioned on Parcel Map No. 1 for the Neddenriep/Johnson Family Trust Dated December 18, 2002 & NEDD Family, LLC, recorded June 27, 2019 as Document No. 2019-931024 Douglas County, Nevada Records. Said easement is labeled: "**CORDES LANE**", "**50' PRIVATE ACCESS & PUBLIC UTILITY EASEMENT PER THIS MAP (HATCHED AREA)**", on Said Map.

2. By this Declaration, Declarant intends that Roadway will be used for ingress and egress to the respective Parcels and that the Roadway be maintained as set forth herein as may be constructed by Declarant at or about the time of recording of this Declaration. In the event the Roadway is improved by the owners to a better condition or quality than that provided by Declarant, then the Owners shall thereafter be obligated to maintain the

Roadway in such better condition or quality.

3. The Roadway is constructed by Declarant in a manner consistent with all governing laws, rules, regulations and codes affecting the Parcels prior to or shortly after conveyance thereof, and shall be maintained by the respective owners in equal or greater quality, condition and aesthetic value to that constructed by Declarant, and in a manner consistent with all governing laws, rules, regulations and codes affecting the Parcels or roads in general. The repair and maintenance of the Roadway, as used herein, is defined to include the routine filling of holes, gaps, or voids in the surface of the Roadway, re-graveling, seal coating or resurfacing of the pavement and shoulders, the cleaning and re-contouring of any appurtenant drainage system, the stabilization of any cut or fills, and the removal from or control of the weeds and brush within the Roadway.

4. The present and all future owners of the Parcels shall be equally responsible for the maintenance of the Roadway and any grantee who accepts a deed to any of the Parcels shall be deemed conclusively to have accepted the terms and conditions of this Declaration as a condition precedent to the acceptance of such deed of conveyance.

5. No Parcel owner shall cause any work to be done on the Roadway without first notifying the other Parcel owners and then with their mutual consent. The Parcel owners shall work together to coordinate any repair, replacement or maintenance activities pertaining to the Roadway so as to minimize expense of and interference with the Parcel owners' use of the Roadway and their respective properties. The Parcel owners will exercise reasonable care in their use and maintenance of the Roadway and related facilities so as to not cause more than normal wear and tear on the same.

6. Except as otherwise provided herein, each Parcel or owner thereof shall be equally responsible for the costs and expenses incurred for maintenance of the Roadway. Upon any Parcel owner determining that maintenance is necessary, such Parcel owner shall notify the others as to the need, scope and estimated cost to accomplish such repair or maintenance. In the event such repair or maintenance is a result of normal wear and tear, each Parcel owner shall be responsible for one-fifth (1/5) of such costs. If a Parcel owner disputes the amount of such obligation, such owner may obtain competitive bids with qualified contractors licensed in Nevada, whereupon the lowest responsible bidder will be awarded the repair or maintenance work.

7. To the extent that any damage to the Roadway is caused by a Parcel owner, their guests or invitees, such Parcel owner shall promptly repair the Roadway at their own expense. If the Parcel owner causing damage as set forth in this paragraph fails to repair any such damage within ten (10) days of receipt of written notice and request from the other Parcel owners, or any of them, then the other Parcel owners, or any of them, may accomplish the repairs and charge the expense thereof to the Parcel owner causing the damage or seek judicial remedies as provided by law.

8. Should any Parcel owner fail to contribute to the maintenance expenses required hereunder, then the other Parcel owners, or any of them, may commence litigation to compel such non-paying owner to comply with the obligations hereunder and the liability of such non-paying owner shall become a lien upon his Parcel and subject to judicial sale in accordance with law. In the event any legal proceeding is commenced by another Owner, the non-paying Owner shall reimburse the other Owner for all expenses incurred in connection therewith, including all costs and attorney's fees incurred prior to and in bringing any enforcement proceeding, upon demand therefore or at the

conclusion of legal proceedings, and regardless of whether the other Owner is considered a prevailing party or not, unless the claims brought by the other Owner are determined to have no merit under NRS 18.010(2)(b), or any successor statute. This provision is binding on any legal tribunal and shall not be invalidated by any other statute or rule to the contrary, including NRCP 68. This provision is deemed material consideration hereunder and necessary to the viability of enforcement proceedings and lien right provided for herein.

9. Any notice required hereunder shall be effective upon personal delivery to the record owner of the Parcel or mailed by certified or registered mail, postage prepaid, and addressed to the respective party at the address listed in the records of the Douglas County Assessor's office.

10. The rights granted or obligations created in this instrument shall not be further assignable by the Parcel owners except as an appurtenance to and in conjunction with the sale of the respective Parcels

11. The rights and obligations created by this Declaration shall be deemed to run with the land of the Parcels identified herein and shall be for the benefit of and inure to the other owners, their successors and assigns, their agents, employees, business invitees, tenants and guests of tenants, and shall burden the respective parcels perpetually.

[SIGNATURES ON NEXT PAGE]

DATED this 18 day of June 2019.

NEDD FAMILY LLC,
Nevada limited liability company

The NEDDENRIEP/JOHNSON FAMILY
TRUST dated December 18, 2002

By: [Signature]
Mark W. Neddenriep, Manger/Member

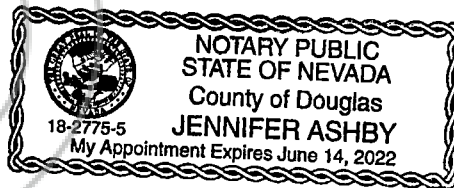
By: [Signature]
Kent R. Neddenriep, Co-Trustee

By: [Signature]
Marie C. Johnson, Co-Trustee

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On 6-18, 2019, before me, a notary public, personally appeared **Mark W. Neddenriep**, personally known or proved to me to be a Manager/Member of NEDD FAMILY LLC, a Nevada limited liability company, and the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

[Signature]
Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On 6-18, 2019, before me, a notary public, personally appeared **Kent R. Neddenriep** and **Marie C. Johnson**, personally known or proved to me to be Co-Trustees of NEDDENRIEP/JOHNSON FAMILY TRUST dated December 18, 2002, and the person whose name is subscribed to the above instrument who acknowledged that they executed the instrument.

[Signature]
Notary Public

