

WHEN RECORDED RETURN TO:  
Michael J. Morrison, Esq.  
1025 Ridgeview Drive, Suite 400  
Reno, Nevada 89509 ✓

### EASEMENT AGREEMENT

This Agreement is entered into and made effective this 3<sup>rd</sup> day of July, 1995, by and between LAND'S END ASSOCIATION, a Nevada general partnership ("L.E.A."), 6121 Lakeside Drive, Suite 260, Reno, Nevada 89511 and FRED GREENSPAN and KIM GREENSPAN, husband and wife (the "Greenspans"), P.O. Box 304, Glenbrook, Nevada 89413.

The terms and conditions of the Agreement shall be as follows:

1. Grant of Easement. L.E.A. hereby grants a non-exclusive, irrevocable and perpetual easement to the Greenspans, their heirs, successors and assigns, in, under and along the roadway situated on property owned by L.E.A. in the County of Douglas and State of Nevada, which roadway is more particularly described in Schedule A attached hereto and incorporated herein by reference. The purpose of such easement shall be for a right-of-way 10 feet in width to be used for unlimited ingress and egress to property owned by the Greenspans (see Paragraph 4. below), as well as property owned by L.E.A. (see Paragraph 4. below), their respective heirs, successors and assigns, and for the construction, operation and maintenance of the roadway and utility lines within such easement, including lines for water, telephone, gas, sewer and other services, specifically including a sewer line, including pipes, pumps and appurtenant equipment, in, under and across the property owned by L.E.A. The Greenspans and L.E.A. shall also have the right to limit access to and along the subject easement by means of an electric gate or other security measures.

Together with the right and privilege to construct, install, reconstruct, inspect, alter, improve, remove or relocate such utility lines, including the sewer line, within the right-of-way above described, with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the above-mentioned purposes, including the right to cut and keep clear all trees and undergrowth and other obstructions within said easement, and also including the right of ingress and egress over adjoining lands of Grantor for the purpose of exercising the easement herein granted.

The Grantor, however, reserves specifically the right and privilege to use the surface of the above-described easement for all other purposes, except as herein granted or as might interfere with Grantees' use, occupation or enjoyment thereof, or as might cause a hazardous condition. No building, structure or obstruction shall be located or constructed on said right-of-way by Grantor, its successors or assigns.

The rights granted in this Easement Agreement do not limit or modify in any manner the rights reserved by L.E.A. in favor of L.E.A. and William Joseph Parker Grace (predecessor-in-interest to the Greenspans), as set forth in the "Grant, Bargain and Sale Deed", recorded in the records of Douglas County, Nevada on April 28, 1995, as Document No. 361127.

2. Consideration. As consideration for said easement, the Greenspans will pay L.E.A. the sum of Ten Dollars (\$10.00) and other valuable consideration, which consideration shall include a grant to L.E.A., its successors and assigns, of a right to hook into the sewer line referenced above.

3. Expenses. Greenspans shall pay all expenses related to the installation, use and maintenance of the sewer line. Greenspans shall also install the sewer line in a manner which would allow L.E.A. to hook into the sewer line. However, L.E.A. will pay any additional construction charges incurred by the Greenspans in providing the hookup, including the incremental increase in cost occasioned by a larger diameter pipe to allow for sewage flow from the property owned by L.E.A.; a stub for future connection of a sewer line by L.E.A. (if required); and incremental electrical and pumping costs incurred by the Greenspans in the event L.E.A. connects to the sewer line. In such event, Greenspans and L.E.A. shall share equally in any and all expenses incurred in the use and maintenance of the sewer line.

4. Description of Property Affected. This Agreement relates to and is specifically intended to affect and benefit the property owned by L.E.A. and the Greenspans, more particularly described as follows:

(a) L.E.A. property - Douglas County Assessor's parcel number 01-020-01.

(b) Greenspans property - Douglas County Assessor's parcel number 01-020-02.

