



KAREN ELLISON, RECORDER

APN: 1318-10-310-082

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

ALLING & JILLSON, LTD.  
Post Office Box 3390  
Zephyr Cove, NV 89449

Pursuant to *NRS 239B.030*, I, the undersigned, affirm that this document submitted for recording does not contain the social security number of any person or persons.

**SEWER LATERAL EASEMENT  
AND  
MAINTENANCE AGREEMENT**

**THIS SEWER LATERAL EASEMENT AND MAINTENANCE AGREEMENT** (the "Agreement") is effective this 15 day of July, 2020, by and between TILTON FAMILY PARTNERS, A CALIFORNIA LIMITED PARTNERSHIP ("TFP"), owner of Adjusted Lots 6 and 7, and TILTON FAMILY PARTNERS, A CALIFORNIA LIMITED PARTNERSHIP, owner of Adjusted Lots 4 and 5.

**WITNESSETH:**

**WHEREAS**, TFP owns that certain real property situate in Douglas County, Nevada, commonly identified as 710 Lincoln Highway, Zephyr Cove, Assessor's Parcel Number 1318-10-310-082 (hereinafter the "Old TFP Parcel"); and

**WHEREAS**, TFP has recorded a "Record of Survey Supporting a Boundary Line Adjustment For Tilton Family Partners" in the Official Records of Douglas County, Nevada, as Document Number 2020-950784 (the "New Map"), which is incorporated herein by reference;

**WHEREAS**, the boundary lines of the Old TFP Parcel have been adjusted, resulting in the creation of Adjusted Lots 4, 5, 6, and 7;

**WHEREAS**, an underground sanitary sewer lateral exists that provides service to both Adjusted Lots 6 and 7 and Adjusted Lots 4 and 5; and,

ALLING & JILLSON, LTD.  
Attorneys at Law

**WHEREAS**, TFP, as the owner of Adjusted Lots 6 and 7, desires to grant to TFP, as the owner of Adjusted Lots 4 and 5, a sewer utility easement, which right constitutes a burden on Adjusted Lots 6 and 7.

**NOW THEREFORE**, in consideration of the mutual covenants and promises of the parties hereto and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Grant of Easement.** TFP, as the owner of Adjusted Lots 6 and 7, does hereby grant to TFP, as the owner of Adjusted Lots 4 and 5, and its successors and assigns, a perpetual non-exclusive easement and right-of-way for access to and maintenance of, including repair and replacement, that sanitary sewer lateral line and its necessary appurtenances, as more particularly described on **Exhibit 1** attached hereto (the "Easement Area").
2. **Cost and Expenses.** TFP, as the owner of Adjusted Lots 6 and 7, and TFP, as the owner of Adjusted Lots 4 and 5, shall equally share in the cost of maintenance, repair, and replacement of the sanitary sewer lateral line and appurtenances.
3. **Run with the Land.** The easement granted herein shall run with the land and shall be binding on the successors and assigns of the parties hereto.
4. **Cooperation and Non-Obstruction.** TFP, as the owner of Adjusted Lots 6 and 7, and TFP, as the owner of Adjusted Lots 4 and 5, hereby mutually agree that each shall use the rights granted above, with due regard to the rights granted to the other and the others' use thereof, and shall not block access to the Easement Area, or impair the rights of the other to use the same.
5. **Structures.** TFP, as the owner of Adjusted Lots 6 and 7, and TFP, as the owner of Adjusted Lots 4 and 5, hereby mutually agree not to erect or cause or permit to be erected on the Easement Area any buildings or structures, whether permanent or temporary, except the sanitary sewer lateral line and necessary appurtenances thereto.
6. **Scope.** TFP, as the owner of Adjusted Lots 6 and 7, and TFP, as the owner of Adjusted Lots 4 and 5, hereby mutually agree to use the Easement Area for residential purposes only.
7. **Waiver.** Any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof by a written instrument duly executed by such party.

8. Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the internal laws of the State of Nevada without regard to conflicts of laws principles.

