

MAIL TO:
LONNIE D. MASON
421 HANSEN LANE
GARDNERVILLE, NV 89410

96030260

**AMENDMENT TO
AGREEMENT REGARDING ACCESS EASEMENT**

THIS AMENDMENT TO AGREEMENT is entered into this 10 day of May, 1996, by and between JANICE HANSEN SORENSON, formerly known as JANICE HANSEN SMITH, Trustee of the HELEN M. CLARK TRUST DATED MARCH 11, 1987, AS AMENDED BY AGREEMENT DATED DECEMBER 17, 1990, AND A FURTHER SECOND AMENDMENT AGREEMENT DATED NOVEMBER 24, 1992, (hereinafter referred to as "First Party"), and LONNIE MASON *(hereinafter referred to as "Second Party"), on the following facts, terms and conditions:

* and ALICE J. EIDE-MASON, husband and wife

W I T N E S S E T H:

A. The HELEN M. CLARK TRUST was the owner of 301.12 acres in Douglas County, Nevada, which said property was divided into seven large parcels by a Map of Division Into Large Parcels filed April 20, 1993, in the Official Records of Douglas County, Nevada, in Book 493, at Page 3812, being Document Number 305160, and which is further described in Exhibit "A" attached hereto and incorporated herein by reference.

B. First Party is the owner of Parcel Number 1 as set forth on the above-described parcel map, and Second Party is the owner of Parcel Numbers 2, 3, 4, 5, 6 and 7 as set forth on the above-described parcel map.

C. Access to all seven parcels is by a 50 foot private Access Easement denominated as Hansen Lane.

D. Parcel Numbers 1, 2 and 3 described above receive surface waters diverted from Mott Canyon Creek for domestic, irrigation and stock watering purposes via diversion boxes, pipelines and earthen ditches, as evidenced by Proof of Appropriation of Water for Stock Watering Purposes Claim Number 06369 and Proof of Appropriation of Water for Irrigation Purposes Claim Number 06370, filed with the office of the State Engineer, Division of Water Resources.

E. On January 4, 1995, First Party and Second Party entered into an Agreement Regarding Access Easement (hereinafter "Access Agreement"), which was recorded in the Official Records of Douglas County, Nevada, on January 5, 1995, in Book 0195, at Page 0592, as Document Number 353830, which said document set forth the agreements of the First Party and the Second Party as to their respective obligations for the maintenance and repair of Hansen Lane.

F. The Parties desire to amend the terms of the said Access Agreement. It is intended that this Amendment to Agreement Regarding Access Easement shall replace the Access Agreement dated January 4, 1995, described in Paragraph E above, in its entirety.

WAYNE S. CHIMARUSTI, ESQ.
300 West Second Street
Carson City, NV 89703
(702) 885-9066

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NOW THEREFORE, for valuable consideration, including the respective promises and covenants of the parties as contained herein, the parties agree as follows:

1. The non-exclusive access easement in favor of Second Party and the three parcels of real property owned by Second Party, as well as for the benefit of the parcels retained by First Party, is hereby acknowledged and confirmed and is a covenant running with the lands which it benefits and burdens.

2. The parties agree that maintenance and repair obligations regarding the access easement and road thereon shall be apportioned between the parties, and such other third parties having the legal right to the use of such access easement and road, on a prorata basis as defined herein. Unless the road is upgraded as set forth in paragraph 3, then as to First Party, such maintenance and repair shall be limited to maintaining the access road in the minimum condition reasonably necessary and appropriate to provide all weather access. Historically, this maintenance and repair has consisted of grading the road way two times per year.

3. It is Second Party's intention to unilaterally, at Second Party's sole cost, upgrade the access easement and road way or portion thereof to a surface consisting of decomposed granite and oil. In the event that Second Party shall elect to do so, First Party shall not be obligated to participate in the cost of said improvement, but shall be obligated to participate on a prorata basis in the repair and maintenance of the improved access easement and road way.

