

The undersigned hereby affirms that this document submitted for recording does not contain a Social Security Number.

APN: 1418-34-610-016; 1418-34-610-012

**When recorded, mail to:**

Clifford L. Hansen  
Holly M. Hansen  
P. O. Box 7112  
Huntington Beach, CA 92615

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY EXPRESSED OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS EFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

FIRST CENTENNIAL TITLE COMPANY

**GRANT OF LANDSCAPE AND OPEN SPACE EASEMENT**

**PREAMBLE**

This Agreement, made this 31<sup>st</sup> day of January, 2017, by and between CLIFFORD L. HANSEN and HOLLY M. HANSEN (collectively hereinafter referred to as "Grantor"), and JAMES A. HADLEY and DAWN H. HADLEY, husband and wife, as community property (collectively hereinafter referred to as "Grantees").

**RECITALS**

A. Grantor is the owner of the real property, commonly known as 259 Eagle Lane, Zephyr Cove, Nevada, located in the Lincoln Meadows Unit #1 Subdivision in Douglas County, Nevada, more particularly described on Exhibit A attached hereto and hereby incorporated (hereinafter referred to as the "Servient Tenement").

B. Immediately prior to the recordation of this Agreement the real property, commonly known as 1263 Hidden Woods Drive, Zephyr Cove, Nevada, located in the Lincoln Meadows Unit #1 Subdivision in Douglas County, Nevada, more particularly described on Exhibit B attached hereto and hereby incorporated (hereinafter referred to as the "Dominant Tenement") was conveyed by Grantors to Grantees by a Grant, Bargain and Sale Deed recorded immediately prior to the recordation of this Agreement.

**Grant of Easement**

1. Grantor, hereby grants to Grantees an easement on and over the Servient Tenement as described in Exhibit C and depicted on Exhibit C-1 attached hereto and hereby incorporated in consideration of the purchase of the Dominant Tenement described on Exhibit A by Grantees from Grantor,

2. The easement granted herein is an exclusive easement appurtenant to the Dominant Tenement to use the Servient Tenement attached hereto for the purposes hereinafter set forth.

#### **Use by Dominant Tenement**

3. The easement granted herein is for the purposes of permitting the Dominant Tenement to use the Servient Tenement for landscaping and open space. The Servient Tenement shall not be used for an activity included in the definition of "Land Coverage" as that term is defined in the Code of Ordinances of the Tahoe Regional Planning Agency as adopted May 27, 1987 (the "Code"). The use of the Servient Tenement shall at all times fully comply with all of the provisions of the Code and any other documents relating to land use regulations and environmental protection in the Tahoe Region as adopted or enforced by the Tahoe Regional Planning Agency, and with all applicable ordinances of Douglas County and any applicable federal or state laws, rules or regulations.

4. The owner of the Dominant Tenement shall have the obligation to maintain the lawn which currently exists in the easement as well as all other vegetation in the easement and will keep the same well groomed, and will not permit the landscaping to become unsightly or to die. The owner of the Dominant Tenement will not place any equipment, furniture or children's playground equipment or similar items in the easement. Should the owner of either the Dominant or Servient Tenement desire to construct a fence to separate the easement area from the balance of the Servient Tenement the only fence that may be constructed must match in all details the existing fence design and materials which currently exists on both the Dominant and Servient Tenements.

#### **Hold Harmless and Indemnity**

5. Grantees agree to hold Grantor harmless and indemnify Grantor from any costs, expenses (including attorney fees), fines, or cost of mitigation arising from any claims, actions or proceedings brought by the Tahoe Regional Planning Agency, Douglas County, State of Nevada, or the federal government arising out of the use of the easement by the Dominant Tenement.

**Entire Agreement**

6. This Agreement 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 Agreement shall be of no effect. All amendments must be in writing and signed by the party to be charges.

**Rights Reserved**

7. Grantor and Grantees agree that Grantees reserve the right to continue to include the Servient Tenement as part of the Dominant Tenement for the purpose of calculating land coverage under the Code.

