

## GRANT OF EASEMENT

THIS AGREEMENT made this 19<sup>th</sup> day of SEPTEMBER, 1985, by and between UPPAWAY ESTATES, INC. a Nevada corporation, hereinafter "Grantor" and DONALD OREN and BEVERLY J. OREN, husband and wife, as joint tenants, hereinafter called "Grantees".

WHEREAS, Grantor is the owner of certain real property commonly known as common area of UPPAWAY ESTATES SUBDIVISION, more particularly described in Official Records of Douglas County, Nevada, on May 21, 1976, under File No. 00394, in Book 576, Page 917; and that part of said UPPAWAY ESTATES SUBDIVISION described and depicted in Exhibits "A" and "B" attached hereto, which are incorporated herein by this reference as though set forth at herein, is the Servient Tenement, and

WHEREAS, Grantees are to be the owners of certain real property more particularly described as Lot 28, as shown on the map of UPPAWAY, filed in the Office of the County Recorder of Douglas County, State of Nevada, on May 21, 1976, which property is hereinafter referred to as the "Dominant Tenement;" and

WHEREAS, Grantees desire to acquire certain rights in the Servient Tenement;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. For valuable consideration, Grantor hereby grants to Grantees an exclusive, perpetual use easement to the land described in Exhibit "A" and depicted on Exhibit "B", the Servient Tenement.

2. The easement granted herein is appurtenant to the Dominant Tenement.

3. Grantees shall be entitled to use the Servient Tenement in any way not inconsistent with and subject to the limitations set forth in that certain Declaration of Covenants, Conditions and Restrictions, recorded as Instrument No. 00510 of the Official Records of Douglas County, Nevada, on May 21, 1976, and appearing at Page 1054, et seq., of Book 576, as the same may have been amended by document recorded July 1, 1977, in Book 777, Page 5 of the Official Records of Douglas County, Nevada.

4. Grantees shall be responsible for maintenance of the easement area in accordance with standards applicable to all such easements granted within the UPPAWAY ESTATES SUBDIVISION, to be adopted or revised from time to time, by Grantor. In the event of failure of Grantees to so maintain the easement, Grantor may enter upon the easement area, perform the required maintenance, and charge the cost thereof to Grantees. Said maintenance charge shall be a lien upon said Lot.

5. Grantees shall carry Liability insurance for any occurrence upon said easement area for which Grantor might be

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held liable by a court of competent jurisdiction and shall deliver evidence thereof to Grantor, as its respective interests may appear.

6. The construction of any fences, gardens, pathways or other man-made objects shall be subject to review by the directors of Grantor, who in their sole discretion may grant or deny permission to maintain such accessories to the Dominant Tenement, it being understood that the UPPAWAY ESTATES SUBDIVISION is a community of common interests, and no individual lot owner should be allowed to exhibit exterior decorations which are not in harmony with the general decor of the entire area.

7. It will be Grantees responsibility to reimburse Grantor for any tax liability levied by Douglas County, Nevada, by reason of the grant of this easement.

8. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, excepting a subsequent modification in writing, signed by the party to be charged.

9. In the event of a controversy, claim or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs.

10. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR:

UPPAWAY ESTATES, INC.,  
a Nevada corporation

By William Cody Kelly  
William Cody Kelly

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STATE OF NEVADA

: SS.

DOUGLAS COUNTY

On September 19, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared William Cody Kelly, known to me to be the President of UPPAWAY ESTATES, INC., a Nevada corporation, the Corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to a resolution of its board of directors.

WITNESS my hand and official seal.

  
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NOTARY PUBLIC

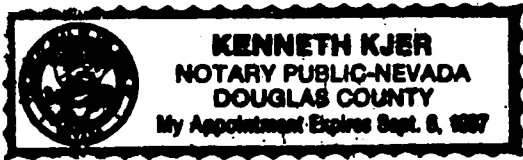


EXHIBIT "A"

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Lot 28, as shown on the SECOND AMENDED MAP OF UPPAWAY, filed in the office of the County Recorder of Douglas County, Nevada on February 6, 1981, File No. 53353. (APN# 01-100-28)

