

17

Doc Number: **0839520**

03/17/2014 09:31 AM

OFFICIAL RECORDS

Requested By
GORDON CONSULTING INC

APN: 1318-09-810-070

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 4 Fee: \$ 17.00

Bk: 0314 Pg: 2222



Deputy: sg

Recording Requested by
and When Recorded Mail To:

Gordon Consulting Inc

✓ % Nicole Zaborisky

584 Kiowa Drive

South Lake Tahoe CA 96150

GRANT OF EASEMENT

This GRANT OF EASEMENT is made and entered into this 21st day of February, 2014, by and between BARBARA BOUCKE, as Trustee, or the Successor Trustee or Trustees, U/A/O November 15, 1990, as amended, creating THE BARBARA BOUCKE SEPARATE PROPERTY TRUST (GRANTOR), and TAHOE DOUGLAS DISTRICT, a General Improvement District existing under the laws of the State of Nevada (GRANTEE), as follows:

WHEREAS, GRANTOR is the fee owner of the Real Property described as Lot 19, in Block "D" of Zephyr Cove, sometimes called Marla Bay, Douglas County, State of Nevada, according to that certain map entitled "Amended Map of Subdivision No. 2, Zephyr Cove Properties, Inc., in Sections 9 and 10, T. 13 N., R. 18 E.," filed in the office of the County Recorder of Douglas County, Nevada, August 5, 1929 (hereafter "Real Property"); and

WHEREAS, GRANTOR is willing to grant to GRANTEE a non-exclusive public sewer line easement, to use a portion of said Real Property, upon the terms and conditions hereinafter set out.

NOW, THEREFORE, for valuable consideration, GRANTOR states as follows:

1. GRANTOR does hereby grant, bargain, transfer, deliver and convey into GRANTEE a permanent and perpetual sewer line easement to construct, maintain, repair and replace a sewerline, including ingress and egress, upon, over and under a strip of land more particularly described on Exhibit "A" attached hereto and incorporated herein. The easement shall be appurtenant to the above-described parcel of real property owned by GRANTOR.

2. All costs of construction, repair and maintenance shall be borne solely by the GRANTEE.

3. GRANTEE shall hold harmless and indemnify the GRANTOR from and against any and all claims, demands, lawsuits, settlements, damages, costs and expenses (including attorney fees), suffered or incurred by GRANTEE that arises directly or indirectly as a result of any personal injury, death, or property damage occurring on or about the easement or arising in connection with the use of the easement unless the injury, death or property damage is the result of a negligent act of GRANTOR, in which case, GRANTEE will hold harmless and indemnify GRANTEE from any such claim.

4. The easement provided for herein shall run with the land and be binding upon and inure to the benefit of the parties hereto, and their successors and assigns in perpetuity.

BARBARA BOUCKE, as Trustee, or the Successor Trustee or Trustees, U/A/O November 15, 1990, as amended, creating THE BARBARA BOUCKE SEPARATE PROPERTY TRUST

February 21, 2014.

Barbara Boucke
By BARBARA BOUCKE, Trustee

EXHIBIT "A"

January 28, 2014
13100

DESCRIPTION
BOUCKE TO TAHOE-DOUGLAS DISTRICT

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

All that portion of Lot 19, Block D per the Amended Map of Zephyr Cove Properties inc., filed for record on August 5, 1929 as Document Number 267;

An area 7.5 feet wide being Southeast of the following described property line;

Beginning at the property corner common to Lot 8, Lot 9, Lot 19 and Lot 20, Block D per said Amended Map of Zephyr Cove Properties inc.,

thence North 53°30'00" East 15.00 feet to the Point of termination.

Containing 112 square feet, more or less.

The Basis of Bearing for these descriptions is based upon the above referenced Amended Map of Zephyr Cove Properties inc.

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

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