

A. P. Nos. 1320-30-301-002 &  
1320-30-215-025

R.P.T.T.  
No. 149212-MM

When recorded mail to:  
*Law Offices of Judith A. Otto, Ltd.  
1610 Montclair Ave., Suite B  
Reno, NV 89509*

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 8 Fee: 21.00  
BK-1205 PG- 6126 RPTT: 0.00



**GRANT OF PRIVATE DRIVEWAY EASEMENT  
AND MAINTENANCE AGREEMENT**

THIS GRANT OF DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT,  
is made and entered into this 3RD day of November, 2005, by and between  
IRONWOOD LEASING LTD., a Nevada limited liability company, party of the first part, and  
ELSINORE HOMES, INCORPORATED, a California corporation, party of the second part, as  
follows:

**WITNESSETH:**

WHEREAS:

A. IRONWOOD LEASING LTD., a Nevada limited liability company (hereinafter  
"IRONWOOD"), owns that certain parcel of real property situate in the County of Douglas, State  
of Nevada (the "Ironwood Parcel"), which parcel is located within a portion of Section 30,  
Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County,  
Nevada, more particularly described as follows:

Parcel 4-B, as set forth on Parcel Map No. 2, for MINDEN IRONWOOD PARTNERS,  
filed for record in the office of the County Recorder of Douglas County, State of Nevada,  
on October 16, 1991, in Book 1091, Page 2940, as Document No. 262864.

B. ELSINORE HOMES, INCORPORATED, a California corporation (hereinafter  
"ELSINORE"), owns that certain parcel of real property situate in the County of Douglas, State  
of Nevada (the "Elsinore Parcel"), more particularly described as follows:

Common Area as shown on the Map of Ironwood Townhomes, filed in the office of the  
Douglas County Recorder on August 23, 2005 in Book 0805, Page 10879 as File No.  
653084, Official Records

C. IRONWOOD desires to maintain a drive-thru driveway over and across a portion of the Elsinore Parcel, and ELSINORE has agreed to grant an easement to IRONWOOD for such purpose subject to the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration, the adequacy, receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Grant of Easement. ELSINORE HOMES, INCORPORATED, a California corporation, does hereby grant to IRONWOOD LEASING LTD., a Nevada limited liability company, and to its successors and assigns, contractors, agents, invitees and guests, a private, exclusive easement for ingress and egress and access to above and underground utilities and landscaping as more fully set forth below ("Easement"), which Easement runs North and South along a portion of the East boundary of the Ironwood Parcel, all as more fully described on Exhibit "A" attached hereto and incorporated herein, and depicted on Exhibit "B" attached hereto.

2. Purpose of Easement. This Easement is granted for the purpose of ingress and egress for a drive-thru lane for a business operated on the Ironwood Parcel ("Drive-Thru") and for ingress and egress access to underground utilities, landscaping, lighting and such other reasonable functions existing or necessary for the continued operation of a Drive-Thru.

3. Maintenance of the Easement. ELSINORE has installed the asphalt and curbing for the Drive-Thru; and Ironwood, its successors and assigns, shall be responsible for maintaining the Easement in a clean and sanitary manner.

4. Indemnity and Hold Harmless Agreement. The parties hereto, as owners of the Ironwood Parcel and the Elsinore Parcel do hereby indemnify and hold each other, and their successors and assigns harmless from any and all loss, damage or liability sustained by them, their successors, assigns, invitees, guests or agents related to the installation, maintenance, or use of the Easement granted herein.

5. Attorneys Fees and Costs. In the event of any action or proceeding brought in connection with a dispute between the parties herein with respect to the subject matter in this agreement, or the easement created herein, the prevailing party in such action or proceeding shall be entitled to recover their costs incurred in connection therewith, including reasonable attorneys fees incurred.

6. Appurtenances. This grant of Easement shall run with the land and be binding upon and inure to the benefit and burden of the parcels described above and the owners thereof and their successors and assigns.



This document may be executed in counterpart.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand the date and year first written above.

IRONWOOD LEASING LTD.,  
A Nevada limited liability company

ELSINORE HOMES, INCORPORATED,  
a California corporation

By Ronald F. Tolotti

By Douglas P. Rastello

Its Manager

Its AVP


BY: William R. Ford  
Its: Manager

 LUANNDA S. SEARIGHT  
Notary Public - State of Nevada  
Appointment Recorded in Washoe County  
No: 04-89860-2 - Expires June 16, 2008

STATE OF )  
                  )SS.  
COUNTY OF )

This instrument was acknowledged before me on November 8th, 2005, by Ronald F. Tolotti, as Manager of/for IRONWOOD LEASING, LTD.


