

THIS LICENSE AGREEMENT, made this 28th day of April, 1976, between H. F. DANGBERG LAND & LIVE STOCK COMPANY, a Nevada corporation, hereinafter referred to as "Owner", and C. E. SWIFT, hereinafter referred to as "Licensee".

W I T N E S S E T H:

WHEREAS, Owner owns certain lands in Douglas County, Nevada, which includes the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) of Section 1, T12N, R20E, MDB & M, across which runs an unimproved private road known as the Fish Springs Road; and

WHEREAS, Licensee is the owner of lands known as Fish Springs Subdivision and recorded as Document No. 68451, in Book No. 873 at Page 1006, on August 30, 1973; and

WHEREAS, said Fish Springs road affords a convenient access to Licensee's Fish Springs Subdivision, and the parties wish to establish that any previous use of said road has been by the express or implied permission of Owner without legal right of Licensee to use said road except by the license of the Owner, and further, that both parties desire an express license be established for a specific time period.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, Owner and Licensee do hereby agree as follows:

1. Owner agrees that Licensee, his heirs, assigns, and those who have or will purchase portions of Licensee's Fish Springs Subdivision, may without further license on Owner's part use and enjoy the said Fish Springs Road across Owner's property for the purpose of ingress and egress to and from Licensee's property for a period of five (5) years from the

date of this Agreement and thereafter until this Agreement shall be terminated, by Owner giving Licensee thirty (30) days' written notice of termination.

2. Licensee, his heirs and assigns, agree to accept full responsibility for maintaining the road without cost or expense to Owner.

3. Owner, at its own expense, reserves the right to change the present alignment of the road across its property, provided that the road as realigned will continue to provide ingress and egress to Licensee's property during the term of this agreement.

4. Owner shall not be liable to Licensee or to any other person or persons for any injury or damage that may result to any person or property by or from any cause whatsoever in or on the said premises or arising from or out of the use of said premises and Licensee agrees to hold Owner harmless from and defend the Owner against any and all claims or liability for any injury or damage to any person or property whatsoever occurring in or on the premises or occurring as a result of the use of the roadway.

5. In consideration of the foregoing license, Licensee will, on or before the 10th day of January in every year during the continuance of this Agreement, pay to Owner the sum of Ten Dollars (\$10.00), if demanded, as an acknowledgment that the enjoyment and use of said road across Owner's property is pursuant to this Agreement, and not otherwise.

6. The burden and benefit of this Agreement are intended, so far as may be, to attach and run with the properties of Owner and Licensee, respectively.

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

OWNER:

H. F. DANGBERG LAND & LIVE STOCK COMPANY

By Jean C. Sanford, V. Pres.

LICENSEE:

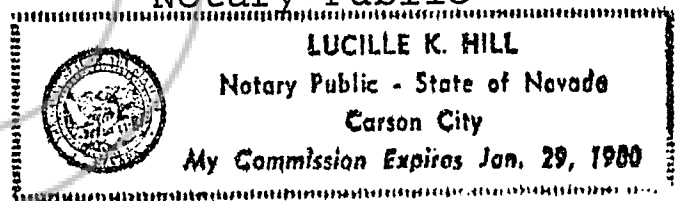
C. E. Swift

C. E. Swift

STATE OF NEVADA)
CARSON CITY) ss.
COUNTY OF DOUGLAS)

On this the 28th day of April, 1976, before me, Lucille K. Hill, a Notary Public, personally appeared Jean C. Sanford, known to me to be the Vice President of H. F. DANGBERG LAND & LIVE STOCK COMPANY, who acknowledged that he executed the above instrument on behalf of said corporation.

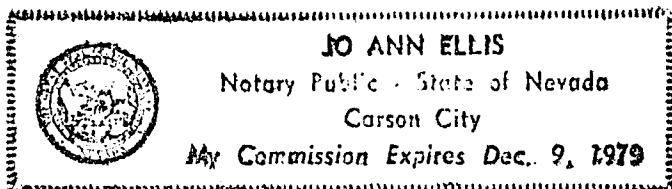
Lucille K. Hill
Notary Public



STATE OF NEVADA)
Carson City) ss.
COUNTY OF DOUGLAS)

On this the 28th day of April, 1976, before me, Jo Ann Ellis, a Notary Public, personally appeared C. E. Swift, known to me to be the person whose name is subscribed to the within instrument and who acknowledged that he executed said instrument.

Jo Ann Ellis
Notary Public



REQUESTED BY

C. E. Swift

IN OFFICIAL RECORDS OF

Pl. 00pd

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DOUGLAS CO. NEV.
PATRICIA J. WILLIAMS
RECORDER

Regina Mison

Deputy

COPY

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