

APN: 038-401-02; 038-401-05;
038-401-06; 038-401-07;
038-401-08; 038-401-09;

**Canal Street Easement Agreement
Verdi, County of Washoe, Nevada**

This EASEMENT AGREEMENT (this “**Agreement**”), dated as of the _____ day of _____, 2018 (the “**Effective Date**”), by and among the following landowners: KAREN LEWIS, an individual, KEVIN and ALICIA RADCLIFFE, husband and wife, HOLLIS FORESTER, an unmarried woman, ROBERT JUDD and DEE ANN RADCLIFFE, husband and wife,– DAVID P. SCOTT, aka, DAVID P. ORELL, TRUSTEE of the DAVID P. OREL LIVING TRUST, and WASHOE COUNTY, a political subdivision of the State of Nevada. Each landowner being both “GRANTOR” and “GRANTEE”; collectively referred to as the “Parties” herein.

WITNESSETH:

WHEREAS, the following GRANTORS and GRANTEES are the fee owners of certain parcels of real property located in the Verdi, County of Washoe and State of Nevada:

- Karen Lewis owning real property at 671 Canal Street, Verdi, Washoe County, Nevada 89439, and designated as Washoe County Assessor’s Parcel Number 038-401-09, (hereinafter “Parcel F”).
- Washoe County, a political subdivision of the State of Nevada, owning the real property commonly known as 165 Bridge Street, Verdi, Washoe County, Nevada 89439, and designated as Washoe County Assessor’s Parcel Number 038-401-02 (hereinafter “Parcel A”).
- Kevin and Alicia Radcliffe owning real property at 681 Canal Street, Verdi, Washoe County, Nevada 89439, and designated as Washoe County Assessor’s Parcel Number 038-401-05 (hereinafter “Parcel B”).
- Robert Judd and Dee Ann Radcliffe owning real property at 675 Canal Street, Verdi, Washoe County, Nevada, 89439, and designated as Washoe County Assessor’s Parcel Number 038-401-07 (hereinafter “Parcel D”).
- David P. Orel Revocable Living Trust, represented by its acting Trustee, own and/or owned certain real property commonly known as 673 Canal Street, Verdi, Washoe County, Nevada, 89439, and designated as Washoe County Assessor’s Parcel Number 038-401-08 (hereinafter “Parcel E”).

- Hollis Forster owning certain real property in the County of Washoe, State of Nevada, commonly known as 677 Canal Street, Verdi, Washoe County, Nevada 89439, and designated as Washoe County Assessor's Parcel Number 038-401-06 (hereinafter "Parcel C").

WHEREAS, all GRANTORS and GRANTEES have an interest in the ingress and egress and use of Canal Street, a private road, that runs through the GRANTORS' and GRANTEES' real property mentioned above, having been in use and existence since near or around the late 1800s and/or early 1900s to present day by the current landowners or their predecessor's in interest on a daily basis to access their real property; See **Exhibit "A"** Washoe County Assessor's Map and **Exhibit "B"** Google Earth Image December 2017.

WHEREAS, GRANTORS are willing to grant to GRANTEES an easement to ingress and egress on and over their real property by way of Canal Street. The easement shall be no less than 13' in width and will be located over the current road as currently situated ("**Easement Area**"). See **Ex. A and Ex. B**. The Easement Area is depicted and described on **Exhibit "C,"** attached hereto.

NOW, THEREFORE, for good and valuable consideration paid by the GRANTEES to the GRANTORS and the mutual covenants, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant. GRANTORS hereby grant, bargain and sell to GRANTEES, their heirs, legal representatives, successors and assigns a permanent, non-exclusive, reciprocal easement for access, ingress and egress on, over and under and across certain lands, hereinafter called the Easement Area, which are situated in Verdi, Washoe County, Nevada. The "Easement Area" is described on Exhibit "C," attached hereto.
2. Use. GRANTORS hereby grant, bargain and sell to GRANTEES the right to ingress and egress over and across said Easement Area and to allow all persons, materials, equipment, and vehicles that need to be transported to or from each GRANTEE'S parcel to be allowed such ingress and egress and use over and across said Easement Area. GRANTOR hereby grants to GRANTEES the right from time to time to trim, remove, cut down and clear away any debris, brush, or trees within the Easement Area on an emergency basis.
3. Maintenance and Repair. Each GRANTOR shall make all necessary repairs to the Easement Area located within their respective parcel so that Canal Street remains, at all times, fully useable. This includes but is not limited to grading the road, filling in potholes or divots that may impede travel or use. In the event the surface of any portion of the Easement Area is disturbed or damaged by any GRANTEES exercise of its easement rights under this Agreement, such area shall be restored to the condition in which it existed as of the Effective Date of the Agreement at the sole cost and expense

