

AFTER RECORDING MAIL TO:"

JAMES C. DOWNING
11 TENNIS CLUB DR.
DANVILLE, CA 94526

GRANT OF EASEMENT

THIS AGREEMENT made this 18 day of September 1990, by and between **UPPAWAY ESTATES, INC.**, a Nevada corporation, hereinafter called "Grantor", and James C. Downing, a single man, hereinafter called "Grantee", and

WHEREAS, Grantor is the owner of certain real property commonly known as the 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 herein, is the Servient Tenement, and

WHEREAS, Grantee is the owner of certain real property more particularly described as Lot 7, 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, Grantee desires to acquire certain rights in the servient Tenement:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. For valuable consideration, Grantor hereby grants to Grantee 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 appurtenance to the Dominant Tenement.
3. Grantee 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.

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4. Grantee shall be responsible for maintenance of the easement area in accordance with standards applicable to all such easements granted within **UPPAWAY ESTATES SUBDIVISION**, to be adopted or revised from time to time, by Grantor. In the event of failure of Grantee to so maintain the easement, Grantor may enter upon the easement area, perform the required maintenance, and charge the cost thereof to Grantee. Said maintenance charge shall be a lien upon said Lot.
5. Grantee shall carry liability insurance for any occurrence upon said easement area for which Grantor might be 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 Grantee's 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. This instrument shall bind and inure to the benefit of the respective heirs, personal representative, successors and assigns of the parties hereto.

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

GRANTEE:

GRANTOR:

UPPAWAY ESTATES, INC.
a Nevada Corporation,

JAMES C. DOWNING

By *William Cahill*
PRESIDENT,

STATE OF NEVADA)
) : ss.
COUNTY OF DOUGLAS)

On the 12th day of SEPTEMBER, 1990, before me, the undersigned, a Notary Public in and for said State and County, personally appeared WILLIAM CAHILL, 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 unanimous resolution of its "B" board of directors.

WITNESS my hand and official seal.

[Notary Seal]
LAURA E. MURRAY
Notary Public — Nevada
Douglas County
My Appointment Expires Nov. 14, 1992

Laura E. Murray
NOTARY PUBLIC

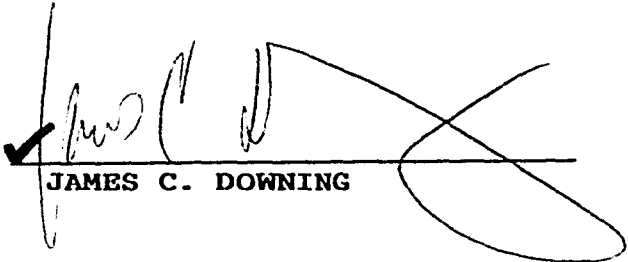
[Notary Seal]
LAURA E. MURRAY
Notary Public — Nevada
Douglas County
My Appointment Expires Nov. 14, 1992

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

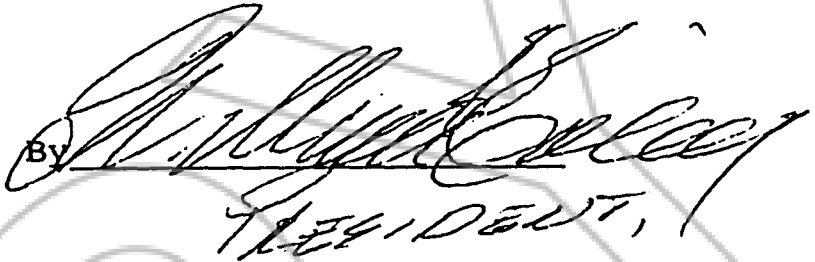
GRANTEE:

GRANTOR:

UPPAWAY ESTATES, INC.
a Nevada Corporation,



JAMES C. DOWNING

By 

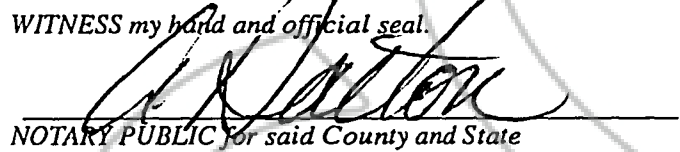
PRESIDENT,

(General)
State of California }
County of Contra Costa } ss.

