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APNs: 1418-15-701-006 1418-15-701-007 1418-15-701-008 1418-15-701-010

1418-15-701-009

RECORDING REQUESTED BY JOAN C. WRIGHT, ESQ.

WHEN RECORDED MAIL TO

JOAN C. WRIGHT, ESQ. ALLISON, MacKENZIE, PAVLAKIS, WRIGHT & FAGAN, LTD. 402 North Division Street P.O. Box 646 Carson City, NV 89702

The party executing this document hereby affirms that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.030

☐ The party executing this document hereby affirms that this document submitted for recording does contain the social security number of a person or persons as required by NRS 239B.030(2).

Signature

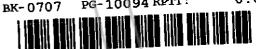
TITLE OF DOCUMENT

GRANT OF EASEMENT

DOC # 0706361 07/27/2007 10:55 AM Deputy: DI OFFICIAL RECORD Requested By: ALLING & JILLSON LTD

> Douglas County - NV Werner Christen - Recorder

Page: 1 Of 10 Fee: BK-0707 PG-10094 RPTT: 48.00 0.00



APNs: 1418-15-701-006; 1418-15-701-007; 1418-15-701-008; 1418-15-701-010; and, 1418-15-701-009

When Recorded, Mail to the Grantees as follows: JOAN C. WRIGHT, ESO. Allison, MacKenzie, et al. Post Office Box 646 Carson City, NV 89702

The party executing this document hereby affirms that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.030

#### **GRANT OF EASEMENT**

THIS INDENTURE is made effective as of this 23 day of \_\_ 2007, by TAHOE ESTATES, LLC, a Delaware limited liability company (hereinaster referred to as "GRANTOR") for the benefit of MARK R. SWEETLAND, RUTH S. REED (formerly known as Ruth Sweetland), ERNEST JOHN SWEETLAND (also known as Ernest John Sweetland III), and PETER SWEETLAND, individually, and MARK R. SWEETLAND and RUTH S. REED, as Co-Trustees of the JACK SWEETLAND TESTAMENTARY TRUST, as their interests may appear (hereinafter referred to collectively as "GRANTEES");

### WITNESSETH:

WHEREAS, GRANTEES Mark R. Sweetland and Ruth S. Reed filed a Third Party Complaint on March 15, 2004 in the Ninth Judicial District Court of the State of Nevada, Case No. 02-CV-0080, asserting against GRANTOR'S predecessor-in-title Sweetland Realty Company ("SRC") easement rights for an access road providing ingress and egress to the property described in Exhibit "B" over and across a portion of GRANTOR'S Exhibit "A" property, which rights had been in existence since 1954, and which access road as configured since 1968 is more particularly described in Exhibit "C" and shown on Exhibit "D," and which Exhibits "A," "B," "C" and "D" are attached hereto and incorporated herein by this reference.

WHEREAS, SRC admitted the existence of the asserted easement rights for that access road in its May 26, 2004 Answer to the above-referenced Third Party Complaint.

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WHEREAS, consistent with the above-described assertion and admission, SRC and GRANTEES Mark R. Sweetland and Ruth S. Reed entered a stipulation in Case No. 02-CV-0080 providing for recordation of a document confirming the easement rights for such access road.

WHEREAS, GRANTOR acquired title to the property described on Exhibit A from SRC by deed recorded on October 13, 2006, and on that date the property was subject to a Lis Pendens disclosing the pendency of Case No. 02-CV-0080 that had been recorded by GRANTEES Mark R. Sweetland and Ruth S. Reed on March 19, 2004 in Book 304 at Page 9756 as Instrument No. 607757 of Douglas County Official Records (the "Lis Pendens").

WHEREAS, GRANTOR, as successor-in-title to SRC, and the GRANTEES now desire to record the easement document contemplated by the stipulation entered in Case No. 02-CV-0080 and provide for release of the Lis Pendens.

