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Assessor's Parcel Number: Apn-1320-26-002-024

Recording Requested By:

✓ Name: John & Margaret Gooding

Address: 1613 Heron Cove Ct.

City/State/Zip Gardnerville NV 89410

Real Property Transfer Tax: _____

REQUESTED BY
Franki L. Halsey
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 JUN 23 AM 11:42

WERNER CHRISTEN
RECORDER

\$ 18.00 PAID gc DEPUTY

Grant of Easement
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

C:\bc docs\Cover page for recording

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mail to:
John Gooding
1613 Heron Court
Gardnerville NV
8940

Apnl. 1320-26-
002-024

GRANT OF EASEMENT
(DRIVEWAY)

WITNESS THIS GRANT OF EASEMENT made and entered into this 22 day of June, 2004, by and between John Gooding and Margaret Gooding, hereinafter called "Grantors," and James Halsey and Franki Halsey, trustees of the James and Franki Halsey Trust, hereinafter called "Grantee."

WITNESSETH

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantors do hereby grant to Grantee, its successors and assigns, a permanent and exclusive easement and right-of-way for a driveway across, over and through the property situate in the County of Douglas, State of Nevada, described in Exhibit "A" attached hereto, as such existing right-of-way appears on Exhibit "B" also attached hereto traversing APN 1320-26-002-024.

IT IS FURTHER AGREED:

1. That Grantee, its successors and assigns, shall have at all times ingress and egress to the above-described land for the purpose of caring and maintaining the driveway for which the easement is granted.
2. That Grantee, its successors and assigns, shall be responsible for any damage suffered by Grantors outside of the described premises by reason of repair or maintenance of the driveway.
3. That Grantee, its successors and assigns, shall at all times save and hold harmless Grantors, their heirs, successors, and assigns, of any and all loss, damage, or liability Grantee may suffer or sustain by reason of any injury or damage to any person or property caused by the repair or maintenance of the driveway.
4. That Grantors shall not erect or construct, nor permit to be erected or constructed, any building or structure, nor permit any activity which in the reasonable judgment of the Grantee is inconsistent with the Grantee's use of the easement.
5. That Grantee, its successors and assigns, shall have the right to remove or clear any and all buildings, structures, materials, trees, brush, debris, and any other obstruction from the right-of-way which, in the reasonable judgment of the Grantee, may interfere with or endanger the use, repair or maintenance of the driveway.
6. In the event any action or proceeding is brought by any party to enforce this agreement, including but not limited to an action or proceeding resulting from a breach of this agreement by any party, the prevailing party shall be entitled to reasonable attorney's fees and costs, and in the event either party pays to remedy another party's breach of this agreement, the non-breaching party shall be entitled to damages in an amount equal to

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twice the amount of actual costs.

- 7. The terms of this agreement shall enure to the benefit and shall be binding upon the parties to this agreement, their successors and assigns forever, unless modified in writing by all owners of the lands identified in Exhibit "A," and shall constitute a covenant and restriction to run perpetually with the title to the real property described herein.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF the Grantors have caused these presents duly to be executed the day and year first above written.

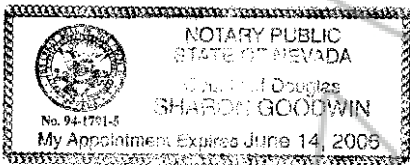

 JOHN GOODING, Grantor

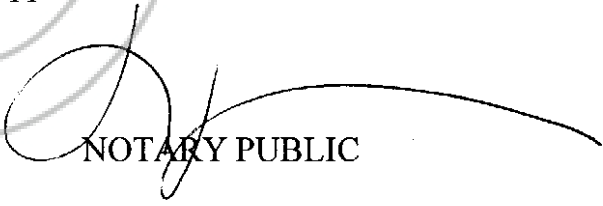

 MARGARET GOODING, Grantor

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF NEVADA)
) ss.
 COUNTY OF DOUGLAS)

On this 22 day of June, 2004, before me, a Notary Public, personally appeared JOHN GOODING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it. I declare under penalty of perjury that the person whose name is ascribed to this instrument appears to be of sound mind and under no duress, fraud, or undue influence.



