

DOUGLAS COUNTY, NV

2022-989229

Rec:\$40.00

\$40.00 Pgs=11

09/07/2022 10:25 AM

STEWART TITLE COMPANY - NV

KAREN ELLISON, RECORDER

A.P.N. No.:	1219-10-002-069, 1219-10-002-068
	1219-10-002-070
File No.:	1731126 SA
Recording Requested By:	
Stewart Title Company	
When Recorded Mail To:	
Taggard & Taggart LTD	
108 N. Minnesota Street	
Carson City, NV 89703	

(for recorders use only)

**Reciprocal Easement and Agreement
(Title of Document)**

Please complete Affirmation Statement below:

- 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)

-OR-

- I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law: _____

(State specific law)



Signature

Escrow officer

Title

Sherry Ackermann
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1 - 2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

**This document is being
recorded as an
accomodation only.**

The undersigned hereby affirms that there is no Social Security number contained in this document

APNs: 1219-10-002-068, 1219-10-002-069, 1219-10-002-070

RECORDING REQUESTED BY:

Taggart & Taggart, Ltd.
108 N. Minnesota St.
Carson City, NV 89703

AFTER RECORDATION, RETURN TO:

Taggart & Taggart, Ltd.
108 N. Minnesota St.
Carson City, NV 89703

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECIPROCAL EASEMENT AND AGREEMENT

This RECIPROCAL EASEMENT AND AGREEMENT (hereafter called "Agreement"), made and entered into this 2 day of September 2022, by and between Stefan Fraas, trustee of the The Stefan Fraas Trust ("FRAAS") and Dreyer Foothill Ranch, LLC, a Nevada limited-liability company ("DREYER"), jointly referred to as the "Parties."

WITNESSETH

WHEREAS, DREYER is the owner of real property known as Douglas County Assessor Parcel Numbers ("APN") 1219-10-002-070 and 1219-10-002-068, and described in Exhibit 1, attached hereto and made a part hereof (collectively the "DREYER Property").

WHEREAS, FRAAS, is the owner of real property known as APN 1219-10-002-069, and described in Exhibit 2, attached hereto and made a part hereof ("FRAAS Property").

WHEREAS, FRAAS purchased the FRAAS Property from DREYER.

WHEREAS, prior to the conveyance of the FRAAS Property, DREYER was drafting a boundary line adjustment ("BLA") between the FRAAS Property and the DREYER Property.

WHEREAS, FRAAS and DREYER intend to continue drafting of the BLA.

WHEREAS, a water well that used to irrigate the DREYER PROPERTY is located within an approximately fifty (50) foot by fifty (50) foot area at the northeast corner of the FRAAS Property, with the well location being depicted as "irrigation well" on that certain record of survey map recorded on June 22, 2017, as Document No. 2017-900426, Official Records, Douglas County, Nevada ("Well Area").

WHEREAS, FRAAS intends to develop and subdivide the FRAAS Property, creating roadways.

WHEREAS, FRAAS is in the process of parceling and developing the FRAAS Property and is currently drafting a subdivision map ("Subdivision Map"), including the creation of roadways within and around the FRAAS Property.

WHEREAS, DREYER is one of the intended beneficiaries of the roadways contemplated by FRAAS to provide access to the DREYER parcels from the adjacent public streets.

WHEREAS, a conceptual draft site plan is included for reference as Exhibit 3, depicting the anticipated location of the subject roadways and Well Area.

WHEREAS, DREYER is cooperating with FRAAS on the dedication of roadways for the Subdivision Map that pass through, in part, the DREYER properties.

WHEREAS, the BLA and Subdivision Map may take six (6) months or more to complete.

WHEREAS, the Parties intend to dedicate the roadways on the Subdivision Map to the proper government agency.

WHEREAS, the Parties desire to grant easements for the reciprocal use and development of the land subject to the BLA and the roadways on the Subdivision Map until the easements are extinguished by merger under the BLA and the roadways are accepted for dedication by the proper governmental authority.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated and made part of this agreement by this reference.

