



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.

**DRIVEWAY EASEMENT
AND
MAINTENANCE AGREEMENT**

THIS DRIVEWAY 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, a common driveway exists that allows access to Adjusted Lots 4, 5, 6, and 7 as illustrated on the New Map (the "Common Driveway"); and,

ALLING & JILLSON, LTD.
ATTORNEYS AT LAW

WHEREAS, TFP, as the owner of Adjusted Lots 4 and 5, desires to grant to TFP, as the owner of Adjusted Lots 6 and 7, an easement for access to and use of a portion of the Common Driveway, which right constitutes a burden on Adjusted Lots 4 and 5;

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, an easement for access to and use of a portion of the Common Driveway, 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 Easements. TFP, as the owner of Adjusted Lots 4 and 5, and TFP, as the owner of Adjusted Lots 6 and 7 desires to create permanent easements permitting and enabling present and future owners of Adjusted Lots 4 and 5 and Adjusted Lots 6 and 7, their heirs, successors, and assigns to pass over portions of both Adjusted Lots 4 and 5 and Adjusted Lots 6 and 7 for the purpose of ingress and egress to Adjusted Lots 4 and 5 and Adjusted Lots 6 and 7 for pedestrian and motor vehicle use. TFP further desires to set forth the terms and conditions for the maintenance, repair, and replacement of the Common Driveway located within such easement.

1.1 Grant of Easement. TFP, as the owner of Adjusted Lots 4 and 5, hereby grants to TFP, as the owner of Adjusted Lots 6 and 7, and to its successors and assigns, a perpetual, non-exclusive access easement for vehicular and pedestrian ingress and egress as well as the maintenance, repair, and/or replacement, as necessary, of a portion of the Common Driveway over and across Adjusted Lots 4 and 5 (the "Adjusted Lots 4 and 5 Driveway Easement"), such Common Driveway Easement being more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference. This Common Driveway Easement is appurtenant to, and for the use and benefit of Adjusted Lots 6 and 7.

1.2 Grant of Easement. TFP, as the owner of Adjusted Lots 6 and 7, hereby grants to TFP, as the owner of Adjusted Lots 4 and 5, and to its successors and assigns, a perpetual, non-exclusive access easement for vehicular and pedestrian ingress and egress as well as the maintenance, repair, and/or replacement, as necessary, of a portion of the Common Driveway over and across Adjusted Lots 6 and 7 (the "Adjusted Lots 6 and 7 Driveway Easement"), such Common Driveway Easement being more particularly described in **Exhibit B** attached hereto and incorporated herein by this reference. This Common Driveway Easement is appurtenant to, and for the use and benefit of Adjusted Lots 4 and 5.

2. Cost and Expenses. TFP, as the owner of Adjusted Lots 4 and 5, shall be responsible for fifty percent (50%) of all maintenance, repair, and replacement costs incurred in connection with the both Common Driveway Easements set forth in Sections 1.1 and 1.2, above. TFP, as the owner of Adjusted Lots 6 and 7 shall equally share the other fifty percent (50%) of all maintenance, repair, and replacement costs incurred in connection with both the Common Driveway Easements set forth in Sections 1.1 and 1.2, above.

All other portions of the costs for maintenance, repair, and replacement of the driveway, except as located upon the Common Driveway Easements, shall be the sole cost and expense of the owner of the parcel upon which that portion of the remainder of the driveway is located. TFP, as the owner of Adjusted Lots 4 and 5, and TFP, as the owner of Adjusted Lots 6 and 7, agree and covenant that the Common Driveway Easements shall be maintained and repaired in a prudent and reasonable fashion so that they are at all times suitable for their purpose and maintain an appearance the same as originally constructed or as otherwise agreed between the owners of the same.

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.

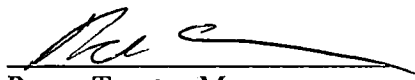
IN WITNESS WHEREOF, the parties hereto have set their hand on the day and date first above written.

