

Box 26  
Glenbrook, NV  
89412

GRANT OF EASEMENT

THIS AGREEMENT made the 5th day of May, 1992, by and between UPPAWAY ESTATES, INC., a Nevada corporation, hereinafter "Grantor" and Don and Barbara Weckel husband and wife, hereinafter called "Grantees".

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, Document No. 00394, in Book 576, at Page 917; and that part of said UPPAWAY ESTATES SUBDIVISION described in EXHIBIT "A" attached hereto, which is incorporated herein by this reference as though set forth at length herein, is the Servient Tenement, and

WHEREAS, Grantees are the owners of certain real property, more particularly described as Lot 22, 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 rights to an exclusive easement as described 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" the Servient Tenement.
2. The easement granted herein is appurtenant to the Dominant Tenant.
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 and as amended August 2, 1990.
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 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 the 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 parties to this AGREEMENT.

9. 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 written above.

GRANTEES:

Don Weckel  
Don Weckel

Barbara Weckel  
Barbara Weckel

GRANTOR:

UPPAWAY ESTATES, INC.,  
a Nevada Corporation

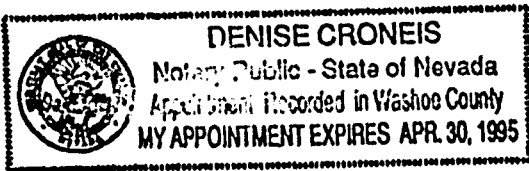
By: William Cahill  
William Cahill

STATE OF NEVADA, }  
COUNTY OF WASHOE, } ss.

On this 17 day of July A.D. 1992 personally appeared before me, a Notary Public,  
William Cahill

who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the  
County of Washoe the day and year in this certificate first above written.



Denise Croneis  
Signature of Notary

283736

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10-24-91  
jn91311

EASEMENT DESCRIPTION

Restricted Common Area for Lot 22

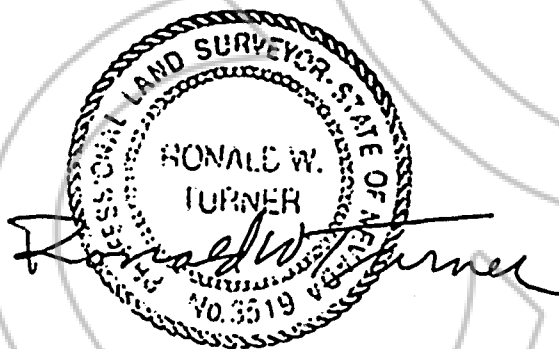
All that Common Area shown on the Second Amended Plat of Uppaway, recorded February 6, 1981, Document No.53353, described as follows:

Beginning at a point which bears South 69 47'43" East 36.72 feet from the most Easterly corner of Lot 22 of Uppaway Subdivision, recorded May 21, 1976, File No.00394; thence South 13 54'50" West 148.91 feet; thence North 69 32'03" West 100.17 feet; thence North 55 01'54" West 54.03 feet; thence North 30 34'57" West 49.40 feet; thence North 19 49'45" West 46.81 feet; thence North 24 48'24" East 58.25 feet; thence North 83 40'06" East 148.59 feet; thence South 61 19'20" East 8.29 feet; thence along a curve concave to the Northeast with a radius of 50 feet, a central angle of 109 06'23" and an arc length of 95.21 feet to the point of Beginning.

Containing 0.74 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



REQUESTED BY  
*[Signature]*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

92 JUL 20 P2:08

SUZANNE BEARDHEAD  
RECORDER

283736

\$ *8.00* PAID *202* DEPUTY BOOK 792 PAGE 3060