2. **Easement.**

a. **Well Easement.** FRAAS hereby grants to DREYER, its successors, assigns, agents, and licensees a permanent and non-exclusive easement and right of way over, across, upon, under, and through the Well Property for the benefit of the DREYER Property. DREYER shall have sole ownership of the well and distribution system, and is entirely responsible for its maintenance and upkeep. FRAAS waives any right to use or access the well.

b. **Roadways Easements.**

i. **Roadways on DREYER Property.** DREYER hereby grants to FRAAS its successors, assigns, agents, and licensees a permanent and non-exclusive easement and right of way over, across, upon, under, and through the west sixty (60) feet of APN 1219-10-002-

068 along the boundary of the FRAAS Property and APN 1219-10-002-068 for the roadways depicted on the Subdivision Map or BLA extending into APN 1219-10-002-068, consisting of approximately 34,750 square feet, more or less.

ii. **Roadways on FRAAS Property.** FRAAS hereby grants to DREYER its successors, assigns, agents, and licensees a permanent and non-exclusive easement and right of way over, across, upon, under, and through the roadways depicted on the Subdivision Map for the benefit of the DREYER Properties.

iii. **Easement to be abandoned.** The easement marked as 'B' on the Subdivision Map that is to be abandoned. This access easement leads to lands controlled by DREYER or the Dreyer family. DREYER shall cooperate with FRAAS to abandon this easement.

3. **Cooperation.** Parties agree to cooperate in the development, execution, and recordation of the BLA and Subdivision map. DREYER is responsible for any fees and costs related to the BLA. FRAAS is responsible any fees and costs related to the Subdivision Map.

4. **Term.** The Agreement shall commence on the Effective Date and shall run with the land and continue in full force and effect until the easements are abandoned or terminated as per this agreement.

5. **Dedication.** Parties agree to request the roadways on the Subdivision Map be offered for dedication to the proper governmental agency. If the governmental agency rejects all or any portion of the roadway on the Subdivision Map for any reasons, DREYER, its successors, agents, assigns and invitees, shall retain the right to use the roadways on the Subdivision Map that are rejected for dedication for ingress and egress to the DREYER Property, without any cost or liability to DREYER. FRAAS shall retain the easement rights over any roadways depicted on the Subdivision Map through the DREYER Property that were rejected for dedication. FRAAS shall be responsible for all upkeep, maintenance, and liability of all roadways depicted on the Subdivision Map that are rejected for dedication.

6. **Indemnification.** The Parties, hereby indemnify and hold each other harmless from an and all liability, damage, expense, causes of action, suites, claims or judgments arising out of or pertaining to the use of the easements by each granted herein, except if caused by the negligent or willful act of the other party.

7. **Termination.** This Agreement shall terminate upon the termination of both the Well Easement and Roadway Easements.

a. **Well Easement.** The Well Easement shall automatically terminate upon recordation of the BLA and merger in title of the Well Area and the DREYER Properties.

b. **Roadway Easements.** The roadway easements shall terminate upon acceptance of an offer of dedication to a government entity and upon becoming public rights of way.

8. **Entire Agreement.** The parties agree that this Agreement, including all the exhibits attached hereto and incorporated herein, represents the final and complete understanding and agreement of the parties with respect to the subject matter hereof and is intended by the parties to be an integration of all, of the representations, promises, agreements, and understandings among the parties hereto with respect to the rights, privileges and obligations of the parties on this subject. This Agreement supersedes all previous conversations, negotiations, agreements, or representation of the parties and in no event shall any claim be brought by any party other than in accordance with the terms expressed herein. There are no representations, promises, agreements, or understandings, oral or written, express or implied, among the parties other than as set forth or incorporated herein.