9. Jurisdiction and Venue. Venue for any dispute in connection with this Agreement shall be exclusively in the courts of Douglas County, Nevada, and the parties hereto do hereby consent to jurisdiction in Douglas County, Nevada.

10. Attorney's Fees. In the event a party hereto is required to retain an attorney to enforce any part of this Agreement, the prevailing party in any such action shall be entitled to an award of attorney's fees and court costs in addition to any other relief afforded by the court.

11. Entire Agreement. This instrument and any exhibit or schedule explicitly incorporated herein by reference contains the entire agreement between the parties with respect to the transaction contemplated and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have set their hand on the day and date first above written.

**"TFP"**

TILTON FAMILY PARTNERS  
A CALIFORNIA LIMITED PARTNERSHIP

TILTON INVESTMENTS, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY,  
ITS GENERAL PARTNER

By:   
PETER TILTON, Manager

ALLING & JILLSON, LTD.  
ATTORNEYS AT LAW

**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 )

COUNTY OF Los Angeles<sup>SS.</sup>

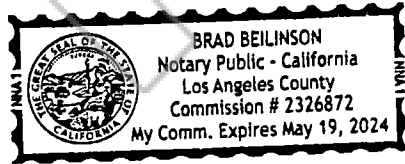
On 7/15/20 before me, BRAD BEILINSON, Notary Public

(insert name and title of the officer)  
personally appeared PETER TZEYON, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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 under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Brad Beilinson (Seal)



June 18, 2020  
19006

EASEMENT  
DESCRIPTION

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

All that portion of the Southwest  $\frac{1}{4}$  of Section 10, T13N, R18E, M.D.M., more particularly described as follows:

All that portion of Adjusted Lots 6 & 7 per that Quitclaim Deed for Boundary Line Adjustment, filed for record on November 29, 2018 as Document Number 2018-923016, and shown on that Record of Survey Supporting a Boundary Line Adjustment, filed for record on November 29, 2018 as Document No. 2018-923014,

Beginning at a Point on the Property Line common to said Adjusted Lots 6 & 7 and Adjusted Lots 4 & 5 per said Quitclaim Deed for Boundary Line Adjustment, filed for record on November 29, 2018 as Document Number 2018-923016, said Point bears North  $17^{\circ}06'55''$  West 140.45 feet from the Southerly corner common to said Adjusted Lots 6 & 7 and Adjusted Lots 4 & 5;

thence North  $45^{\circ}19'45''$  West 30.77 feet;

thence North  $05^{\circ}44'35''$  East 1.18 feet;

thence North  $84^{\circ}15'25''$  West 1.46 feet;

thence North  $45^{\circ}19'45''$  West 2.47 feet;

thence North  $37^{\circ}39'21''$  West 29.17 feet;

thence North  $15^{\circ}39'52''$  West 16.21 feet;

thence North  $02^{\circ}54'33''$  West 33.34 feet;

thence North  $10^{\circ}01'10''$  West 17.31 feet to the Northerly Property

Line of said Adjusted Lots 6 & 7;

thence along said Northerly Property line of Adjusted Lots 6 & 7

North  $75^{\circ}55'33''$  East 10.03 feet;

thence leaving said Northerly Property line of Adjusted Lots 6 & 7

South  $10^{\circ}01'10''$  East 18.64 feet;

thence South  $02^{\circ}54'33''$  East 32.84 feet;

thence South  $15^{\circ}39'52''$  East 13.15 feet;

thence South  $37^{\circ}39'21''$  East 26.56 feet;

thence South 45°19'45" East 15.82 feet to said Property line common to Adjusted Lots 6 & 7 and Adjusted Lots 4 & 5;

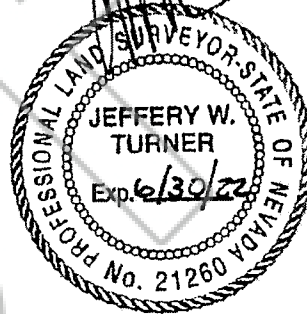
thence along said Property line common to Adjusted Lots 6 & 7 and Adjusted Lots 4 & 5 South 17°06'55" East 21.15 feet to the Point of Beginning.