of such GRANTEE. In the event that Washoe County ceases to use the Easement Area on its parcel in such a fashion that County code no longer requires Washoe County to maintain the Easement Area on its property as it has as of the time of this Agreement, then, in such an event, Washoe County, or its successors in interest, shall be excused from their duty of maintenance, which duty will be undertaken by the other easement users equally. Washoe County consents, for itself and its successors, to entry on parcel 038-401-02 for purposes of maintaining the Easement Area on parcel 038-401-02.

4. Reservation of Rights. All right, title and interest in and to the Easement Area under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to each GRANTOR, provided, however, no GRANTOR shall: (a) erect or maintain any buildings which may cause damage to or interfere with any GRANTEE'S use of the Easement Area (b) develop, landscape, or beautify the Easement Area in any way which would encroach on the Easement Area defined herein. GRANTOR shall have the right to grant additional easement rights in the Easement Area provided same shall not interfere with, or otherwise unreasonably interfere with GRANTEE'S rights to use or access of the Easement Area for access, ingress or egress.

5. Representations and Warranties. Subject to any encumbrance or other document of record, GRANTORS represent and warrant to GRANTEES that: (a) GRANTORS have the full right, power, title and interest to make the within grant of Easement to GRANTEES; (b) such grant of Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by GRANTEES pursuant to the terms hereof; and (c) GRANTEES' easement rights hereunder shall not be defeased, impaired and adversely affected by superior title.

6. Relocation. GRANTORS or GRANTEES may relocate the Easement if prior written consent is obtained from the non-requesting party. If a party hereto desires to relocate the Easement and/or Easement Area, such party shall send a request to relocate the Easement and/or Easement Area, in writing, all Parties and or their successor in interest. The non-requesting party shall respond to such request to relocate, in writing, within ten (10) days of receiving such relocation request. If the parties agree to relocate the Easement and/or Easement Area, then this Agreement shall be amended to reflect same. GRANTORS and GRANTEES, hereby acknowledge and agree that the party requesting the relocation shall be responsible for the all costs and expenses, including reasonable attorneys' fees of the other party, incurred in connection with relocating the Easement and/or Easement Area, including by way of example and not limitation, the cost of a new survey to amend Exhibit "C" hereto.

7. Grantor's Use of Property. GRANTORS reserve the right to use the Easement Area in any manner and for any purpose that does not unreasonably interfere with any GRANTEE'S right to ingress and egress and use the Easement Area as provided herein.

8. Transferability. The parties to this Agreement acknowledge and agree the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that "run with the land" and shall inure to the benefit of and be binding upon the parties and their respective grantees, successors, heirs and assigns.

9. Default and Remedies. In the event of a default by GRANTOR or GRANTEE, the non-defaulting party may seek any and all remedies permitted by law.

10. Insurance. As to any parcel that is improved, each GRANTEE shall maintain, at its expense, and keep in force at all times during the term of this Agreement, a policy of comprehensive homeowner's insurance policy that covers the Easement Area which lies in their respective parcel up to the limits of no less than \$300,000.00 per occurrence and/or incident. Washoe County is self-insured, which is known to and acceptable to the other parties.

11. Indemnification. GRANTEES shall indemnify, defend and hold GRANTORS harmless from and against any and all losses, costs, damages, liens, claims, liabilities or expenses (including, but not limited to, reasonable attorneys' fees, court costs and disbursements) incurred by GRANTEES arising from or by reason of the access to or use of the Easement Area by GRANTEES or their Invitees.

