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Assessor's Parcel Number: 1418-34-210-023
1418-34-210-024

Recording Requested By:

Name: Thomas J. Hall, Esq.

✓ Address: Post Office Box 3948

City/State/Zip Reno, Nevada 89505

Real Property Transfer Tax:

\$ _____

Doc Number: **0846635**

07/18/2014 02:19 PM

OFFICIAL RECORDS

Requested By
THOMAS J HALL

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 12 Fee: \$ 25.00

Bk: 0714 Pg: 4327



Deputy. sd

Grant of Easement and Easement Agreement

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

WHEN RECORDED, MAIL ORIGINAL TO:

Paul E. Monson
Jan M. Monson
6600 Freeport Blvd.
Sacramento, California 95822

APN 1418-34-210-023

APN 1418-34-210-024

GRANT OF EASEMENT and EASEMENT AGREEMENT

THIS Grant of Easement and Easement Agreement (the "Agreement") is entered into and made effective this 2nd day of July, 2014 (the "Effective Date"), by and between Joe Ferndino and Beth Ferndino, husband and wife ("Grantors"), and Paul E. Monson and Jan M. Monson, husband and wife as Joint Tenants ("Grantees").

WHEREAS, Grantors are the owners of certain real property commonly known as 1267 Tamarack Drive, Zephyr Cove, Nevada, APN 1418-34-210-023, herein referred to as the "Grantors' Property", and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Grantees are the owners of certain real property commonly known as 1265 Tamarack Drive, Zephyr Cove, Nevada, APN 1418-34-210-024, herein referred to as the "Grantees' Property," and more particularly described in Exhibit "B" attached hereto and incorporated herein by reference;

NOW, THEREFORE, the parties agree as follows:

1. GRANT OF EASEMENT: For valuable consideration, receipt and sufficiency of which is hereby acknowledged and the covenants set forth herein, Grantors hereby grant to Grantees, subject to the terms and conditions of this Agreement, an easement (the "Easement") over the Easement Area, as defined below, for the purposes of ingress, egress, parking, landscaping, and the right to retain the existing retaining wall.

2. USE OF EASEMENT: Use of such Easement Area shall include, but not be limited to, ingress, egress, and access by pedestrians and motor vehicles, parking, landscaping and retention of the retaining wall.

3. CHARACTER OF EASEMENT: The easement granted herein is a perpetual, exclusive, irrevocable easement appurtenant to Grantors' Property.

4. EASEMENT AREA: The "Easement Area" as used herein is depicted on Exhibit "C" attached hereto and more particularly described on Exhibit "D" attached hereto.

5. FENCE/RAILLING CONSTRUCTION: The parties further agree that a fence or railing may be constructed in a manner that is mutually agreeable between the Grantors and the Grantees. This fence or railing shall extend from a point parallel to the northwestern corner of the Grantees' Property line all along the above-referenced thirty-three foot (33') easement. If the fence or railing is constructed, the supporting post for this fence or railing shall be flush with the eastern side of the retaining wall on the Grantees' side of the wall, and the fence or railing will either be also flush with that side or, if possible, be suspended over, or attached to, the top of the retaining wall.

6. RETAINING WALL: The Grantors further anticipate being able to remove the southernmost forty feet (40') of the retaining wall and then to grade a gentle slope downward from the Grantees' Property line towards their Property. In addition, they intend to landscape this same area up to the shared property line and attach decorative rock face to the wall. The design and engineering of this proposed grading will be by a licensed engineer, and the Grantors shall warrant that the Grantees' driveway will not subside, slide, erode or otherwise be damaged or effected because of the removal of the support provided by the existing retaining wall. There shall be no excavation or other disturbance on the area between the remaining portion of the retaining wall and the property line that is not included in the easement area referred to in (A). Nor shall the Grantors place any construction or landscaping that interferes with Grantees' current ability to access, ingress or egress from, to or on their driveway that is parallel to the Grantors' western boundary line.

7. MISCELLANEOUS:

a. Construction: This Agreement is entered into the State of Nevada and shall be construed and interpreted in accordance with its laws.

b. Time: Time is of the essence of this Agreement and of each covenant and condition to be performed hereunder.