NOW, THEREFORE, in consideration of the above-referenced recitals, release of the Lis Pendens, and for other good an valuable consideration, the receipt of which is hereby acknowledged, GRANTOR agrees as follows:

- GRANTOR hereby grants, bargains and conveys unto the GRANTEES, 1. and to their respective heirs, successors and assigns, a non-exclusive easement twelve (12) feet wide, being six (6) feet on either side of the centerline described in Exhibit "C" (the "Easement Area") for an access road for ingress and egress to GRANTEES' property more particularly described in Exhibit "B:" provided that the width of the Easement Area in the northerly twenty (20) feet of GRANTOR's Exhibit A property shall be increased to include all of the "Joint Access Area" shown by cross-hatching on page 3 of Exhibit "D." The Easement Area is more particularly described in Exhibit "C" and is shown in Exhibit "D."
- The Easement Area may be relocated upon mutual consent of the GRANTOR and the GRANTEES in a writing recorded with the Douglas County Recorder, provided that any such consent may be granted or withheld in each party's sole and unfettered discretion.
- GRANTOR, at its sole cost and expense, shall maintain the Joint Access 3. Area, and may elect from time-to-time to improve the Joint Access Area and to maintain or improve other portions of the Easement Area; provided that the GRANTEES shall pay an equitable share of any reasonable maintenance costs incurred as a result of any excessive or unreasonable wear and tear or casualty damage arising from use of the Easement Area by the owners of the Exhibit "B" property or by any employee, agent, contractor, tenant or invitee of any such owner.
  - The GRANTEES, at their sole cost and expense, shall maintain all 4.

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portions of the Easement Area, other than the Joint Access Area; provided that the GRANTOR shall pay an equitable share of any reasonable maintenance costs incurred as a result of any excessive or unreasonable wear and tear or casualty damage arising from any use of the Easement Area made by the owners of the Exhibit "A" property or by any employee, agent, contractor, tenant or invitee of any such owner. GRANTEES may resurface the driveway in all portions of the Easement Area other than the Joint Access Area (e.g., by paving with asphalt, concrete or pavers) to minimum construction standards imposed by the Tahoe Regional Planning Agency and Douglas County Building Codes. At least 90 days before commencing any such improvements, GRANTEES shall deliver to GRANTOR written improvement plans, a copy of this Grant of Easement, and a request that GRANTOR provide a list of any requested modifications to the plans within 45 days after the date of delivery. If GRANTOR timely submits a list of requested modifications, then GRANTEES' improvements shall be constructed in accordance with those requested modifications; provided that, if the requested modifications result in an increase in construction costs, such increased costs shall be paid by GRANTOR

TO HAVE AND TO HOLD said easements unto the GRANTEES and unto their heirs, successors and assigns forever,

IN WITNESS WHEREOF, said GRANTOR has executed this instrument effective as of the day and year first above written.

"GRANTOR"

TAHOE ESTATES, LLC

Paul Marinelli, Vice President

STATE OF California

COUNTY OF Confr

2007, before me, Kather Lulmart a Notary Public, personally appeared PAUL MARINELLI, personally known to me (or proved 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 the entity upon behalf of which the person acted, executed the instrument.

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## EXHIBIT "A"

# TAHOE ESTATES, LLC

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

as follows:

Lot C Parcel 1, and Lot D Parcel 1, and the North 1/2 of Lot B, as shown on the Map of Survey for Nellie R. Sweetland filed for record on December 6, 1955, Document No. 11104.

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# EXHIBIT "B"

### JACK SWEETLAND PROPERTY

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

as follows:

Lot A and the South 1/2 of Lot B, as shown on the Map of Survey for Nellie R. Sweetland filed for record on December 6, 1955, Document No. 11104.

APNs: 1418-15-701-010; 1418-15-701-009



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### EXHIBIT "C"

#### 12' Driveway Easement

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

Lot C Parcel 1, and Lot D Parcel 1, and the North 1/2 of Lot B, as shown on the Map of Survey for Nellie R. Sweetland filed for record on December 6, 1955, Document No. 11104, more particularly described as follows:

Beginning at a point on the North line of said Lot D Parcel 1 which bears North 89°38′50"West 36.00 feet from the Northeast corner of said Lot D, said point being on the centerline of this easement description;

thence along the centerline South 25°00'00" East 33.00 feet; thence South 10°30'00" East 24.00 feet; thence South 02°30'00" West 36.00 feet; thence South 19°00'00" West 35.00 feet; thence South 25°30'00" West 130.00 feet; thence South 35°30'00" West 9.85 feet to a point on the Southerly line of the North ½ of said Lot B.

The side lines of this easement are to be lengthened or shortened to meet the grantors property lines.

The Basis of Bearing for this description is the above referenced Map of Survey.

и 89°38/50° W POINT OF BEGINNING CENTERLINE 12 DRIVEWAY EASEMENT 89'38|50" W N ØT 9.85 35'30'00"/ E N 89.38.20 W TURNER & ASSOC., INC. 775-588-5658 EXHIBIT D - 1 -6 3
12 DRIVEWAY EASEMENT JOB NO. 99018-EXHIBITS

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