

OFFICIAL RECORD
Requested By:
FIRST AMERICAN TITLE

1219-24-002-013 / 1219-24-002-014
RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE RETURN TO:

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 12 Fee: 25.00
BK-0105 PG- 4876 RPTT: 0.00

Paul Marienthal
c/o Miller, Starr & Regalia
1331 N. California Blvd., Fifth Floor
P.O. Box 8177
Walnut Creek, California 94596
2152219-MD



GRANT OF SURFACE WATER ACCESS EASEMENT

THIS GRANT OF SURFACE WATER ACCESS EASEMENT (this "Agreement") is made and entered into effective as of January 12, 2005, by and between SHARON CURRIE and WAYNE CURRIE, Trustees of THE CURRIE FAMILY TRUST ("Grantor"), and PAUL and ELLEN MARIENTHAL, HUSBAND and WIFE as community property ("Grantee").

RECITALS:

This Agreement is entered into with reference to, and in reliance upon, the following facts:

A. Grantor owns that certain real property located in the City of Gardnerville, Nevada, commonly known as Lot 13B and Lot 13A on Green Acre Drive. Grantee is purchasing Lot 13A from Grantor. As used herein the term "Servient Tenement" shall mean and refer to Lot 13B and the term "Dominant Tenement" shall mean and refer to Lot 13A. A legal description of the Servient Tenement is attached hereto as Exhibit "1" and a legal description of the Dominant Tenement is attached hereto as Exhibit "2."

B. As part of the sale of Lot 13A to Grantee, Grantor is also conveying to Grantee various surface water rights to water which flows through various ditches on or near Lot 13A and Lot 13B. One of these ditches is located on Lot 13B (herein the "Lot 13B Ditch") and Grantor has agreed to provide to Grantee an easement over and across a portion of Lot 13B in order to enable Grantee to have access to the surface water flowing in the Lot 13B Ditch.

C. Accordingly, Grantor wishes to grant and Grantee wishes to accept an access easement for Grantee's benefit on, over and across a portion of the Servient Tenement (herein the "Easement Area") which Easement Area is more particularly described on the Easement Map attached hereto as Exhibit "3" and incorporated herein.

NOW, THEREFORE, in consideration of the terms, conditions, and mutual agreements described herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The preceding Recitals, and all defined terms contained therein, are incorporated into this Agreement by this reference, and the parties hereto acknowledge that the matters set forth in the Recitals are true and correct.

2. **GRANT OF SURFACE WATER ACCESS EASEMENT.**

2.1 **Grant of Primary Easement.** Grantor hereby irrevocably grants to Grantee, on the terms set forth in this Agreement, an exclusive easement on, across, over and under that portion of the Servient Tenement shown as the "Easement Area" on Exhibit "3" attached hereto and which is more particularly described in Exhibit "4" attached hereto.

2.2 **Secondary Easement.** The easement granted in this Agreement includes the incidental right to enter upon the Easement Area for the purpose of maintaining, repairing, inspecting, replacing and/or relocating the pipes, hoses or other reasonable means of transporting surface water from the Lot 13B Ditch onto the Dominant Tenement.

2.3 **Purpose of Easements.** The easements granted in this Agreement shall be for the purpose of accessing and transporting water running through the Lot 13B Ditch so that it can be transported to the Dominant Tenement and shall include the operation, use, repair, maintenance, inspection, installation, relocation, and removal of pumps, pipes, hoses and similar items within the Easement Area.

2.4 **Term of Easements.** The easements granted in this Agreement shall exist in perpetuity.

2.5 **Nature of Easements.** The easements granted in this Agreement are: (i) exclusive; (ii) appurtenant to the Dominant Tenement; and (iii) a servitude upon the Servient Tenement. Grantor shall not make any use of the Easement Area or permit any use of the Easement Area that precludes or otherwise interferes with Grantee's use and enjoyment of the easements granted in this Agreement.