12. Attorney's Fees. In the event any party to this Agreement (including successors in interest) bring, or are joined in, any lawsuit to enforce, or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, including on any appeal or writ allowed. In the event any party hereto (including successors in interest) are made a party to any proceeding because of any act or omission to act of any other party, then the party who so acted, or omitted to act, shall indemnify and hold the party being joined harmless, including as to fees and costs.

13. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party being noticed at its address set out below and to the address the Washoe County Assessor shows for the owner of any parcel to be noticed. Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

To GRANTORS/GRANTEES:

Parcel F: 671 Canal Street, Owned by Karen C Lewis

APN 038-401-09

4607 Clearwater Drive

Papillion, Nebraska 68133

Mobile-702-501-3442 (Kersan Hubbs, Esq.)

Parcel E: 673 Canal Street, Owned by Orel Living Trust, David P, AKA as
David Scott APN 038-401-08

PO BOX 12121

Costa Mesa, CA 92627; and/or

8442 Terrace Drive

Morongo, CA 92256

PHONE-949-760-9544

Parcel D: 675 Canal Street, Owned by Dee Ann M Radcliffe and Robert S
et al Judd

APN 038-401-07

PO Box 397

Verdi Nevada 89439

PHONE-775-345-1968, Robert Sean Judd-775-345-1968

Parcel C: 677 Canal Street, Owned by Hollis R Forster

APN 038-401-06

PO BOX 1572

Verdi, Nevada 89439

PHONE, Unknown

Parcel B: 681 Canal Street, Owned by Kevin G Radcliffe and Alicia F
Radcliffe

APN 038-401-05

PO Box 243, Verdi, Nevada 89439

PHONE 775-233-4433

Parcel A: 165 Bridge Street, Owned by Washoe County APN 038-401-02
c/o David Solaro

Assistant County Manager

Washoe County Community Services Department

1001 East 9th Street

Reno, NV 89512

PHONE 775-328-3600

14. Amendment. This Agreement may not be modified, amended or terminated except in a writing signed by each party hereto.

15. Time of the Essence. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

16. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA, COUNTY OF WASHOE. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF STATE OF NEVADA, COUNTY OF WASHOE, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

18. Authority. All Parties hereto represent and warrant, subject to any encumbrance or item of record, they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

19. Further Cooperation. Each of the signatures to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Dated this 6 day of JUNE, 2018.

Karen Lewis

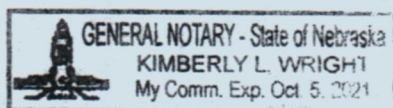
Karen Lewis

Grantor, Parcel No.038-401-09

State of Nebraska

County of Sanpey

This instrument was acknowledged before me on the 6 day of JUNE, 2018 by Karen Lewis.



Kimberly L. Wright
(Signature of notarial officer)

Dated this _____ day of _____, 2018.

Kevin Radcliffe

Grantor, Parcel No. 038-401-05

Alicia Radcliffe

Grantor, Parcel No.038-401-05

State of Nevada

County of.....

This instrument was acknowledged before me on the _____ day of _____, 2018 by Kevin Radcliffe and Alicia Radcliffe.

.....
(Signature of notarial officer)

Dated this _____ day of _____, 2018.

Karen Lewis

Grantor, Parcel No.038-401-09

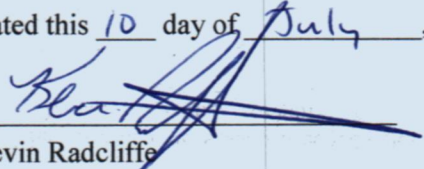
State of Nebraska

County of.....

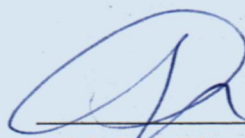
This instrument was acknowledged before me on the _____ day of _____, 2018 by Karen Lewis.

.....
(Signature of notarial officer)

Dated this 10 day of July, 2018.