**Attorney Fees**

8. In the event of any controversy, claim or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party all expenses, attorney fees and costs.

**Binding Effect**

9. This Agreement shall be binding on and it shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantees.


DATED this 31 day of January, 2017.

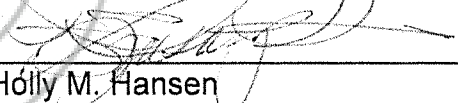
GRANTEES:

\*signed in counterpart  
James A Hadley

\*signed in counterpart  
Dawn H. Hadley

GRANTORS:

  
Clifford L. Hansen

  
Holly M. Hansen

**Entire Agreement**

6. This Agreement 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 Agreement shall be of no effect. All amendments must be in writing and signed by the party to be charges.

**Rights Reserved**

7. Grantor and Grantees agree that Grantees reserve the right to continue to include the Servient Tenement as part of the Dominant Tenement for the purpose of calculating land coverage under the Code.

**Attorney Fees**

8. In the event of any controversy, claim or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party all expenses, attorney fees and costs.

**Binding Effect**

9. This Agreement shall be binding on and it shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantees.

DATED this 1st day of February, 2017.

GRANTEES:

James A. Hadley  
James A. Hadley

Dawn H. Hadley  
Dawn H. Hadley

GRANTORS:

\*signed in counterpart  
Clifford L. Hansen

\*signed in counterpart  
Holly M. Hansen

ACKNOWLEDGMENT

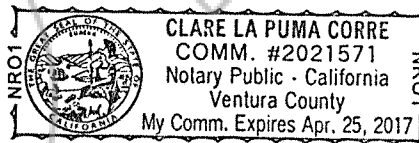
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF VENTURA )

On February 1, 2017, before me, Clare La Puma Corré, Notary Public, personally appeared James A. Hadley and Dawn H. Hadley, 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 capacities and that, by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

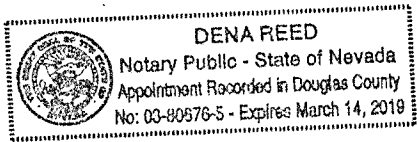


Signature Clare La Puma Corré

(Seal)

STATE OF NEVADA )  
COUNTY OF Douglas ) ss.

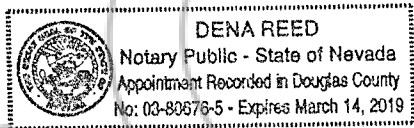
The foregoing instrument was acknowledged before me this 31 day of Jan, 2017, by Clifford L. Hansen and Holly M. Hansen, who personally appeared before me, a notary public, and is personally known or proved to me to be the persons whose signature is subscribed to the within document, who acknowledged that he executed the documents for the purposes therein contained.



Dena Reed  
Notary Public

STATE OF NEVADA )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 31 day of January, 2017, by James A Hadley and Dawn H Hadley, who personally appeared before me, a notary public, and is personally known or proved to me to be the persons whose signature is subscribed to the within document, who acknowledged that he executed the documents for the purposes therein contained.



Dena Reed  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION**

**SERVIENT TENEMENT**

**259 Eagle Lane, Zephyr Cove, Nevada**

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

Parcel No. 1:

Lot B, as shown on the Second Amended Plat of Lincoln Meadows Unit No. 1, filed for record in the Office of the Douglas County Recorder on February 12, 1987, in Book 287, Page 1212, as Document No. 149934, said map being a re-division of Lots 12, 15 and 16, of the Amended Map of Lincoln Meadows Unit No. 1, filed in the Office of the County Recorder of Douglas County, Nevada, on January 6, 1978, as Document No. 16415.

Parcel No. 2:

Together with a non-exclusive 60 foot easement for roadway and public utilities as granted by Document recorded December 21, 1967, in Book 56, page 201, as Document No. 39634, Official Records.

