

OFFICIAL RECORD

Requested By:

FIRST AMERICAN TITLE COMPANY

APN: 1320-30-211-102

Recording requested by,
and when recorded return to:

Santoro, Driggs, Walch,
Kearney, Johnson & Thompson
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101
Attn: J. Douglas Driggs, Jr., Esq.

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 7 Fee: 20.00
BK-0805 PG-10949 RPTT: 0.00



GRANT OF EASEMENT

WHEREAS, Elsinore Homes, Inc., a California ("Grantor") is the owner of real property identified in the attached Exhibit A (the "Easement Parcel"); and

WHEREAS, on August 23, 2005, that certain Declaration Of Covenants, Conditions And Restrictions For Ironwood Town Homes was recorded in the Official Records of Douglas County as Instrument 653085, Book 0805, Page 10880 (the "CC&R's"); and

WHEREAS, Grantor desires to provide a perpetual easement for ingress and egress upon, over, and across the Easement Parcel for the benefit of the real property known as Ironwood Center as described in Exhibit B (the "Benefited Property"), the owner of each parcel within the Benefited Property (the "Owners," and each an "Owner"), and other persons as described below:

NOW, THEREFORE, for and in consideration of One Dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor hereby grants to the Owners, their respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, for the benefit of each parcel constituting the Benefited Property, as grantees, a non-exclusive and perpetual easement for ingress and egress upon, over and across the area designated as the Common Driveway on the attached Exhibit C (the "Easement Area") and any additional easement as reasonably necessary to construct such Common Driveway as described herein.

2. The Easement Area shall be used exclusively as a driveway area for ingress to and egress from the Benefited Property. Except as specifically stated herein, no Improvement (as hereinafter defined) or barrier may be constructed or placed on the Easement Area that impairs or impedes the normal flow of vehicular traffic and no parking areas may be established on the Easement Area or any portion thereof, except with the express prior written permission of the Owners. Notwithstanding the foregoing, or anything contained herein to the contrary, Grantor, its successors and assigns shall be permitted to and obligated to pave and maintain the Easement Area in the same manner as other driveway areas comprising a part of the Common Areas (as defined in the CC&R's).

3. The term "Improvement" shall mean any and all structures, buildings, and appurtenances related thereto of every type and kind, including, without limitation, buildings, structures, parking areas, garages, street lights, parking lot lighting, exterior stairways and landings, mail and other kiosks, common trash receptacles, grading, excavation, fill, fences, screening walls, retaining walls, stairs, decks, windbreaks, drive-up and drive-thru facilities, landscaping of any and all types and kinds, hedges, plantings, planted trees, shrubs; sprinkler pipes and heads, poles, banners, flags, signs of any type, striping, informational markings, exterior air conditioning, electrical and other equipment, and all other exterior fixtures or equipment. Improvement shall also mean and refer to all additions or modifications to the exterior of an Improvement, including, without limitation, building, constructing, installing, altering or replacing, as the case may be, any of the aforesaid.

4. This easement may not be terminated, modified or amended except by written agreement of the parties or their successors and assigns.

5. The easements granted herein and the restrictions imposed hereby, and the agreements herein contained shall be easements, restrictions and covenants running with the land, and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, without limitation, all owners of the Easement Parcel and the Benefited Parcel and all persons claiming under them. The easements granted herein shall have perpetual existence and no non-use or temporary or permanent cessation of use of the Easement Area shall cause a termination or limitation thereof.

6. The various rights and remedies herein contained and reserved to the Owners, individually and collectively, except as otherwise provided in this Agreement, shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative, and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. Without limiting the foregoing, in the event of any violation or threatened violation by any person of any of the covenants or restrictions contained in this instrument, any or all of the Owners shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth herein or provided by law. In addition, but without limitation, in the event of a violation of Section 2 of this instrument, any or all of the Owners shall be entitled to remove or cause the removal of any Improvement or barrier constituting a violation of Section 2, repair any damage caused in connection with the removal, and collect upon demand from the person or entity constructing the Instrument or barrier the reasonable costs incurred with respect to the removal of the Instrument or barrier and the related damage repair.



7. In the event any person or entity initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this instrument, whether or not suit is filed or prosecuted to final judgment, the prevailing party in any such action or proceeding shall be entitled to recover from the non-prevailing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal) in addition to any other damages or relief awarded.

DATED this 14th day of July, 2005.

