

**RECORDED AT THE REQUEST OF
AND RETURN TO:**

✓ Topaz Ranch Estates G.I.D.
c/o Michael Smiley Rowe, Esq.
Post Office Box 2080
Minden, Nevada 89423

APN 37-320-040

ACCESS EASEMENT

THIS INDENTURE made this 04 day of November, 1999, by and between JULIAN R. RIOJAS, JR., party of the first part ("GRANTOR"), and the TOPAZ RANCH ESTATES, GENERAL IMPROVEMENT DISTRICT, a political subdivision of the County of Douglas, State of Nevada, party of the second part ("GRANTEE").

WITNESSETH

GRANTOR, for good and valuable consideration, receipt of which is hereby acknowledged, does by these presents grant, bargain and sell unto the GRANTEE and its heirs and assigns forever, a perpetual access easement for the purpose of ingress and egress to GRANTEE's property, containing 21,251 square feet, more or less, within Douglas County, Nevada, Assessor's Parcel No. 37-320-040, for the location, construction and/or maintenance of an access road over, across and through all that real property situated in the County of Douglas, State of Nevada, more particularly described by the Legal Description attached hereto as Exhibit "A", and incorporated herein by this reference as if set forth in full. This Grant of Easement is subject to the provisions of this Easement Deed as set forth herein, and is granted to GRANTEE for the purpose of constructing, repairing, altering, patrolling and operating GRANTEE's water system in Topaz Ranch Estates.

GRANTEE agrees to maintain the access hereby granted as exclusive to GRANTEE and to GRANTOR, and agrees to construct, if necessary, and maintain a locked gate at the entrance to the access roadway on GRANTOR's property. Access through the locked gate will be utilized only by the GRANTEE or its authorized personnel and GRANTOR, and GRANTEE shall provide to GRANTOR a key to the lock on the gate maintained by GRANTEE.

GRANTEE agrees to indemnify and save harmless GRANTOR from any and all liability, loss, damage, cost and expense, including maintenance expenses, which it or its authorized representatives may incur, suffer or be required to pay by reason of death, disease or bodily injury to any of GRANTEE's authorized personnel arising out of or incident to activities contemplated by this Easement Deed and the construction or maintenance of an access road by GRANTEE, and which may be proximately caused, in whole or in part, by any act or omission by the GRANTEE or its authorized agents or employees, unless it is established by the GRANTEE that the proximate cause was willful misconduct or gross negligence of the GRANTOR.

GRANTEE shall at all times maintain and repair the access road in, on or through the property described in Exhibit "A."

GRANTOR also conveys and grants to GRANTEE a temporary construction easement, should one be necessary, of such width on each side of the above described Easement to facilitate construction of a water tank on GRANTEE's property which will be accessed by the GRANTEE through the lands of GRANTOR as set forth in this Deed; said temporary construction being abandoned after completion of construction, but in no event not later than 120 days from the commencement of construction.

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Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF GRANTOR has hereunto signed on the day and year first above written.

Julian Riojas, Jr.
JULIAN RIOJAS, JR.

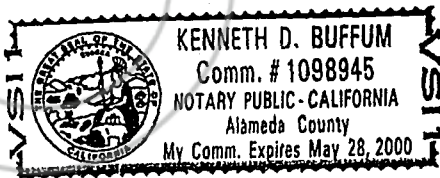
ACKNOWLEDGEMENT

STATE OF NEVADA)
)ss.
COUNTY OF DOUGLAS)

On 04 day of November, 1999, before me, the undersigned, a Notarial Officer in and for said County and State, personally appeared JULIAN RIOJAS, JR., an individual known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

This instrument was acknowledged before me on November 04, 1999, by JULIAN RIOJAS, JR., an individual.

Kenneth D. Buffum
NOTARIAL OFFICER



**LEGAL DESCRIPTION
FOR
ACCESS EASEMENT**

All that certain real property situate within a portion of the Southeast ¼ of Section 5, Township 10 North, Range 22 East, M.D.M., further described as a portion of lot 6, Block "R", as shown on that certain Plat of Topaz Ranch Estates Unit No. 4 filed for record November 16, 1970, in Book 1 of Maps, Official Records, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the northwest corner of said lot 6, block "R", of Topaz Ranch Estates Unit No. 4;

THENCE along the northerly line of said lot 6, block "R", S.61°19'09"E., 535.43 feet to the northeast corner of said lot 6, said point being on the right of way for the cul-de-sac of Slate Road, said point also being the beginning of a non tangent curve concave to the southeast, having a radial bearing of N.61°19'09"W.;

THENCE southeasterly along said right of way of Slate Road, 46.36 feet along the arc of said curve, having a radius of 50.00 feet, through a central angle of 53°07'48";

THENCE leaving said right of way of Slate Road, N.61°19'09"W., 535.09 feet to a point on the west line of said lot 6, block "R";

THENCE along said west line of lot 6, block "R", N.01°43'29"E., 44.88 feet to the **POINT OF BEGINNING.**

CONTAINING 21,251 square feet, more or less.

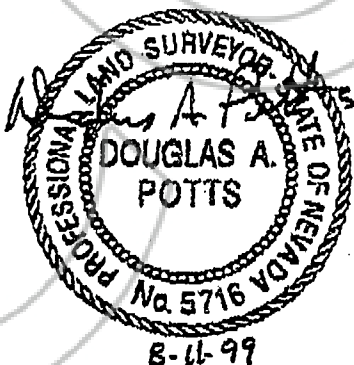


Exhibit "A"

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REQUESTED BY
Rowe + Hales LLP
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER

10.00 PAID *KO* DEPUTY