4. The parties agree that either party may unilaterally, at such party's sole cost, maintain the access easement and road, or any portion thereof, to a higher standard than that set forth in paragraph 3. In such an event, the other party's obligation for contribution shall not be increased, but shall be limited to that standard set forth in paragraph 3 above.

5. For purposes of this Agreement, except for Paragraphs 8 through 11 herein, a prorata share shall mean that the burden of any maintenance, repair or other obligations shall be divided into as many equal shares as there are legally divided lots or parcels within the lands described in Paragraph A above, and the owner of each lot shall pay one share for each parcel or lot owned by him or her, irrespective of the size of the parcel or lot. For example, an individual owner's obligation shall be determined by multiplying the amount of the obligation by a fraction, the numerator of which is the number of lots owned by that owner, and the denominator of which is the total number of legal parcels into which the land described in Paragraph A has been divided. In the event that the existing parcels shall be further sub-divided in the manner required by law, then the denominator shall be increased accordingly.

WAYNE S. CHIMARUSTI, ESQ.
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6. It is mutually agreed that First Party and Second Party shall pay for the cost of snow removal from Hansen Lane on a prorata basis, as that term is defined in Paragraph Number 5 of this Agreement.

7. No gates shall be installed or maintained across the access easement and road which would impede either Party's access to their property, without the prior written consent of the other party. First Party agrees to remove all existing gates within fourteen (14) days following the execution of this Agreement.

8. It is further agreed that at their own individual expense the owners of Parcels 1, 2 and 3 shall maintain the diversion boxes, pipelines, and earthen ditches located on their respective parcels in a good and clean condition and proper state of repair so as to promote the efficient and effective use of the waters of Mott Creek, in the same manner as has been the historical irrigation and stock watering practice.

9. It is understood and agreed that an owner of Parcel 1, 2 or 3 may go upon any other owner's land for the purposes of opening or closing gates in order to receive the irrigation waters, in the case of an emergency involving said irrigation waters, and for the purposes of cleaning ditches and repairing any of the diversion boxes, pipelines or other irrigation facilities in the event that the owner of a parcel shall fail to do so. The owner of the land whose ditches and diversion works are in disrepair shall reimburse the owner effecting the repairs the costs incurred in making such repairs or cleaning the ditches.

10. It is further agreed that the owners of Parcels 1, 2 and 3 shall each be responsible for the labor and costs on a prorata basis for the maintenance and repair of the diversion box located in Mott Canyon Creek, and the pipeline and ditches and other improvements and facilities for transporting and conveying the waters of Mott Canyon Creek from Mott Canyon Creek to the property line of Parcel 1.

11. For purposes of paragraph 10 of this Amendment to Agreement Regarding Access Easement, "prorata share" shall mean that the burden of any maintenance, repair or other obligation shall be divided into as many equal shares as there are legally divided lots or parcels within the lands described in Parcels 1, 2 and 3 on the Map of Division Into Larger parcels described in paragraph A above, and that the owner of each lot shall pay one share for each parcel or lot owned by him or her, irrespective of the size of the parcel or lot.

12. This Agreement, and all of the terms and conditions hereof, shall bind the parties and their heirs, executors, administrators, successors, and assigns.

13. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which they may be entitled.

13. It is mutually agreed that in the event a dispute arises concerning the maintenance obligations of the parties hereto and/or their successors or assigns, the parties, upon five days written notice, shall meet and confer amongst themselves and utilize their best efforts to resolve any disputes that have arisen. In the event the parties are unable to resolve their disagreement through the meet and confer process, the affected parties shall select a mutually acceptable arbitrator who shall render a decision concerning any disputes arising hereunder and the arbitrator's decision shall be binding upon the parties, their successors and assigns. In the event an arbitrator cannot be agreed upon, any party or owner may petition the district court to appoint an arbitrator and compel binding arbitration.