Kevin Radcliffe

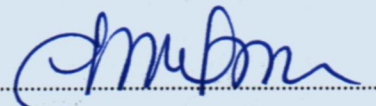
Grantor, Parcel No. 038-401-05


Alicia Radcliffe

Grantor, Parcel No.038-401-05

Alaska
State of ~~Nevada~~
County of 4th Judicial District

This instrument was acknowledged before me on the 10th day of July, 2018 by Kevin Radcliffe and Alicia Radcliffe.


.....
(Signature of notarial officer)

State of Alaska
NOTARY PUBLIC

Elena Doroshenko

My Commission Expires 11-22-19

Dated this 16 day of July, 2018.

Robert Judd
Robert Judd

Grantor, Parcel No. 038-401-07

Dee Ann Radcliffe

Dee Ann Radcliffe

Grantor, Parcel No. 038-401-07

State of Nevada

County of Washoe

This instrument was acknowledged before me on the 16th day of July, 2018 by Robert Judd and Dee Ann Radcliffe.



Eileen M. Gianola
(Signature of notarial officer)

Dated this _____ day of _____, 2018.

Hollis Forster

Grantor, Parcel No. 038-401-06

State of Nevada

County of _____

This instrument was acknowledged before me on the _____ day of _____, 2018 by Hollis Forster.

(Signature of notarial officer)

Dated this ____ day of _____, 2018.

Robert Judd
Grantor, Parcel No. 038-401-07

Dee Ann Radcliffe
Grantor, Parcel No.038-401-07

State of Nevada
County of.....

This instrument was acknowledged before me on the ____ day of _____, 2018 by Robert Judd and Dee Ann Radcliffe.

.....
(Signature of notarial officer)

Dated this 5 day of July 2018.

Hollis Forster
Hollis Forster
Grantor, Parcel No.038-401-06

State of Nevada
County of Washoe.....

This instrument was acknowledged before me on the 5th day of July, 2018 by Hollis Forster.



Gabriela Recelle
.....
(Signature of notarial officer)

Dated this 16 day of July, 2018.

David P. Orel

David P. Scott, also known as
David P. Orel, Trustee, of the David P. Orel Living Trust
Grantor, Parcel No.038-401-08

State of ~~California~~ Nevada
County of Washoe.....

This instrument was acknowledged before me on the 16th day of
July, 2018 by David P. Orel, Trustee on behalf of the David P. Orel
Living Trust.



Ginger Dehart

(Signature of notarial officer)

Dated this ____ day of _____, 2018.

Hazel Galli
Grantor
Parcel No. 038-401-12 and 038-401-13

Rudy Galli
Grantor
Parcel No.038-401-12 and 038-401-13

State of Nevada
County of.....

This instrument was acknowledged before me on the ____ day of
_____, 2018 by Hazel Galli and Randy Galli.

.....
(Signature of notarial officer)

David P. Scott, also known as
David P. Orel, Trustee, of the David P. Orel Living Trust
Grantor, Parcel No.038-401-08

State of California
County of.....

This instrument was acknowledged before me on the _____ day of _____, 2018 by David P. Orel, Trustee on behalf of the David P. Orel Living Trust.

.....
(Signature of notarial officer)

Dated this _____ day of _____, 2018.

Chair, Washoe County Commission
Grantor, Parcel No.038-401-02

State of Nevada
County of.....

This instrument was acknowledged before me on the _____ day of _____, 2018 by _____ as an agent of Washoe County.

.....
(Signature of notarial officer)

EXHIBIT A

Washoe County Assessor's Map



EXHIBIT A

EXHIBIT B

Google Earth Image December 2017



EXHIBIT B

EXHIBIT C
Surveyed Easement Area

EXHIBIT C

EXHIBIT "C"
LEGAL DESCRIPTION
ACCESS EASEMENT

All that certain real property situate within the Northwest-One-Quarter (NW ¼) of Section Seventeen (17) Township Nineteen North (T19N), Range Eighteen East (R18E), M.D.M., lying within the Town of Verdi, Washoe County, State of Nevada, being more particularly described as follows:

BEGINNING at the northern most angle point of Lot 7, Block J, shown on that plat "OLonkey's Addition to Reno", recorded July 6, 1891, Official Records, Washoe County, Nevada; said POINT OF BEGINNING being further described as being the intersection of the Bridge Street, an eighty (80') foot wide right-of-way and the south line of NV Energy Power Canal, a seventy-five (75') wide canal;