3. **PAYMENT OF TAXES.** The payment of all real property taxes, assessments, levies and other impositions levied, charged or assessed against the Easement Area and/or any other part of the Servient Tenement shall be the sole responsibility of Grantor.

4. **AMENDMENT.** This Agreement may be amended and otherwise modified but only by a written agreement which is signed by the respective fee title owners of the Servient Tenement and the Dominant Tenement and recorded in the Official Records of the County of Douglas, State of Nevada. Any purported amendment or other modification which does not comply with the preceding sentence shall be void and of no force or effect.

5. **BINDING EFFECT.** This Agreement shall bind and inure to the benefit of Grantor and Grantee and their respective heirs, estates, devisees, successors and assigns.

6. **COUNTERPARTS.** The parties may execute this Agreement in counterparts, each of which shall be deemed to be an original.



7. **RECORDING.** The parties agree that, after their execution of this Agreement, this Agreement shall be recorded in the Official Records of Douglas County, against the Servient Tenement, such that the terms of this Agreement shall be binding upon the parties hereto and their heirs, successors, and assigns, and such that constructive notice of this Agreement shall be given to the heirs, successors, and assigns of the parties hereto.

8. **ATTORNEYS' FEES.** Should Grantee or Grantor bring a suit or proceeding against the other to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' and experts' fees and costs.

9. **GOVERNING LAW.** This Agreement shall be interpreted pursuant to the laws of the State of Nevada.

10. **NOTICES.** Any notice, demand or request required or permitted hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; or (b) nationally recognized overnight commercial mail service.

Grantor: Wayne and Sharon Currie
636 Green Acre Drive
Gardnerville, NV 89410

Grantee: Paul Marienthal
3636 Boyer Circle
Lafayette, CA 94549

Such addresses may be changed by notice to the other parties given in the same manner as above provided. Any notice, demand or request sent pursuant to subparagraph (a) above shall be deemed received upon such personal service. Any notice, demand, or request sent pursuant to subparagraph (b) above, shall be deemed received on the business day immediately following deposit with the commercial mail service.

11. **CHANGE OF OWNERSHIP: CHANGE OF ADDRESS FOR NOTICE.** Upon the sale or other transfer of the Servient Tenement or the Dominant Tenement or upon the change of address of any party hereto, the new owner or any party hereto may change the address for notices by delivering written notice to each other owner in the manner described in Paragraph 13 above.

12. **FURTHER ACTS.** The parties agree to execute any and all additional documents or instruments which may be requested by the other party and which are reasonably necessary to carry out the terms of this Agreement.

13. **EASEMENTS RUN WITH THE LAND.** The easements granted herein and the respective covenants of Grantor and Grantee made herein shall run with the land which is the Dominant Tenement and the land which is the Servient Tenement, and shall bind or benefit, as the case may be, all parties having or acquiring any interest in any of said lands, and shall be deemed to be equitable servitudes binding on each owner of all or any portion of the Servient Tenement, ipso facto, upon such owner becoming the owner thereof.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below their respective signatures below.

GRANTOR:

THE CURRIE FAMILY TRUST

By: *Wayne Currie* TTB
Wayne Currie, Trustee

By: *Sharon Currie* TTB
Sharon Currie, Trustee

Date: 1-13-05

GRANTEE:

Paul Marienthal

Ellen Marienthal

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below their respective signatures below,

GRANTOR:

THE CURRIE FAMILY TRUST

By: Wayne Currie
Wayne Currie, Trustee

By: Sharon Currie
Sharon Currie, Trustee

Date: 1-13-05

GRANTEE:

Paul Marienthal
Paul Marienthal

Ellen Marienthal
Ellen Marienthal

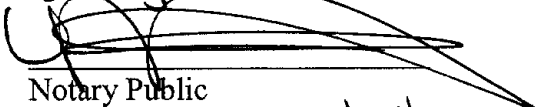
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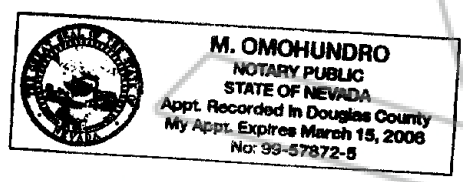