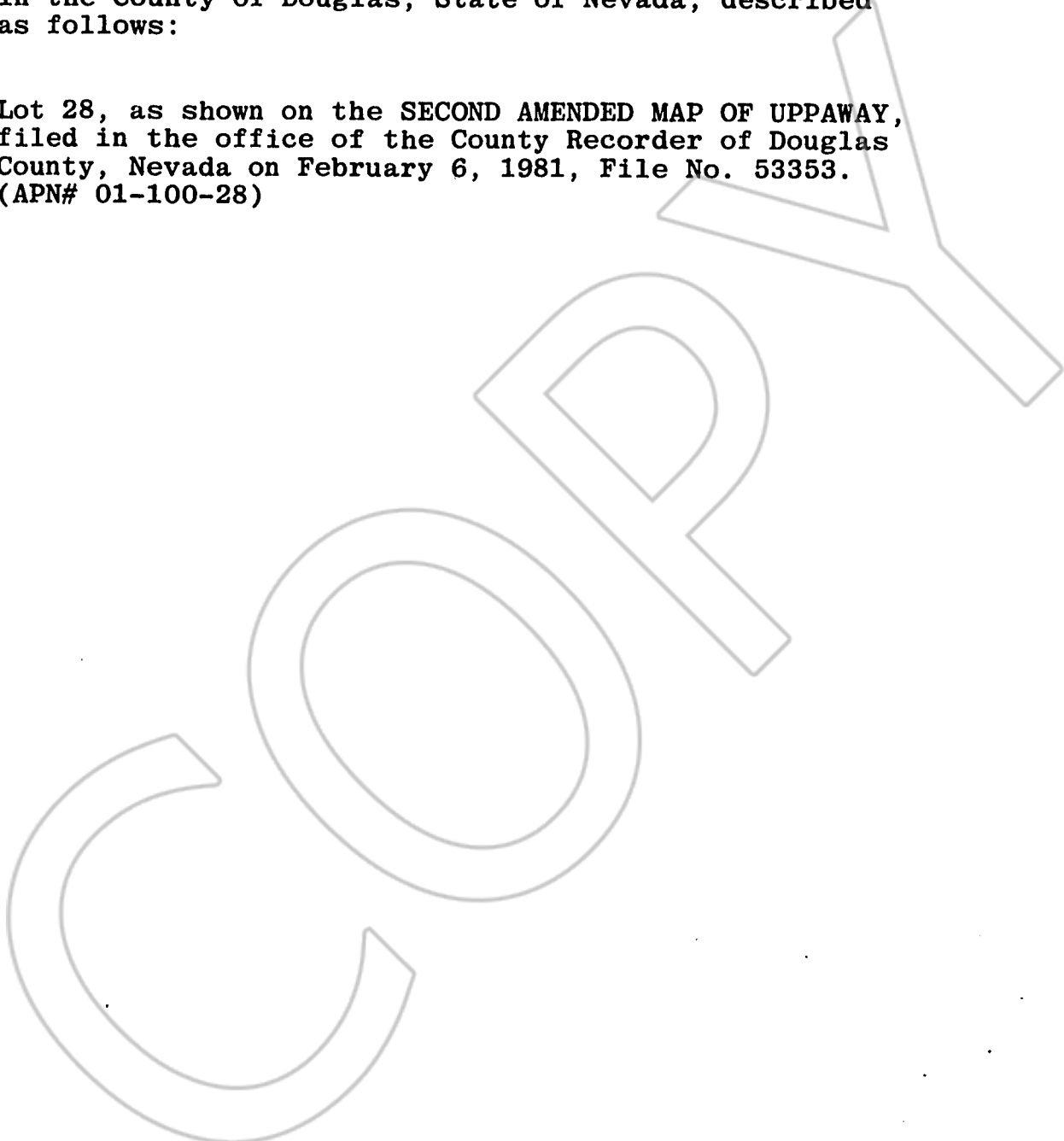


EXHIBIT "B"

Description of Proposed Easement Line surrounding Uppaway Lot 28. Being a portion of Sec. 10, T.14N.,R.18E.,M.D.B.&M., Douglas County, State of Nevada, more particularly described as follows:

Commencing at the found Lake Tahoe Meander Corner at the northwest corner of Uppaway, proceed S 20 deg. 25 min. 30 sec. W, 519.96 ft., along the meander line, to a meander corner; thence S 10 deg. zero min. zero sec. E, 355.72 ft., along the meander line, to the True Point of Beginning, which is the northwest corner of the Proposed Easement; thence N 79 deg. 03 min. 23 sec. E, 137.09 ft., to the northeast corner of the Easement, which is 8.00 ft. from the centerline of the existing roadway; thence S 17 deg. 42 min. 08 sec. E, parallel to the roadway, 5.73 ft., to a point; thence S 12 deg. 50 min. 39 sec. E, 96.02 ft., parallel to and 8.00 ft. distant from the roadway centerline to the southeast cor. of the Proposed Easement; thence S 75 deg. 34 min. 58 sec. W, 143.03 ft., to an intersection with the meander line at the southwest cor. of the Proposed Easement; thence N 10 deg. zero min. zero sec. W, 110 34 ft., along the meander line, to the True Point of Beginning, containing 0.34 acres, more or less.

REQUESTED BY  
SIERRA LAND TITLE CORP.  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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SUZANNE BEAUDREAU  
RECORDER

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