9. **Modification of Agreement.** Any modification of this Agreement, or additional obligation assumed by either party in connection with this Agreement, shall be binding only if evidenced in writing signed by each party or an authorized representative of each party and recorded in the Office of the County Recorder of Douglas County, State of Nevada.

10. **Attorneys' Fees.** If any party brings any action or proceeding to interpret or enforce this Agreement, or for damages for any alleged breach hereof, the prevailing party shall be entitled to reasonable attorneys' fees and costs. Prevailing party shall be defined to include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment or the abandonment by the other party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

11. **Choice of Law and Venue.** This Agreement and all the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Nevada. The parties hereby acknowledge and agree that the proper venue for any action brought in relation to this Easement shall be the District Court of the State of Nevada in and for the County of Douglas.

12. **Successors and Assigns.** The parties hereby acknowledge and agree that the respective burdens and benefits of this Agreement shall run with the land and shall be binding on all parties having or acquiring any right, title or interest to said parcels or any part thereof.

13. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain valid, enforceable and in full force and effect. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, or of the same provision at another time. A party's failure to insist on compliance or enforcement of any provision of the Agreement shall not affect the validity or enforceability, or constitute a waiver of future enforcement, of that provision or of any other provision of this Agreement by that party or any other party.

14. **Recordation.** The parties hereto covenant and agree that this Agreement shall be recorded in the Office of the Douglas County Recorder, Nevada.

15. **Counterparts.** This Agreement and all documents incorporated by reference herein may be executed in any number of counterparts, each of which shall be deemed an original,

and which together shall constitute one and the same document.

16. **Authorship.** The parties hereby acknowledge that this Agreement has been reviewed by attorneys representing the respective parties and, therefore, shall not be construed in favor or against any party hereto based on the sole or primary authorship of this Agreement being the work of one party hereto.

17. **No Third-Party Beneficiaries.** No third-party who is not a signatory, or a successor or assigns of a signatory, to this Agreement shall be a beneficiary to its provisions or otherwise entitled to enforce any provision contained herein.

18. **Authority.** The undersigned, hereby affirmatively state that they have the actual authority to execute this Agreement and bind the properties herein described.

IN WITNESS WHEREOF, the parties hereto have executed this Easement on the date and year first above written.

FRAAS:

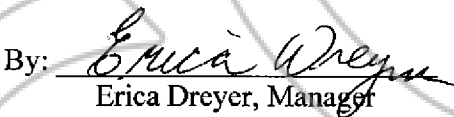
The Stefan Fraas Trust

By: 
Stefan Fraas, Trustee

Date: 9/2/2022

DREYER:

Dreyer Foothill Ranch, LLC

By: 
Erica Dreyer, Manager

Date: 9/6/22

By: 
Kurt Dreyer, Manager

Date: 9/6/22

STATE OF Nevada)
 : SS.
COUNTY OF Douglas)

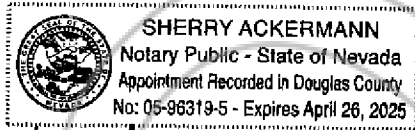
This instrument was acknowledged before me on the 2 day of September 2022, by
Stefan Fraas.



Cynthia Haggard
Notary Public

STATE OF Nevada)
 : SS.
COUNTY OF Douglas)

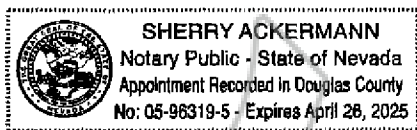
This instrument was acknowledged before me on the 6 day of September 2022, by
Kurt Dreyer.



Sherry Ackermann
Notary Public

STATE OF Nevada)
 : SS.
COUNTY OF Douglas)

This instrument was acknowledged before me on the 6 day of September 2022, by
Erica Dreyer.