Elsinore Homes, Inc.
a California corporation

By: [Signature]
Name: Shelly Olson
Title: Vice President

STATE OF NEVADA

COUNTY OF CLARK

Douglas
D^{SS}

On the 18th day of August, 2005, personally appeared before me, a Notary Public in and for said County and State, _____, _____ of Elsinore, Inc., a California corporation, personally known or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that (s)he executed the same freely and voluntarily and for the purposes and uses therein mentioned.

IN WITNESS WHEREOF, I have executed this notary and affixed my official seal.

Notary Public

My commission expires:



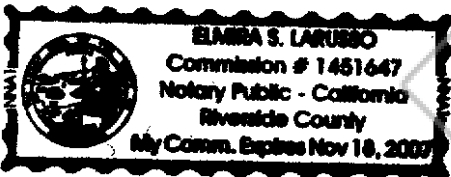
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside } ss.

On July 14, 2005 before me, Elmira S. Larusso
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Shelly Olson
Name(s) of Signer(s)

personally known to me
 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.
Elmira S. Larusso
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

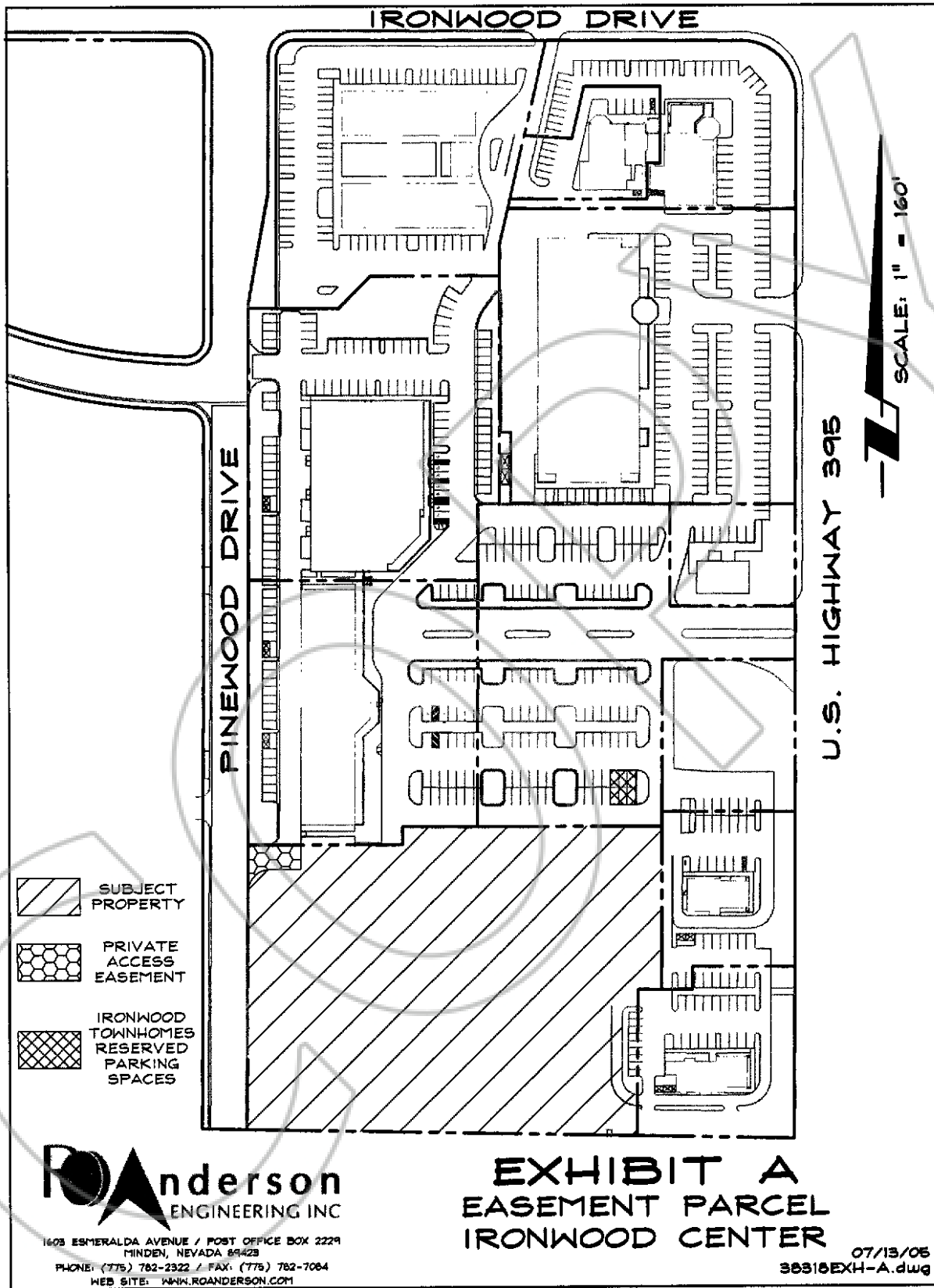
Capacity(ies) Claimed by Signer

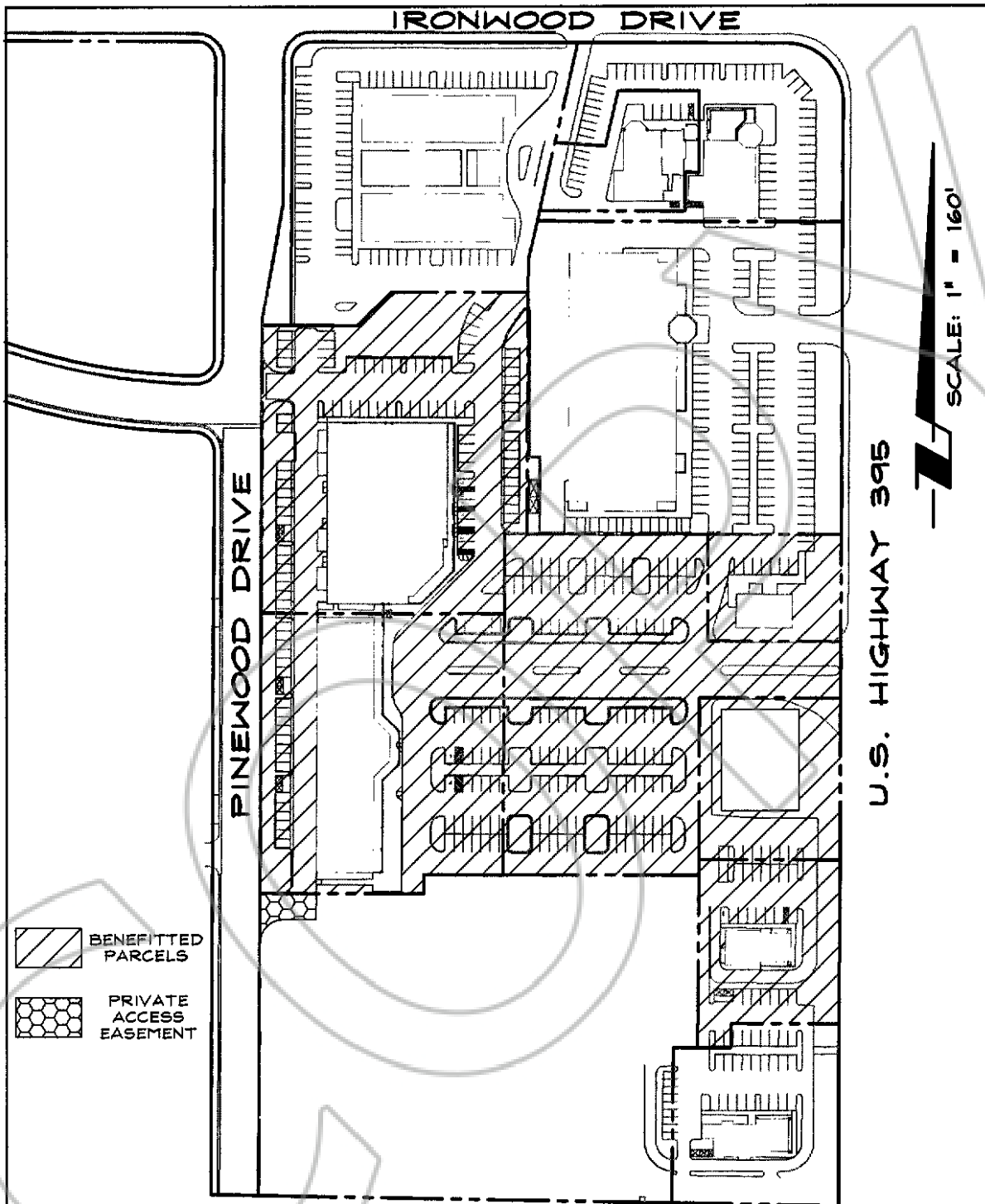
Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____







