

DOUGLAS COUNTY, NV

2024-1010752

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\$40.00 Pgs=10

08/06/2024 11:14 AM

FIRST CENTENNIAL - RENO (MAIN OFFICE)

SHAWNYNE GARREN, RECORDER

APN No.: 1320-33-402-001 & 1320-33-301-004

Escrow No.: 24040276-SA

Recording Requested By:
First Centennial Title Company of Nevada
1352 Hwy 395, Ste 114
Gardnerville, NV 89410

When Recorded Return to:
First Centennial Title Company of Nevada
1352 Hwy 395, Ste 114
Gardnerville, NV 89410

SPACE ABOVE FOR RECORDERS USE

RECIPROCAL EASEMENT 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)

SA

SIGNATURE

Escrow Officer

Sherry Ackermann

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.

ACCOMMODATION

**THE DOCUMENT
IS EXECUTED
IN COUNTERPART**

SPACE BELOW FOR RECORDER

APNs# 1320-33-402-001 & 1320-33-301-004

Recording Requested by/Mail to:

RECIPROCAL EASEMENT AGREEMENT

This reciprocal Easement Agreement (this "REA") is made as of February 21, 2024, by and between RONALD F. CAULEY FAMILY TRUST, and JOHN HELMER, an unmarried man (collectively "Parties of the First Part") and 1 WAY AUTO CARE, LLC, a Nevada Limited-Liability Company owner of Parcel B (described below) ("Party of Second Part").

RECITALS

A. Parties of the First Part are the tenants-in-common owners of that certain real property located in Douglas County, Nevada, more particularly described on Exhibit A ("Parcel A"). Party of the Second Party is the owner of the adjacent property also located in Douglas County, Nevada and more particularly described on Exhibit B ("Parcel B"). Parcel A and Parcel B are sometimes referred to individually as a "Parcel" and collectively as the "Parcels."

B. The parties to this REA intend to establish certain easements, covenants, servitudes, conditions, and restrictions on, under and over the Parcels as set forth herein for the benefit of both Parcels, the Parties to this REA, and their permittees, licensees, invitees and guests.

NOW, THEREFORE, for and in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this REA, intending to be legally bound, hereby declare as follows:

ARTICLE 1

ESTABLISHMENT OF RESTRICTIONS

The Parcels are now held and will hereafter be held, transferred, sold, leased, conveyed, and occupied subject to this REA and the easements, covenants, servitudes, conditions, and restrictions set forth in this REA (collectively, the "Easements and Restrictions"). Each Owner and its Permittees must comply with this REA and the Easements and Restrictions that apply to that Parcel.

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ARTICLE 2
EASEMENTS

2.1 **Access and Parking Easement.** There is hereby established for the use and benefit of each Parcel a perpetual, non-exclusive easement for reasonable pedestrian and vehicular access and parking over the other Parcel for the benefit of both Parcels, the Parties to this REA and their permittees, licensees, invitees and guests. Access is limited to the existing permitted driveways from N Hwy 395, Courthouse Street, and High School Street, and parking is limited to the designated hard-surfaced, lined parking areas now existing, or to be built pursuant to this agreement.

2.2 **Non-Interference.** No barrier or obstruction can at any time be erected that would unreasonably impede or interfere with the use of the easements granted herein; provided, however, that a parcel owner may temporarily interrupt access as reasonably required in connection with construction, repair, maintenance, resurfacing, repaving, or replacement thereof so long as such work is diligently pursued to completion and scheduled and conducted in a manner that minimizes inconvenience to the affected Parcels.

ARTICLE 3
USE OF THE PARCELS

3.1 **Laws, Ordinances, and Regulations.**

a) The easements and Restrictions set forth in this REA are independent of the obligation of Parcel owners to comply with all applicable laws, ordinances, and regulations, and compliance with this REA will not relieve an owner or any other person from the obligation also to comply with all applicable laws, ordinances, and regulations.

b) Any uncured violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation, or use of any property within the Parcels is hereby declared to be a material violation of this REA and subject to the enforcement provisions set forth herein.

3.2 **Parking.** All vehicular traffic and parking areas within the Parcels must be paved with asphalt or concrete paving materials and curbing.

3.3 **Parcel A Parking.** Party of the First Part will, at its sole cost and expense, construct three (3) additional parking spaces on the rear (northeasterly) portion of Parcel A. This REA is conditioned on the completion of the additional parking spaces and will become effective when the additional parking spaces are completed and available for use by Party of the Second Part and its permittees, licensees, invitees and guests.

ARTICLE 4
MAINTENANCE AND CONSTRUCTION

The respective owner(s) of each Parcel will be responsible for maintaining, repairing, and replacing the access drives, hard surfaces, and parking areas on that owner's Parcel, such that the

owner of Parcel A shall be responsible for maintenance of Parcel A and the owner of Parcel B shall be responsible for the maintenance of Parcel B.