"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 ^{SS.}

On 7/15/20 before me, BRAD BEILINSON, Notary Public
(insert name and title of the officer)
personally appeared PETER TILTON, 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)

July 20, 2020
19006

Exhibit "A"
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:

Being a portion of Adjusted Lot 4, Block F and Adjusted Lot 5, Block F per that Quitclaim Deed for Boundary Line Adjustment, filed for record on November 29, 2018 as Document Number 2018-923016, and as shown on that Record of Survey Supporting a Boundary Line Adjustment for Tilton Family Partners, filed for record on November 29, 2018 as Document Number 2018-923014,

Beginning at a point that bears South $57^{\circ}04'27''$ West 8.65 feet from the Southeast corner of said Adjusted Lot 4;

thence from South $57^{\circ}04'27''$ West 45.44 feet;

thence South $80^{\circ}14'25''$ West 9.44 feet;

thence along a non-tangent curve concave to the South, having a radius of 275.94 feet, a central angle of $13^{\circ}51'34''$ and an arc length of 66.75 feet, the chord of said curve bears South $74^{\circ}28'58''$ West 66.59 feet;

thence South $70^{\circ}12'41''$ West 12.71 feet;

thence along a non-tangent curve concave to the North, having a radius of 43.92 feet, a central angle of $49^{\circ}42'25''$ and an arc length of 38.11 feet, the chord of said curve bears South $88^{\circ}00'51''$ West 36.92 feet;

thence North $58^{\circ}37'43''$ West 16.38 feet;

thence North $49^{\circ}09'28''$ West 11.19 feet to the Property Line common to said Adjusted Lot 5 and Adjusted Lot 6, Block F, per said Quitclaim Deed for Boundary Line Adjustment, bearing North $17^{\circ}06'55''$ West 58.22 feet from the Southerly Property Corner common to said Adjusted Lot 5 and said Adjusted Lot 6;

thence along said Property Line common to said Adjusted Lot 5 and said Adjusted Lot 6 North $17^{\circ}06'55''$ West 47.91 feet;

thence leaving said property line common to said Adjusted Lot 5 and said Adjusted Lot 6 North $50^{\circ}03'28''$ East 4.08 feet;

thence South $50^{\circ}53'07''$ East 11.93 feet;

thence South $00^{\circ}24'30''$ West 8.85 feet;

thence South $13^{\circ}12'11''$ East 11.22 feet;

thence South 36°37'20" East 4.93 feet;
thence along a non-tangent curve concave to the Northeast, having a radius of 37.68 feet, a central angle of 75°33'29" and an arc length of 49.69 feet, the chord of said curve bears South 59°51'26" East 46.16 feet;
thence North 78°00'26" East 21.61 feet;
thence North 74°27'28" East 45.39 feet;
thence North 72°39'39" East 77.95 feet to the Point of Beginning.

Containing 2,210 square feet, more or less.

The Basis of Bearing for this description is said Record of Survey Supporting a Boundary Line Adjustment for Tilton Family Partners, filed for record on November 29, 2018 as Document Number 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



EXHIBIT "A-1"