On September 18, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared

James C. Downing
who proved to me on the basis of satisfactory evidence to be the person _____, whose name

subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.


NOTARY PUBLIC for said County and State



FNT 9-88/006

NOTARY PUBLIC

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8-14-90

EASEMENT DESCRIPTION
EXCLUSIVE COMMON AREA
for
LOT 7 UPPAWAY

All that real property situate in the County of Douglas, State of Nevada, described as follows:

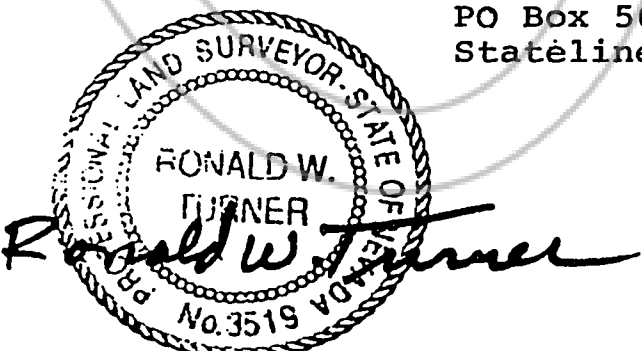
All that Common Area shown on the map of Uppaway, filed for record on May 21, 1976, Document No.394, more particularly described as follows:

Beginning at a point on the Easterly line of Uppaway which bears South 66°29'53" East 60.74 feet from the Southeast corner of Lot 7; thence along a curve concave to the Southeast with a radius of 900.00 feet, a central angle of 8°45'59", and an arc length of 137.70 feet, the chord of said curve bears South 22°06'52" West 137.57 feet; thence North 65°58'29" West 59.52 feet; thence along a curve concave to the West with a radius of 98.00 feet, a central angle of 13°11'12", and an arc length of 22.55 feet, the chord of said curve bears North 05°36'25" East 22.51 feet; thence North 0°59'11" West 65.99 feet; thence North 09°10'19" East 52.07 feet; thence North 73°16'00" West 2.10 feet; thence North 16°44'00" East 15.83 feet; thence North 09°10'19" East 59.46 feet; thence North 33°23'50" East 25.62 feet; thence South 71°16'49" East 73.79 feet; thence South 56°10'23" East 12.19 feet; thence South 48°44'50" East 30.35 feet; thence South 19°22'00" West 41.89 feet; thence along a curve concave to the Southeast with a radius of 650.00 feet, a central angle of 04°04'24" and an arc length of 46.21 feet, the chord of said curve bears South 23°18'34" West 46.20 feet to the True Point of Beginning.

Containing 0.51 acres, more or less.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.
Land Surveying
PO Box 5067
Stateline, NV 89449



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TURNER & ASSOCIATES, INC.

