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DOC # 0686321 10/13/2006 09:36 AM Deputy: CE OFFICIAL RECORD Requested By: SUZANNE TOWSE

APN(s):

1. 1220-17-515-009 (Lot 179)

2. 1220-17-515-010 (Lot 180)

3. 1220-17-515-011 (Lot 181)

Recording Requested by and When Recorded, Mail to:

Greg Lynn Construction, LLC c/o William Jac Shaw, Esq. Brooke Shaw Zumpft 1590 Fourth Street, Suite 100 Minden, NV 89423 Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 10 Fee: 23.00
BK-1006 PG- 4534 RPTT: # 3



EASEMENT DEED

Owner (hereinafter referred to as "GRANTOR") owns three (3) parcels of property located in Carson Valley, Douglas County, Nevada, more particularly described in the following Exhibits which are incorporated herein by reference: Exhibit A (Lot 179), Exhibit B (Lot 180), and Exhibit C (Lot 181).

Owner desires and intends to grant easements of ingress and egress over and across a portion of the Exhibit B property for the benefit of Exhibits A and C properties and over and across a portion of the Exhibit C property for the benefit of Exhibits A and B properties.

There are two easement descriptions contained herein: Exhibit D describes that portion of the Exhibit B property that will be the servient tenement for the Exhibit A and C properties; and, Exhibit E describes that portion of the Exhibit C property that will be the servient tenement for the Exhibit A and B properties. The grant of easement and limiting conditions are contained in the following:

WITNESSETH:

That the GRANTORS, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to Grantees, their successors and assigns, a nonexclusive easement for ingress and egress, those easements described in Exhibits D and E for the benefit of those properties described in Exhibits A, B, and C, all attached hereto and incorporated herein by reference.

Purpose of the Easement:

This nonexclusive easement is for the purpose of and contains the following limitations and conditions:

- 1. To provide unobstructed access to the properties described in Exhibits A, B, and C.
- 2. Parking or creating other obstructions to access of or to the GRANTEES' property shall be prohibited.
- 3. To provide drainage from and across and to allow for the installation of public utilities to serve said properties.

Easement Maintenance Obligations:

4. The GRANTEES, and all subsequent successors and assigns of GRANTEES, shall be jointly and severally responsible for any and all maintenance of the easement area as well as any costs, improvements or repairs as may become necessary from time to time. Such decisions shall be made in the opinion of the majority two of the three easement holders, the financial obligation for which shall become a condition of the easements granted herein.

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- 5. The OWNERS of LOT 179, and all successors and assigns of the OWNERS, shall maintain and repair all landscaping within the easement (and shall be solely responsible for the cost thereof) in compliance with applicable codes and generally accepted gardening protocols, including: the prompt removal of weeds, animal feces, slugs, buried rodent dens, litter, and every other organism not specifically intended to be decorative; trimming and pruning of any and all plants, trees, shrubs, flowers, and other kind or type of vegetation; plus, to the extent reasonably practicable, every decorative addition now or hereafter existing on the easement.
- 6. The OWNERS of LOT 179 may, at their own expense, install new plants, lighting, or other decorations, provided the previous, written consent of the OWNERS of LOT 180 is obtained, which consent shall not be unreasonably withheld.
- 7. The conditions and obligations set forth herein are in addition to the easements, and are covenants that run with the land on each of the GRANTEES' lots. Any financial obligation shall become a lien on the property of the GRANTEE(S) failing to pay and may be judicially enforced by the GRANTEE(S) advancing any funds necessary to fulfill the obligations hereunder.

GRANTOR grants the above, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof forever, to have and to hold unto the said GRANTEES and to the successors, heirs, and assigns of GRANTEES forever.

BK- 1006 PG- 4536 0686321 Page: 3 Of 10 10/13/2006 IN WITNESS WHEREOF said GRANTORS have hereunto signed on the date and year above written.

GREGORY C. LYNN, as trustee of the 1995 GREGORY C. LYNN and SUZANNE TOWSE TRUST AGREEMENT, dated 16 May 1995

SUZANNE TOWSE, as trustee of the 1995 GREGORY C. LYNN and SUZANNE TOWSE TRUST AGREEMENT, dated 16 May 1995

STATE OF NEVADA)
COUNTY OF DOUGLAS) ss:
On <u>OC+. 13</u> 2006 before me personally appeared GREGORY C. LYNN, personally known to me, or proven 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 his authorized capacity, and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal.
Janny L. Swarts Notary Public
STATE OF NEVADA) Hotely Public, State of Neverte Appointment No. 05-101783-6
COUNTY OF DOUGLAS) ss: My Appt. Expires Nov 29, 2005
On Oct 13 2006 before me personally appeared SUZANNE TOWSE, personally known to me, or proven 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 her authorized capacity, and that by her signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

F: Util'GENERAL CLIENTS/Lynn, GregiPleasantview West Easement/Easement Deed (Revised) 9-7-06 doc