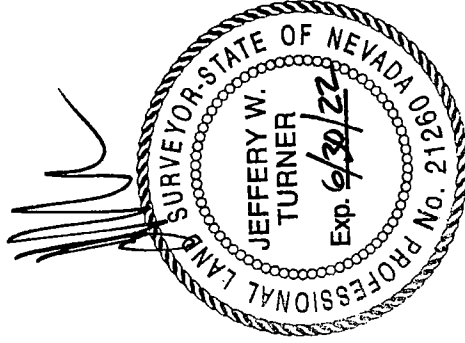
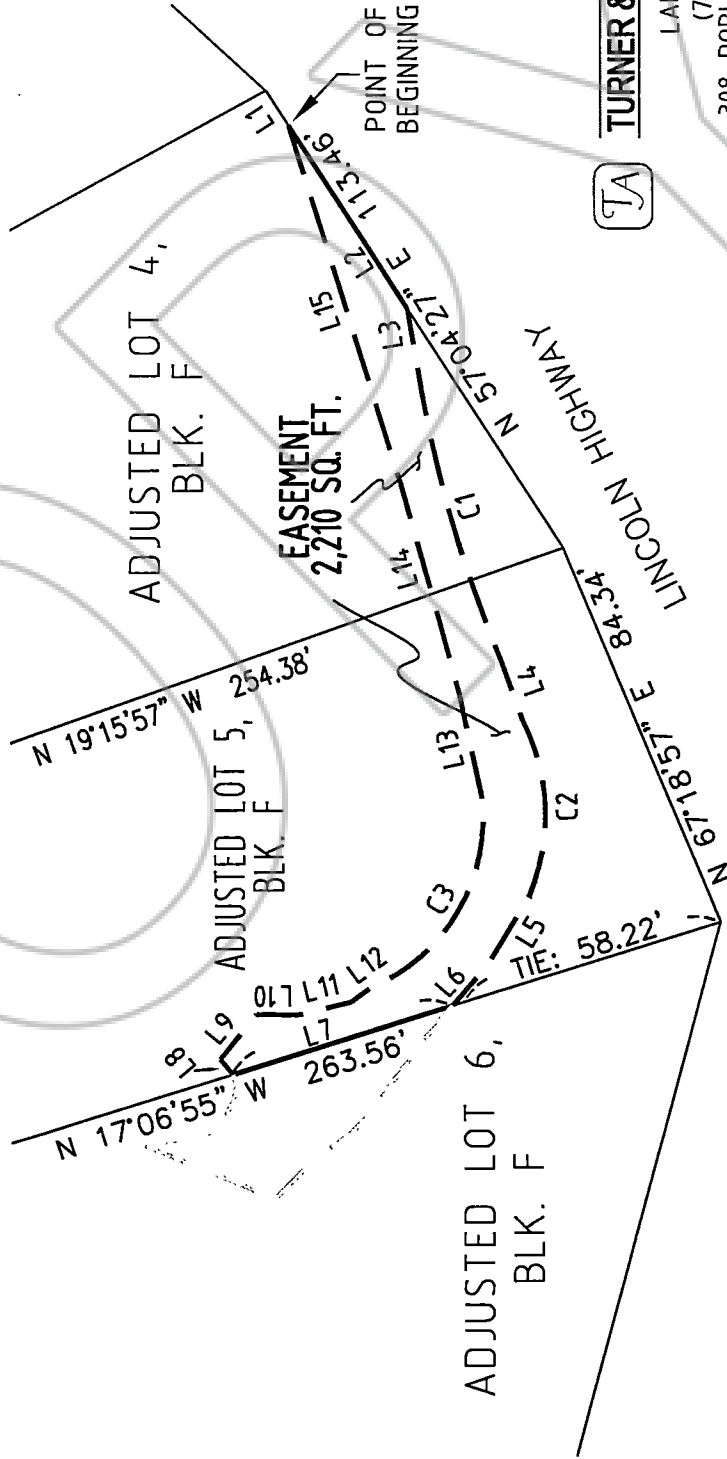
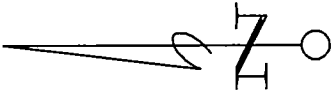
| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 57°04'27" E | 8.65' |
| L2 | N 57°04'27" E | 45.44' |
| L3 | N 80°14'25" E | 9.44' |
| L4 | N 70°12'41" E | 12.71' |
| L5 | N 58°37'43" W | 16.38' |
| L6 | N 49°09'28" W | 11.19' |
| L7 | N 17°06'55" W | 47.91' |
| L8 | N 50°03'28" E | 4.08' |
| L9 | N 50°53'07" W | 11.93' |
| L10 | N 00°24'30" E | 8.85' |
| L11 | N 13°12'11" W | 11.22' |
| L12 | N 36°37'20" W | 4.93' |
| L13 | N 78°00'26" E | 21.61' |
| L14 | N 74°27'28" E | 45.39' |
| L15 | N 72°39'39" E | 77.95' |