ARTICLE 5

INSURANCE AND INDEMNITY

5.1 **Liability Insurance.** Each owner agrees to maintain liability insurance for any portion of the parking areas located on such owner's Parcel, and at the request of the other owner, will name the other owner as an additional insured, to the extent such owner receives prior written notice of the names and existence of such other owner and to the extent permitted by the insurance policy.

5.2 **Indemnity.** Each owner (the "Indemnifying Owner") agrees to indemnify, defend, and hold harmless the other owner (the "Indemnified Owner") for, from, and against any and all actual or alleged liabilities, losses, obligations, claims, demands, suits, causes of action, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees) to the extent any such claim, etc. arises from the use of the Indemnifying Owner's Parcel, such that the owner of Parcel A shall be responsible for all claims, etc. arising from the use of Parcel A and the owner of Parcel B shall be responsible for all claims, etc. arising from the use of Parcel B.

ARTICLE 6

ENFORCEMENT

6.1 **Power to Enforce.** This REA can be enforced exclusively by the Owners (each, an "Enforcing Owner").

6.2 **Attorneys' Fees.** If there is any legal or equitable proceedings for the enforcement of or to restrain a violation of this REA, the prevailing party will be entitled to its reasonable attorneys' fees, expert witness' fees, court costs, and other litigation-related expenses in addition to any other costs to which such party is entitled.

6.3 **Remedies Cumulative.** All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

6.4 **Estoppel Certificate.** Within 30 days after an owner's written request therefor, the other owner will execute and deliver to the requesting owner a certificate (an "Estoppel Certificate") stating: (a) that the terms and provisions of this REA are unmodified and are in full force and effect or, if modified, identifying any such modifications; (b) whether there is any existing default hereunder with regard to such owner and, if so, specifying the nature and extent thereof; and (c) any unpaid amounts with regard to such owner.

6.5 **Alternative Dispute Resolution.** Each of the parties agree that prior to engaging in litigation the parties will submit any dispute related to or in any way connected with this to REA to mediation with a agreed upon neutral mediator, and that any such dispute in which amount in controversy exceeds the limit of Jurisdiction for the Nevada Justice Court will be submitted to binding arbitration instead of resolution in District Court.

6.6 **Jurisdiction and Venue.** The parties agree that the venue for any dispute shall be Douglas County, Nevada, regardless of the citizenship or residence of the owners of the Parcels.

ARTICLE 7

TERMINATION AND AMENDMENT

7.1 **Term.** This REA and the Easements and Restrictions will be perpetual unless terminated pursuant to Section 7.2.

7.2 **Amendment or Termination.** This REA can only be amended from time to time or terminated by a written instrument recorded in the Office of the County in which the Parcels are located that is duly executed and acknowledged by all the owners as of the date of the recording.

ARTICLE 8

MISCELLANEOUS

8.1 **Implied Consent.** Any person who now or hereafter owns or acquires any right, title, or interest in or to any portion of any Parcel will be conclusively deemed to have consented and agreed to every covenant, condition, restriction, and easement contained herein, including the Alternative Dispute Resolution provisions of Article 6.5, whether or not any reference to this REA is contained in the instruments by which such person acquired an interest in such Parcel or portion thereof.

8.2 **Mutuality, Reciprocity, Run with Land.** Except as otherwise specifically provided in this REA, all the Easements and Restrictions contained herein are made for the direct, mutual, and reciprocal benefit of each Parcel and create reciprocal rights and obligations among the respective Owners and privity of contract and estate among all successor lessees of the Parcel, their heirs, successors, and assigns. In addition, this REA and each of the Easements and Restrictions, as applicable to a Parcel, will operate as a covenant running with the land for the benefit of the Parcels and will inure to the benefit of all grantees hereof, their heirs, successors, and assigns, and will apply to and bind the grantees of the Parcels, their heirs, successors, and assigns.

8.3 **Non-Use.** Non-use or limited use of the easement rights granted herein shall not prevent the benefiting owner from later use of the same to the fullest extent authorized herein.

8.4 **Waivers.** No provision of this REA, no breach thereof, and no right or remedy becoming available upon the happening of such breach can be waived except by a written instrument dated and executed by the owner against whom enforcement of such waiver is sought. Each waiver will apply to the specific instance and at the particular time only, and no waiver will be deemed a continuing one or as applying to any other provision hereof or other prior, contemporaneous, or subsequent breach or other available right or remedy.

8.5 **Descriptive Headings.** The descriptive headings of the sections hereof are inserted for convenience only and will not control or affect the meanings or construction of any provisions hereof.

8.6 **No Dedication to the Public.** Nothing contained herein will be deemed to constitute any dedication to the public or for public use of any portion of the any Parcel.

8.7 **Severability.** If any provision of this REA is held to be invalid by any court having jurisdiction thereof, the invalidity of such provision will not affect the validity or enforceability of the remaining provisions of this REA.

8.8 **Notices.** All notices, consents, requests, approvals, and other communications required or permitted herein must be in writing and will be deemed to have been duly given upon personal delivery or 48 hours after deposited in United States mail registered or certified with return receipt requested, postage prepaid, to the intended recipient party at such person's last known address.

