

OFFICIAL RECORD

Requested By:

TIMOTHY PEMBERTON

Recording Requested By:

Timothy W. Pemberton
P.O. Box 485
Markleeville, CA 96120

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 9 Fee: 22.00
BK-0205 PG- 6037 RPTT: 0.00

And When Recorded, Return To:

Same As Above.



GRANT OF EASEMENTS

This indenture is made this 8th day of February, 2005 by and between Evan L. Allred, D.M.D. a married man dealing with his sole and separate property (hereafter referred to as "GRANTOR") and Timothy W. Pemberton as Trustee of the Inter-Vivos Revocable Trust of Timothy W. Pemberton (hereafter referred to as "GRANTEE").

RECITALS

1. GRANTOR is presently the owner of certain real property in Douglas County, Nevada, commonly known as Douglas County Assessor's Parcel No. 1022-16-002-104 (previously a portion of 37-060-14), as described in that Clerk's Deed recorded on September 25, 1991 at Book 991, Page 3861, Document No. 261039, official records, Douglas County, Nevada and more fully described on Exhibit A attached hereto and made a part hereof by reference; and
2. GRANTEE is presently the owner of certain real property in Douglas County, Nevada, commonly known as Douglas County Assessor's Parcel No. 1022-00-002-004 more fully described on Exhibit B attached hereto and made a part hereof by this reference. GRANTEE acquired said real property from Thomas E. Drendel, Trustee of the George C. Roberts Residuary 1990 Trust by Grant Deed on December 1, 2003, recorded at Book 1203, Page 00442, official records, Douglas County, Nevada. On October 20, 2004, Grantor recorded a MAP OF DIVISION OF LAND INTO LARGE PARCELS, recorded in Book 1004, Page 8412, Document No. 627209, official records, Douglas County, Nevada. The drainage easement described below, is located with Parcel 3 as depicted on said MAP OF DIVISION OF LAND INTO LARGE PARCELS;
3. On or about August 30, 1994 a GRANT OF EASEMENT APPURTENANT AND CONTINUING OFFER OF DEDICATION was recorded in Book 0894, Page 5124, as Document No. 345015, official records, Douglas County, Nevada, whereby, among other things, GRANTOR granted to the George C. Roberts Residuary 1990 Trust certain access and public utility easements; and

4. To more fully define and confine the access and public utility easements referred to in paragraph 3, above, the parties desire that GRANTOR GRANT TO GRANTEE a non-exclusive access and utility easement so that GRANTEE has access, across GRANTOR'S property, to State Route 208.
5. Grantor holds an encroachment permit, issued by the Nevada Department of Transportation, to encroach onto State Highway 208 at the point of intersection of the access and utility easement and State Highway 208;
6. The parties also desire that GRANTEE grant GRANTOR a non-exclusive easement for the drainage of surface water from GRANTOR'S real property onto GRANTEE'S real property.
7. This GRANT OF EASEMENT satisfies the obligations of Grantor under that GRANT OF EASEMENT AND CONTINUING OFFER OF DEDICATION, dated August 30, 1994 and recorded on August 30, 1994 at Book 0894, Page 5124, official records, Douglas County, Nevada, as to the grant of any right of way/public utility easement or offer of dedication thereof.

NOW, THEREFORE, the undersigned GRANTOR, for good and valuable consideration, the receipt which is hereby acknowledged, does hereby grant to GRANTEE, its heirs, successors and assigns forever a non-exclusive easement for ingress and egress as described in Exhibit C, attached hereto and made a part hereof by reference. The easement granted herein is appurtenant to the approximately 320 acres of real property described in Exhibit B.

So long as the area of ingress and egress, described in Exhibit C, remains unpaved, then Grantor and Grantee shall bear equal responsibility for maintaining the area of ingress and egress described in Exhibit C. The standard of maintenance is gravel standard roadway.

In the event Grantor or Grantee, either voluntarily or as a County imposed condition of approval of a parcel map, subdivision map, or other development entitlement improves said roadway and/or encroachment, then the cost to improve said roadway and/or encroachment to Highway 208 within the area described in Exhibit C (which shall be improved to County standards but without curbs or gutters) shall be proportioned 68.75% to Grantee and 31.25% to Grantor. Any party that intends to improve said roadway and/or encroachment shall give the other party ninety (90) days advance written notice of such intention. If the roadway and/or encroachment is required to be improved to County standards (whether voluntarily or as a result of a County imposed condition of approval of a development entitlement in favor of Grantor or Grantee) then the roadway area, together with such improvements and encroachment shall be offered for dedication to Douglas County. In the event Douglas County does not accept such offer of dedication, then Grantee shall be responsible for 68.75%, and Grantor for 31.25% of the cost of maintenance of the roadway improvements, and encroachment. In the event Douglas County accepts such offer of dedication, and thereby becomes responsible for the maintenance thereof, then neither Grantor nor Grantee shall be responsible for further maintenance. Notwithstanding anything herein to the contrary, Grantor at Grantor's discretion, may make an offer of dedication and dedication, of said roadway and/or encroachment area to one or more public entities, for public road and/or utility purposes.

