

APN: 1022-22-000-017, -018

The undersigned hereby affirms that there is no Social Security number contained in this document.

When recorded, return to: George M. Keele, Esq. 1692 County Road, #A Minden NV 89423

DOC # 0721785  
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OFFICIAL RECORD  
Requested By:  
GEORGE M KEELE

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 16 Fee: 29.00  
BK-0408 PG- 4913 RPT: 0.00



RECIPROCAL GRANT OF EASEMENT

THIS INDENTURE, made and entered into this 17<sup>th</sup> day of April, 2008, by and between HOLLY ALLEN and KEITH ALLEN, husband and wife as community property with right of survivorship (hereinafter collectively referred to as "Grantor" and as "Grantee"), and WILLIAM GRANT HADRATH, an unmarried man (hereinafter referred to as "Grantee" and as "Grantor"). When both parties identified as "Grantor" are hereafter described in this document as acting together in conveying real property rights by grant of easement, or otherwise, the parties shall be known as "Grantors."

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other good and valuable consideration, Grantors do hereby grant, bargain, sell, and convey to Grantees, and to their heirs, successors, and assigns, a permanent, exclusive easement thirty feet (30') wide, as more fully described on Exhibit A attached hereto and made a part hereof by this reference

(hereinafter referred to as "the easement"), for the construction and maintenance of a roadway for ingress and egress, together with other necessary or convenient appurtenances connected therewith, across, over, under, and upon and for the benefit of the two parcels of real property situate in the County of Douglas, State of Nevada, which are more fully described on Exhibits B ("the Allen Parcel," namely: APN 1022-22-000-017) and C ("the Hadrath Parcel," namely: APN 1022-22-000-018) attached hereto and incorporated herein by this reference, together with the right of ingress and egress to and from and upon the easement and the right to use such reasonable portion of Grantors' and Grantees' contiguous real property as may be required by Grantors and Grantees from time to time for the purpose of constructing, reconstructing, inspecting, repairing, and maintaining the easement, right-of-way, and roadway thereon and the appurtenances thereto. Grantors specifically reserve their respective fee simple interests in the easement, including without limitation all rights not specifically conveyed to Grantees by this Reciprocal Grant of Easement, and the right, in each Grantor's own behalf and in behalf of family, friends, guests, and invitees of each Grantor of ingress and egress over, under, across, and upon the easement. This Reciprocal Grant of Easement is bound by the following standards and upon strict compliance with the following conditions:

1. WORKMANLIKE STANDARD OF CONSTRUCTION AND MAINTENANCE OF EASEMENT; EQUAL SHARING OF CERTAIN EXPENSES; RECIPROCAL RIGHT, AFTER NOTICE, TO PERFORM REASONABLE MAINTENANCE AND IMPROVEMENT AND TO SEEK INDEMNITY THEREFOR. The roadway upon the easement shall be constructed by Grantors and Grantees and maintained by Grantors and Grantees in as good and workmanlike manner as possible and made and kept as safe as possible for public travel. The expense of construction and maintenance of the roadway shall be borne equally by each Grantor named above, namely: with HOLLY ALLEN and KEITH ALLEN, and their successors and assigns bearing responsibility for, paying when due, and holding WILLIAM GRANT HADRATH, and his successors and assigns harmless from and indemnifying him as to exactly half of the expense, and with WILLIAM GRANT HADRATH, and his successors and assigns bearing responsibility for, paying when due, and holding HOLLY ALLEN and KEITH ALLEN, and their successors and assigns harmless from and indemnifying them as to exactly half of the expense of such construction and maintenance. Each above-named Grantor shall also bear exactly half of the expense of reconstructing, inspecting, and repairing the easement and roadway thereon and its appurtenances.