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**EXHIBIT B**

**LEGAL DESCRIPTION**

**DOMINANT TENEMENT**

**1263 Hidden Woods Drive, Zephyr Cove, Nevada**

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

Parcel No. 1:

Lot A, as shown on the Second Amended Plat of Lincoln Meadows Unit No. 1, filed for record in the Office of the Douglas County Recorder on February 12, 1987, in Book 287, Page 1212, as Document No. 149934, said map being a re-division of Lots 12, 15 and 16, of the Amended Map of Lincoln Meadows Unit No. 1, filed in the Office of the County Recorder of Douglas County, Nevada, on January 6, 1978, as Document No. 16415, together with that portion of the "common drive", as shown on the Amended Plat of Lincoln Meadows described as follows:

Beginning at the Northwesterly corner of said "common drive", said corner being the Northwesterly corner of Lot 12 of the Amended Lincoln Meadows Unit No. 1; thence South 38°56'36" West 82.96 feet; thence South 89°00' West 30.00 feet; thence North 31°00' West 4.50 feet; thence North 54°11'42" East 9.56 feet; thence North 35°58'00" East 16.62 feet; thence North 41°49'06" East 43.10 feet; thence North 42°40'20" East 39.69 feet; thence South 59°00' East 8.20 feet to the Point of Beginning.

Note the above mentioned metes and bounds legal description previously appeared in Grant Deed, recorded January 15, 1993, in Book 193, Page 2183, as Document No. 297476, of Official Records.

Reference is hereby made to that certain Record of Survey, recorded January 15, 1993, in Book 193, Page 2192, as Document No. 297479.

Parcel No. 2:

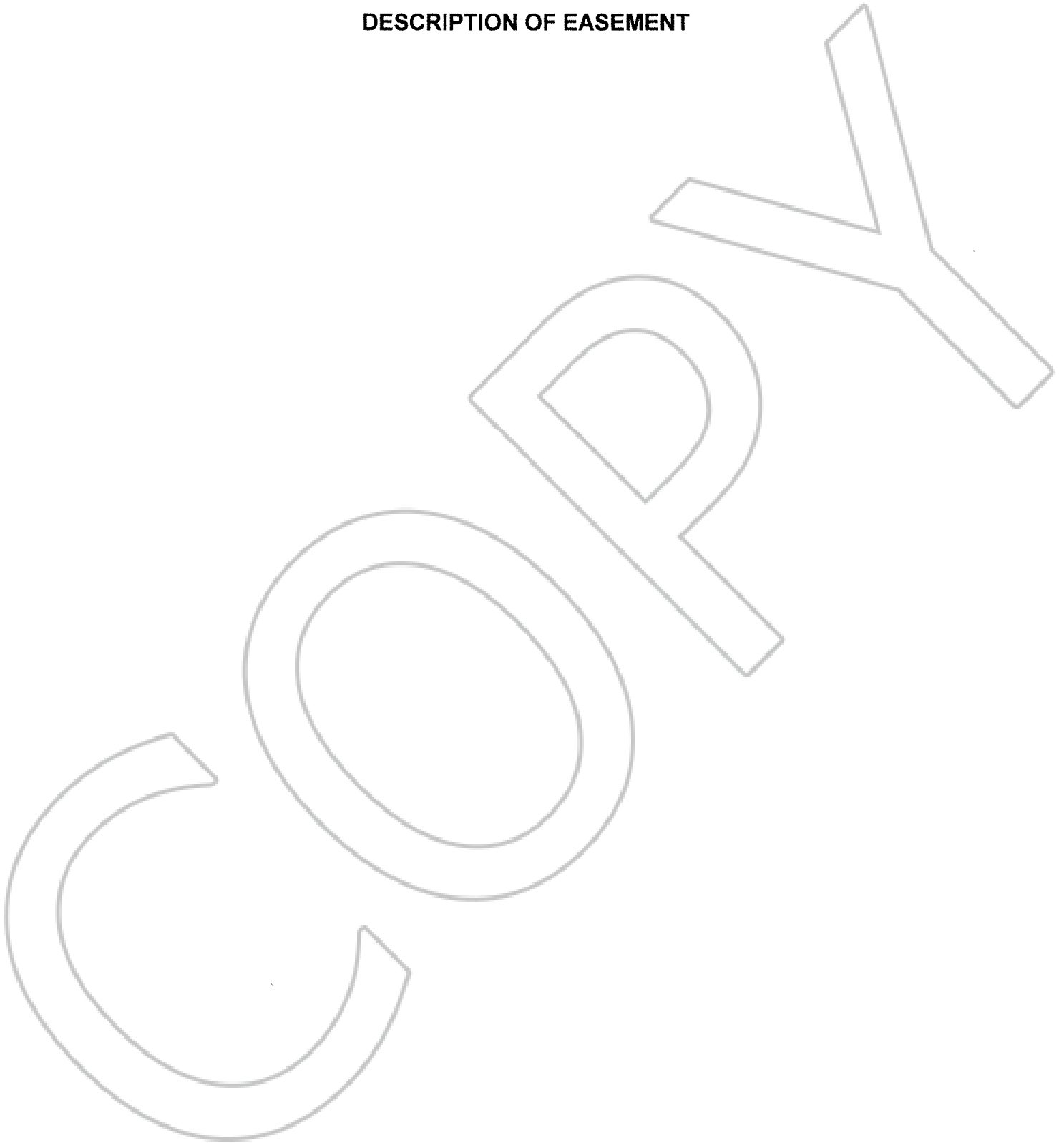
Together with a non-exclusive 60 foot easement for roadway and public utilities as granted by Document recorded December 21, 1967, in Book 56, page 201, as Document No. 39634, Official Records.