Sherry Ackermann
Notary Public

EXHIBIT 1
DREYER Property

APN 1219-10-002-070

A parcel of land located within the southeast one-quarter (SE $\frac{1}{4}$) and the northeast one-quarter (NE $\frac{1}{4}$) of Section 10, Township 12 North, Range 19 East, Mount Diablo Meridian, County of Douglas, State of Nevada, more particularly described as follows:

COMMENCING at the USGLO Brass Cap located at the south $\frac{1}{4}$ corner of Section 10, Township 12 North, Range 19 East M.D.M.;

thence North 21°56'17" East, 1,498.74 feet to a point on the east line of Foothill Road, said point also being the POINT OF BEGINNING;

thence along said east line of Foothill Road, North 18°43'00" West, 1,655.17 feet to a point on the south line of the Foothill Ranch, LLC Parcel as described in that certain Deed recorded as Document No. 466622, Official Records of Douglas County, Nevada;

thence along said south line, North 71°14'17" East, 640.00 feet;

thence leaving said south line, South 20°21'53" East, 1,653.68 feet;

thence South 71°03'37" West, 687.57 feet to the POINT OF BEGINNING, containing 25.21 acres, more or less.

The basis of bearing for this description is S 89°50'00" E being the south line of the southeast $\frac{1}{4}$ of Section 10 as shown on the official plat of the Dependent Resurvey of Township 12 North, Range 19 East, dated February 18, 1954, in the official records of the BLM.

NOTE: The above metes and bounds description appeared previously in that certain Boundary Line Adjustment Grant, Bargain, Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada, on June 22, 2017, as Document No. 2017-900424 of Official Records.

APN 1219-10-002-068

A parcel of land located within the east one-half (E $\frac{1}{2}$) of Section 10 and the west one-half (W $\frac{1}{2}$) of Section 11, Township 12 North, Range 19 East, Mount Diablo Meridian, County of Douglas, State of Nevada, more particularly described as follows:

COMMENCING at the USGLO Brass Cap located at the south $\frac{1}{4}$ corner of Section 10, Township 12 North, Range 19 East M.D.M.;

thence North 89°06'56" East, 1,799.07 feet to a point on the north line of Centerville Lane, said point also being the POINT OF BEGINNING;

thence leaving said north line of Centerville Lane, North 20°21'53" West, 3,345.01 feet to a point on the south line of the Foothill Ranch, LLC Parcel as described in that certain Deed recorded as Document No. 466621, Official Records of Douglas County, Nevada;

thence along said south line North 71°14'17" East, 2,992.90 feet;

thence continuing along said south line, North 71 °23'29" East, 912.39 feet;

thence leaving said south line, South 00°23'03" West, 1,738.86 feet to the north line of the Ranch No. 1 Limited Partnership Parcel as described in Document No. 498933, Official Records of Douglas County, Nevada;

thence along the north and west lines of said parcel the following four (4) courses:

1. South 71°15'09" West, 640.39 feet;
2. South 01°36'38" West, 1,170.20 feet;
3. South 89°54'04" West, 814.95 feet;
4. South 03°43'07" West, 1,279.40 feet to a point which is 33.00 feet north of the Section Line common to Sections 11 and 14, said point also being on the north line of Centerville Lane;

thence along the north line of Centerville Lane being parallel to and 33.00 feet north of said Section Line, North 89°52'00" West, 141.79 feet;

thence continuing along said north line of Centerville Lane being parallel to and 33.00 feet north of the Section Line common to Sections 10 and 15, North 89°50'00" West, 843.83 feet to the POINT OF BEGINNING, containing 214.83 acres, more or less.

The basis of bearing for this description is S 89°50'00" E being the south line of the southeast ¼ of Section 10 as shown on the official plat of the Dependent Resurvey of Township 12 North, Range 19 East, dated February 18, 1954, in the official records of the BLM.

NOTE: The above metes and bounds description appeared previously in that certain Boundary Line Adjustment Grant, Bargain, Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada, on June 22, 2017, as Document No. 2017-900422 of Official Records.