In the event of failure by GRANTEE or GRANTOR, or their heirs, successors, or assigns to maintain that party's portion of the roadway and/or encroachment, then the other party, its heirs, successors or assigns may enter upon the roadway and/or encroachment, perform the required maintenance and charge the reasonable cost of the non-paying party's portion thereof to the non-paying party.

NOW, THEREFORE, the undersigned GRANTEE, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to GRANTOR, his heirs, successors and assigns forever a non-exclusive right to drain surface water naturally originating from the lands of GRANTOR onto the lands of GRANTEE in the located described in Exhibit D. Any drainage upon GRANTEE'S lands from Grantor's lands shall be carried out in such a manner that the surface waters from GRANTOR's lands, once upon the lands of GRANTEE, shall then commingle with the surface waters on the lands of GRANTEE and be added to the flow of natural drainage and natural watercourses on the lands of GRANTEE. Said drainage shall also be carried out in a manner that minimizes erosion on the lands of GRANTEE.

This GRANT OF EASEMENT may not be modified or extended nor may any covenant or provisions hereof be waived, except by an instrument, in writing, signed by the parties hereto.

In the event of a dispute to enforce the terms or provisions of this agreement, the prevailing party shall be entitled to attorney fees as part of its recovery or judgment in such action.

IN WITNESS WHEREOF, the GRANTOR has executed this GRANT OF EASEMENT on the date first set forth above.

Dated: February 8, 2005

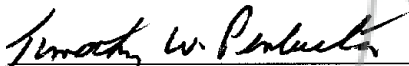


Evan L. Allred, D.M.D., GRANTOR

ACCEPTANCE BY GRANTEE

I, the undersigned GRANTEE, by signing this document, agree to be bound by its terms and conditions and hereby make and accept the grants described above.

Dated: February 14, 2005



Timothy W. Pemberton, as Trustee of the
Inter-Vivos Revocable Trust of Timothy
W. Pemberton



NEVADA ACKNOWLEDGMENTS

Acknowledgment of Individual

STATE OF NEVADA

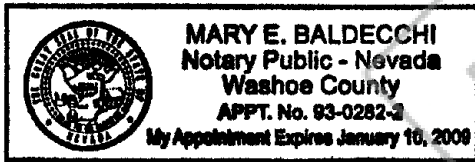
COUNTY OF Douglas

This instrument was acknowledged before me on February 8, 2005 (date) by Evan L. Allred, D.M.D. (name of person(s)).

Notary Public Mary E. Baldecchi

Printed Name: MARY E. BALDECCHI

(Seal)



My Commission Expires: 1/10/09

Acknowledgment of Corporation

STATE OF NEVADA

COUNTY OF _____

This instrument was acknowledged before me on _____ (date) by _____ (name of person(s)) as _____ (type of authority, e.g., officer, trustee, etc.) of _____ (name of party on behalf of whom instrument was executed).

Notary Public

Printed Name: _____

(Seal)

My Commission Expires: _____



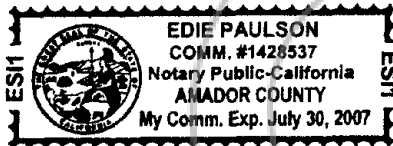
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of CALIFORNIA
County of ALPINE

On 2-14-05 before me, EDIE PAULSON, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared Timothy W. Pemberton
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Edie Paulson
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
- TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Inter-Vivos Revocable
TRUST of Timothy W.
Pemberton

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT GRANT OF EASEMENTS

NUMBER OF PAGES 3 DATE OF DOCUMENT _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

SIGNER(S) OTHER THAN NAMED ABOVE _____



EXHIBIT A TO GRANT OF EASEMENTS

All that certain lot, piece of parcel of land situate in the County of Douglas, State of Nevada, and more particularly described as follows, to-wit:

A parcel of land lying in a portion of the S1/2 SE1/4 Section 16, T. 10 N., R. 22 E., M.D.B.&M., Douglas County, Nevada; further described as follows:

Beginning at the S.W. corner of said Section 16, thence along the south line of said Section 16, S.89°58'E., 2635.53 feet to the south one-quarter corner of said Section 16, thence along said section line N.89°45'E., 189.60 feet to the S.W. corner of this 30.00 acre parcel and true point of beginning, thence continuing along said section line,

N.89°45'E., 1451.80 feet to the S.E. corner, thence leaving the section line

NORTH 1155.20 feet to the southerly R/W line of State Highway 3, thence along said R/W line

S.66°55"W., 234.55 feet to the Highway Engineer's Station 'H' 103+62.97 P.T., thence on a curve to the right, through a central angle of 14°32'32" with a radius of 5075.00 feet, for a length of 1288.08 feet, thence leaving said R/W

SOUTH 719.52 feet to the south line of Section 16, and true point of beginning.

