

APNs: 1219-23-001-053 & 1219-23-001-054

When recorded return to:
James R. Cavilia, Esq.
Allison MacKenzie, Ltd.
402 N. Division Street
Carson City, Nevada 89703

The party executing this document hereby affirms that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.030

DECLARATION OF ACCESS EASEMENT

This Declaration of Access Easement (“Declaration”) is made on this 29 day of AUGUST, 2024 by Steven W. Andrews and Marjorie L. Andrews, as Co-Trustees of the Andrews Living Trust U/A dated December 19, 2017 (“Declarant”).

RECITALS:

A. Declarant is the fee simple owner of two parcels of real property located in Douglas County, Nevada, which are more particularly described in Exhibit “A” attached hereto and incorporated by this reference as if fully set forth herein (the “Property”). Parcel 10A-2 as described in Exhibit “A” is commonly known as Assessor’s Parcel Number 1219-23-001-053 and Parcel 10A-3 as described in Exhibit “A” is commonly known as Assessor’s Parcel Number 1219-23-001-054.

B. Declarant desires to reserve and establish certain rights, privileges, burdens, and benefits of the Property in connection with creating a nonexclusive reciprocal access easement and designate responsibility for maintenance of such easement.

NOW, THEREFORE, Declarant declares and consents that the Property is and shall be held, transferred, sold, conveyed, leased, rented, mortgaged, occupied, used and otherwise disposed of subject to the following easements, covenants, obligations and charges:

SECTION ONE:
RECIPROCAL ACCESS EASEMENT

Declarant reserves, declares, establishes, creates and grants over the Property for the benefit of each Owner (as defined below) of each Parcel a perpetual, non-exclusive, eighteen (18) foot wide private access easement for the purpose of ingress and egress and vehicular and pedestrian traffic over and across the driveway located or to be located on Parcels 10A-2 and 10A-3 as more particularly described and depicted in Exhibit "B" attached hereto and incorporated by this reference as if fully set forth herein. This private, non-exclusive easement is solely for the benefit of Parcels 10A-2 and 10A-3 as described in Exhibit "A" ("Easement") and shall run with the land and shall be binding upon and shall inure to the benefit of the owner of such parcels, its heirs, successors and assigns.

SECTION TWO:
MAINTENANCE

The cost of maintaining the driveway improvements located or to be located on Parcels 10A-2 and 10A-3 ("Driveway") in good condition and repair is to be allocated and shared equally between the respective owners of Parcels 10A-2 and 10A-3.

Declarant hereby appoints and designates the owner of Parcel 10A-3 ("Responsible Party") as having the right and responsibility for maintaining the Driveway in a good condition, sufficient for all-weather access to and from the adjacent Indian Trail Road.

It is the intention of the Declarant that maintenance of the Driveway be completed on a regular basis as necessary to avoid the need for major repairs as the result of a lack of routine maintenance. Prior to contracting for such work, the Responsible Owner shall obtain at least one written proposal from an appropriately licensed contractor for such work. Such proposal or proposals, in writing, will be provided to the owner of Parcels 10A-2 seeking the consent of such owner. If the owner of Parcels 10A-2 whose consent is being sought does not object in writing within ten (10) calendar days of receipt of any such proposal, the Responsible Owner may contract for the work and proceed to have the work completed. The owner of Parcels 10A-2 whose consent was requested will pay within three (3) business days of receipt of written notice from the Responsible Party, one-half (1/2) of the amounts due for repair or maintenance work to the Driveway. Payment will be made either directly to the contractor or to the Responsible Owner as directed by the Responsible Owner seeking the work, in its sole discretion.

SECTION THREE:
RESERVATION OF USE

No building or other structure or obstruction shall be permitted or maintained within the Easement, nor shall the Driveway be altered so as to materially interfere with the use of the Easement as contemplated in this Declaration.

**SECTION FOUR:
RESTORATION**

If, as a result of the exercise of any Easement rights created under this Declaration or any other activity, the owner of either Parcel 10A-2 or Parcel 10A-3 shall damage or disturb the improvements of the other Parcel owner, the owner causing such damage or disturbance shall, at its sole expense, promptly repair or restore the Parcel of such other owner to, as nearly as possible, the condition existing prior to such damage or disturbance.

**SECTION FIVE:
OWNER**

For the purposes of this Declaration, "Owner" means, in the singular and plural, as the case may be, any persons or entities owning from time to time fee simple title to all or a portion of Parcels 10A-2 or 10A-3, and their successors and assigns. Each of the Owners of Parcels 10A-2 and 10A-3s shall have the right to grant the right to use the Access Easement to its guests, tenants, and licensees. Notwithstanding the foregoing, none of the easements created in this Declaration are intended to grant any rights to the public

**SECTION SIX:
REMEDIES**

Each Owner shall have the right to seek all legal and equitable remedies available to it as a result of the default by the other Owner of its covenants, agreements or obligations under this Declaration, including the right to such orders of specific performance or injunctive relief as are appropriate. Any sums due from any Owner to the other Owner hereunder which are not paid when due shall bear interest from the date due until paid at an annual interest rate equal to twenty percent (20%) per annum.

