

24.

APN(s): 1418-34-401-006, 1418-34-401-007
& 1418-34-401-008



KAREN ELLISON, RECORDER

RECORDING REQUESTED BY and
WHEN RECORDED MAIL TO:

Carol Nan Mehrstens Trust Dated
October 11, 1994
c/o Brian Ring
P.O. Box 12219
Zephyr Cove, NV 89448

GRANT OF EASEMENT

This GRANT OF EASEMENT is made and entered into this 30th day of August, 2017 by and between (1) Carol Nan Mehrstens, Trustee of the Carol Nan Mehrstens Trust Dated October 11, 1994 as to 52% interest, Carol Nan Mehrstens, Trustee of the Wayne L. Prim Jr. 2003 Irrevocable Trust Dated June 27, 2003 as to 24% interest and Carol Nan Mehrstens, Trustee of the Andrea L. Prim 2003 Irrevocable Trust Dated June 27, 2003 as to 24% interest, ("**Grantor**"), and (2) Carol Nan Mehrstens, Trustee of the Carol Nan Mehrstens Trust Dated October 11, 1994 as to 52% interest, Carol Nan Mehrstens, Trustee of the Wayne L. Prim Jr. 2003 Irrevocable Trust Dated June 27, 2003 as to 24% interest and Carol Nan Mehrstens, Trustee of the Andrea L. Prim 2003 Irrevocable Trust Dated June 27, 2003 as to 24% interest ("**Grantee**"), and on behalf of themselves and their successors and assigns, as follows:

WHEREAS, GRANTOR is the owner of the real property described as 35 Mehrstens Road, Douglas County, Nevada, Assessor's Parcel Number 1418-34-401-006, and further described in Exhibit A as Parcel 3 per that Grant Bargain and Sale Deed, filed for record on May 6, 1997, as Document Number 411893;

WHEREAS, GRANTEE is the owner of the Real Property described as Douglas County, Nevada, Assessor's Parcel Number 1418-34-401-007, and further described in Exhibit A as Parcel 2 per that Grant Bargain and Sale Deed, filed for record on May 6, 1997, as Document Number 411893; and 14 Mehrstens Road, Douglas County, Nevada, Assessor's Parcel Number 1418-34-401-008; and further described in Exhibit A as Parcel 1 per that Grant Bargain and Sale Deed, filed for record on May 6, 1997, as Document Number 411893;

WHEREAS, GRANTOR is willing to grant to Grantee a non-exclusive

sewer line easement to use a portion of Grantor's real property, to benefit Grantees real property, set forth, above, on the terms and conditions hereinafter set forth;

NOW THEREFORE, for valuable consideration, the sufficiency and receipt of which is acknowledged by all parties, GRANTOR states as follows:

1. GRANTOR does hereby grants, bargain, transfer, deliver and convey to Grantee and its successors and a non-exclusive perpetual sewer line easement to construct, maintain, repair and replace a subsurface sewer line, including surface cleanouts (the "**Utility Facilities**"), together with ingress and egress upon, over and under a strip of land more particularly described in Exhibit A, attached hereto and incorporated by reference herein.
2. All costs of cost of construction shall be borne by Grantee. Thereafter, all costs of repair, maintenance and reconstruction shall be borne solely by the Grantee. Grantee, upon completing any such repair, maintenance and/or reconstruction shall return the property comprising the easement to its pre-repair, pre-maintenance and/or pre-construction condition.
3. Grantee shall hold harmless and indemnify Grantor from and against any and all claims, demands, lawsuits, settlements, damages, costs, and expenses, including, without limitation, reasonable attorney fees and costs ("Claim" or "Claims") suffered or incurred by Grantor that arise directly or indirectly in connection with the use or maintenance of the easement, unless said claim is the direct result of a negligent act of Grantor, in which case Grantor will hold harmless and indemnify Grantee for any such claim.
4. This easement provided for shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in perpetuity.
5. Grantor retains, for its benefit, the right to maintain, pave, use and otherwise landscape the easement area for its own purposes, or the purposes of others, however Grantor shall not build any structure on the easement area. Grantee further agrees to restore the condition of the easement area to its prior condition after Grantee has worked on the Utility Facilities at any time after the execution hereof.