State of Nevada
County of Douglas

This instrument was acknowledged before me, a Notary Public on

1.13.05, 2004 by
Wayne A. Currell & Sharon Wayne Currell


Notary Public
Commission Expires 3/15/06



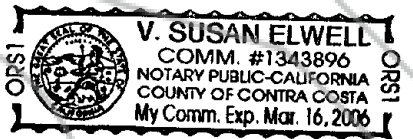
COPY

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On January 13, 2005 before me, V. Susan Elwell, Notary Public, personally appeared Paul Marienthal and Ellen Marienthal, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

V. Susan Elwell
Notary Public



COOPER

LIST OF EXHIBITS

- Exhibit "1" Legal Description of Servient Tenement**
- Exhibit "2" Legal Description of Dominant Tenement**
- Exhibit "3" Easement Map**
- Exhibit "4" Legal Description of Easement Area**

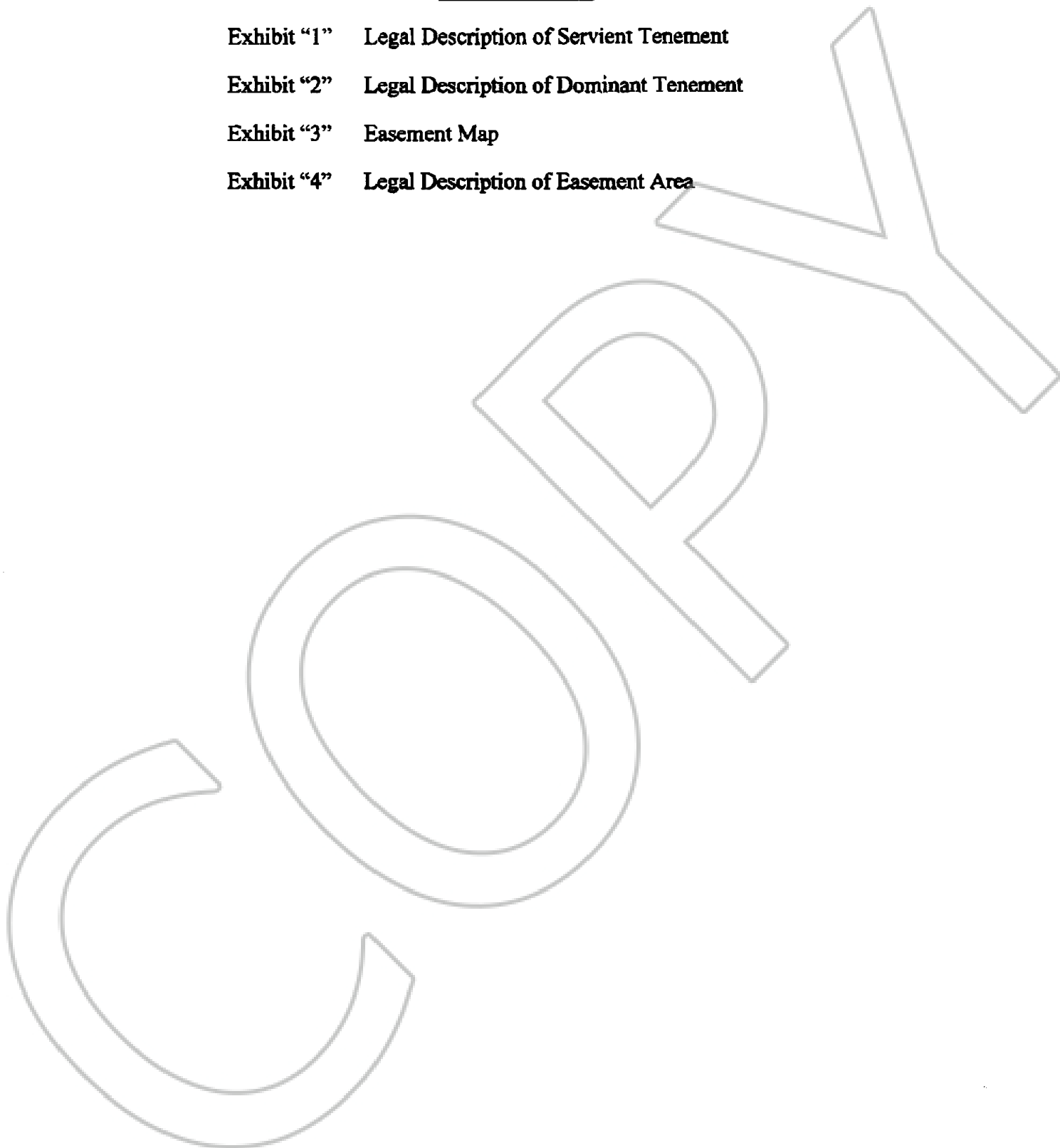


EXHIBIT 1

LEGAL DESCRIPTION OF SERVIENT TENEMENT

Lot 13B as shown on the Parcel Map for Wayne A. Currie Family Trust, in the County of Douglas, State of Nevada, filed in the office of the County Recorder of said county on June 18, 2004 as file no. 616438.