**SECTION SEVEN:
COVENANTS RUNNING WITH LAND**

The rights, agreements, duties, obligations and easements set forth in this Declaration shall run with the land, binding upon and benefitting and burdening the Owners of the Property and every portion of the Property, and their successors, assigns and legal representatives. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to such property, to have assumed all obligations of this Declaration relating to the Property to the extent of such transferee's interest in the transferred portion of the Property, and the transferor shall upon completion of such transfer be relieved of all further liability under this Declaration except liability with respect to matters that may have arisen during its period of ownership, if any.

**SECTION EIGHT:
INDEMNIFICATION**

Each Owner shall indemnify, defend and hold harmless the other Owners from and against any and all claims for damages (including, but not limited to, any legal fees actually incurred) which the indemnified party may incur as a result of the indemnifying party's rights under this Declaration, except to the extent such claims arise from the negligence of the indemnified party.

Notwithstanding any other provision of this Declaration to the contrary, if any Owner, its tenants or its respective agents or guests cause damage to any improvements within the Easement while conducting construction, holding special events, normal course of business or other extraordinary activities, such Owner, shall, at its own costs, cause the damaged improvements to be repaired and restored to a condition at least equal in quality to the condition of such improvements prior to such damage.

**SECTION NINE:
NO MERGER**

There shall be no merger of the easement granted, established and created by this Declaration with the fee estate of any party, by reason of the fact that a party or any one or more of the Owners may own or hold (a) the estate or interest encumbered by such easement and (b) the fee estate of any portion of the Property; and no such merger shall occur until such parties and such Owner or Owners, as the case may be, execute a written statement or instrument terminating the Easement and shall duly record the same.

**SECTION TEN:
MODIFICATIONS**

This Declaration may be amended only by a written instrument executed by all of the Owners of the Property.

**SECTION ELEVEN:
NOTICES**

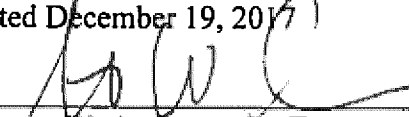
Any notice, demand, or request which is required or permitted under this Declaration shall be deemed effective for all purposes under this Declaration when hand delivered in person (including delivery by a reputable courier or air freight company) or posted with the United States Postal Service, certified mail, postage prepaid to the Owner of the Property as shown in the real property tax records for Douglas, Nevada.

**SECTION TWELVE:
GOVERNING LAW and SEVERABILITY**


The laws of Nevada shall govern this Declaration. Any provision of this Declaration which shall prove to be invalid, void, or illegal, shall in no way affect, impair or invalidate any other provisions of this Declaration.

This Declaration of Access Easement is effective the day and the year set forth above.

Andrews Living Trust U/A
dated December 19, 2017



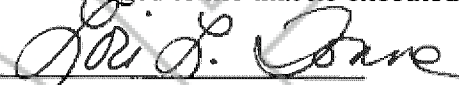
Steven W. Andrews, Co-Trustee



Marjorie L. Andrews, Co-Trustee

STATE OF NEVADA)
 : ss.
COUNTY OF CARSON)

On August 29, 2024, personally appeared before me, a notary public, Steven W. Andrews personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the document.



NOTARY PUBLIC



STATE OF NEVADA)
 : ss.
COUNTY OF CARSON)

On August 29, 2024, personally appeared before me, a notary public, Marjorie L. Andrews personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that she executed the document.



NOTARY PUBLIC

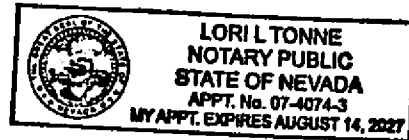


EXHIBIT "A"



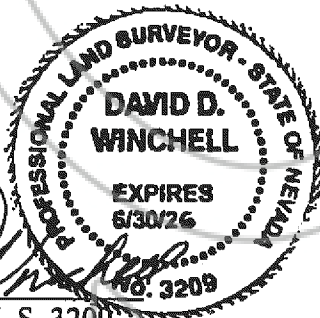
A.P.N. 1219-23-001-053
A.P.N. 1219-23-001-054


EXHIBIT "A"
LEGAL DESCRIPTION

Those portions of the Northwest ¼ of Section 23, Township 12 North, Range 19 East, M.D.B.& M. in the County of Douglas, State of Nevada, being more particularly described as follows:

Parcels 10A-2 and 10A-3 as said parcels are shown on PARCEL MAP LDA #07-056 FOR PEGGY JEAN QUINLAN LIVING TRUSTED DATED 9/23/05, which was recorded in Book 1009 at Page 4465 as Document No. 752599 in the Official Records of said Douglas County.

Per NRS 111.312, this legal description was prepared by Western Surveying Services, whose mailing address is P.O. Box 6202, Gardnerville, Nevada 89460.