DATE 07/2020 JOB No. 19006
 PROJECT EXHIBIT
 BY SW PAGE 1 OF 1

710 LINCOLN HIGHWAY, DOUGLAS CO., NV
 A.P.N. 1318-10-310-082

| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD | BEARING | CHORD LENGTH |
|-------|------------|---------|-------------|---------------|---------|--------------|
| C1 | 66.75' | 275.94' | 13°51'34" | N 74°28'58" E | 66.59' | |
| C2 | 38.11' | 43.92' | 49°42'25" | N 88°00'51" E | 36.92' | |
| C3 | 49.69' | 37.68' | 75°33'29" | N 59°51'26" W | 46.16' | |

1" = 40'



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 19006

July 20, 2020 19006

Exhibit "B"
Easement Description

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

All that portion of the Southwest ¼ of Section 10, T13N, R18E, M.D.M., more particularly described as follows:

Being a portion of Adjusted Lot 6, per that Quitclaim Deed for Boundary Line Adjustment, filed for record on November 29, 2018 as Document Number 2018-923016, and as shown on that Record of Survey Supporting a Boundary Line Adjustment for Tilton Family Partners, filed for record on November 29, 2018 as Document Number 2018-923014,

Beginning at a Point on the Property Line common to said Adjusted Lot 6, and Adjusted Lot 6, Block F, per said Quitclaim Deed for Boundary Line Adjustment, that bears North 17°06'55" West 58.22 feet from the Southerly Property Corner common to said Adjusted Lot 6 and said Adjusted Lot 5;

thence North 49°09'28" West 7.96 feet;

thence North 53°05'26" West 22.59 feet;

thence North 39°02'47" West 16.09 feet;

thence North 45°52'57" West 8.29 feet;

thence North 22°34'46" East 29.66 feet;

thence South 01°55'08" East 6.41 feet;

thence along a non-tangent curve concave to the Northeast having a radius of 13.63 feet, a central angle of 80°30'26" and an arc length of 19.15 feet, the chord of said curve bear South 42°51'11" East 17.61 feet;

thence North 74°52'25" East 2.58 feet to said Property Line common to said Adjusted Lot 6 and Adjusted Lot 5;

thence along said Property Line common to said Adjusted Lot 6 and said Adjusted Lot 5 South 17°06'55" East 47.91 feet to the Point of Beginning.

Containing 917 square feet, more or less.

The Basis of Bearing for this description is said Record of Survey Supporting a Boundary Line Adjustment for Tilton Family Partners, filed for record on November 29, 2018 as Document Number 2018-923014.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner & Associates, Inc. Land Surveying
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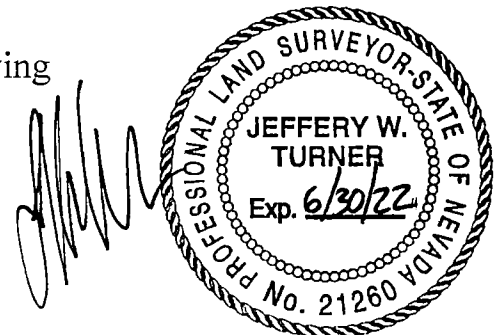
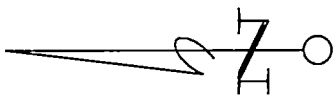