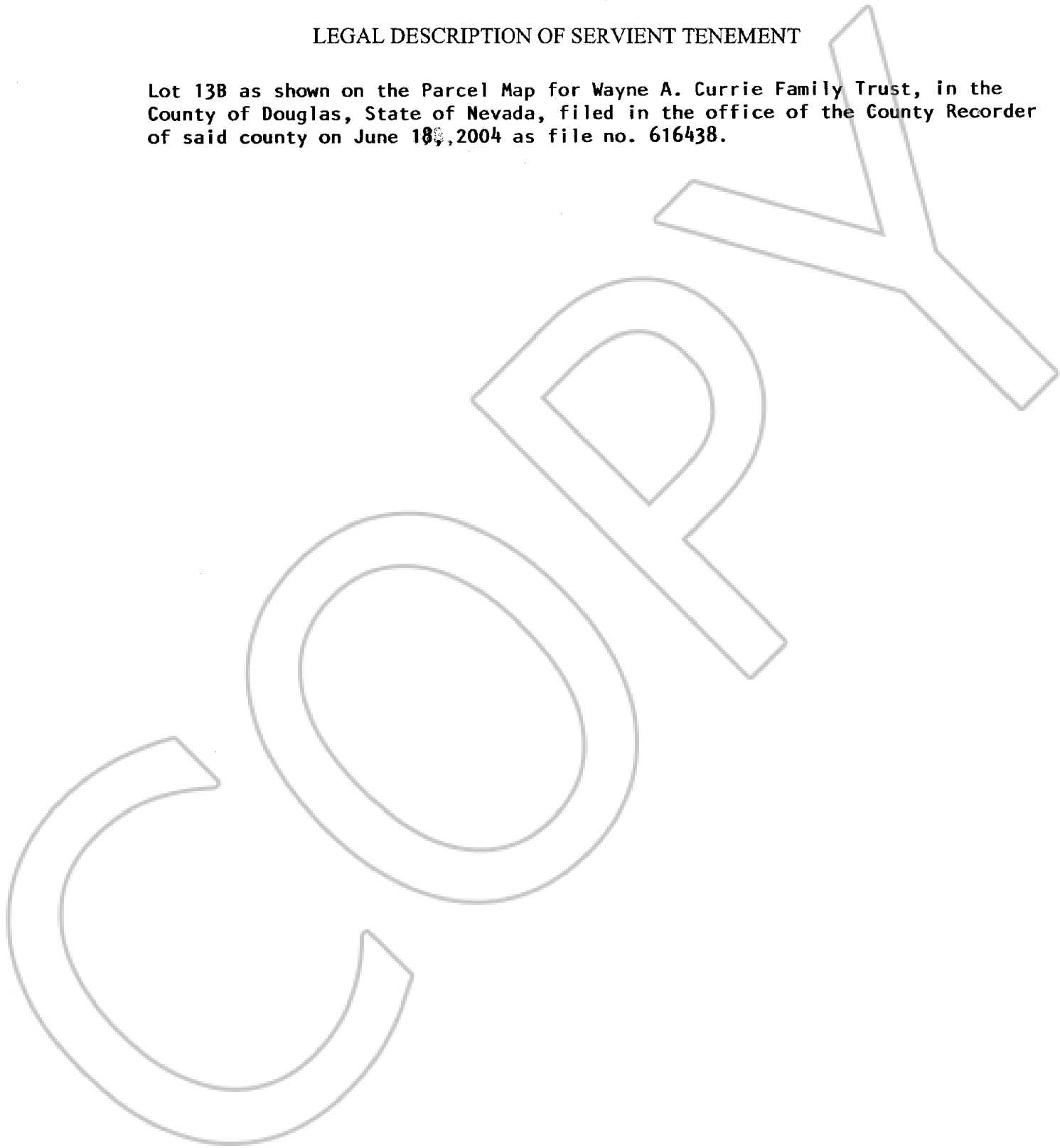


EXHIBIT 2

LEGAL DESCRIPTION OF DOMINANT TENEMENT

**A portion of the Southwest one-quarter of the Southwest one-quarter of Section 24,
Township 12 North, Range 19 East, M.D.M., described as follows:**

**Lot 13A as shown on the Parcel Map for Wayne A. Currie Family Trust, in the County of
Douglas, State of Nevada, filed in the office of the Douglas County Recorder on June 18,
2004, File No. 616438.**