TAMENY L. SWALS
Phology Public, State of Norade
1869 Appointment No. 05-101783-5
My Appl. Expires Nov 29, 2009

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EXHIBIT A

(Legal Description for Lot 179 to be provided by Greg Lynn Construction)

The land referred to herein is situated in the State of Nevada, County of Douglas described as follows:

Lot 179, in Block A, as shown on the final map of PLEASANTVIEW SUBDIVISION PHASE 9, Final Map #LDA 00-027, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on September 17, 2001, in Book 901, Page 3761, as Document No. 522892, and by Certificate of Amendment recorded February 12, 2002 in Book 0202, Page 4226 as Document No. 0534615, Official Records of Douglas County, Nevada.

Assessors Parcel No. 1220-17-515-009

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EXHIBIT B

(Legal Description for Lot 180)

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

Lot 180, in Block A, as shown on the final map of PLEASANTVIEW SUBDIVISION PHASE 9, Final Map #LDA 00-027, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on September 17, 2001, in Book 901, Page 3761, as Document No. 522892, and by Certificate of Amendment recorded February 12, 2002 in Book 0202, Page 4226 as Document No. 0534615, Official Records of Douglas County, Nevada.

Assessors Parcel No. 1220-17-515-010



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EXHIBIT C

(Legal Description for Lot 181)

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

Lot 181, in Block A, as shown on the final map of PLEASANTVIEW SUBDIVISION PHASE 9, Final Map #LDA 00-027, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on September 17, 2001, in Book 901, Page 3761, as Document No. 522892, and by Certificate of Amendment recorded February 12, 2002 in Book 0202, Page 4226 as Document No. 0534615, Official Records of Douglas County, Nevada.

Assessors Parcel No. 1220-17-515-011



EXHIBIT D

(That portion of Lot 180 that is being deeded to Lots 179 and 181)

A 20 foot wide strip of land located within a portion of Lot 180 Pleasantview Subdivision, Phase 9, within a portion of Section 17, Township 12 North, Range 20 East, MDM, Douglas County, Nevada and being more particularly described as follows:

BEGINNING at a point being the most Northeasterly comer of said Lot 180 which bears S. 35° 59' 42' W., 1,142.25 feet from the Northeast comer of said Section 17, said point also being on the right-of-way of Old Nevada Way;

thence S. 14° 10′ 54′ W., 49.00 feet along the line between Lots 179 and 180 of said subdivision:

thence 20.58 feet along the arc of a curve to the right having a central angle of 13° 24' 42" and a radius of 87.92 feet, (chord bears N. 88° 55' 30" W., 20.53 feet), to a point on the line between Lots 180 and 181:

thence N. 14° 10' 54" E., 43.46 feet along said line between Lots 180 and 181 to the common corner thereof on Old Nevada Way;

thence 22.69 feet along a the arc of a curve to the left along the right-of-way line of Old Nevada Way having a central angle of 28° 53' 23" and a radius of 45.00 feet, (chord bears N. 77° 09' 20" E., 22.45 feet), to the POINT OF BEGINNING.

Containing 911 square feet.

Basis of Bearing;

The centerline of Old Nevada Way as shown on the Final Map for Pleasantview Subdivision, Phase 9, Document No. 522892 of the Douglas County Recorder's Office. (N. 12° 50' 05" E.)

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EXHIBIT E

(That portion of Lot 181 that is being deeded to Lots 179 and 180)

A 20 foot wide strip of land located within a portion of Lot 181 Pleasantview Subdivision, Phase 9, within a portion of Section 17, Township 12 North, Range 20 East, MDM, Douglas County, Nevada and being more particularly described as follows:

BEGINNING at a point being the most Northerly common corner between Lots 180 and 181 of said Subdivision which bears S. 36° 43' 31' W., 1,159.25 feet from the Northeast corner of said Section 17, said point also being on the right-of-way of Old Nevada Way;

thence S. 14° 10' 54' W., 43.46 feet along the line between said Lots 180 and 181; thence 20.04 feet along the arc of a curve to the right having a central angle of 13° 03' 41" and a radius of 87.92 feet, (chord bears N. 75° 41' 19" W., 20.00 feet), to a point on the line between Lots 181 and 182;

thence N. 14° 10' 54" E, 43.50 feet along said line between Lots 181 and 182 to the common corner thereof on Old Nevada Way:

thence 20.17 feet along a curve to the left along the right-of-way line of Old Nevada Way having a central angle of 25° 40' 45" a radius of 45.00 feet, (chord bears N. 75° 33' 37" E., 20.00 feet), to the POINT OF BEGINNING.

Containing 862 square feet.

Basis of Bearing

The centerline of Old Nevada Way as shown on the Final Map for Pleasantview Subdivision, Phase 9, Document No. 522892 of the Douglas County Recorder's Office. (N. 12° 50' 05" E.)

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