Land Surveying

(702) 588-5658

KJER CENTER - KINGSBURY GRADE
P.O. BOX 5067 - STATELINE, NEVADA 89449

EXHIBIT B

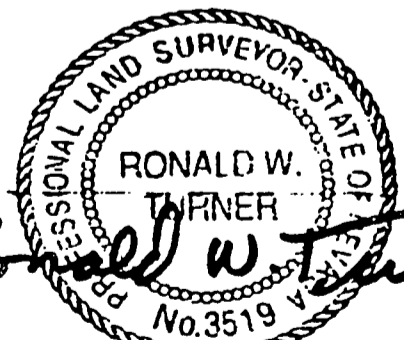
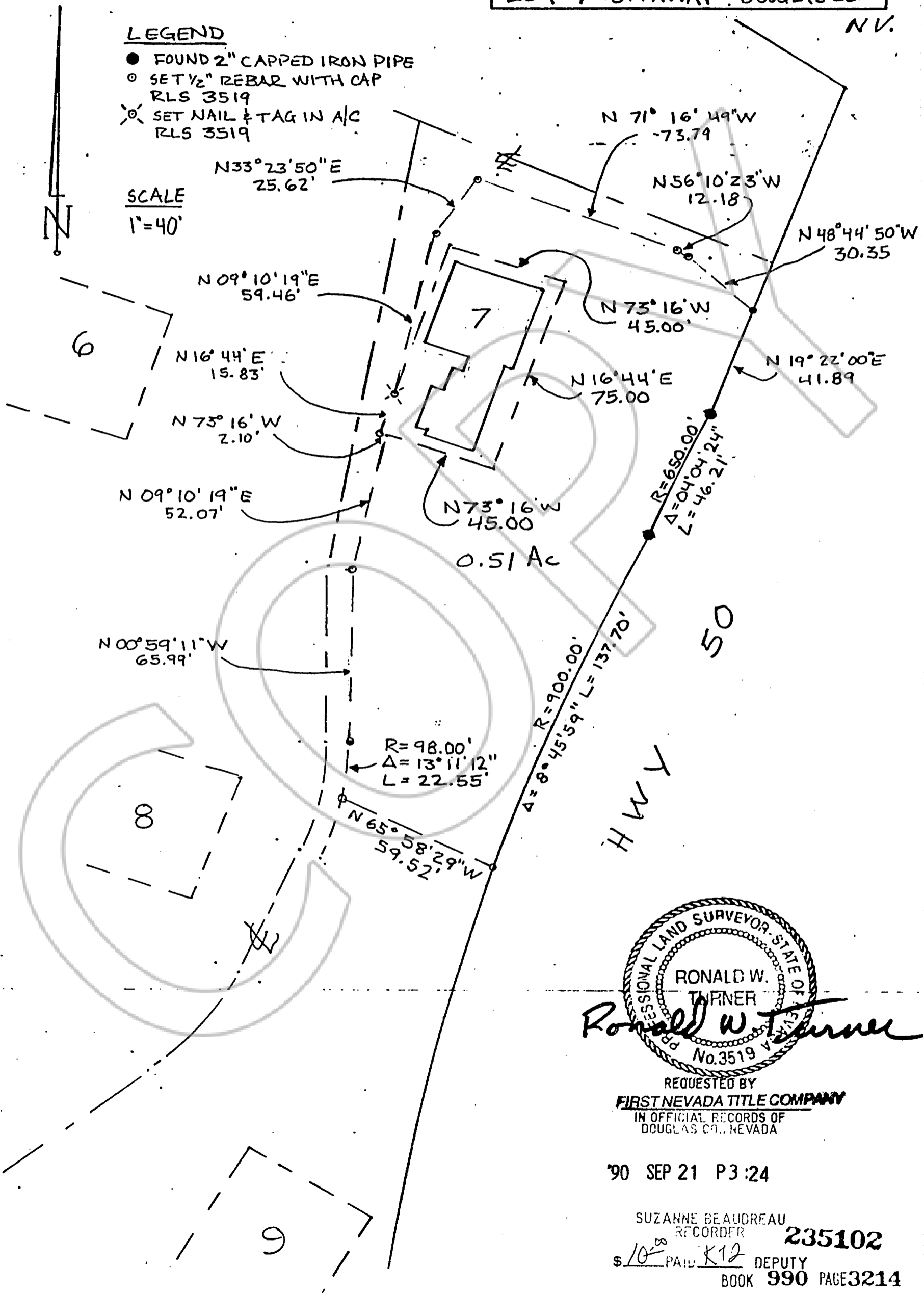
DATE	7 AUG. 90	JOB NO.	90243
PROJECT	EXCLUSIVE EASEMENT		
BY	JWT	PAGE	1 OF 1
LOT 7 UPPAWAY, DOUGLAS CO.			

LEGEND

- FOUND 2" CAPPED IRON PIPE
- SET 1/2" REBAR WITH CAP
RLS 3519
- ⊗ SET NAIL & TAG IN A/C
RLS 3519

SCALE

1" = 40'



Ronald W. Turner

REQUESTED BY
FIRST NEVADA TITLE COMPANY
 IN OFFICIAL RECORDS OF
 DOUGLAS CO., NEVADA

'90 SEP 21 P3:24

SUZANNE BEAUDREAU
 RECORDER
 \$10.00 PAID K12 DEPUTY
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