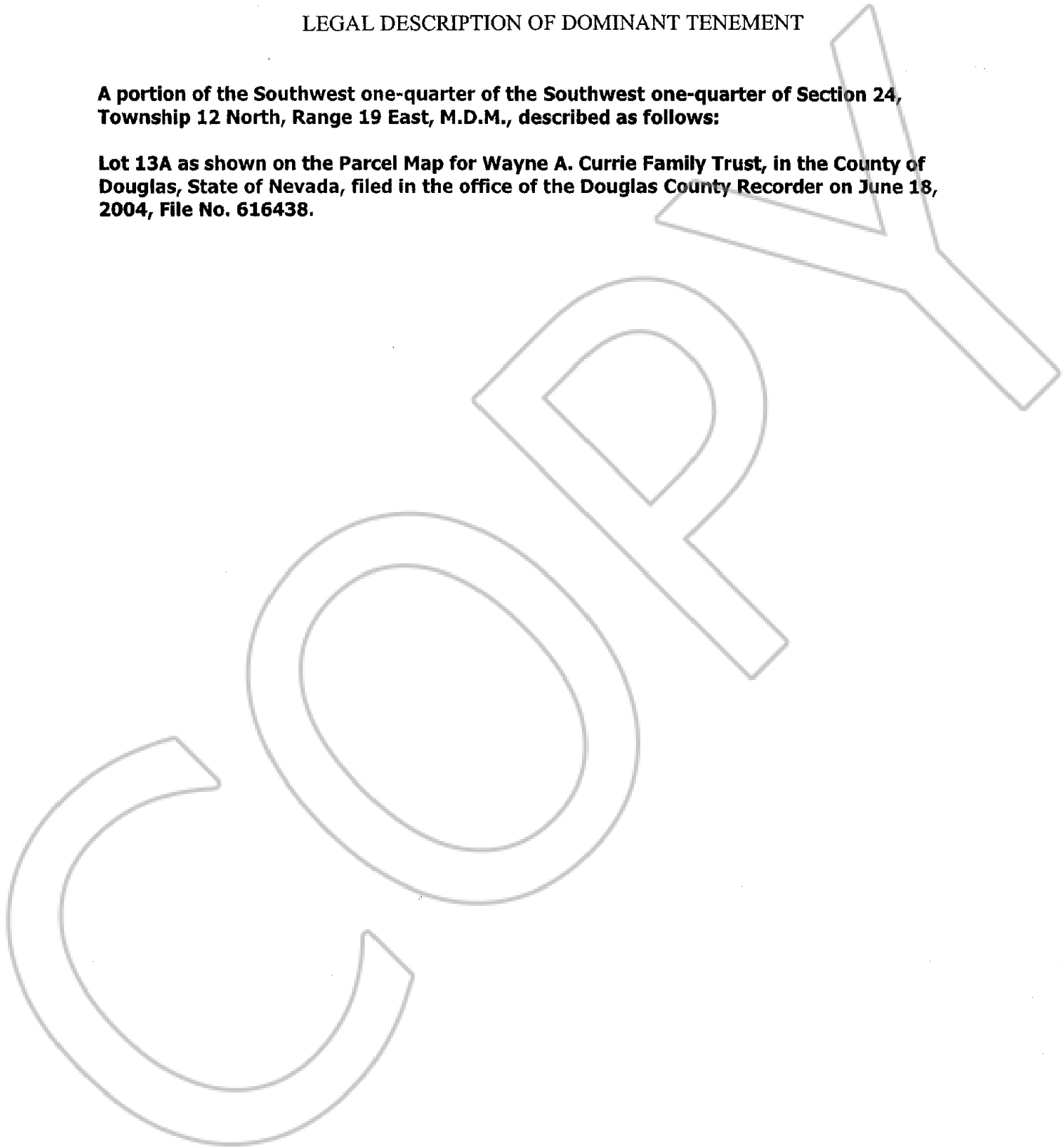