Containing 30.00 acres more or less.

Assessor's Parcel No. 37-060-14



EXHIBIT B TO GRANT OF EASEMENTS

The North half (N 1/2) of Section 21, Township 10 North,
Range 22 East, M.D.&M.

ASSESSOR'S PARCEL NO. 1022-00-002-004

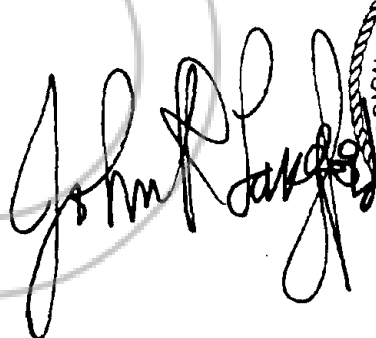

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EXHIBIT "C"

AN EASEMENT FOR ROADWAY PURPOSES BEING LOCATED IN A PORTION OF SECTION 16, T 10 N, R 22 E, MDM, COUNTY OF DOUGLAS, STATE OF NEVADA, BEING SIXTY (60) FEET IN WIDTH AND BEING LOCATED THIRTY (30) FEET EITHER SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE NE 1/4 OF SECTION 21. SAID POINT BEARS N 89°42'20" E, 463.96 FEET FROM A USGLO BRASS CAP MARKING THE 1/4 SECTION CORNER COMMON TO SECTIONS 16 AND 21 AS SHOWN ON BLM DEPENDENT RESURVEY MAP OF TOWNSHIP 10 NORTH, RANGE 22 EAST, MOUNT DIABLO MERIDIAN ACCEPTED ON DECEMBER 14, 1949, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE N 00°17'40" W, 766.4 FEET MORE OR LESS TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE 208. THE NORTHERLY END OF THE EASTERLY AND WESTERLY LINES BEING TERMINATED AT SAID RIGHT-OF-WAY LINE AND THE SOUTHERLY END OF THE EASTERLY AND WESTERLY LINES OF SAID EASEMENT BEING TERMINATED AT SAID NORTHERLY LINE OF SAID NE 1/4.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS N 00°09' E , THE EASTERLY LINE OF THE NE 1/4 OF SAID SECTION 21 AS SHOWN ON SAID DEPENDENT RESURVEY PLAT.

EXP DATE: 12/31/05
8/2/04

EXHIBIT "D"

AN EASEMENT FOR DRAINAGE PURPOSES BEING LOCATED IN A PORTION OF SECTION 21, T 10 N, R 22 E, MDM, COUNTY OF DOUGLAS, STATE OF NEVADA, BEING ONE HUNDRED (100) FEET IN WIDTH AND BEING LOCATED EASTERLY FROM THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHEASTERLY CORNER OF PLEASANT MEADOWS SUBDIVISION AS RECORDED IN BOOK 1093, PAGE 1611 OF OFFICIAL RECORDS, DOCUMENT NO. 319836 IN THE OFFICE OF THE COUNTY RECORDER, SAID POINT LYING ON THE NORTHERLY LINE OF THE NE 1/4 OF SECTION 21, SAID POINT BEARS N 89°42'20" E, 189.43 FEET FROM A USGLO BRASS CAP MARKING THE 1/4 SECTION CORNER COMMON TO SECTIONS 16 AND 21 AS SHOWN ON BLM DEPENDENT RESURVEY MAP OF TOWNSHIP 10 NORTH, RANGE 22 EAST, MOUNT DIABLO MERIDIAN ACCEPTED ON DECEMBER 14, 1949, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF SAID PLEASANT MEADOWS SUBDIVISION S 00°01'28" E, 256 FEET MORE OR LESS TO THE FLOWLINE OF AN EXISTING DRAINAGE CHANNEL. THE NORTHERLY END OF THE EASTERLY LINE OF SAID EASEMENT BEING TERMINATED AT SAID NORTHERLY LINE OF SAID NE 1/4 AND THE SOUTHERLY END OF SAID EASEMENT BEING TERMINATED AT SAID DRAINAGE CHANNEL.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS N 00°09' E, THE EASTERLY LINE OF THE NE 1/4 OF SAID SECTION 21 AS SHOWN ON SAID DEPENDENT RESURVEY PLAT.



John R. Langford
John R. Langford

EXP. DATE: 12/31/05
8/12/04