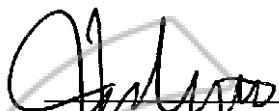
c. Additional Documents: All parties hereto agree to execute any and all additional documents and/or instruments necessary to carry out the terms of this Agreement. All documents to be prepared to carry out the terms of this Agreement, other than those documents specifically to be provided by an particular party, shall be prepared by such persons mutually acceptable to all parties, and the costs incurred in the preparation of any such documents shall be borne by the party on whose behalf the documents are prepared.

d. Attorney's Fees: If legal action is instituted by an y party hereto for damages or to interpret or enforce any of the terms or provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and expert and other costs related thereto, in addition~~ed~~ to such other recoverable costs and damages as may be awarded. *dr* *67*

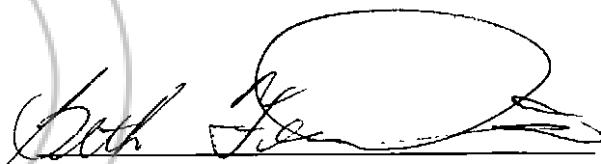
e. Binding Effect: This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, beneficiaries, personal representatives, successors, estates and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first set forth above.

GRANTORS:




JOE FERNDINO

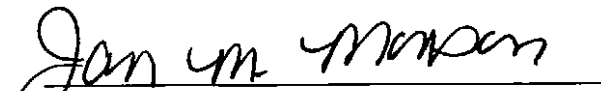


BETH FERNDINO

GRANTEES:



PAUL E. MONSON



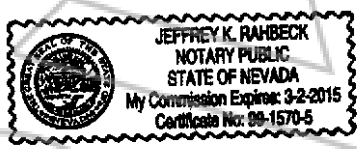
JAN M. MONSON

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on July 2,
2014, by Joe Ferndino and Beth Ferndino.

WITNESS my hand and official seal.

Jeffrey K. Rahbeck
NOTARY PUBLIC



STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on June __,
2014, by Paul E. Monson and Jan M. Monson.

WITNESS my hand and official seal.

NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

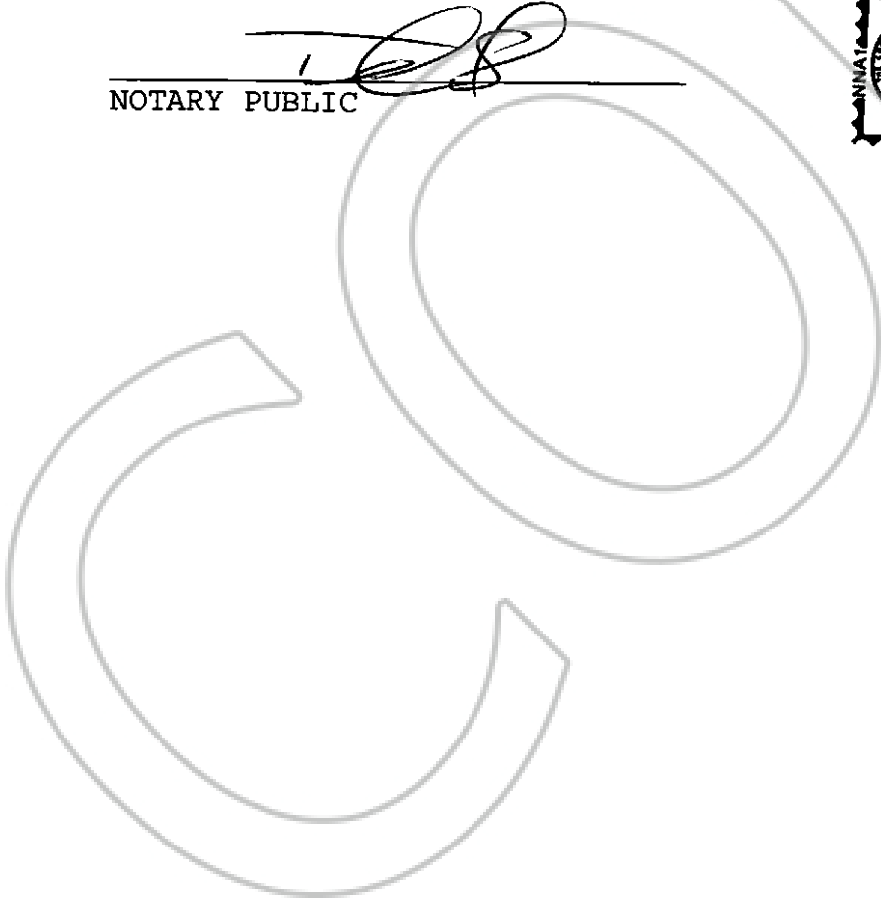
On July 15, 2014, before me, TED EVANGEL, a Notary Public, personally appeared Paul E. Monson ~~XXXXXXXXXX~~ ~~MONSON~~, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY of the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