EXHIBIT 2
FRAAS Property

APN 1219-10-002-069

A parcel of land located within the southeast one-quarter (SE $\frac{1}{4}$) of Section 10, Township 12 North, Range 19 East, Mount Diablo Meridian, County of Douglas, State of Nevada, more particularly described as follows:

COMMENCING at the USGLO Brass Cap located at the south $\frac{1}{4}$ corner of Section 10, Township 12 North, Range 19 East M.D.M.;

thence North 89°06'56" East, 1,799.07 feet to a point on the north line of Centerville Lane, said point also being the POINT OF BEGINNING;

thence along said north line of Centerville Lane, North 89°50'00" West, 778.08 feet to a point on the east line of Foothill Road;

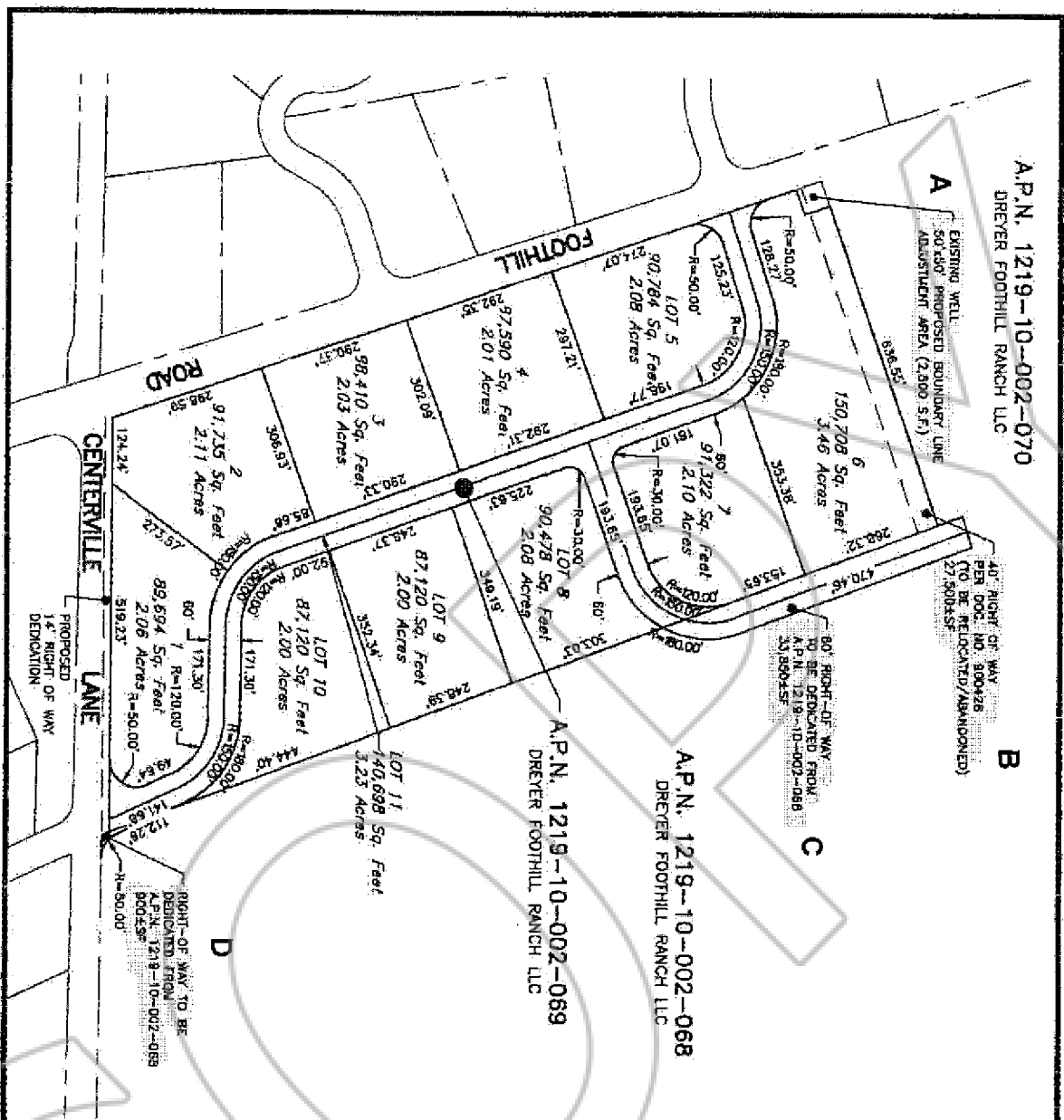
thence along said east line of Foothill Road, North 18°43'00" West, 1,436.13 feet;