[signature pages follows]

GRANTOR:

**CAROL NAN MEHRTENS TRUST
DATED OCTOBER 11, 1994**

Carol Nan Mehrrens

SIGNATURE

Carol Nan Mehrrens
Trustee

STATE OF NEVADA)

) ss.

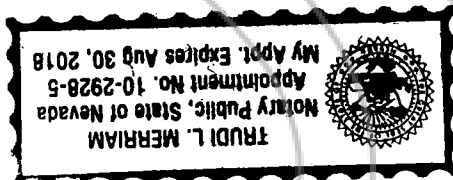
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on Aug 30, 2017 by Carol Nan Mehrrens as Trustee of the Carol Nan Mehrrens Trust Dated October 11, 1994.

Trudi L. Merriam

Signature of Notary Public

Notary Seal Area →



**WAYNE L. PRIM JR. 2003 IRREVOCABLE TRUST
DATED JUNE 27, 2003**

Carol Nan Mehrtens

SIGNATURE

Carol Nan Mehrtens
Trustee

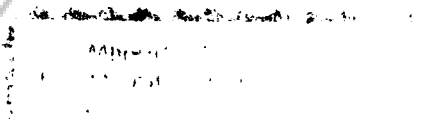
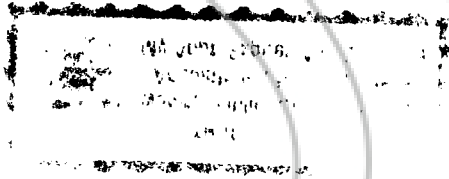
STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on Aug 30, 2017 by Carol Nan Mehrtens as Trustee of the Wayne L. Prim Jr. 2003 Irrevocable Trust Dated June 27, 2003.

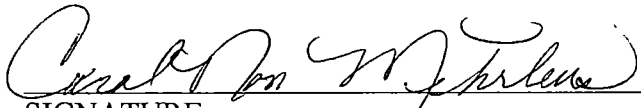
Trudi L. Merriam

Signature of Notary Public

Notary Seal Area →



ANDREA L. PRIM 2003 IRREVOCABLE TRUST
DATED JUNE 27, 2003



SIGNATURE
Carol Nan Mehrtens
Trustee

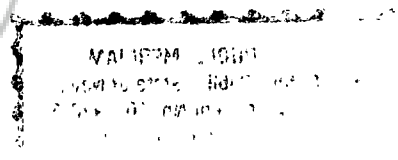
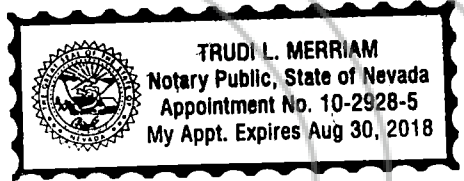
STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on Aug 30, 2017 by Carol Nan Mehrtens as Trustee of the Andrea L. Prim 2003 Irrevocable Trust, Dated June 27, 2003.



Signature of Notary Public

Notary Seal Area →



GRANTEE:

**CAROL NAN MEHRTENS TRUST
DATED OCTOBER 11, 1994**

Carol Nan Mehtens

SIGNATURE

Carol Nan Mehtens
Trustee

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

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Notary Seal Area →



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DATED JUNE 27, 2003**

Carol Nan Mehrtens

SIGNATURE

Carol Nan Mehrtens
Trustee

STATE OF NEVADA)

) ss.