14. The parties hereto agree to cooperate in good faith to accomplish the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

FIRST PARTY:

SECOND PARTY:

Janice Hansen Sorenson
JANICE HANSEN SORENSON, formerly ~~TRUSTEE~~
known as JANICE HANSEN SMITH,
TRUSTEE OF THE HELEN M. CLARK
TRUST DATED MARCH 11, 1987, AS
AMENDED BY AGREEMENT DATED
DECEMBER 17, 1990, AND A FURTHER
SECOND AMENDMENT AGREEMENT

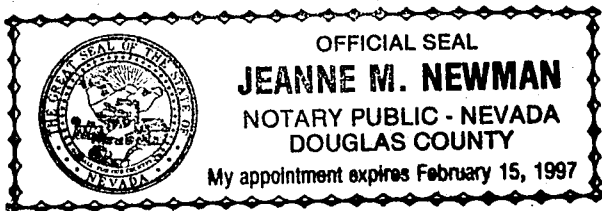
Lonnle D. Mason
LONNLE D. MASON
Alice J. Eide-Mason
ALICE J. EIDE-MASON

STATE OF NEVADA)
) : ss.
COUNTY OF DOUGLAS)

On May 10, 1996, before me, a notary public, personally appeared JANICE HANSEN SORENSON, formerly known as JANICE HANSEN SMITH, Trustee of the HELEN M. CLARK TRUST DATED MARCH 11, 1987, AS AMENDED BY AGREEMENT DATED DECEMBER 17, 1990, AND A FURTHER SECOND AMENDMENT AGREEMENT DATED NOVEMBER 24, 1992, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged that she executed the above instrument on behalf of the HELEN M. CLARK TRUST DATED MARCH 11, 1987, AS AMENDED BY AGREEMENT DATED DECEMBER 17,

WAYNE S. CHIMARUSTI, ESQ.
300 West Second Street
Carson City, NV 89703
(702) 885-9066

1990, AND A FURTHER SECOND AMENDMENT AGREEMENT DATED NOVEMBER 24, 1992.

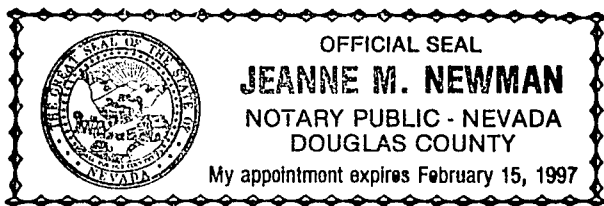


Jeanne M. Newman
NOTARY PUBLIC

STATE OF NEVADA)
County of Douglas)

SS.

On May 10, 1996, before me, a notary public, personally appeared LONNIE D. MASON, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the above instrument.

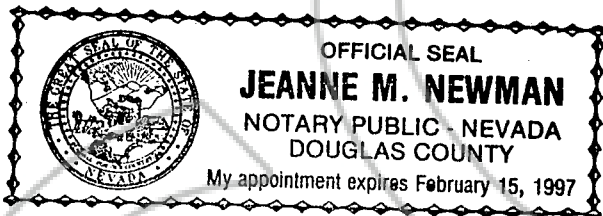


Jeanne M. Newman
NOTARY PUBLIC

STATE OF NEVADA)
COUNTY OF DOUGLAS)

SS.

On May 10, 1996, before me, a notary public, personally appeared ALICE J. EIDE-MASON, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged that she executed the above instrument.



Jeanne M. Newman
NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION

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

Parcels 1 through 7 as shown on Land Division Map for HELEN M.
CLARK TRUST recorded April 20, 1993 in Book 493, Page 3812 as
Document No. 305160, Official Records of Douglas County, Nevada.

Assessors Parcel Nos. 19-070-11, 19-070-12, 19-070-13, 19-070-14
19-070-15, 19-070-16, 19-070-17

COPY

REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'96 MAY 13 10:53

LINDA SLATER
RECORDER

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