NOTARY PUBLIC



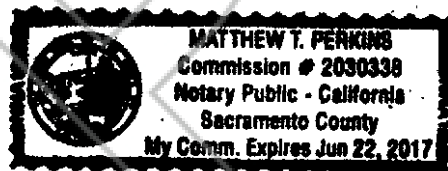
STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On July 16th, 2014, before me, Matthew Perkins, a Notary Public, personally appeared ~~XXXXXXXXXXXXXXXXXXXX~~ Jan M. Monson, who proved to me on the basis of satisfactory evidence to be the person whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY of the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Matthew T. Perkins
NOTARY PUBLIC



LIST OF EXHIBITS

Exhibit A: Legal description of Grantors' Property.

Exhibit B: Legal description of Grantees' Property.

Exhibit C: Depiction of Easement Area.

Exhibit D: Legal description of Easement Area.

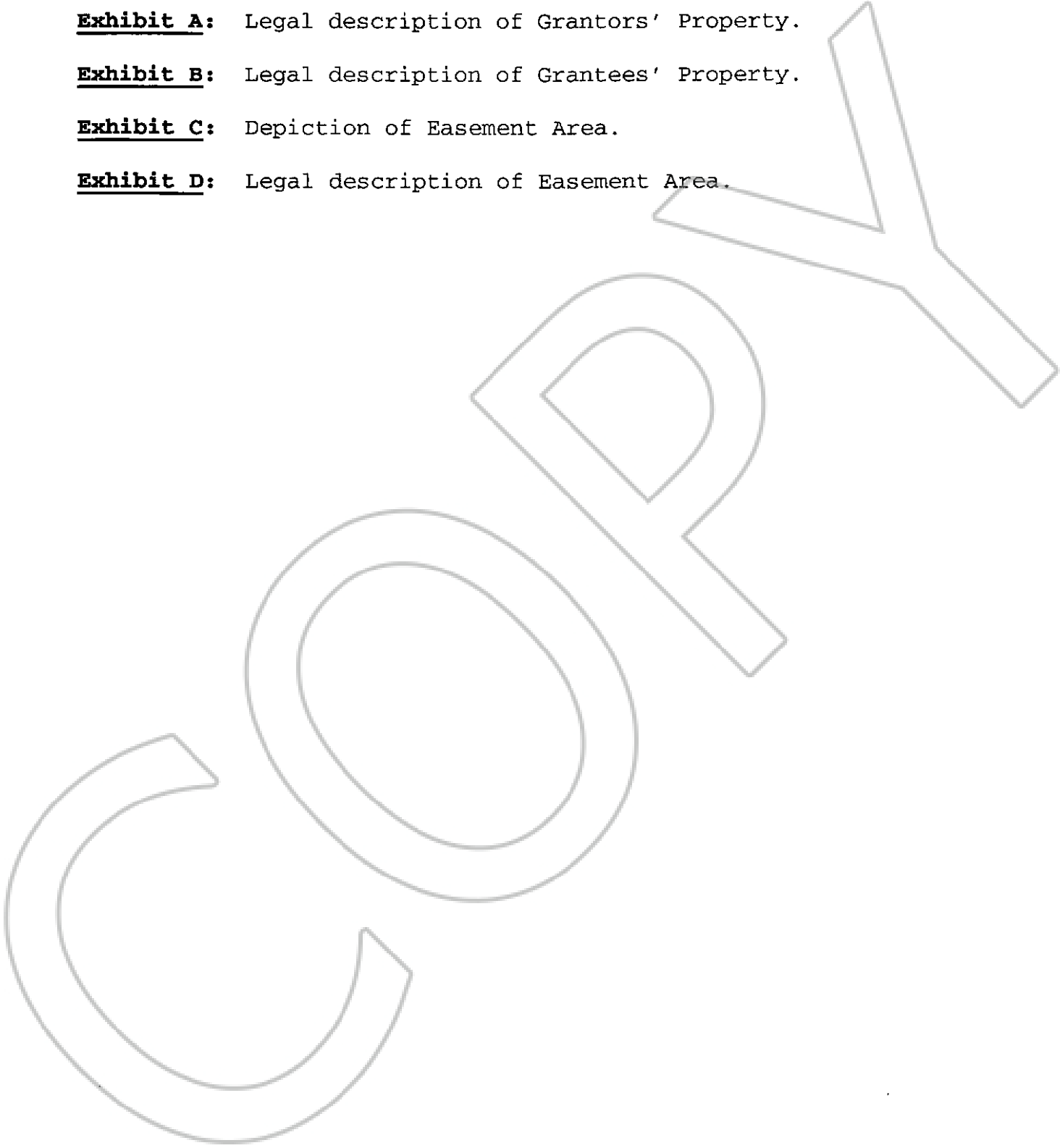


EXHIBIT "A"

THAT PORTION OF LOT 19 AS SHOWN ON THE MAP OF LAKERIDGE ESTATES NO. 1 RECORDED ON FEBRUARY 23, 1959, AS DOCUMENT 14083, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, THAT