Containing 1,190 sq. ft., more or less.

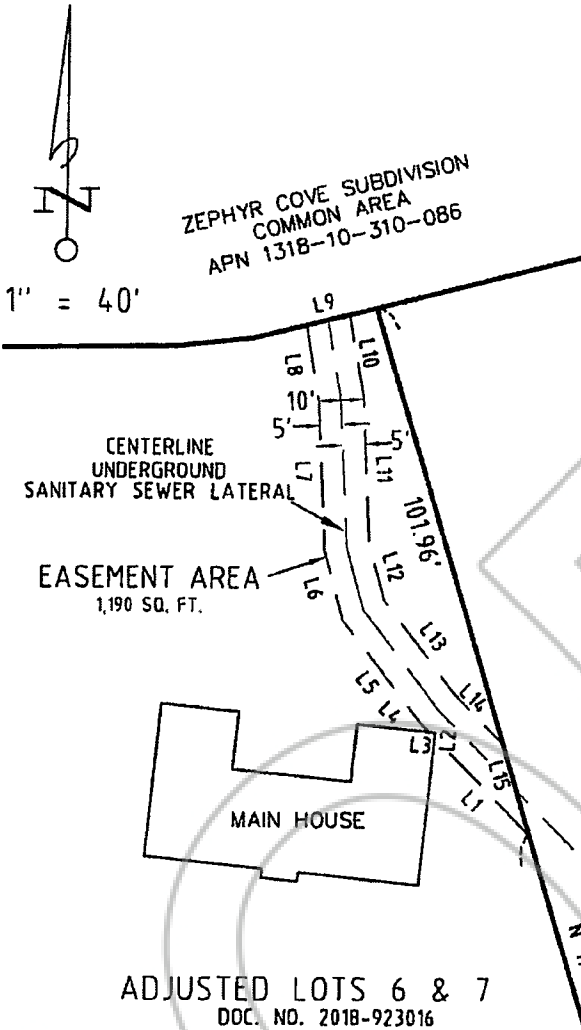
The Basis of Bearing for this description is said Record of Survey Supporting a Boundary Line Adjustment, filed for record on November 29, 1918 as Document No. 2018-923014.

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



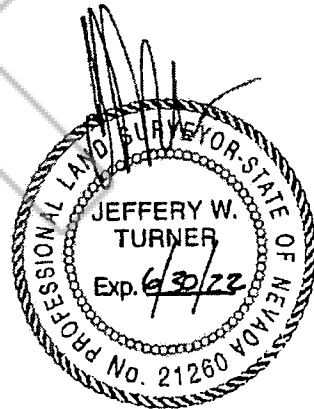
DATE 6/2020 JOB No. 19212  
 PROJECT SEWER EASEMENT EXHIBIT  
 BY SW PAGE 1 OF 1  
 710 LINCOLN HWY., DOUGLAS CO., NV  
 A.P.N. 1318-10-310-082



**TA** **TURNER & ASSOCIATES, INC.**

LAND SURVEYING  
 (775) 588-5658  
 308 DORLA COURT, SUITE 203  
 ROUND HILL, NEVADA  
 P.O. BOX 5067 - STATELINE, NEVADA 89449  
 PROJECT FILE 11XXX19006

ADJUSTED LOTS 4 & 5  
 DOC. NO. 2019-923016



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 45°19'45" W	30.77'
L2	N 05°44'35" E	1.18'
L3	N 84°15'25" W	1.46'
L4	N 45°19'45" W	2.47'
L5	N 37°39'21" W	29.17'
L6	N 15°39'52" W	16.21'
L7	N 02°54'33" W	33.34'
L8	N 10°01'10" W	17.31'
L9	N 75°55'33" E	10.03'
L10	N 10°01'10" W	18.64'
L11	N 02°54'33" W	32.84'
L12	N 15°39'52" W	13.15'
L13	N 37°39'21" W	26.56'
L14	N 45°19'45" W	15.82'
L15	N 17°06'55" W	21.15'