

AFTER RECORDING MAIL TO:

✓ Martin and Robin Thompson  
c/o Basin Strategies  
P.O. Box 11945  
Zephyr Cove, NV 89448

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 6 Fee: 19.00  
BK-1206 PG- 2869 RPTT: 0.00



Grant of Easement

**THIS AGREEMENT** is made this 10 day of OCTOBER, 2006, by and between **UPPAWAY ESTATES, INC.**, a Nevada corporation, hereinafter called "Grantor", and Martin D. and Robin L. Thompson, 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 Document No. 05367 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 38, 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 Document No. 05367, the Servient Tenement.
2. The easement granted herein is appurtenant to the Dominant Tenement.
3. Grantee shall be entitled to use of the Servient Tenement exclusively for purposes of installing, maintaining, repairing, refilling, utilization of, and potential replacement of a propane tank to be placed underground in said easement.
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 décor 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.



November 28, 2006

DESCRIPTION  
Easement for Propane Tank  
Lot 38, Uppaway Subdivision

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

All that portion of the Common Area of Uppaway Subdivision 7<sup>th</sup> Amended filed for record on November 29, 1982, as Document No. 73522, more particularly described as follows:

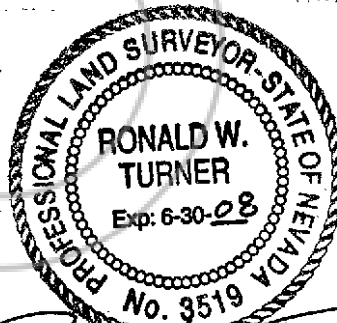
BEGINNING at the Northwest corner of Lot 38 of said Uppaway Subdivision, 7<sup>th</sup> Amended;

Thence North 21°32'00" East, 10.00 feet;  
Thence North 68°28'00" West, 10.00 feet;  
Thence South 21°32'00" West, 15.00 feet;  
Thence South 68°28'00" East, 10.00 feet;  
Thence North 21°32'00" East, 5.00 feet; to THE POINT OF BEGINNING.

The Basis of Bearing for this description is the above referenced 7<sup>th</sup> Amended Map of Uppaway Subdivision.

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

Prepared by: Turner & Associates, Inc.  
P.O. Box 5067  
Stateline, NV 89449



*Ronald W. Turner*



**TURNER & ASSOCIATES, INC.**

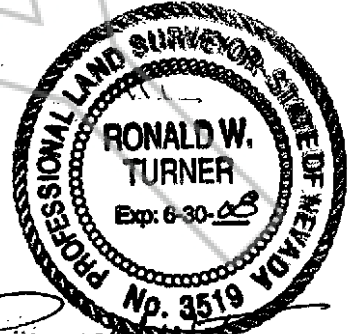
LAND SURVEYING

308 DORLA CT, STE 203 • ROUND HILL  
P.O. BOX 5067 • STATELINE, NV 89449  
(775) 588-5658

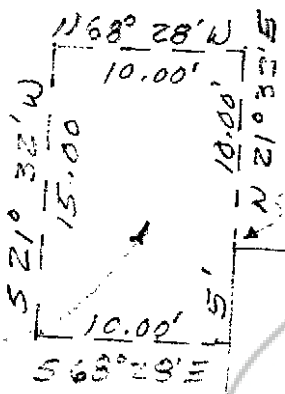
DATE	11/06	JOB NO.	05367
PROJECT	Easement		
BY	RWT	PAGE	1 OF 1
LOT 38, 7th Amended UPPWAY			
API 1418-15-511-001			

1"=10'

SOUTH POINT PLACE



*Ronald W. Turner*



P.O.B.

N 68° 28' W

50.00'

Exclusive Use easement for underground propane tank

COMMON AREA

N 21° 32' E

50.00'

LOT 38

50.00'

N 21° 32' E

N 68° 28' W

50.00'

GRANTEE:

*[Signature]*  
\_\_\_\_\_  
MARTIN D. THOMPSON  
*[Signature]*  
\_\_\_\_\_  
ROBIN L. THOMPSON

GRANTOR:

UPPAWAY ESTATES, INC.  
A Nevada Corporation

By *[Signature]*  
\_\_\_\_\_

STATE OF NJ )  
County of MORRIS ) ss.

On the 11<sup>th</sup> day of OCTOBER, 2006, before me, the undersigned, a Notary Public in and for said State and County, personally appeared MARTIN D. THOMPSON Robin L. Thompson and \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

*[Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC

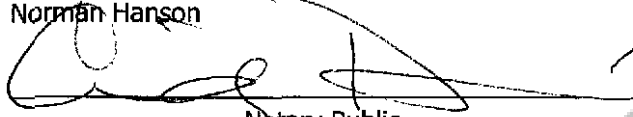
SEAL

Caroline Borthwick  
My Commission Expires  
05 16 2007



STATE OF **NEVADA** )  
 )  
 ) :SS.  
 )  
COUNTY OF **DOUGLAS** )

This instrument was acknowledged before me on  
December 6, 2006 by  
Norman Hanson

  
Notary Public  
(My commission expires: November 11, 2010 )



**COPY**