

✓ John Henningsen
P.O. Box 497
Genoa, Nevada 89411

GRANT OF EASEMENT

And

EASEMENT AGREEMENT (Water Tank & Pumphouse Easement)

This Grant of Easement and Easement Agreement (the "Agreement") is entered into and made effective this 17th day of August 2001 (the "Effective Date"), by and between JOHN HENNINGSEN (hereinafter "Grantor") and WILLIAM and KELLY HARRIS (hereinafter "Grantee").

WHEREAS, Grantor is the owner of certain real property located in Douglas County, Nevada and identified by Assessor's Parcel No. 17-081-16, herein referred to as the "Henningsen Property"; and

WHEREAS, Grantee is the owner of certain real property located in Douglas County, Nevada and identified by Assessor's Parcel No. 17-081-17, referred to herein as the "Harris Property".

WHEREAS, Grantee is desirous of obtaining an easement for purposes of maintenance and repair of a water storage tank and pumphouse and associated equipment, which will serve and supply the Harris Property and Grantor is willing to grant such an easement to Grantee.

NOW, THEREFORE, the parties agree as follows:

1. **GRANT OF EASEMENT:** For valuable consideration, receipt and sufficiency of which is hereby acknowledged, and the covenants set forth herein, Grantor hereby grant to Grantee, subject to the terms and conditions of this Agreement, an easement (the "Easement") over the Easement Area, as defined below, for the purposes of maintenance and repair of a water tank and pumphouse and associated equipment (the "North Water Tank & Pumphouse"). There are two water tanks located on the Henningsen Property; both are 11 feet long, 4.5 feet wide and 5.5 feet tall. They are adjacent to each other. The pumphouse is north of the water tanks and is approximately 7.5 feet by 7.5 feet in size. The south tank is the property of Henningsen and nothing in this agreement provides the grantee with any rights, access or control in any matter whatsoever over the Henningsen water tank. The North Water Tank & Pumphouse also are located on the Henningsen property, and these Harris structures constitute the sole easement area as defined in this agreement. Use of such Easement Area shall be for the following described purposes:

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- a. Maintenance and repair of the North Water Tank & Pumphouse only. This grant of easement shall include a right of access necessary or advisable in order to accomplish such purposes and uses;
 - b. Easement is not intended to nor shall it be construed as granting a general right of access to, on or across the Henningsen Property;
 - c. Storage of items on the Easement Area (including parking of vehicles) shall be prohibited provided, however, that temporary storage of goods or materials in connection with the purposes stated in this grant of easement shall be permissible.
2. CHARACTER OF EASEMENT: The easement granted herein is a perpetual, Non-exclusive and irrevocable easement which shall run with the land and shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, successors and assigns.
3. EASEMENT AREA: The "Easement Area" as used herein shall be an area approximately 11 feet long and 4.5 feet wide (eg., the length and width of the North Water Tank) and the Pumphouse area of approximately 7.5 feet by 7.5 feet in area. It is the intent of the parties that the Easement Area cover only that area where the North Water Tank and Pumphouse and associated fixtures are located as they exist from time to time. The southeast corner of the Easement Area is located approximately 48 feet from the northeast corner of the garage structure on the Henningsen Property, bearing N, NW.
4. MAINTENANCE AND IMPROVEMENT:
- a. Grantee shall bear the cost of Maintenance and repair of the North Water Tank & Pumphouse, and Easement Area. In the event Grantee determines it is necessary or advisable to perform repair or maintenance work on the North Water Tank & Pumphouse or the Easement Area, Grantee shall obtain the prior written consent of Grantor, which consent shall not be unreasonably withheld. In the event Grantee makes a reasonable and good faith determination that an emergency exists which requires Grantee to perform immediate repair and/or maintenance on the North Water Tank & Pumphouse or Easement Area, Grantee may undertake such repair/maintenance notwithstanding the failure to receive written good faith effort to notify Grantor of the circumstances creating the emergency and the need to perform such repair/maintenance.
 - b. Grantee hereby agrees to indemnify and hold harmless Grantor from and against any liability, liens, costs, fees (including attorneys' fees) and/or other expenses relating to or arising out of any work performed by or on behalf of Grantee on the Water Tank & Pumphouse or Easement Area.

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5. INTEGRATION CLAUSE: This Agreement contains the entire agreement Between the parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written agreements and understandings with regard to such subject matter. Any modifications or amendments to this Agreement shall require the written approval of both parties.

6. CONSTRUCTION: This Agreement is entered into in the State of Nevada and shall be construed and interpreted in accordance with its laws.

7. MISCELLANEOUS:

- a. Time: Time is of the essence of this Agreement and of each covenant and condition to be performed hereunder.
- b. Additional Documents: All parties hereto agree to execute any and all additional documents and/or instruments necessary to carry out the terms of this Agreement. All documents to be prepared to carry out the terms of this Agreement, other than those documents specifically to be provided by any particular party, shall be prepared by such persons mutually acceptable to all parties, and the costs incurred in the preparation of any such documents shall be borne by the party on whose behalf the documents are prepared.
- c. Notices: All notices required or permitted under this Agreement shall be either delivered by hand delivery, commercial overnight delivery, courier, or deposited in the United States mail, first class, postage prepaid, and addressed as follows:

If to GRANTOR:

JOHN HENNINGSEN
P.O. Box 497
Genoa, NV 89411

If to GRANTEE:

WILLIAM HARRIS
P.O. Box 574
Genoa, NV 89411

The foregoing addresses may be changed by written notice to the other party as provided herein. Notices shall be deemed delivered upon actual receipt or refusal to accept delivery or, in the event of notice given by United States mail, three (3) days following deposit.

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- d. Attorneys' Fees: If legal action is instituted by any party hereto for damages or to interpret or enforce any of the terms or provisions of this Agreement, each party shall pay for their respective attorneys' fees.
- e. Binding Effect: This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, estates and assigns. This Agreement shall be construed as a Covenant Running with the Land; and bind both Grantees' Property and Grantors' Property in accordance therewith.
- f. Counterparts: This Agreement may be executed in counterparts and shall be binding on all of the parties hereto as if one agreement had been signed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement
The date and year first set forth above.

Grantor:

John S. Henningsen

 John S. Henningsen

STATE OF NEVADA)
) ss.
 COUNTY OF DOUGLAS)

On August 17, 2001, before me, Linda L. Slater, personally appeared, John S. Henningsen, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same individually and in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Grantee:

Linda L. Slater

 NOTARY

William W. Harris

 William W. Harris



STATE OF NEVADA)
) ss.
 COUNTY OF DOUGLAS)

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STATE OF NEVADA
COUNTY OF DOUGLAS

On August 17, 2001, before me, Linda L. Slater, personally appeared, William W. Harris, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same individually and in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Linda L. Slater
Signature (seal)



COOPER

REQUESTED BY
John Henningsen
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER
\$ 11.00 PAID KJ DEPUTY