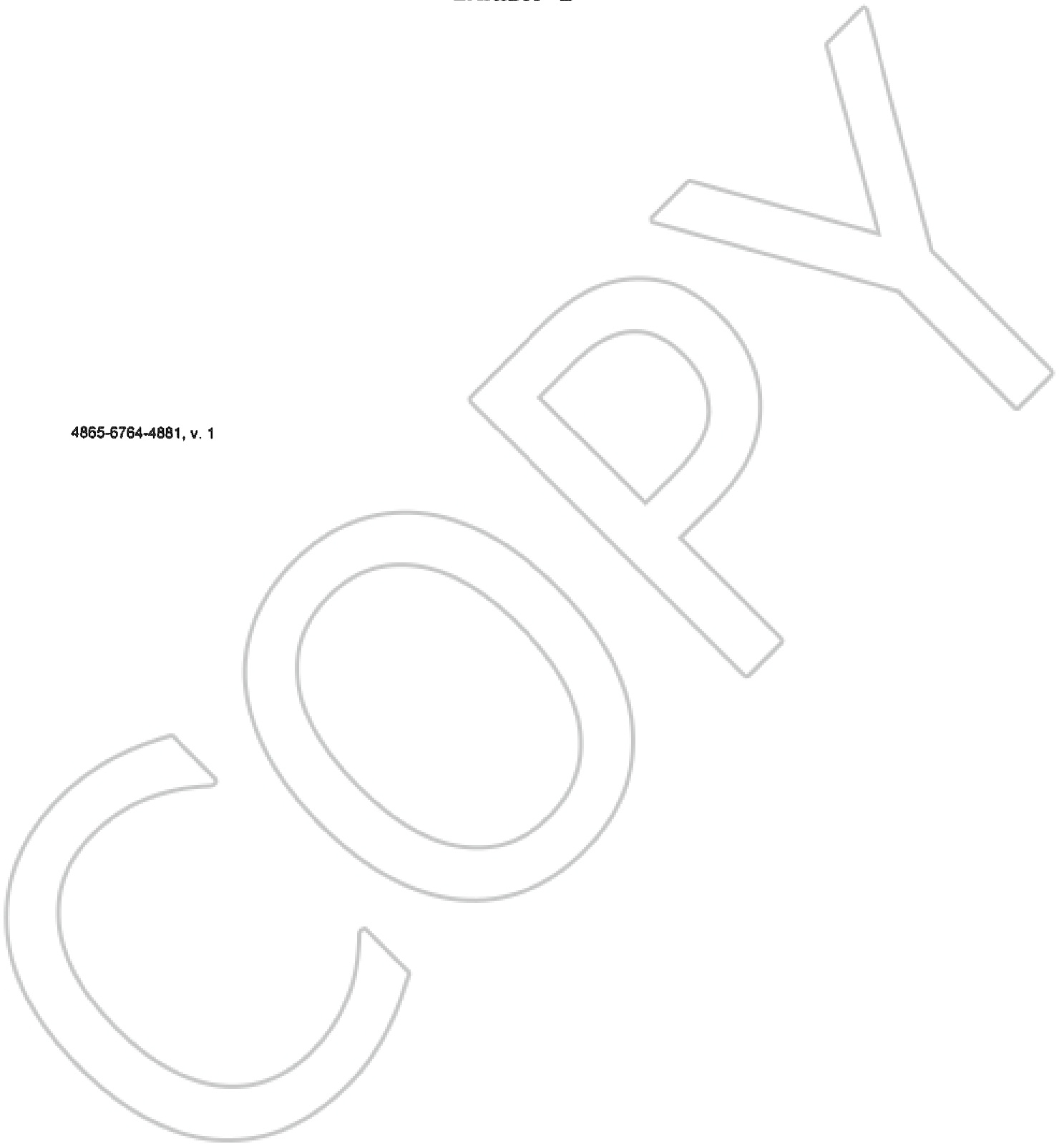



David D. Winchell, P.L.S. 3209

08/27/24
Date

EXHIBIT "B"

4865-6764-4881, v. 1



A.P.N. 1219-23-001-053 (Portion)
 A.P.N. 1219-23-001-054 (Portion)

EXHIBIT "B"

**LEGAL DESCRIPTION
 (Reciprocal Access Easement)**

Those portions of the Northwest ¼ of Section 23, Township 12 North, Range 19 East, M.D.B.& M. in the County of Douglas, State of Nevada, being more particularly described as follows:

Those portions of PARCEL 10A-2 and PARCEL 10A-3, as said parcels are described in EXHIBIT A (Page 6) of this document, being described as follows:

PARCEL 10A-2: The Westerly 325.00 feet of the Southerly 9.00 feet of said parcel. The Northeasterly line of the described easement shall be lengthened or shortened to intersect with the Southeasterly right-of-way line of Indian Trail Road.

PARCEL 10A-3: The Westerly 325.00 feet of the Northerly 9.00 feet of said parcel. The Southwesterly line of the described easement shall be lengthened or shortened to intersect with the Southeasterly right-of-way line of Indian Trail Road.

Per NRS 111.312, this legal description was prepared by Western Surveying Services, whose mailing address is P.O. Box 6202, Gardnerville, Nevada 89460.

David D. Winchell
 David D. Winchell, P.L.S. 3209

PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
DAVID D. WINCHELL
 EXPIRES 6/30/26
 No. 3209

Date 08/27/24

EASEMENT DETAILS

