

APNs 1318-10-417-048 and 052

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Feldman Thiel LLP
Attn: Kara L. Thiel
P.O. Box 1309
Zephyr Cove, NV 89448

RETAINING WALL ENCROACHMENT EASEMENT AGREEMENT

This Retaining Wall Encroachment Easement Agreement (“Agreement”) is made and entered into as of this 2nd day of October, 2020 (“Effective Date”), by and between BUCHE-CORBY, LLC SERIES 626 ONLY, a Nevada series limited liability company (“626 LLC”), and BUCHE-CORBY, LLC SERIES 611 ONLY, a Nevada series limited liability company (“611 LLC”), (collectively, the “Parties”) with reference to the following facts and intentions:

RECITALS

A. 626 LLC is the owner of that certain real property located at 626 Lakeview Boulevard in Zephyr Heights, Douglas County, Nevada, commonly known as Assessor’s Parcel Number (APN) 1318-10-417-048, which is more particularly described in **Exhibit “A”**, attached hereto and incorporated herein by this reference (“626 Property”). The 626 Property is developed with a residential duplex.

B. 611 LLC is the owner of that certain real property located at 611 Highway 50 in Zephyr Heights, Douglas County, Nevada, commonly known as Assessor’s Parcel Number (APN) 1318-10-417-052, which is more particularly described in **Exhibit “B”**, attached hereto and incorporated herein by this reference (“611 Property”). The 611 Property is developed with a restaurant.

C. A portion of an existing boulder retaining wall and landscaping that serve the 611 Property encroaches onto the 626 Property (“Encroachment”).

D. 626 LLC and 611 LLC desire to formalize the Encroachment in the form of an easement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. 626 LLC hereby grants to 611 LLC an exclusive easement over, through and across the 626 Property in the location described in **Exhibit “C”** and depicted in **Exhibit “D”**, both of which are attached hereto and incorporated herein by reference (“Easement Area”), for the purpose of locating, constructing, maintaining and repairing the Encroachment in form and size that exists as of the Effective Date (“Easement”).

2. Maintenance of Easement Area. 611 LLC shall maintain, at its sole cost and expense, the Encroachment within the Easement Area in good repair and safe condition at all times.

3. Indemnity. 611 LLC shall indemnify, defend and hold harmless 626 LLC, its directors, elected officials, officers, agents and employees, from and against any and all claims, damages, losses, liabilities and expenses, including attorneys’ fees and costs, which arise out of, relate to or result from 611 LLC’s use of the Easement, including construction, reconstruction, operation, repair or maintenance of the Easement Area, or breach of its obligations under this Agreement, except to the extent any liability, claim, damage, loss, cost or expense is caused by 626 LLC’s negligence or willful misconduct.

3. Covenants Running with the Land. This Agreement and the rights, duties and obligations of the Parties shall be construed as covenants running with the land, or equitable servitudes, as the case may be.

4. General Provisions.

a. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

b. Governing Law. The validity and interpretation of this Agreement shall be governed by the laws of the State of Nevada without giving effect to the principles of conflict of laws, with venue for all purposes to be proper only in the Ninth Judicial District, in and for Douglas County, State of Nevada.

c. Severability. If any term, provision, covenant or condition of this Agreement is determined to be unenforceable by a court of competent jurisdiction, it is the Parties’ intent that the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated by such a determination.

d. Attorneys’ Fees. If any arbitration or action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover actual attorneys’ fees which may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys’ fees to be awarded shall be made to fully reimburse for all attorneys’ fees, paralegal fees, costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the

Parties to fully compensate for all attorneys' fees, paralegal fees, costs and expenses paid or incurred in good faith.

e. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

f. Good Faith. The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Agreement and to execute such further instruments and documents as are necessary or appropriate to effectuate all of the terms and conditions of this Agreement.

g. Waiver. The waiver of any breach of any provision of this Agreement by either Party to this Agreement shall not be deemed to be a waiver of any proceeding or subsequent breach under the Agreement, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

h. Entire Agreement and Amendment. This Agreement contains the entire understanding and agreement of the Parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature binding except as stated in this Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each Party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Remainder of Page Intentionally Left Blank.

[Signature Pages Follow]

BUCHE-CORBY, LLC SERIES 611 ONLY,
a Nevada series limited liability company

By: Buche-Corby Living Trust, Series Manager

George C. Corby TRUSTEE
George C. Corby, Trustee

Pamela Buche-Corby
Pamela Buche-Corby, Trustee

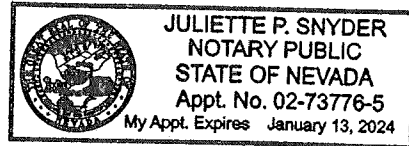
ACKNOWLEDGMENT

STATE OF Nevada)
)ss
COUNTY OF Douglas)

On October 2, 2020, before me, Juliette P. Snyder, Notary Public in and for the County and State, personally appeared George C. Corby and Pamela Buche Corby, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~ are subscribed to the within Agreement and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity (ies), and that by ~~his~~ her/their signature(s) on the Agreement the person(s), or the entity upon behalf of which the person(s) acted, executed the Agreement.

WITNESS my hand and official seal.

Juliette P. Snyder
Signature



(Seal)

End.

EXHIBIT "A"

Legal Description
APN 1318-10-417-048

The land referred to herein is situated in the County of Douglas, State of Nevada, and described as follows:

PARCEL A OF LOT 4, AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED AUGUST 17, 1978, IN BOOK 878 OF OFFICIAL RECORDS AT PAGE 1489, DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 24244, BEING A PORTION OF LOT 4, IN BLOCK 1, AS SHOWN ON THE MAP OF ZEPHYR HEIGHTS SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JULY 05, 1947, AS DOCUMENT NO. 5160.