APN: 1418-34-610-012



**EXHIBIT C**

**DESCRIPTION OF EASEMENT**



5 October, 2016  
16229

Exhibit C  
DESCRIPTION  
Easement

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

All that portion of Lot B, per the Second Amended Plat of Lincoln Meadows Unit No. 1, filed for record on February 12, 1987, as Document Number 149934, being more particularly described as follows:

Beginning at the West corner of said Lot B,  
thence North  $58^{\circ}30'58''$  East 113.61 feet;  
thence South  $59^{\circ}00'00''$  East 60.00 feet;  
thence South  $84^{\circ}28'54''$  West 102.98 feet;  
thence South  $67^{\circ}58'43''$  West 49.42 feet to the Point of Beginning.

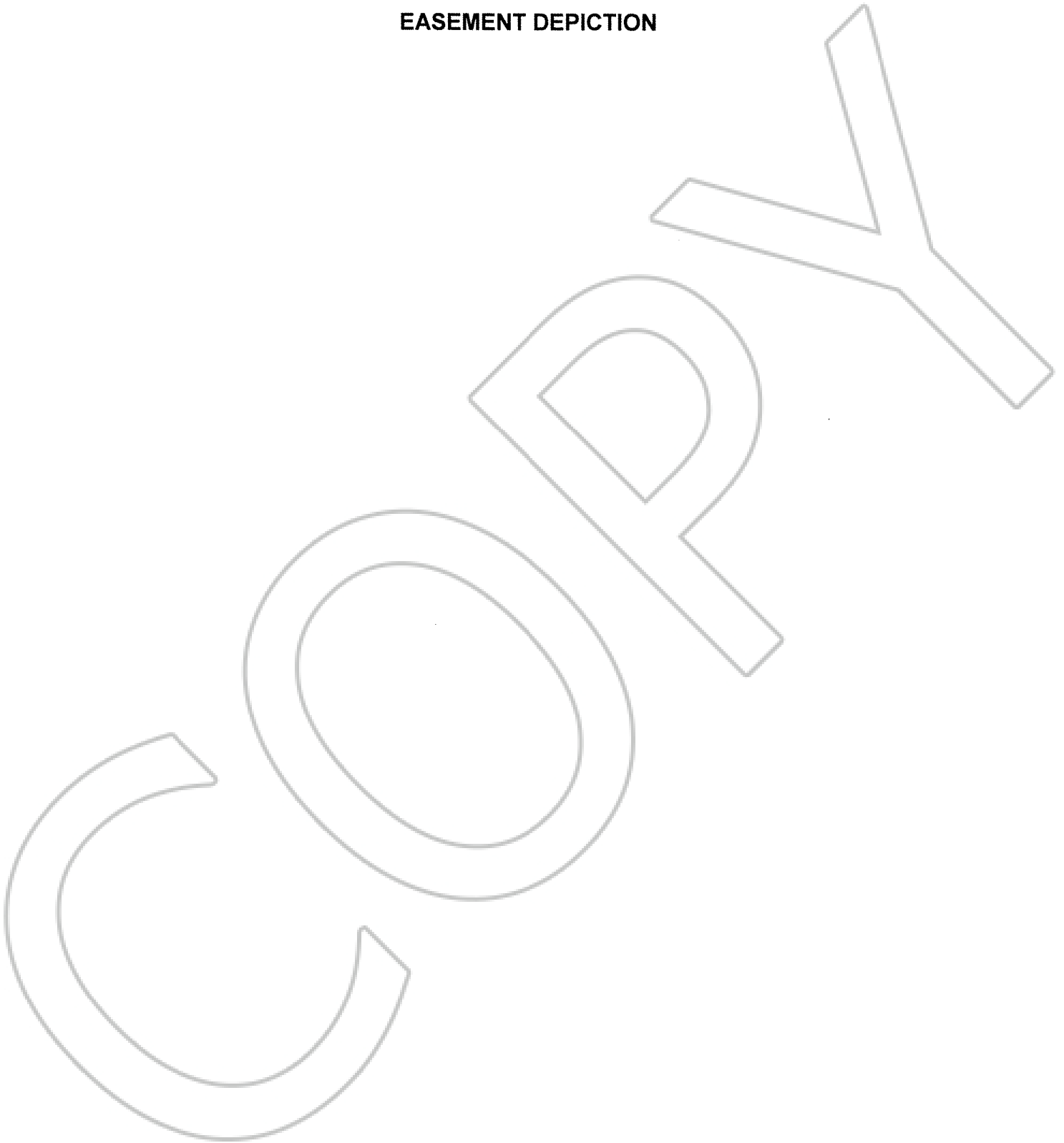
Containing 2,300 square feet, more or less.

The Basis of Bearing for this description is that Second Amended Plat of Lincoln Meadows Unit No. 1, filed for record on February 12, 1987, as Document Number 149934.

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



**EXHIBIT C-1**  
**EASEMENT DEPICTION**





**TURNER & ASSOCIATES, INC.**  
**LAND SURVEYING**

(775) 588-5658

FAX (775) 588-9296  
308 DORLA CT., SUITE 203 - ROUND HILL, NV 89448  
P.O. BOX 5067 - STATELINE, NV 89449

DATE 5 OCT 2016 JOB No. 16229  
PROJECT EASEMENT AREA  
BY JWT PAGE 1 OF 1



LOT A  
PER RECORD OF SURVEY TO SUPPORT  
A BOUNDARY LINE ADJUSTMENT  
DOC NO 297479  
APN 1418-34-610-012  
1263 HIDDEN WOODS DR

EASEMENT AREA  
2,300 SQ.FT.

LOT B  
PER SECOND AMENDED PLAT OF  
LINCOLN MEADOWS UNIT NO 1  
DOC NO 149934  
APN 1418-34-610-016  
259 EAGLE LN

EAGLE LANE

N  $67^{\circ}58'43''$  E  $49^{\circ}42'$

N  $58^{\circ}30'58''$  E  $113.61'$

N  $84^{\circ}28'54''$  E  $102.98'$

N  $59^{\circ}00'00''$  W  $60.00'$