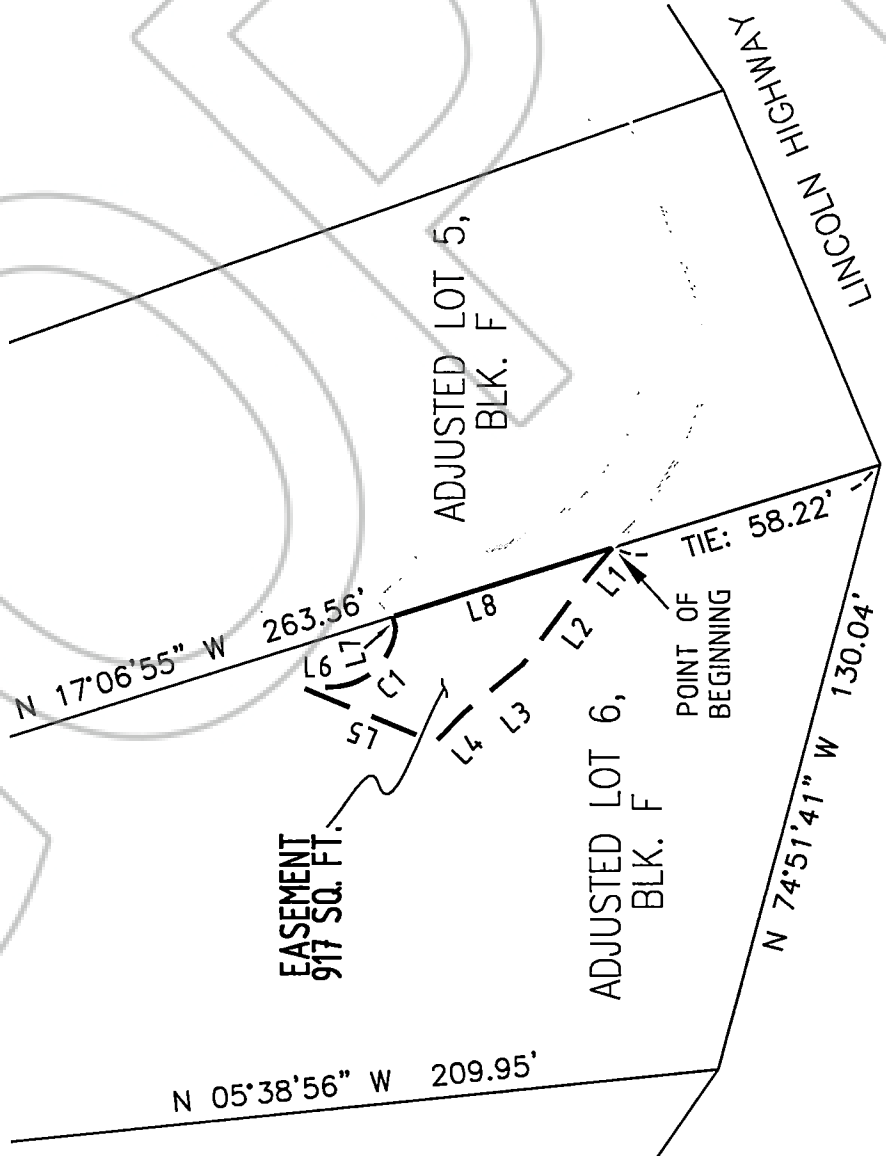
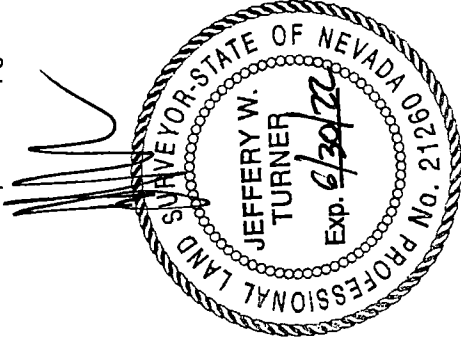
EXHIBIT "B-1"

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 49°09'28" W | 7.96' |
| L2 | N 53°05'26" W | 22.59' |
| L3 | N 39°02'47" W | 16.09' |
| L4 | N 45°52'57" W | 18.29' |
| L5 | N 22°34'46" E | 129.66' |
| L6 | N 01°55'08" W | 6.41' |
| L7 | N 74°52'25" E | 2.58' |
| L8 | N 17°06'55" W | 4.791' |

| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|------------|--------|-------------|---------------|--------------|
| C1 | 19.15' | 13.63' | 80°30'26" | N 42°51'11" W | 17.61' |



1" = 40'



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 BY SW PAGE 1 OF 1
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