EXHIBIT "B"

Legal Description
APN 1318-10-417-052

The land referred to herein is situated in the County of Douglas, State of Nevada, and described as follows:

PARCEL B OF LOT 4, AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED AUGUST 17, 1978, IN BOOK 878 OF OFFICIAL RECORDS AT PAGE 1489, DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 24244, BEING A PORTION OF LOT 4, IN BLOCK 1, AS SHOWN ON THE MAP OF ZEPHYR HEIGHTS SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JULY 05, 1947, AS DOCUMENT NO. 5160.

EXHIBIT "C"

September 29, 2020
20155

Easement Description
20' Wide

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

Being a portion of Parcel 'A' per that Parcel Map for Henry and Florence Kusel, filed for record on August 17, 1978 as Document Number 24244,

An area 20 feet in width being parallel with and adjacent with the Southwest property line of said Parcel 'A', said property line being a common property line with Parcel 'B' per said Parcel Map.

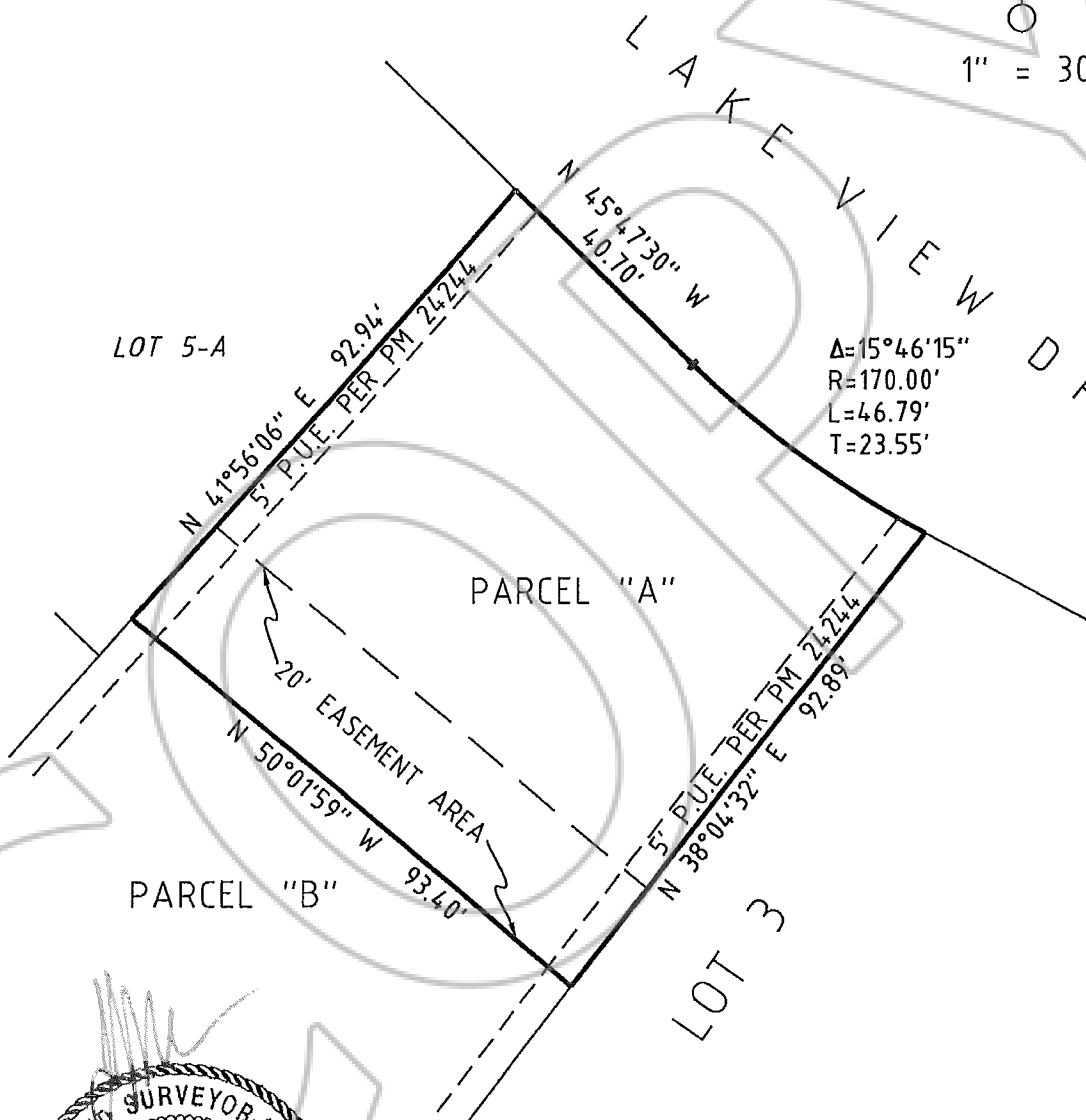
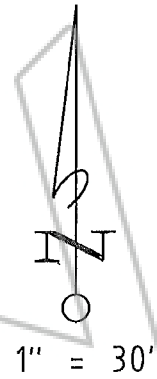
Note: Refer this description to your title company before incorporating into any legal document.

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



DATE 9/2020 JOB No. 20155
 PROJECT EASEMENT EXHIBIT
 BY SW PAGE 1 OF 1
 626 LAKEVIEW BLVD, DOUGLAS CO., NV
 A.P.N. 1318-10-417-048

EXHIBIT "D"



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 20155