

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

JONES & TURNER INC.  
P.O. Box 5067  
STATELINE, NV. 89449

**GRANT OF EASEMENT**

Over that portion of Section 19, Township 13 North Range 19 East, M.D.M., described as follows:

That portion of Lot 493, Summit Village second amended map situate in the County of Douglas, State of Nevada, more particularly described as follows:

GRANTORS, JOHN RANDAZZO and ALICE F. RANDAZZO, the present owners of both the dominant and servient tenements described below, reserve, to themselves, their heirs and assigns as owners of the dominant tenement, as and for an appurtenance to the servient tenement hereinafter described, and for any part thereof, a perpetual, non-exclusive easement to use, repair, and maintain the passageway, across the servient tenement, beginning at the property centerline between the dominant and servient tenements, and running across the rear decks of the three rear floors at the easternmost end of the servient tenement and down the stairwell fire escape at the easterly end of the structure of the servient tenement, all of which provide egress from the rear of the dominant tenement to the ground at the rear of the tenements. The dominant tenement is generally described as the Northern one-half of Lot 493 Summit Village second amended map, APN 11-251-45, and the servient tenement is generally described as the Southern one-half of Lot 493 Summit Village second amended map, APN 11-251-45, and this grant shall result in the easement being co-owned by the dominant and servient tenements.

Concomitant and coextensive with this right is the right in grantor of ingress and egress over and on that herein described portion of said land to affect an emergency exit from the Northern one-half of Lot 493 Summit Village second amended map, APN 11-251-45 in the event of a fire or other emergency. Such right shall be exercised on the stated route and shall occasion the least practicable damage and inconvenience to the Southern one-half of Lot 493 Summit Village second amended map, APN 11-251-45. Such right is conditioned on the reasonable exercise thereof for the benefit of the dominant tenement and only for the purposes as herein provided.

GRANTORS shall have the right to use the easement described herein for purposes not inconsistent with the full enjoyment of the rights herein granted, provided that neither the dominant nor the servient tenement shall erect or construe, or allow to be erected or constructed, any obstruction or obstacle or other structure to prevent the full use and enjoyment of said easement by GRANTORS, specifically, and without limitation, the maintenance of an open doorway between the three rear decks of the dominant and servient tenements at the property centerline.

GRANTORS, as owners of the dominant tenement, agree to share equally with any future owners of the servient tenement the costs and expenses of maintaining and repairing such easement in perpetuity. The repairs and maintenance to be undertaken and performed under this grant include all aspects of the decking and the stairwell, including the roof and walls, comprising the easement. The tenement owner incurring any reasonable expense for repair or maintenance shall be reimbursed by the other tenement owner to the extent of one-half of such expenses within thirty days of presentation of said expense. The owner of the dominant tenement shall have access to the easement at reasonable times to effectuate repairs, to remove snow to maintain an open egress from the dominant tenement, or to remove any obstruction to free and open access to the easement. Repairs or maintenance arising out of or caused by the willful or negligent act of either of the tenement owners shall be borne exclusively by that tenement owner.

Any liability of the tenement owners hereunder for personal injury to any guests or to any workers employed to make repairs or to do maintenance under this grant and reservation, or to any third persons, shall be borne in the same proportion as they bear the costs and expenses of repairs and maintenance, and each tenement owner shall be responsible for and maintain his own insurance, if any.

This grant shall run with the land and shall be binding on and shall inure to the benefit of the parties, their heirs, legal representatives, and assigns, and shall apply to the following described property:

"Lot 493 Summit Village second amended map as recorded in Book 72, page 266, document number 87011 in the official in the official records of Douglas County, Nevada."

In witness whereof, grantors have executed this deed on the date hereafter written.

Dated: JANUARY 24, 1985

John Randazzo  
JOHN RANDAZZO

Dated: JANUARY 24, 1985

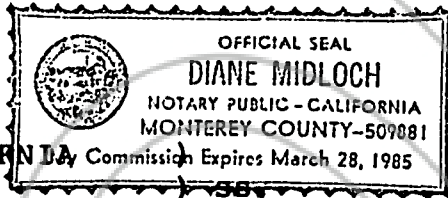
Alice Randazzo  
ALICE RANDAZZO

STATE OF CALIFORNIA )  
COUNTY OF MONTEREY ) ss.

On this 24<sup>th</sup> day of January, 1985, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared JOHN RANDAZZO, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Diane Midloch

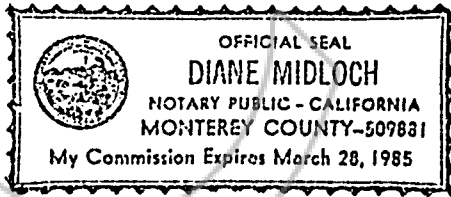


STATE OF CALIFORNIA )  
COUNTY OF MONTEREY )

On this 24<sup>th</sup> day of January, 1985, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared ALICE RANDAZZO, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Diane Midloch



NOTARY PUBLIC

REQUESTED BY  
James & Turner Inc  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'85 JAN 25 P12:07

SUZANNE BEAUDREAU  
RECORDER  
\$ 7.00 PAID. BH DEPUTY  
**112805**  
BOOK **185** PAGE **2012**