thence leaving said east line of Foothill Road, North 71°03'37" East, 687.57 feet;

thence South 20°21'53" East, 1,691.32 feet to the POINT OF BEGINNING, containing 25.48 acres, more or less.

The basis of bearing for this description is S 89°50'00" E being the south line of the southeast $\frac{1}{4}$ of Section 10 as shown on the official plat of the Dependent Resurvey of Township 12 North, Range 19 East, dated February 18, 1954, in the official records of the BLM.

NOTE: The above metes and bounds description appeared previously in that certain Boundary Line Adjustment Grant, Bargain, Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada, on June 22, 2017, as Document No. 2017-900423 of Official Records.



A.P.N. 1219-10-002-070
DREYER FOOTHILL RANCH LLC

A.P.N. 1219-10-002-068
DREYER FOOTHILL RANCH LLC

A.P.N. 1219-10-002-069
DREYER FOOTHILL RANCH LLC

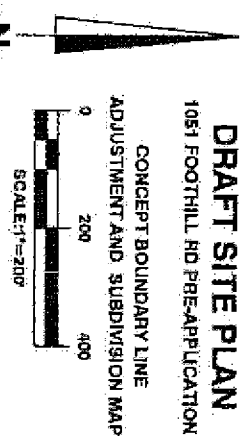
EXISTING WELL
50'x50' PROPOSED BOUNDARY LINE
ADJUSTMENT AREA (2,500 S.F.)

40' RIGHT-OF-WAY
PER DOC. NO. 800428
(TO BE RELOCATED/ABANDONED)
27.500±SF

80' RIGHT-OF-WAY
TO BE DEDICATED FROM
A.P.N. 1219-10-002-068
33,880±SF

RIGHT-OF-WAY TO BE
DEDICATED FROM
A.P.N. 1219-10-002-069
600±SF

PROPOSED
15' RIGHT OF WAY
DEDICATION



PROJECT SUMMARY

SURVEYOR/ENGINEER
RESOURCE CONCEPTS INC.
340 NORTH MINNESOTA STREET
CARSON CITY, NV 89703
775-883-1900

A.P.N. 1219-10-002-068, 1219-10-002-070
OWNER/APPLICANT
DREYER FOOTHILL RANCH LLC/STEFAN FRAAS
1075 FOOTHILL RD
GARDNERVILLE, NV 89460

PARCEL ADDRESS: 1051 FOOTHILL ROAD
PROPOSED TOTAL NUMBER OF PARCELS: 10
CURRENT ZONING: SINGLE FAMILY - 2 ACRES (SFR-2)

SETBACK REQUIREMENTS:
FRONT YARD - 30 FEET
REAR YARD - 30 FEET
SIDE YARD - 20 FEET
SIDE YARD (STREET) - 30 FEET

EASEMENTS:
PUBLIC UTILITY FRONT - 7.5 FEET
PUBLIC UTILITY SIDE AND REAR - 5 FEET
CURRENT LAND USE: AGRICULTURE
FLOOD ZONE: ZONE X PER FEMA FIRM PANEL
32909C024905, JANUARY 20, 2010

08/15/2022 DRAWN: TAE FRAAS 22-273

