

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made by and between LANDWICK PROPERTIES, a California general partnership, hereinafter "GRANTOR", and MINDEN-GARDNERVILLE SANITATION DISTRICT, a general improvement district of the State of Nevada, hereinafter "GRANTEE",

Witnesseth:

For and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, GRANTOR hereby grants to GRANTEE a permanent easement and right of way for a subterranean sanitary sewer pipeline under the land herein described, together with the perpetual right to enter upon said land to construct, reconstruct, maintain, and repair said pipeline and the further right to remove trees, bushes, undergrowth, structures and other obstructions interfering with the location, construction and maintenance of said pipeline, described as follows:

A parcel of land for easement purposes located within a portion of the Northeast one-quarter (NE $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$) of Section 32, Township 13 North, Range 20 East, MDB&M, Town of Gardnerville, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a point on the Northerly Right-of-Way of U.S. Highway 395, being further described as the Northwesterly corner of Assessor's Parcel No. 25-291-14 which is shown on the Record of Survey filed as Document No. 71505 in the Official Records of Douglas County, Nevada in Book 1082, Page 242.

thence N. 45° 06' 00" E. 135.00 feet to the TRUE POINT OF BEGINNING;

thence N. 45° 06' 00" E. 20.00 feet;

thence S. 44° 50' 00" E. 105.12 feet;

thence S. 45° 06' 00" W 20.00 feet;

thence N. 44° 50' 00" W 105.12 feet to the TRUE POINT OF BEGINNING

Easement contains 2102.00 square feet or 0.048 acres more or less.

TO HAVE AND TO HOLD, said easement and right of way, unto the GRANTEE and unto its successors and assigns forever; provided, however, that it is an express condition of this grant that if the GRANTEE shall cease to use the sanitary sewer pipeline for the period of one year, the easement hereby

granted shall automatically revert to the GRANTOR, its successors or assigns, who shall thereupon have the right to remove the sanitary sewer pipeline, the expense of such removal to be paid by GRANTEE, unless the GRANTEE shall elect to remove the same at its own cost.

GRANTEE covenants that the easement area shall be maintained at the same grade as the rest of the parcel of which the easement area constitutes a part and that GRANTEE shall not erect any structure on or under said easement area except the subterranean sanitary sewer pipeline.

Except as hereafter provided otherwise, GRANTOR covenants and agrees for itself, its heirs, successors and assigns, not to erect, construct or place any permanent structure of any nature whatsoever upon the easement area described hereinabove. Notwithstanding anything to the contrary contained herein, GRANTOR may pave over the easement area, or locate landscaping on all or portions of the easement area, provided that said landscaping is of the type which does not, through root growth or other similar actions, interfere with the operation of the sanitary sewer pipeline. In the event that GRANTEE must excavate any portion of the easement area after GRANTOR installs such paving and/or landscaping, GRANTEE shall, at GRANTEE's cost, repair and replace in a first-class manner any paving or landscaping damaged, destroyed, or disturbed during the excavation work.

GRANTOR retains the right to utilize the easement area for vehicular parking, vehicular ingress and egress to the rear of the parcel of which the easement area is a part, and other such activities which do not substantially interfere with the operation of, or GRANTEE's access to, the sanitary sewer pipeline. GRANTEE shall not fence in the easement area or otherwise restrict the access of GRANTOR, or GRANTOR's employees, agents, guests or business invitees, thereto.

The covenants and agreements herein contained shall inure to the benefit of the GRANTEE and shall be binding upon the executors, administrators, heirs, successors and assigns of the GRANTOR and shall be, and are, covenants running with the land binding upon said property of GRANTOR and for the benefit of GRANTEE.

IN WITNESS WHEREOF, the GRANTOR has executed this Grant of easement on this nineteenth day of January, 1984.

LANDWICK PROPERTIES,
a California general partnership

By *John A. Wickland, III*
John A. Wickland, III
Managing Partner

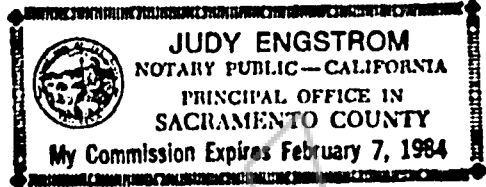
By *Roy L. Wickland*
Roy L. Wickland
Managing Partner

State of California)
) SS
County of Sacramento)

On this 19th day of January, 1984, before me, Judy Engstrom, a Notary Public, personally appeared John A. Wickland, III, known to me to be one of the Managing Partners of Landwick Properties, the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.

EXECUTED AND SEALED by me at Sacramento, California.

Judy Engstrom
Judy Engstrom
Notary Public

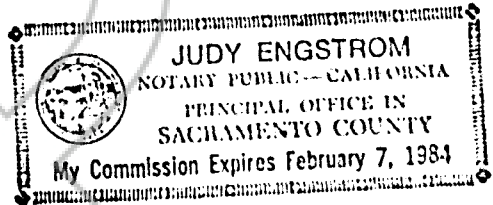


State of California)
) SS
County of Sacramento)

On this 19th day of January, 1984, before me, Judy Engstrom, a Notary Public, personally appeared Roy L. Wickland, known to me to be one of the Managing Partners of Landwick Properties, the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.

EXECUTED AND SEALED by me at Sacramento, California.

Judy Engstrom
Judy Engstrom
Notary Public



REQUESTED BY
m.h.s.
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
No Fee
1984 FEB -9 PM 1:53

SUZANNE BEAUDREAU
RECORDER

Carol J. Hart 096418
Cap BOOK 284 PAGE 3747

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P.O. Box 568
Minden NV
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