THENCE along said south line, South 61°21'44" West, 99.48 feet;

THENCE South 28°38'59" East, 6.89 feet to an angle point of the canal, being one-hundred feet (100') in width;

THENCE along the south line of the canal the following courses:

South 57°54'33" West, 25.70 feet;

THENCE along the arc of a non-tangent curve, concave southeasterly, radial to a bearing of South 32°07'01" East, having a radius of 523.70 feet, through a central angle of 14°42'34", a length of 134.45 feet to the westerly angle point of that parcel owned by Washoe County;

THENCE leaving said south line of the canal, South 40°49'14" West, 27.34 feet;

THENCE South 37°46'19" West, 31.84 feet;

THENCE South 34°35'13" West, 26.50 feet;

THENCE South 29°07'07" West, 19.81 feet;

THENCE South 17°49'40" West, 24.57 feet;

THENCE South 13°56'34" West, 14.74 feet;

THENCE South 08°54'00" West, 9.19 feet;

THENCE South 23°05'32" West, 36.22 feet;

THENCE South 66°44'58" West, 6.71 feet;

THENCE South 23°05'32" West, 51.39 feet;

THENCE South 20°43'39" East, 6.69 feet;

THENCE South 23°05'32" West, 35.33 feet;

THENCE South 30°57'03" West, 59.59 feet;

THENCE South 14°21'19" West, 12.59 feet to the southerly line of that parcel described in document Number 4707074, recorded May 24, 2017, Official Records, Washoe County, Nevada, being that parcel located at 671 Canal Street, Verdi, Nevada;

THENCE along said southerly line, South 62°51'40" East, 13.33 feet;

THENCE leaving said south line, North 14°21'19" East, 13.65 feet;

THENCE North 30°57'03" East, 58.59 feet;

THENCE North 23°05'32" East, 36.56 feet;

THENCE North 20°43'39" West, 6.69 feet;

THENCE North 23°05'32" East, 50.26 feet;

THENCE North 67°52'00" East, 6.57 feet;

THENCE North 23°05'32" East, 38.81 feet;

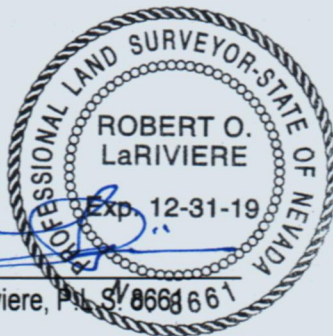
THENCE North 08°54'00" East, 10.24 feet;

THENCE North 13°56'34" East, 13.73 feet;

THENCE North 17°49'40" East, 22.84 feet;