8.9 **Governing Law.** This REA will be governed by the laws of the State of Nevada.

8.10 **Exhibits and Counterparts.** All exhibits attached hereto are by this reference incorporated herein. This REA may be executed in one or more counterparts, each of which together will constitute one and the same original REA.

8.11 **Change in Circumstances.** Except as otherwise expressly provided in this REA, no change of conditions or circumstances will operate to extinguish, terminate, or modify any of the provisions hereof.

8.12 **Mortgage Protection.** No breach of any of the covenants and restrictions, nor the enforcement of any remedy provisions contained in this REA shall render invalid the lien of any mortgage, deed of trust, or other lien against any Parcel made in good faith and for value. All of the covenants and restrictions herein contained shall be binding upon and effective against any successor whose title is derived through foreclosure, trustee's sale, or deed in lieu thereof or otherwise.

IN WITNESS WHEREOF, Declarant has executed this REA as of the date first written above.

RONALD F. CAULEY FAMILY TRUST

BY:

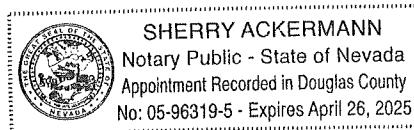

RONALD F. CAULEY, Trustee

State of Nevada
County of Douglas

The foregoing instrument was acknowledged before me this 21 day of February 2024, by Ronald F. Cauley.
Ronald FA



Notary Public

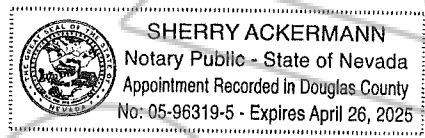


BY: [Signature]
JOHN HELMER

State of Nevada
County of Douglas

The foregoing instrument was acknowledged before me this 8 day of March, 2024, by John Helmer.

[Signature]
Notary Public



1 WAY AUTO CARE, LLC, a Nevada
Limited-Liability

BY: _____
DEBRA S. SMITH, Manager

State of Nevada
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Debra S. Smith.

Notary Public

BY: _____
JOHN HELMER

State of Nevada
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by John Helmer.

Notary Public

1 WAY AUTO CARE, LLC, a Nevada
Limited-Liability

BY: Debra S. Smith
DEBRA S. SMITH, Manager

State of Nevada
County of Douglas

The foregoing instrument was acknowledged before me this 6 day of February, 2024, by Debra S. Smith.

Jimayne Merkow
Notary Public

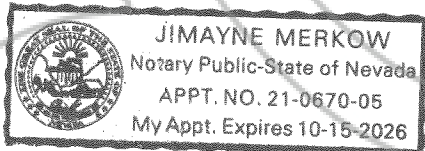


EXHIBIT A

PARCEL A

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

All that certain parcel of land situate in the Southwest 1/4 of Section 33, Township 13 North, Range 20 East, M.D.B.&M., and being in the Town of Gardnerville in Douglas County, Nevada more particularly described as follows:

COMMENCING at the Southwesterly intersection of Main and School Streets on the Northerly side of said Main Street, thence Easterly along said Main Street a distance of 50 feet; thence at right angles in a Northerly direction a distance of 120 feet; thence at right angles in a Westerly direction a distance of 50 feet; thence at right angles in a Southerly direction a distance of 120 feet to the POINT OF BEGINNING.

NOTE: The above metes and bounds description appeared previously in that certain DEED recorded in the office of the County Recorder of Douglas County, Nevada on 1/3/2019, Book NA, Page NA as Document No. 2019-924191 of Official Records.

APN: 1320-33-402-001

EXHIBIT B

PARCEL B

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land situated in the Southwest 1/4 of Section 33, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, more particularly described as follows to wit:

Commencing at the West 1/4 corner of said Section 33; thence South 29°03'00" West a distance of 942.71 feet to Old Mill Street Monument, located at the Intersection of the centerline of Main Street and the Northerly right-of-way line of Mill Street; Thence South 47°36'10" East a distance of 848.00 feet, to the True Point of Beginning; Thence North 44°54'00" West, along the Northeasterly right-of-way line of Main Street a distance of 42.00 feet; thence North 45°09'30" East a distance of 120.00 feet; thence North 44°54'00" West a distance of 50.00 feet to the Southwesterly right-of-way line of High School Street; thence North 45°09'30" East along said right-of-way line a distance of 140.50 feet to the Southwesterly right-of-way line of Courthouse Street; Thence South 44°23'12" East along said right-of-way line a distance of 235.36 feet (record =South 45°31'22" East 213.00 feet). Thence South 73°47'05" West a distance of 299.22 feet (record South=73°46'00" West 293.00 feet), returning to the True Point of Beginning.

Said land more fully shown on that certain Record of Survey filed for record in the Office of the County Recorder of Douglas County, Nevada on May 23, 1985, as Document No. 117893.

NOTE: The above metes and bounds description appeared previously in that certain Deed recorded in the office of the County Recorder of Douglas County, Nevada on JUNE 29, 2007 as Document No. 704225 of Official Records.

APN: 1320-33-301-004