

DOC # 810398
10/05/2012 03:17PM Deputy: SG

OFFICIAL RECORD

Requested By:

Western Title Company
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: \$18.00
BK-1012 PG-1753 RPTT: 0.00



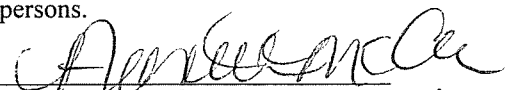
APN: 1220-17-101-017

RECORDING REQUESTED BY AND AFTER
RECORDING RETURN TO:

Western Title Company
1513 Highway 395, Suite 101
Gardnerville NV 89410

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned hereby affirms that this document does not contain the social security number of any person or persons.


Annette McClean, Escrow Assistant

GRANT OF ACCESS EASEMENT

This Access Easement is made on this 4th day of October, 2012, by and between **PHILIP D. SULLIVAN and GLADYS SULLIVAN**, Husband and Wife, ("Grantor") and **ANTHONY S. KERN**, Trustee of the Kern ("Grantee").
Living Trust, Dated November 10, 2005

RECITALS

WHEREAS, Grantor is the owner of that property commonly known as Douglas County Assessor's Parcel Number 1220-17-101-018 and desires to grant to Grantee access from Grantee's parcel to Edna Drive; and

WHEREAS, Grantee is the owner of that property commonly known as Douglas County Assessor's Parcel Number 1220-17-101-017 and desires the access to be provided by Grantor as a result of this grant of easement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants to Grantee the following easement for access located and



more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference consisting of approximately 681.4 square feet.

1. The easement granted herein includes the right to ingress and egress over the real property described more fully in the legal description attached hereto as Exhibit A.

2. The easement granted herein is appurtenant to the real property as described in Exhibit A.

3. The easement granted herein is perpetual, non-exclusive, and runs with the land.

4. The easement granted herein is subject to the following restrictions:

(a) The easement shall be used in a manner which does not constitute a nuisance to the property of Grantor or any other adjacent property owner;

5. 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 or parties to be charged.

6. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

7. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, and shall run with the lands affected hereby.



GRANTOR
Philip D. Sullivan

PHILIP D. SULLIVAN

Gladys Sullivan

GLADYS SULLIVAN

GRANTEE

Anthony S. Kern

ANTHONY S. KERN

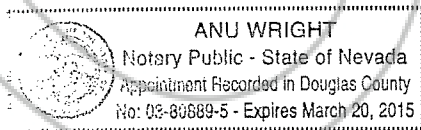
STATE OF NEVADA)
 :
COUNTY OF DOUGLAS)

On the 4th day of OCTOBER, 2012 before me, a Notary Public in and for said County and State, personally appeared **PHILIP D. SULLIVAN**, personally known to me (or proved 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.

WITNESS my hand and official seal.

Anu Wright

NOTARY PUBLIC

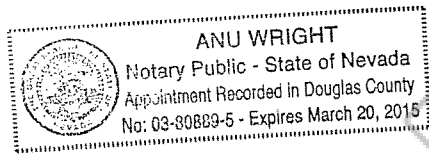


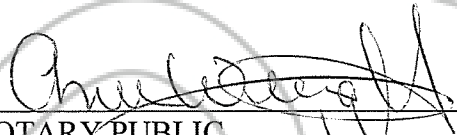


STATE OF NEVADA)
 :
COUNTY OF DOUGLAS)

On the 4th day of October, 2012 before me, a Notary Public in and for said County and State, personally appeared **GLADYS SULLIVAN**, personally known to me (or proved 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.

WITNESS my hand and official seal.



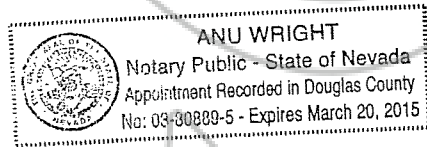


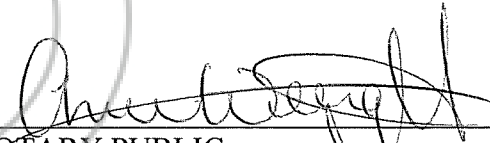
NOTARY PUBLIC

STATE OF NEVADA)
 :
COUNTY OF DOUGLAS)

On the 4th day of October, 2012 before me, a Notary Public in and for said County and State, personally appeared **ANTHONY S. KERN**, personally known to me (or proved 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.

WITNESS my hand and official seal.





NOTARY PUBLIC



DESCRIPTION OF EASEMENT TO APN 1220-17-101-017

A parcel of land within the NW1/4 of Section 17, T.12N., R.20E., M.D.B.&M., Douglas County, Nevada and more particularly described as follows:

Commencing at the Northwest Corner of Section 17, T.12N., R.20E., M.D.B.&M.; thence S32°37'41"E a distance of 1,274.55 feet to a point on the Southwest Right-of-Way Line of Edna Drive which is the Southeast Property Corner of Parcel 1B of the Parcel Map for Philip D. and Gladys Sullivan, Document No. 664939 recorded in the office of the Douglas County Recorder, and the TRUE POINT OF BEGINNING; thence N33°47'24"W along said Right-of-Way Line a distance of 34.93 feet; thence S43°28'10"W a distance of 40.00 feet to a point on the Southerly Property Line of said Parcel 1B; thence East along said Property Line a distance of 46.95 feet to the TRUE POINT OF BEGINNING. The area of the described Parcel of land is 681.4 square feet more or less.

The basis of bearings and the tie to the TRUE POINT OF BEGINNING are as per the Parcel Map as described above.