Luannda S. Searight  
Notary Public

 CINDY DILLON  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
No: 01-70337-5 - Expires November 11, 2006

STATE OF Nevada )  
                  )SS.  
COUNTY OF Douglas )

This instrument was acknowledged before me on 11-3-05, 2005, by Douglas P. Rastello, as AVP of/for ELSINORE HOMES, INCORPORATED.

Cindy Dillon  
Notary Public

 CINDY DILLON  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
No: 01-70337-5 - Expires November 11, 2006

STATE OF Navada

COUNTY OF Washoe

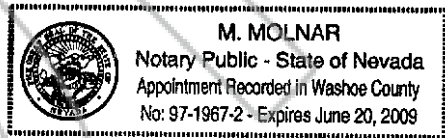
On 11/14/05 before me a Notary Public, personally appeared

William R. Ford. Jr.

~~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.

M. Molnar  
Notary Public



August 24, 2005

## LEGAL DESCRIPTION FOR DRIVEWAY EASEMENT

Prepared by:  
Donald A. Dick, PLS  
1628 OLUA ST. #9  
MINDEN, NV. 89423

The portion of land referred to herein is situate in the State of Nevada, Douglas County, and described as follows:

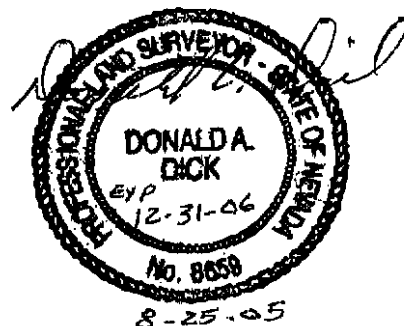
All that certain piece or parcel of land situate in a portion of Section 30, Township 13 North, Range 20 East, M.D.M., more specifically described as follows:

Commencing at the Southeast corner of the Common Area as shown on document # 653084, FINAL SUBDIVISION MAP, PD 01-012, thence  $N00^{\circ}18'00''E$ , 34.11 feet to the TRUE POINT OF BEGINNING. Said point of beginning falls on a point on a curve concave Northeasterly having a radial bearing of  $S04^{\circ}46'13''W$  and a radius of 28.53 feet; thence through the following courses;

1. Northwesterly along said curve through a central angle of  $84^{\circ}17'09''$  and an arc length of 46.38 feet;
2.  $N00^{\circ}02'13''E$ , 97.04 feet;
3.  $S89^{\circ}42'28''E$ , 14.75 feet to the beginning of a non-tangent curve concave Northwesterly having a radial bearing of  $N00^{\circ}20'27''E$  and a radius of 17.20 feet;
4. Northeasterly along said curve through a central angle of  $35^{\circ}49'43''$  and an arc length of 10.76 feet;
5.  $S89^{\circ}42'00''E$ , 4.68 feet to an angle point in said Common Area;
6.  $S00^{\circ}18'00''W$ , 131.04 feet to the POINT OF BEGINNING.

Said Easement is also shown on the attached EXHIBIT   A  .

The area is approximately 3,551.01 sq. ft



The bearing of  $N88^{\circ}47'55''W$  as shown along the Southerly boundary of the FINAL SUBDIVISION MAP, PD 04-012, Ironwood Townhouses, Bk. 0805, Pg. 10879, Document # 653084, was used as the basis of bearings for this description.



# PROPOSED DRIVEWAY EASEMENT EXHIBIT B

L=10.76  
Tan=5.56  
DELTA=35°49'43"  
R=17.20

S89°42'28"E  
14.75'

N00°20'27"E  
RADIAL

N89°42'00"W  
4.68'

26.43'  
N89°42'00"W 61.43'

AREA  
3,551.01 sq. ft.

COMMON AREA  
PER FINAL SUBDIVISION  
MAP PD 04-012  
FILED 23, AUGUST, 2005  
BK. 0805, PG. 10679  
DOCUMENT # 653084

97.04'

S 00°02'13" W

131.04'

N00°18'00"E



PARCEL  
4-B

APN 1320-30-301-002  
IRONWOOD LEASING LTD

NOTE:  
BACK OF EXISTING  
CURB.