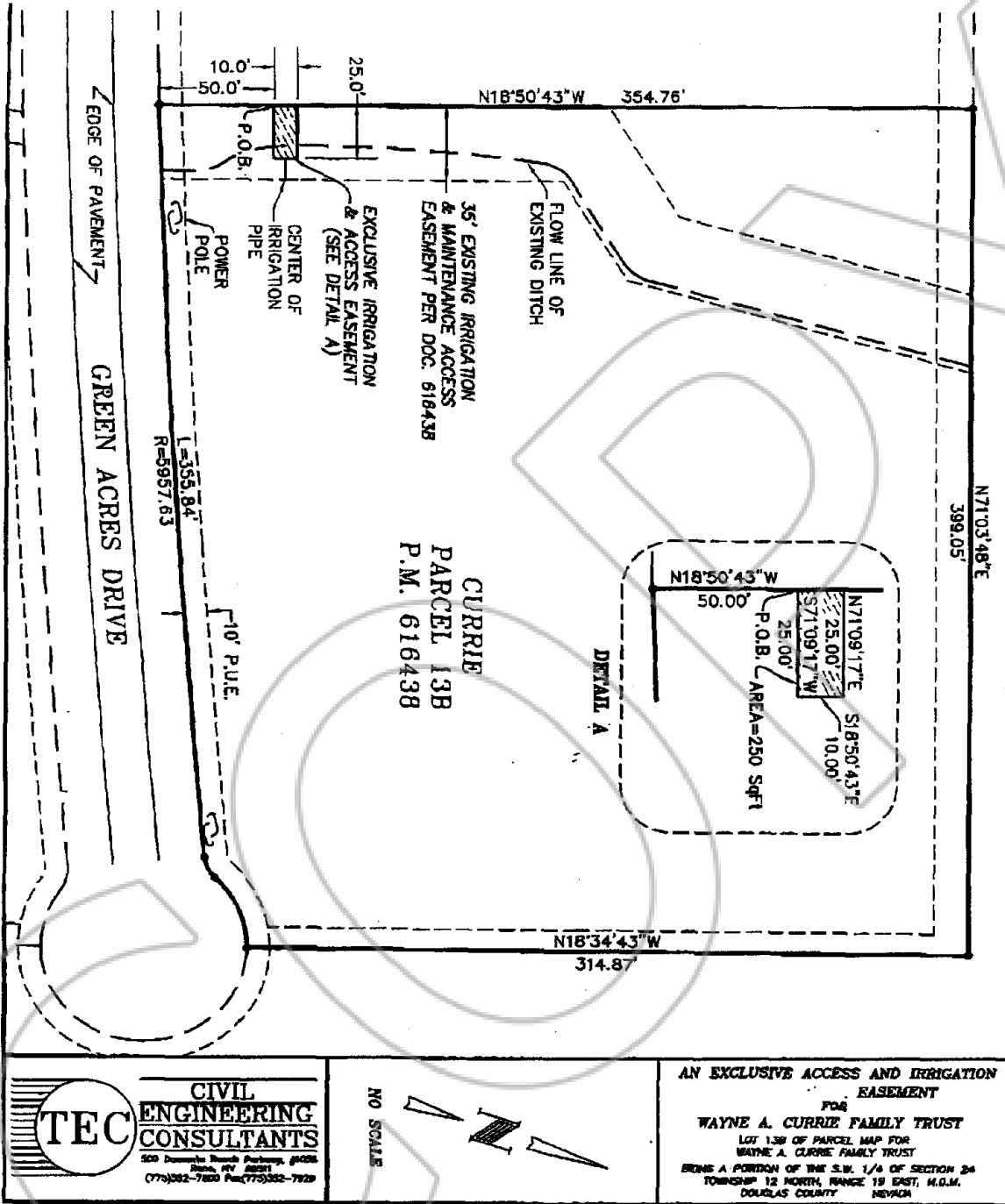