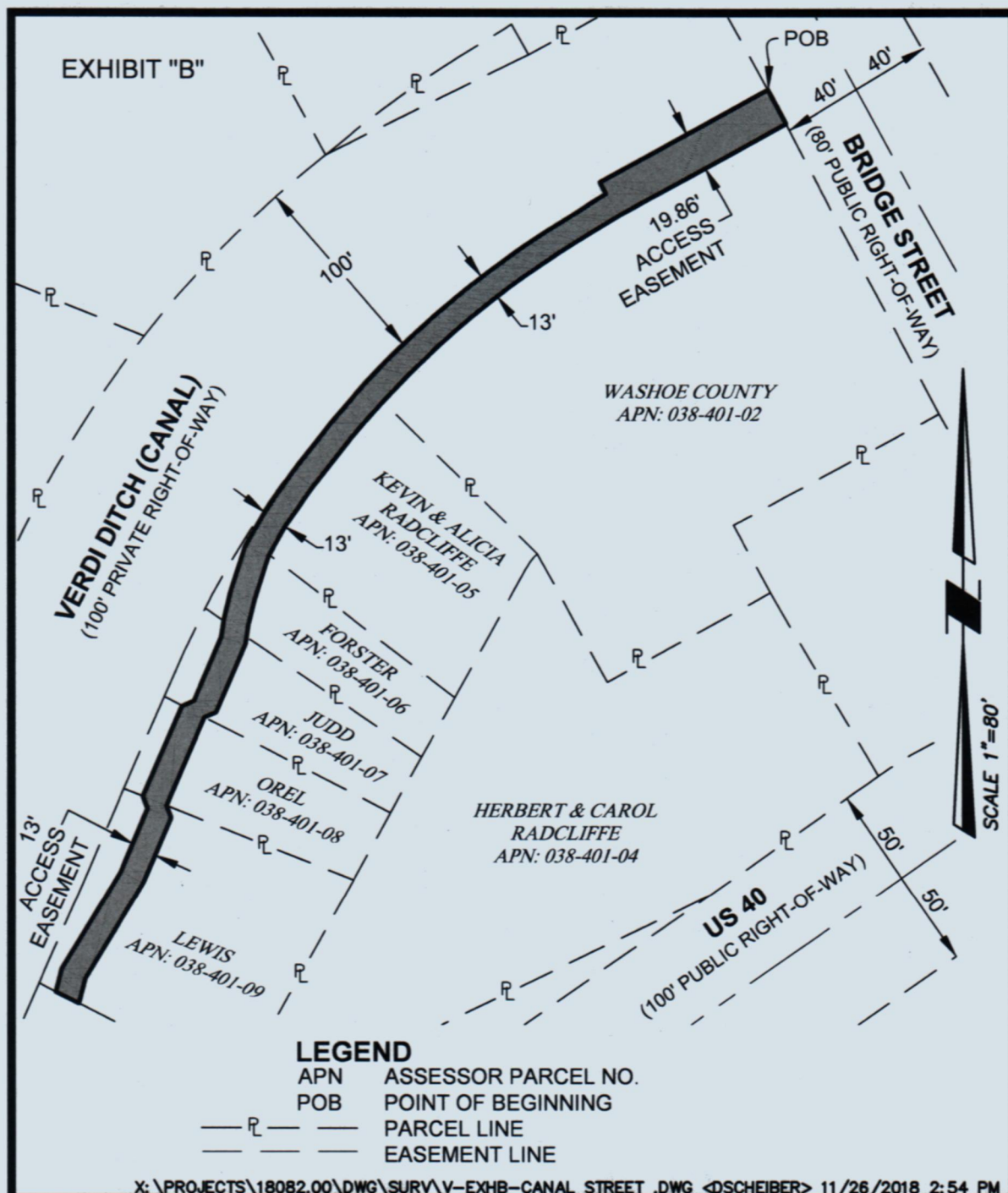
THENCE North 29°07'07" East, 17.90 feet;
THENCE North 34°35'13" East, 25.51 feet;
THENCE North 37°46'19" East, 31.14 feet;
THENCE along the arc of a non-tangent curve, concave northeasterly, radial to a bearing of South 50°12'01" East, having a radius of 496.26 feet, through a central angle of 18°11'22", a length of 157.55 feet;
THENCE North 57°54'33" East, 25.70 feet;
THENCE North 61°21'44" East, 98.38 feet to the westerly line of Bridge Street;
THENCE along said westerly line, North 27°44'56" West, 19.87 feet of westerly line of Bridge Street to the POINT OF BEGINNING;

The basis of bearings for this description is the Nevada State Plane, West Zone NAD83(94) based on real time kinematic(RTK) GPS observations.



Robert O. LaRiviere, P.L.S. 8668661
CFA Inc.
1150 Corporate Blvd.
Reno, NV 89502

11-26-18



X:\PROJECTS\18082.00\DWG\SURV\V-EXHB-CANAL STREET.DWG <DSCHIEBER> 11/26/2018 2:54 PM



EXHIBIT TO ACCOMPANY A LEGAL DESCRIPTION
FOR

ACCESS EASEMENT

LYING WITHIN SECTION 17, T19N, R18E, M.D.M.
WASHOE COUNTY NEVADA

LAND SURVEYORS
CIVIL ENGINEERS
LAND USE PLANNERS
1150 CORPORATE BOULEVARD
RENO, NEVADA 89502
775-856-1150 MAIN = CFARENO.COM

SHEET

1

OF

1

