

Official RecordRecording requested By
GARY D. FAIRMAN

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$42.00

Page 1 of 4

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RECORDING REQUESTED BY:

GARY D. FAIRMAN, ESQ.
P.O. Box 151105
Ely, Nevada 89315EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made and entered into this 6th day
of January, ~~2009~~, ²⁰¹⁰ by and between REBECCA DANIELS,
hereinafter called "First Party", and RANDALL LEE ASTRAMOVICH,
hereinafter called "Second Party."

WITNESSETH:

WHEREAS, First Party is the owner of the real property
hereinafter referred to, situate and being in the County of
Lincoln, State of Nevada; and

WHEREAS, Second Party is desirous of obtaining a right-
of-way and easement over, under and across a portion of said
property for the parking of vehicles; and

WHEREAS, First Party is desirous and willing to grant
said easement and right-of-way for the purposes hereinafter set
forth:

NOW, THEREFORE, for and in consideration of the premises
and the terms, covenants, agreements and conditions hereinafter set
forth, the said First Party agrees as follows:

1. To, and she does hereby, assign, grant and convey
unto said Second Party an easement and right-of-way for parking of



vehicles, under and across the hereinafter described tract of land owned by said First Party and which said tract of land is more particularly described as follows, to-wit:

A triangular area starting at the northeast corner of Lot 25 in Block 33 as shown and delineated on the plat of the Town of Pioche, on file in the Recorder's Office of Lincoln County, State of Nevada, westward for 20 feet along the shared line of said Lot 25 and Lot 26 in Block 33, then 90° left to Hillside Road, which runs through Lot 25, following Hillside Road to McCannon Street.

2. There is hereby given and granted to said Second Party all rights of ingress and egress necessary for the full use, occupation and enjoyment of the hereinabove referred to easement and right-of-way hereby granted for the purpose of parking vehicles, and to all rights and privileges incident thereto.

For and in consideration of the premises and the things to be done and performed by First Party, Second Party agrees as follows:

1. To assume and discharge all liability that might arise from injuries to persons, or damages to property, resulting from, or incident to, its use and occupation of the above described premises, and to indemnify and save First Party harmless on account of any and all claims and demands for any such injuries or damages.

2. All work incident to the installation of any parking lot improvements, shall be done and performed pursuant to all requirements as imposed by law, and all costs and expenses incident to such installation, operation, maintenance and repair of any parking lot improvements, shall be borne by said Second Party.



For and in consideration of the of the premises and the things to be done and performed by each of the parties hereto, it is mutually agreed by and between the parties hereto as follows:

1. This Agreement is assignable by said Second Party without the written consent of the First Party first being had and obtained.

2. That each party to this Agreement shall execute any and all documents necessary so that Second Party or her assignees can fully use and enjoy the easement granted hereunder.

3. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto caused the foregoing to be execute the day and year first above written.

FIRST PARTY:

Rebecca Daniels
REBECCA DANIELS

SECOND PARTY:

Randall A. Atramovich
RANDALL ASTRAMOVICH

STATE OF Nevada)
COUNTY OF Clark) SS.

On January 6 2010, 2009, personally appeared before me, a Notary Public, REBECCA DANIELS, who acknowledged that she executed the above instrument.