IS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE NORTH 39 DEGREES 49 FEET WEST ALONG THE NORTH LINE OF SAID LOT, WHICH LINE IS THE SOUTH BOUNDARY OF LOT 1 OF THE WEST HALF OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 13 EAST, M.D.B.&M. A DISTANCE OF 113.63 FEET; THENCE A DISTANCE OF 112.62 FEET, MOR OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT; THENCE SOUTH 36 DEGREES 21 FEET 40 INCHES EAST ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 49.57 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 25 DEGREES 15 FEET EAST ALONG THE MOST EASTERLY LINE OF SAID LOT A DISTANCE OF 128.15 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED ON SEPTEMBER 30, 2010, AS DOCUMENT 771424, DOUGLAS COUNTY RECORDS.

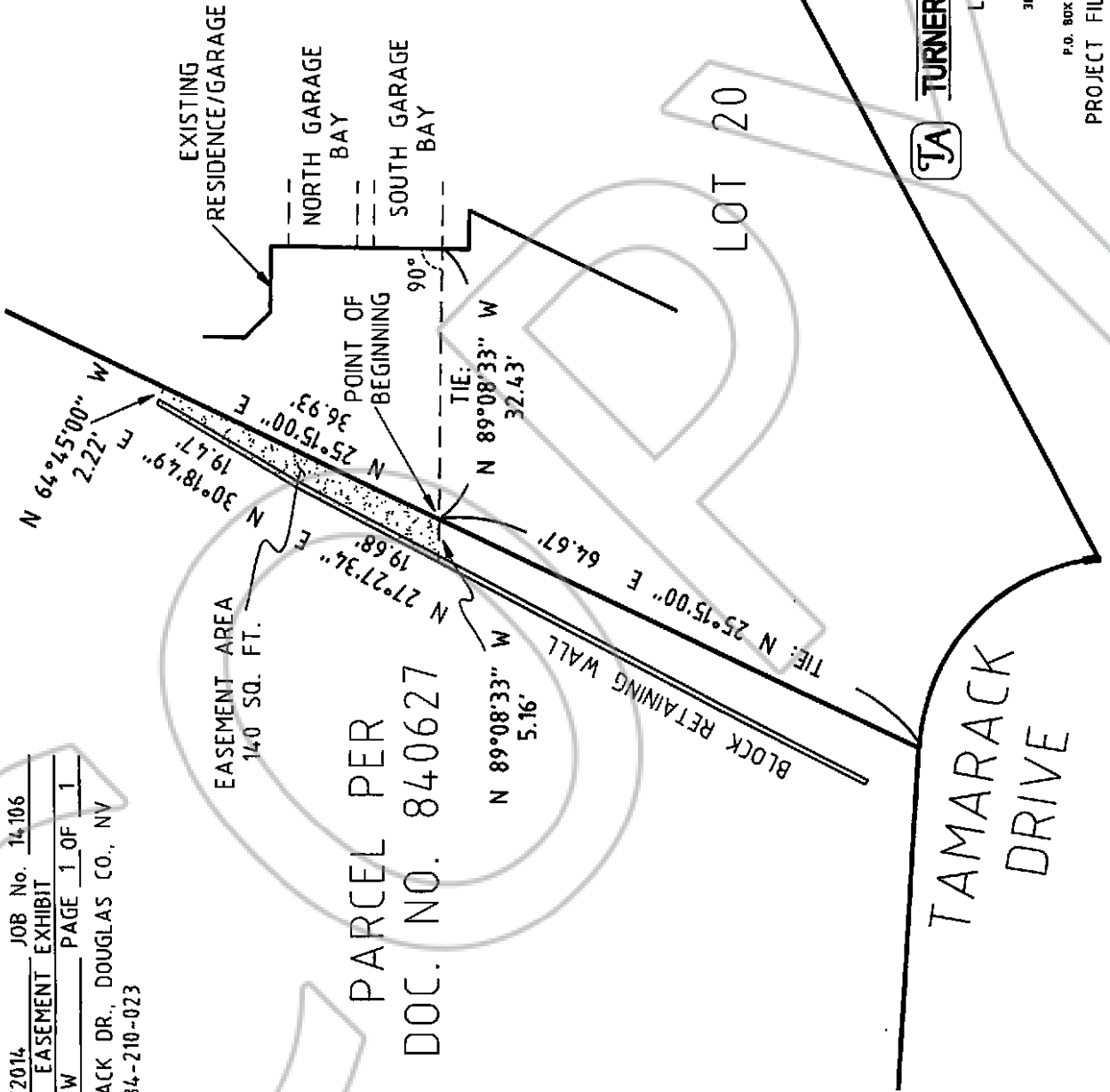
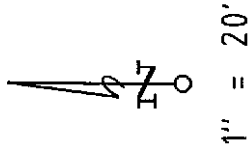
EXHIBIT "B"**PARCEL 1:**