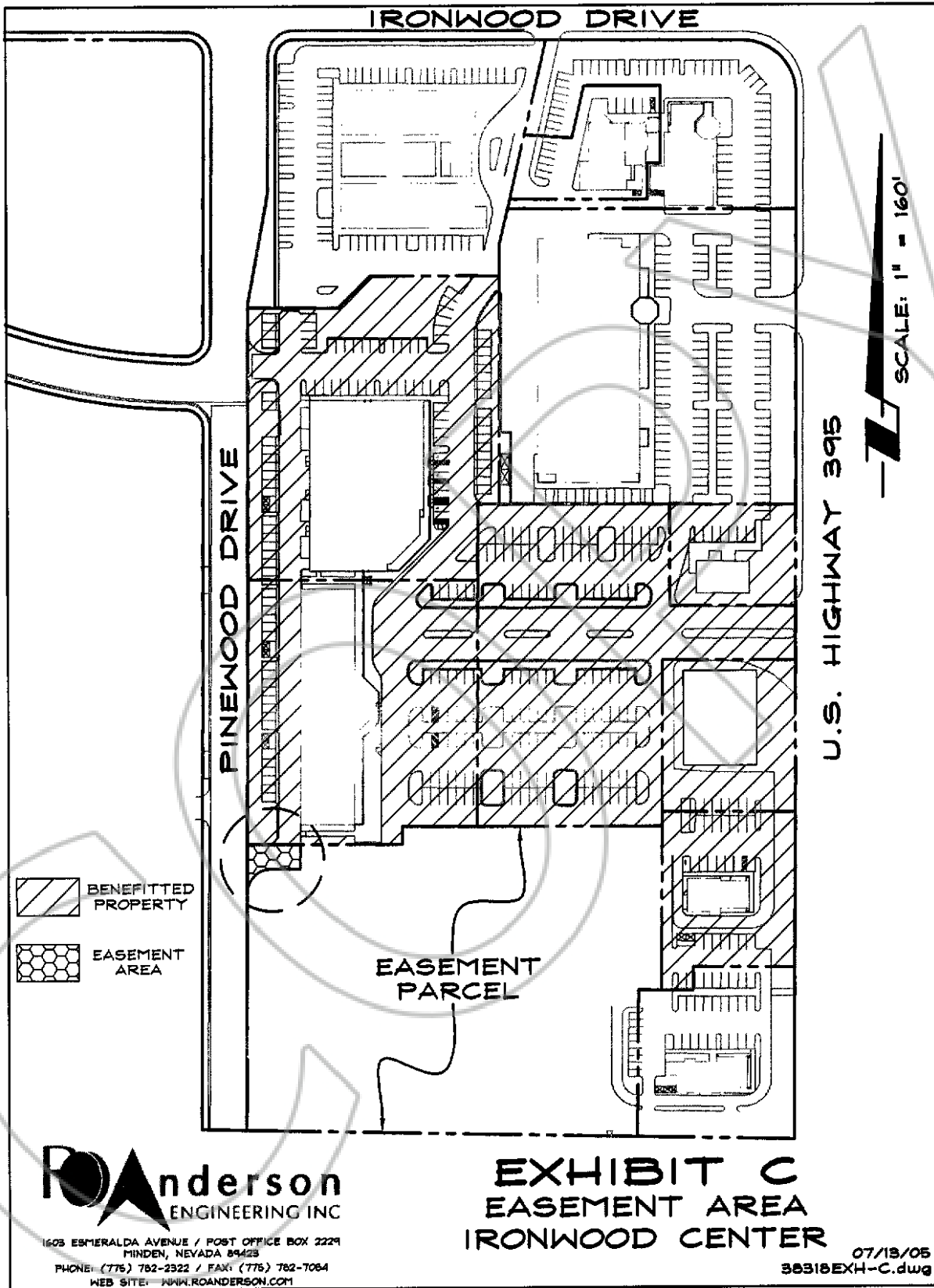
RoAnderson
ENGINEERING INC

1603 ESERALDA AVENUE / POST OFFICE BOX 2229
MINDEN, NEVADA 89423
PHONE: (775) 782-2322 / FAX: (775) 782-7084
WEB SITE: WWW.ROANDERSON.COM

EXHIBIT B
BENEFITTED PARCELS
IRONWOOD CENTER

07/13/05
38318EXH-B.dwg





RoAnderson
ENGINEERING INC

1605 ESERALDA AVENUE / POST OFFICE BOX 2224
MINDEN, NEVADA 89423
PHONE: (775) 782-2322 / FAX: (775) 782-7084
WEB SITE: WWW.ROANDERSON.COM

EXHIBIT C
EASEMENT AREA
IRONWOOD CENTER

07/13/05
38318EXH-C.dwg

