DOUGLAS COUNTY, NV Rec:\$35.00

Total:\$35.00 RO ANDERSON 2019-925081 01/28/2019 11:46 AM

Pgs=6

When Recorded Return to: Meggan and Greg Melandow 1321 Wilhelm Place Gardnerville, NV 89460

00086051201909250810060062

KAREN ELLISON, RECORDER

Assessor's Parcel No.: 1220-05-000-018

The party executing this document hereby affirms that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.030

REAL ESTATE EASEMENT AGREEMENT

THIS AGREEMENT is made on January 18, 2019 by and between Meggan and Greg Melandow of 1321 Wilhelm Place Gardnerville Nevada 89460, hereinafter ("Grantor"), and Stodieck Farm, LLC. Fred Stodieck Trustee, of 1367 Wilhelm Place Gardnerville Nevada 89460 hereinafter ("Grantee").

Recitals

A. The Grantor is the owner of certain real property commonly known as Parcel Number: 1220-05-000-018, at 1321 Wilhelm Place Gardnerville Nevada 89460, and more fully described as follows: See Exhibit "A" Private Driveway Access Easement and Parcel Map prepared by R.O. Anderson Engineering, Inc. attached hereto. (Servient Estate).

B. The Grantee is the owner of certain real property commonly known as Parcel 1A and Parcel 1B and Parcel 1C at 1367 Wilhelm Place Gardnerville Nevada 89460. Parcel No.1220-05-000-016, ("Dominant Estate").

C. The Grantee desires to acquire certain rights in the Servient Estate.

1. Grant of Easement

For valuable consideration, Grantor hereby grants to Grantee an easement on and across the following-described portion of the Servient Estate: Adell Court. See Exhibit "A" Private Driveway Access Easement and Parcel Map prepared by R.O. Anderson Engineering, Inc. Attached hereto.

2. Character of Easement

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in that the easement benefits the use and enjoyment of the Dominant Estate by Adell Court.

3. Duration and Binding Effect

The easement shall endure in perpetuity years. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

4. Purpose of Easement

The easement will benefit the Grantee by allowing driveway access to the 3 parcels on Adell Court.

5. Limitations

It is expressly agreed that the easement, lights, and privileges conveyed to Grantee are limited to egress and ingress to the 3 parcels on Adell Court.

6. Exclusiveness of Easement

The easement, rights, and privileges granted by this easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant, or nonexclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.

7. Grantor's Rights

Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by Grantee of the easement. Grantor's retained rights include, but are not limited to, the right to build and use the surface of the easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses. The Grantor further reserves the right to dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of Grantee in the easement. If the Grantor or any of Grantor's successors or assigns dedicates all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

8. Grantee's Rights and Duties

Grantee shall have the duty to repair and maintain the property subject to the easement and shall at all times keep the easement property free and open for the benefit of Grantor and any other concurrent user. Grantee shall at all times act so as to safeguard Grantor's property. Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.

9. Termination

This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, his/her heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.

10. Failure to Perform

Should Grantee fail to perform any covenant, undertaking, or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement

creating the easement shall be of no further effect. In such a case, within thirty days of receipt of a written demand from Grantor, Grantee shall execute and record all documents necessary to terminate the easement of record. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.

11. Entire Agreement

This instrument contains the entire agreement between the patties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

12. Attorney's Fees

If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

The parties have executed this agreement on the above mentioned date.

GRANTORS:

Greg Melandow

GRANTEE:

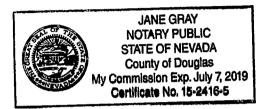
Stodieck Farm, LLC

Fred Stodieck Trustee

as tevstee

STATE OF Nevada) : ss COUNTY OF Douglas)

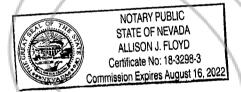
On this 27 day of January 2019, personally appeared before me, a Notary Public, MEGGAN MELANDOW, personally known or proved to me to be the person whose name is subscribed to the attached instrument, who acknowledged that she executed the foregoing instrument.



Notary Public

STATE OF Nevada) : ss COUNTY OF Douglas)

On this <u>22</u> day of January 2019, personally appeared before me, a Notary Public, GREG MELANDOW, personally known or proved to me to be the person whose name is subscribed to the attached instrument, who acknowledged that he executed the foregoing instrument.



Notary Public

STATE OF Nevada) : ss COUNTY OF Douglas)

On this <u>22</u> day of January 2019, personally appeared before me, a Notary Public, FRED STODIECK, TRUSTEE STODIECK FARM, LLC personally known or proved to me to be the person whose name is subscribed to the attached instrument, who acknowledged that he executed the foregoing instrument.

NOTARY PUBLIC
STATE OF NEVADA
ALLISON J. FLOYD
Certificate No: 18-3298-3
Commission Expires August 16, 2022

Notary Public

EXHIBIT "A" DESCRIPTION PRIVATE DRIVEWAY ACCESS EASEMENT

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

A strip of land for private driveway access purposes located within a portion of Parcel 2 as shown on the Parcel Map for The F. Stodieck Family Revocable Trust filed for record September 13, 2013 in the office of Recorder, Douglas County, Nevada as Document No. 830481, more particularly described as follows:

BEGINNING at the northeasterly corner of said Parcel 2;

thence along the easterly boundary of said Parcel 2, South 11°29'26" West, 50.00 feet;

thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 50.00 feet, central angle of 47°59'12", arc length of 41.88 feet and chord bearing and distance of North 54°30'58" West, 40.66 feet;

thence along the arc of a curve to the left, having a radius of 15.00 feet, central angle of 60°00'00", arc length of 15.71 feet and chord bearing and distance of North 60°31'22" West, 15.00 feet.

thence South 89°28'38" West, 140.02 feet

thence South 53°31'22" West, 190.46 feet to a point on the easterly boundary of an existing 50-foot shared private access easement per said Document No. 830481;

thence along said shared private access easement, North 00°25'41" West, 21.64 feet to a point on the northerly boundary of said Parcel 2;

thence along said northerly boundary of Parcel 2, North 53°31'22" East, 183.41 feet:

thence continuing along said northerly boundary of Parcel 2, North 89°28'38" East 201.99 feet to the **POINT OF BEGINNING**, containing 7,615 square feet, more or less.

The Basis of Bearing of this description is identical to the Parcel Map for The F. Stodieck Family Revocable Trust filed for record September 13, 2013 in the office of Recorder, Douglas County, Nevada as Document No. 830481.

Prepared By:

R.O. ANDERSON ENGINEERING, INC. Matthew P. Bernard, P.L.S. 11172 P.O. Box 2229 Minden, Nevada 89423

1-22-19