LOT 20, AS SHOWN ON THE AMENDED MAP OF LAKERIDGE ESTATES SUBDIVISION UNIT NO. 1, RECORDED ON MAY 7, 1957, AS DOCUMENT 12188, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, AND ON REVISED PLAT RECORDED ON FEBRUARY 23, 1959, AS DOCUMENT 14083, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.

PARCEL 2:

THE RIGHT TO USE THE EASTERLY 20 FEET OF LOTS 21, 22, 23 AND 24 AND THE SOUTHEASTERLY 7-1/2 FEET OF LOT 24 AND THE NORTHEASTERLY 7-1/2 FEET OF LOT 25, AS SAID LOTS ARE SHOWN ON THE MAP OF LAKERIDGE ESTATES UNIT NO. 1, FOR ROADWAY PURPOSES IN COMMON WITH THE OWNERS OF SAID LOTS.

EXHIBIT C



DATE 6/2014 JOB No. 14-106
PROJECT EASEMENT EXHIBIT
BY SW PAGE 1 OF 1
1267 TAMARACK DR., DOUGLAS CO., NV
A.P.N 14-18-34-210-023

PARCEL PER
DOC. NO. 840627

EASEMENT AREA
140 SQ. FT.

JA TURNER & ASSOCIATES, INC.
LAND SURVEYING

(775) 588-5658
318 DORLA COURT, SUITE 203
ROUND HILL, NEVADA
P.O. BOX 5867 - STATELINE, NEVADA 89449
PROJECT FILE 14-106

EXHIBIT D

June 13, 2014
14106

DESCRIPTION

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

All that portion of the West ½ of Section 34, Township 14 North, Range 18 East, M.D.M., more particularly described as follows:

All that portion of that Parcel per that Grant, Bargain, Sale Deed, filed for record on April 4, 2014 as Document Number 840627;

Beginning at a Point that bears North 25°15'00" East 64.67 feet from the Southerly property corner common to said Parcel per that Grant, Bargain, Sale Deed and Lot 20 of Lakeridge Estates No.1, filed for record on February 23, 1959 as Document Number 14083;

thence North 89°08'33" West 5.16 feet to the face of a block retaining wall;

thence along said face of a block retaining wall the following two(2) courses:

North 27°27'34" East 19.68 feet;

North 30°18'49" East 19.47 feet;

thence leaving said face of a block retaining wall South 64°45'00" East 2.22 feet to said property line common to that Parcel per that Grant, Bargain, Sale Deed and said Lot 20;

thence along said property line common to that Parcel per that Grant, Bargain, Sale Deed and said Lot 20 South 25°15'00" West 36.93 feet to the Point of Beginning.

Containing 140 square feet, more or less.

The Basis of Bearing for this description is Lakeridge Estates No.1, filed for record on February 23, 1959 as Document Number 14083

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