COUNTY OF DOUGLAS)

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Trudi L. Merriam

Signature of Notary Public

Notary Seal Area →



ANDREA L. PRIM 2003 IRREVOCABLE TRUST
DATED JUNE 27, 2003

Carol Nan Mehrstens

SIGNATURE
Carol Nan Mehrstens
Trustee

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

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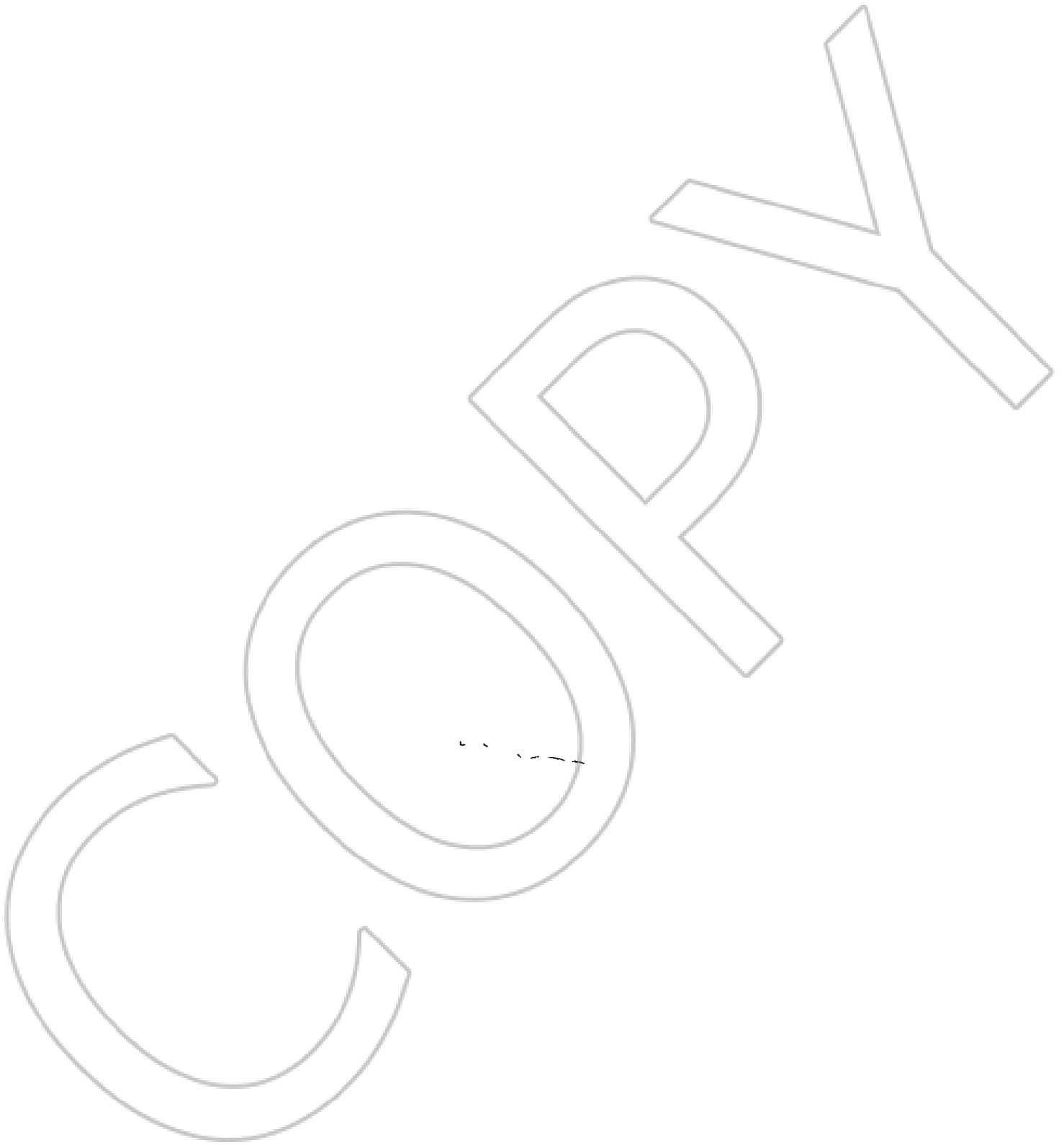
Trudi L. Merriam