5. Recordation of Agreement. The parties specifically intend and agree that this Agreement may be recorded in the Douglas County Recorder's Office to ensure that the terms hereof become public record and bind the respective properties and parties, their heirs, successors and assigns.

6. Miscellaneous.

(a) Time. Time is of the essence of this Agreement and in the performance and enforcement of each of the promises, covenants, representations and warranties of the parties contained herein. For the purpose of computing any period of time prescribed herein or relating hereto, the first day shall be excluded. If the period of time is six (6) days or more, weekends and public holidays shall be included. An act required to be performed on a day shall be performed at or before the close of business on such day. If an act is required to be performed on a certain day and such day is not a regular business day, the time of performance or measurement shall be extended to and including the next regular business day.

(b) Entire Agreement. This Agreement constitutes the entire agreement of the parties and all prior rights, negotiations and representations are merged herein.

(c) Binding Effects. This Agreement shall inure to the benefit of, and be binding upon, the parties and their several successors in interested in any capacity.

(d) Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Nevada.

(e) Notices. Any notice or notices which any party hereto deems necessary, useful or convenient to give to any other party or parties hereto, at any time and from time to time, shall be in writing and shall be personally served upon or mailed to the parties at the following addresses:

To L.E.A. at: 6121 Lakeside Drive, Suite 260  
Reno, Nevada 89511

To Greenspans at: P.O. Box 304  
Glenbrook, Nevada 89413

With copies to: Michael J. Morrison, Esq.  
1025 Ridgeview Drive, Suite 400  
Reno, Nevada 89509

(f) Attorneys' Fees and Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which he may be entitled.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to constitute but one and the same instrument.

(h) Captions. Article and paragraph captions contained in this Agreement are inserted only as a matter of convenience and reference. Said captions shall not be construed to define, limit, restrict, extend or describe this Agreement or the intent of any provision hereof.

(i) Gender and Number. Whenever used in this Agreement and as required by the context of the transaction, the single number shall include the plural, the plural number shall include the singular, and masculine gender shall include the feminine and neuter.

(j) Form of Association. As required by the context, the term "person" shall include individuals, partnerships, limited partnerships, corporations, estates and trusts.

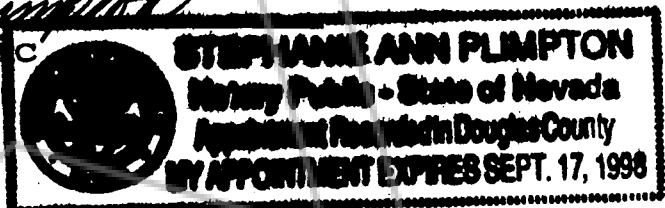




STATE OF NEVADA )  
 ) ss:  
COUNTY OF )

On this 3rd day of July, 1995, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Fred Greenspan, known to me or proved to me to be the person whose name is subscribed to the within instrument and severally acknowledged to me that he executed the same.

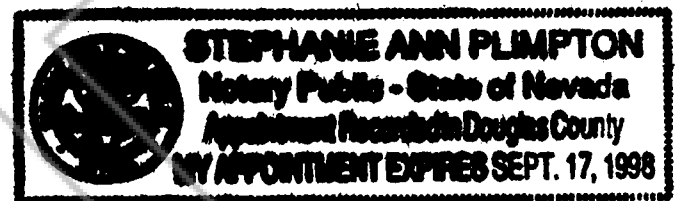
*Stephanie Ann Plimpton*  
Notary Public



STATE OF NEVADA )  
 ) ss:  
COUNTY OF )

On this 3rd day of July, 1995, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kim Greenspan, known to me or proved to me to be the person whose name is subscribed to the within instrument and severally acknowledged to me that she executed the same.

*Stephanie Ann Plimpton*  
Notary Public



REQUESTED BY  
*Harris Premier Thompson*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'95 JUL 14 10:47

LINDA SLATER  
RECORDER  
\$11.00 PAID *Bh* DEPUTY

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