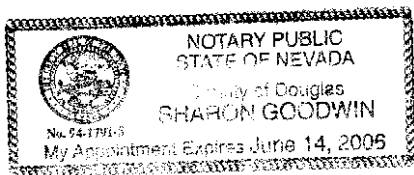

 NOTARY PUBLIC

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CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On this 22 day of June, 2004, before me, a Notary Public, personally appeared MARGARET GOODING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it. I declare under penalty of perjury that the person whose name is ascribed to this instrument appears to be of sound mind and under no duress, fraud, or undue influence.

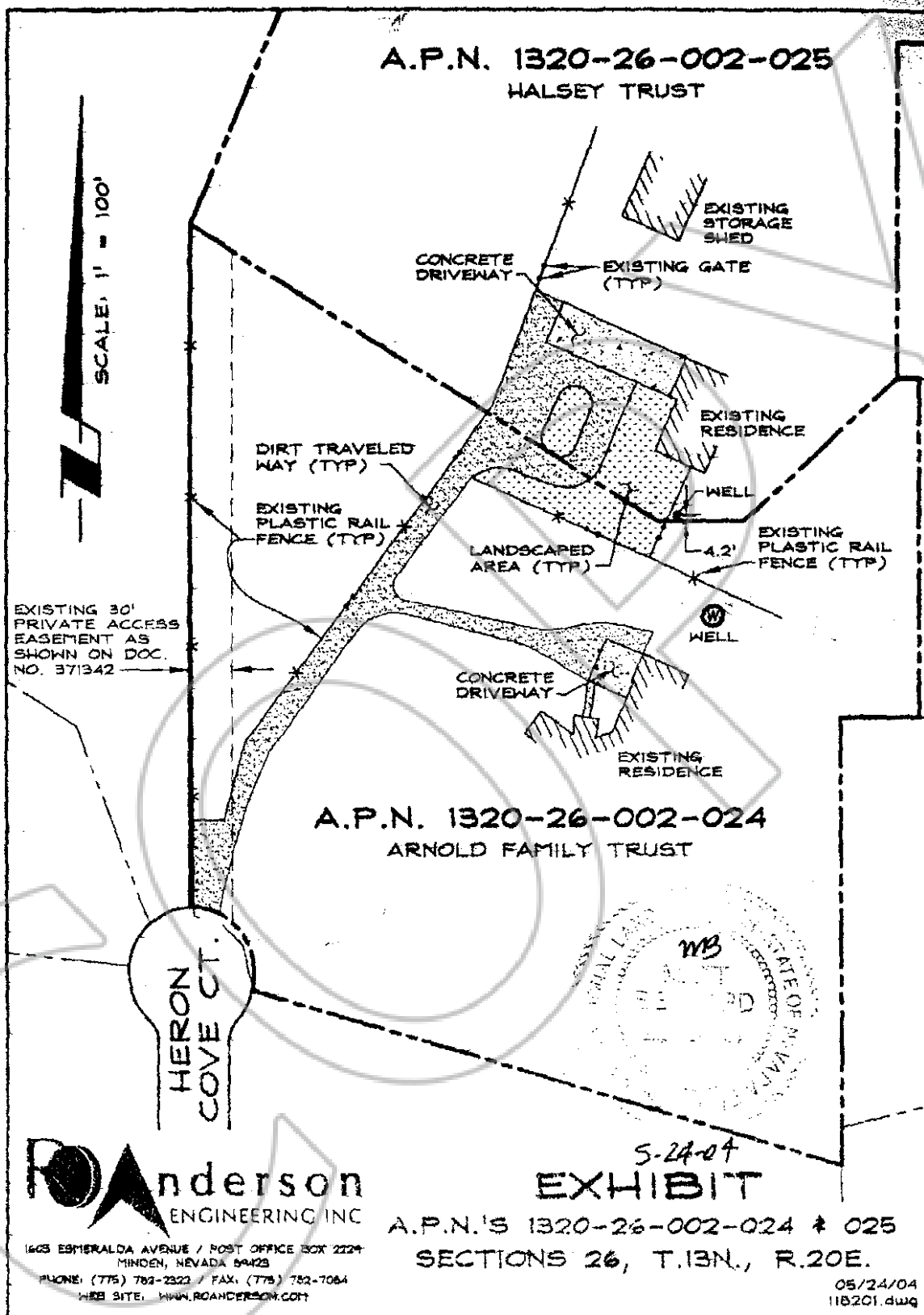


[Handwritten Signature]
NOTARY PUBLIC

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