Signature of Notary Public

Notary Seal Area →



Exhibit A



July 28, 2017
13074

DESCRIPTION
10' Wide Sanitary Sewer Easement

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

All that portion of Parcels 1, 2 and 3 per that Grant, Bargain and Sale Deed, filed for record on May 6, 1997 as Document Number 411893, being more particularly described as follows:

Beginning at a Point that bears South $11^{\circ}22'15''$ West 10.20 feet from the Northeast corner of said Parcel 3,

An area 10 feet wide, being 5.0 feet on each side of the following four(4) courses;

thence North $89^{\circ}56'12''$ West 283.12 feet;

thence South $47^{\circ}23'50''$ East 112.64 feet;

thence South $76^{\circ}00'00''$ East 55.87 feet;

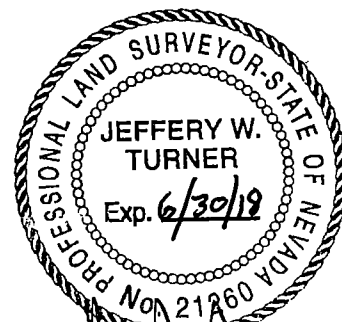
thence North $37^{\circ}19'23''$ West 70.17 feet to the Point of Termination of this easement.

Lengthen or shorten the side lines of this easement to meet the property lines.

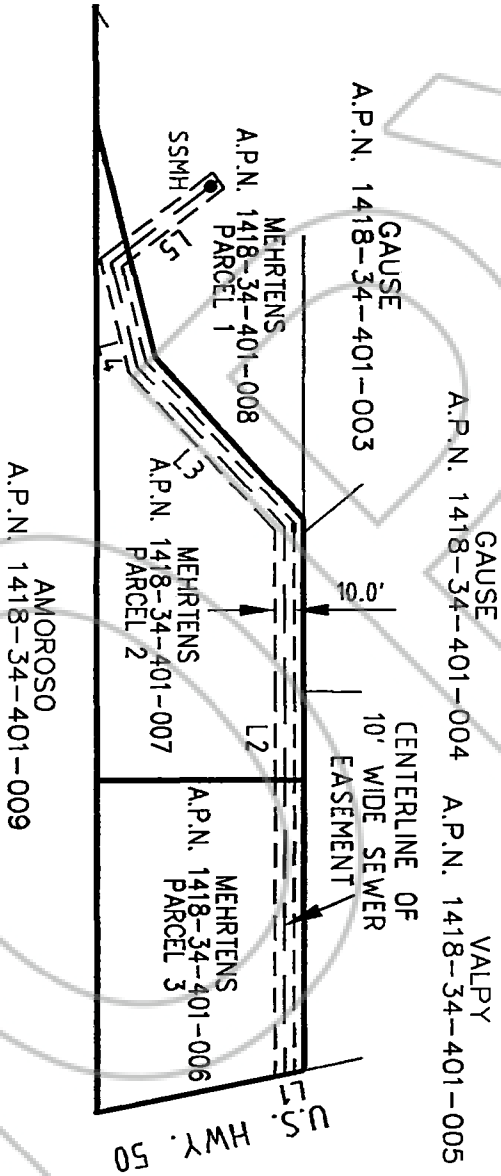
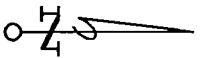
The Basis of Bearing for this description is that Grant, Bargain and Sale Deed, filed for record on May 6, 1997 as Document Number 411893.

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



1" = 100'



JA
TURNER & ASSOCIATES, INC.
 LAND SURVEYING

(775) 588-5658
 308 DOBIA COURT, SUITE 203
 ROUND HILL, NEVADA
 P.O. BOX 5067 - STATELINE, NEVADA 89449
 PROJECT FILE 13074



CENTER LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 1°22'15" W	10.20'
L2	N 89°56'12" W	283.12'
L3	N 47°23'50" E	112.64'
L4	N 76°00'00" E	55.87'
L5	N 37°19'23" W	70.17'