PROPERTY  
LINE

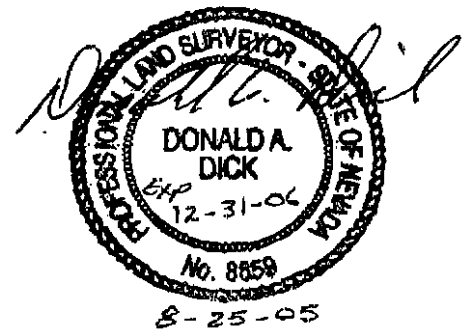
L=46.38  
Tan=28.53  
DELTA=84°17'09"  
R=31.53

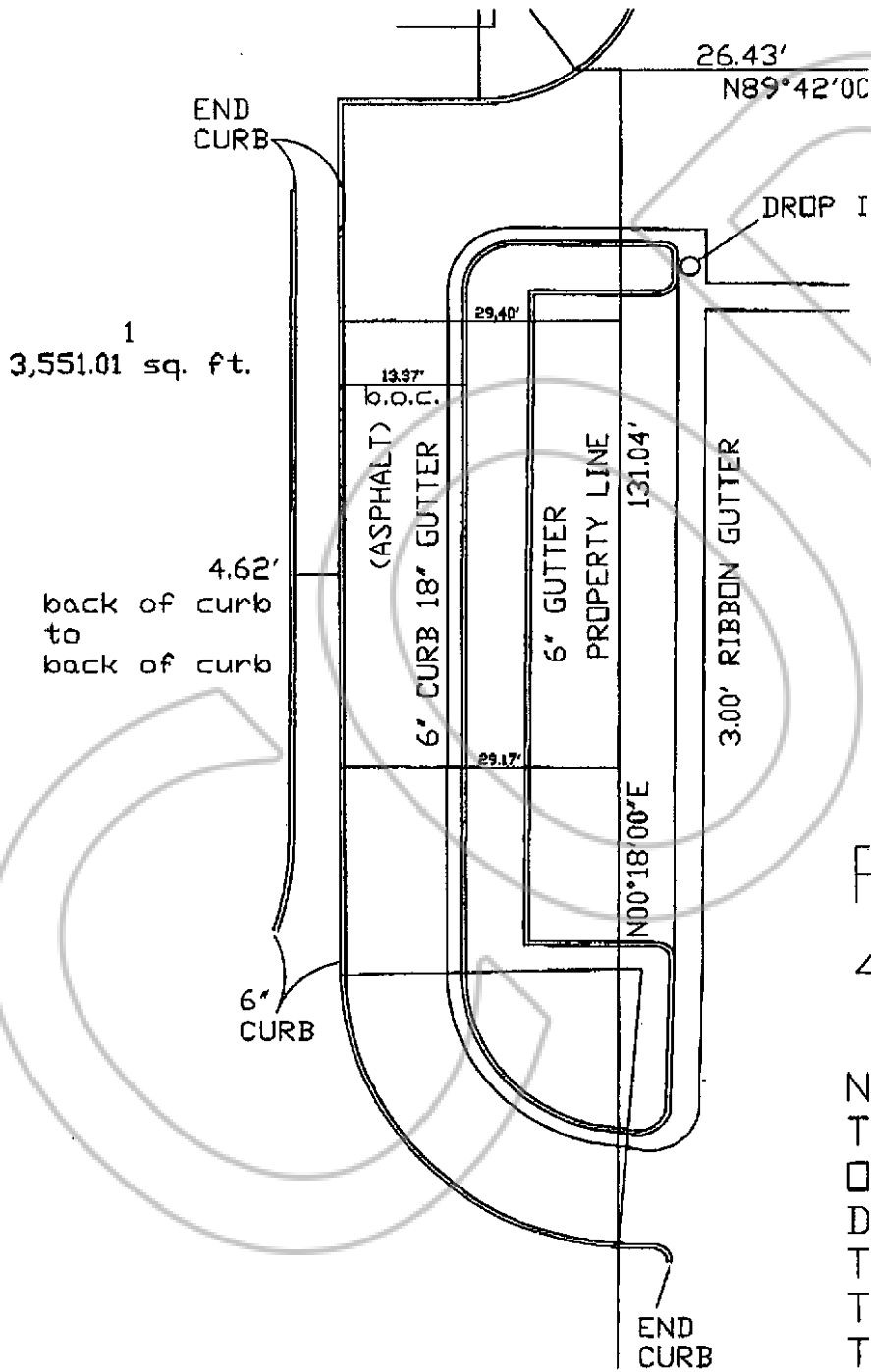
END  
CURB

P.O.B.  
S04°46'13"W  
RADIAL

S00°18'00"W  
34.11'

S88°47'55"E





1  
3,551.01 sq. ft.

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