EXHIBIT 3

EASEMENT MAP



PDM\99999\605320.1

-8-

1/7/05



EXHIBIT 4

LEGAL DESCRIPTION OF EASEMENT AREA

AN

**EXCLUSIVE ACCESS AND IRRIGATION EASEMENT
BENEFITING PARCEL 13A OF PARCEL MAP #616438 AS RECORDED
IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA**

All that certain real property situate in the Southwest $\frac{1}{4}$, Section 24, Township 12 North, Range 19 East, M.D.M., located in the County of Douglas, State of Nevada, said property also being a portion of Parcel 13B of Parcel Map No. 616438 recorded in the Official Records of Douglas County, Nevada, and being more particularly described as follows:

Commencing at the Southwesterly Corner of said Parcel 13B, also being a point on the northerly right of way of Green Acres Drive, a Private Road. Thence along the Westerly Property Line of said Parcel 13B, N $18^{\circ}50'43''$ W, 50.00 feet to the **Point of Beginning**:

Thence continuing along said property line N $18^{\circ}50'43''$ W, 10.00 feet:

Thence leaving said Property Line N $71^{\circ}09'17''$ E, 25.00 feet:

Thence S $18^{\circ}50'43''$ E, 10.00 feet:

Thence S $71^{\circ}09'17''$ W, 25.00 feet to a point on the Westerly Property Line of said Parcel 13B also being the **Point of Beginning**, containing 250 Sq. Ft. \pm .

The Basis of Bearing is the Northerly Parcel Line of Parcel 13B as shown on Parcel Map #616438 Recorded in the Official Records of Douglas County, Nevada.

Per N.R.S. 111.312, THE LEGAL DESCRIPTION WAS PREPARED BY:
RICHARD D. KNOWLES, P.L.S
500 DaMONTE RANCH PKWY. #1056
RENO, Nv. 89511

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMODATION ONLY. NO LIABILITY, EXPRESS OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS EFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

FIRST AMERICAN TITLE CO.

