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OFFICIAL RECORD  
Requested By:  
ALLING & JILLSON

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

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Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 5 Fee: 18.00  
BK-0609 PG- 5019 RPTT: 0.00



**AGREEMENT ESTABLISHING INGRESS AND EGRESS RIGHTS  
AND OTHER COVENANTS**

This Agreement ("Agreement") made at Zephyr Cove, County of Douglas, State of Nevada this 15<sup>th</sup> day of June, 2009 by and between the parties whose names and signatures appear at the end of this Agreement is made with reference to the following statement of facts:

- A. The real property which is the subject of this Agreement is located in Douglas County, Nevada and legally described as:
  - 1. Lot 42, of Glenbrook Unit 3-B of Glenbrook, Douglas County, Nevada otherwise known as APN# 1418-03-811-019 (herein "Boyd Parcel");
  - 2. Lot 41, of Glenbrook Unit 3-B of Glenbrook, Nevada, Douglas County, Nevada otherwise known as APN# 1418-03-811-020 (herein "Drazan Parcel")
- B. The parties signatory hereto are the owners in fee of the respective Parcels above described.

NOW, THEREFORE, the parties signatory hereto agree as follows:

**1. Grants and Covenants**

- a. The owner of the Boyd Parcel hereby grants and conveys to the owners of the Drazan Parcel and their assigns, respectively, as appurtenant to said Drazan Parcel, a non-exclusive easement and right-of-way for the purpose of ingress and egress of vehicular and pedestrian traffic, snow removal and maintenance of the asphalt driveway thereon on that portion of the Boyd Parcel containing approximately 517 square feet of land coverage as described in Exhibit A attached hereto.

- b. Nothing herein shall be interpreted to transfer or otherwise change any coverage allowances under the Tahoe Regional Planning Agency or other governmental regulations and ordinances (herein "governmental regulations") attributable to each parcel prior to the granting of the easement herein described.
  - c. The 517 square feet of coverage associated with the easement is assigned exclusively to the subject easement and may not be transferred or relocated without the owner of the Boyd's Parcel's express prior written consent.
2. This easement is for the benefit of and is appurtenant to the Drazan Parcel and burdens the Boyd Parcel and shall run with the land. The covenants and agreements herein contained shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors in interest.
  3. The parties hereto agree to jointly share maintenance costs associated with the access easement.
  4. The parties at, prior to, and after the recording of this instrument shall execute and deliver such other instruments and perform such other acts and things as may be necessary or proper to effect complete performance of the terms and provisions of this agreement.
  5. This Agreement may be executed in several counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.
  6. Any controversy or claim arising out of, or relating to, this Agreement or the making, performance, or interpretation of it, will be settled by arbitration in Douglas County, Nevada under the commercial arbitration rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Notwithstanding the foregoing, the parties shall be entitled to conduct discovery in said proceeding including depositions, interrogatories, inspections, document productions and requests for admissions.

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Grantee

Jeffrey Drazan

~~CALIFORNIA~~  
STATE OF NEVADA ~~ss.~~  
~~COUNTY OF DOUGLAS~~ ~~ss.~~  
San Mateo

Subscribed and sworn to (or affirmed) before me this 4 day of June, 2009,  
by JEFFREY DRAZAN.

\_\_\_ who is personally known to me.

whose identity I proved on the basis of CALIFORNIA DEIRAN CLANCE.

\_\_\_ whose identity I proved on the oath/affirmation of \_\_\_\_\_, a credible witness.

John Minjiras  
Notary Public



**EXHIBIT A**

**LEGAL DECIPTION**

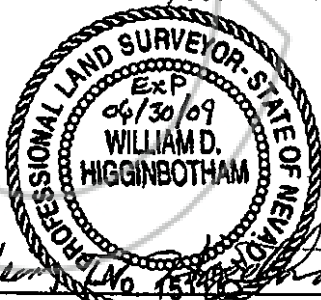
**ACCESS EASEMENT  
FOR INGRESS AND EGRESS**

That portion of the South 1/2 of the Southeast 1/4 of section 3, Township 14 North, Range 18 East, M.D.B. & M. in the COUNTY OF DOUGLAS, State of Nevada, being more particularly described as follows:

Commencing at the Southeasterly corner of LOT 42 as said lot is shown on the OFFICIAL PLAT OF GLENBROOK, UNIT NO. 3-B recorded as Document No. 45299 in the Official Records of said DOUGLAS COUNTY; thence Northwesterly along the Northeasterly line said LOT 42, said line is also the Southwesterly Right-Of-Way line of Tobey Lane, N.55° 00' 00" W., 13.50 feet to the POINT OF BEGINNING; thence continuing along Northeasterly line of said LOT 42, N. 55° 00' 00" W., 11.70 feet to a point, said point being the beginning of a curve concave to the East and having a radius of 65.00 feet, a radial line through said point bears N. 50° 35' 29" W.; thence Southeasterly along said curve through a central angle of 36° 10' 09" an arc distance of 41.03 feet to the end of said curve; thence S. 25° 44' 21" W., 10.46 feet to a point on the Southeasterly line of said LOT 42; thence Northeasterly along said Southeasterly line, N. 50° 45' 29" E., 30.89 feet to a point from which the Southeasterly corner of said LOT 42 bears N. 50° 45' 29" E., a distance of 20.57 feet. Said point being the beginning of a curve concave to the Northeast and having a radius of 36.37 feet, a radial line through said point bears S. 75° 19' 07" W.; thence Northwesterly along said curve through a central angle of 19° 20' 52" an arc distance of 12.28 feet to a point on a NON TANGENT curve concave to the Southeast and having a radius of 20.81 feet, a radial line through said point bears N. 69° 49' 29" W.; thence Northeasterly along said curve through a central angle of 29° 03' 13" an arc distance of 10.55 feet to the POINT OF BEGINNING.

Said Easement contains 517 sq. ft. (0.012 acres) more or less

Per NRS 111.312, this legal description was prepared by WDH Land Surveying, whose mailing address is PO Box 14237, South Lake Tahoe, California, 95151



By: William D. Higginbotham  
William D. Higginbotham, PLS 15172

Date: 04/02/09