

GRANT OF INGRESS/EGRESS, PARKING AND USE EASEMENT

MULREANY ASSOCIATES, a partnership, in consideration of TEN DOLLARS (\$10.00), receipt of which is hereby acknowledged, and the prospective benefits to be derived by reason of the locating, establishing, constructing and maintaining of certain ingress/egress, parking and use easements under the supervision of the unincorporated Town of Minden, County of Douglas, State of Nevada, as hereafter described, do hereby convey and release to the unincorporated Town of Minden, County of Douglas, State of Nevada, an easement and right-of-way for the location, establishment, construction and maintenance of ingress/egress, parking and use over and across lands owned by Mulreany Associates, a partnership, situated in the County of Douglas, State of Nevada, as reflected on EXHIBITS A and B attached, which exhibits are incorporated herein as if set forth in full, verbatim.

The easement and right-of-way hereby conveyed and released is for the sole purpose of locating, establishing, constructing and maintaining ingress/egress, parking and use over and across the herein described lands.

This conveyance is based upon the attached description and shall be deemed to include the extreme width as shown in the survey hereof, a true and correct copy of which is attached hereto, marked EXHIBITS A and B, and incorporated herein as if set forth in full, verbatim.

By acceptance of this grant of ingress/egress, parking and use easement the unincorporated Town of Minden, County of Douglas, State of Nevada, agrees that said easement is non-exclusive and further acknowledges that it shall not unreasonably interfere with the Grantor's full enjoyment of its reserved ownership interest.

Grantee agrees that it shall repair any and all damage to subject easement, restoring the disturbed surface area as near as practical to its original condition. Further, the unincorporated Town of Minden, County of Douglas, State of Nevada, agrees to indemnify the aforesaid Mulreany Associates, a partnership, its heirs, successors and assigns, against any loss and or damage which shall be caused by the exercise of this easement or by any wrongful or negligent act or omission to act of its agents or employees in the course of their employment.

Mulreany Associates reserves all rights in the property not specifically granted. In the future, should Mulreany Associates desire to build over the real property now included in the described easement, Mulreany Associates agrees to apply to the unincorporated Town of Minden, County of Douglas, State of Nevada, for permission to relocate the easement. The standards

for relocating the easement are as follows: 1. roadway width, thickness, curbs and gutters, traffic control devices and related improvements associated with the new easement must be reasonably equivalent to those improvements associated with the old easement; 2. the traffic flow pattern, turning movements and impact to the public thoroughfare at the point or points it intersects the new easement must be reasonably equivalent to the same items in the old easement; 3. the area must meet all applicable engineering specifications; 4. the relocated easement must comply with all other state and local statutes and ordinances and other laws; 5. any other utility facilities located within the same easement must be simultaneously relocated by Mulreany Associates from the old easement to the new easement at the sole expense of Mulreany Associates. By joining in the execution of that portion of this instrument styled "Acceptance," the unincorporated Town of Minden, County of Douglas, State of Nevada, agrees to approve relocation of this easement provided that the referenced relocation standards are met.

In connection with any relocation of the easement occasioned by the request of Mulreany Associates, Mulreany Associates agrees to bear sole responsibility for all aspects of the relocation, including, but not necessarily limited to construction costs, financing costs, and the reasonable cost of any and all engineering and legal services reasonably incurred by the unincorporated Town of Minden, County of Douglas, State of Nevada, in reviewing the application to relocate the easement, determining that it meets the above-referenced standards, advising the members of the Minden Town Advisory Board whether to approve the relocation, and preparing, reviewing or revising the legal description of the new easement and contemporaneously expunging the old easement from the Official Records of the County of Douglas, State of Nevada. Once approved and recorded, any relocated storm drain will be subject to the identical terms and conditions set forth in the instant Grant of Ingress/Egress, Parking and Use Easement.

MULREANY ASSOCIATES,
a partnership

By: *Patrick A. Mulreany*
Patrick A. Mulreany,
General Partner

By: *Jean E. Mulreany*
Jean E. Mulreany,
General Partner

STATE OF NEVADA)
 : SS.
COUNTY OF DOUGLAS)

On this 31st day of March, 1989, before me, a Notary Public in and for said County and State, personally appeared PATRICK A. MULREANY and JEAN E. MULREANY, known to me to be the persons whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same.



Janice Stowers
Notary Public

ACCEPTANCE

In Witness Whereof, the unincorporated Town of Minden, County of Douglas, State of Nevada, hereby accepts this Grant of Ingress/Egress, Parking and Use Easement this 20th day of April, 1989.

TOWN OF MINDEN,
Minden Town Advisory Board

By: David C. Sheets
Chairman

STATE OF NEVADA)
 : SS.
COUNTY OF DOUGLAS)

On this 20th day of April, 1989, before me, a Notary Public in and for said County and State, personally appeared David C. Sheets, known to me to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he executed the same as the authorized representative of the Minden Town Advisory Board.



Jori A. Fife
Notary Public

REQUESTED BY
Sherin, Walsh & Keefe
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'89 APR 21 AIO:13

SUZANNE BEAUDREAU
RECORDER

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\$ 7.00 PAID K12 DEPUTY
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