Should either Grantor determine that it is important or vital to perform a work of maintenance, construction, repair, reconstruction, or other improvement on the easement and, after providing notice to the other Grantor as set forth in paragraph 21 hereof of the perceived need to perform such work, should



the notifying Grantor fail, within 60 days (except in emergency, as hereinafter indicated) to receive from the notified Grantor any response to the notice sent by the notifying Grantor, then the notifying Grantor may proceed without the cooperation of the notified Grantor to perform such work and then send a statement for indemnity as to half of the expense incurred by the notifying Grantor to the notified Grantor. If the notified Grantor fails or refuses to indemnify the notifying Grantor within 30 days, then the notifying Grantor may commence an action in the Ninth Judicial District Court of the State of Nevada in and for Douglas County to be indemnified, by obtaining judgment for indemnity against the notified party.

2. GRANTEES RESTRICTED AGAINST GRANTING RIGHTS IN EASEMENT TO THIRD PARTIES.

A. Each Grantee receiving a conveyance of rights in this Reciprocal Grant of Easement, shall not, by virtue of such conveyance, acquire the right to grant to any person or entity permission, written or otherwise, to construct or maintain a pole line, or a pipeline, or conduit, or any utility infrastructure whatever, or any other improvement on, over, under, or across any portion of the above-described easement and roadway right-of-way without the prior written authorization of the other Grantee named in this Reciprocal Grant of Easement.

B. Neither Grantee shall grant to any person or entity permission, written or otherwise, to use the easement conveyed herein for access to any parcel other than each Grantor's parcel described in this Agreement and each Grantee's parcel described in this Agreement.

3. GRANTORS RETAIN RIGHTS OF INGRESS AND EGRESS VIA EXISTING (APRIL 2008) FARM ROAD. The rights currently held by both Grantors to use as means of ingress and egress to and from Grantors' and Grantees' above-described parcels via the present (April 2008) farm road leading from Nevada State Route 208 to Grantors' and Grantees' parcels described on Exhibits B and C hereto shall not be impaired by virtue of this Reciprocal Grant of Easement.

4. GRANTORS RESERVE RIGHTS; GRANTORS AND GRANTEES SHALL NOTIFY EACH OTHER AND COOPERATE WHEN EITHER IMPROVES EASEMENT. The Grantors' further right to enter upon the easement and grade, level, fill, drain, pave, build, maintain, repair, and rebuild a roadway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over, and across the real property embraced within the easement and right-of-way hereinafter described, which is located within the boundaries of the above-described parcels of land (see Exhibits B and C) and within the easement shall not be impaired by virtue of this Reciprocal Grant of Easement. Nevertheless, the Grantors and Grantees, their successors and assigns, shall cooperate in every way with each other in their exercise of the rights and



discretion and performance of the responsibilities enjoined upon them by this Agreement. This obligation shall include the duty to provide 30 days' advance written notice to each Grantor and each Grantee when the other Grantor or Grantee intends to undertake any work of improvement upon or in the easement, except in case of emergency when either Grantor or Grantee may, without notice to the other, enter upon the easement and perform such work as is necessary to preserve life or property.

5. NO STRUCTURES OR TREES ALLOWED IN EASEMENT. Grantors agree that Grantors and Grantors' heirs, successors and assigns will neither construct nor allow to be constructed any buildings, structures (excluding curbs, landscaping, fences, and the like), or trees upon, over, across, or under the easement, now or hereafter, without the prior written permission of both Grantors, their successors and assigns, and both Grantees, their successors and assigns.

6. EASEMENT RUNS WITH THE LAND. The easement herein granted shall run with the land and shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

7. ATTORNEY'S FEES. Should any litigation be commenced between the parties hereto concerning the Property, this Agreement, or the rights and duties of either in relation thereto, the prevailing party will be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation which shall be



determined by the court in such litigation or in a separate action brought for that purpose.

8. BINDING EFFECT. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their heirs, personal representatives, successors, and assigns.

9. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

10. INDEPENDENT COUNSEL. The parties agree that each party and his own counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement or any amendments or exhibits thereto.

11. CONSTRUCTION OR INTERPRETATION OF AGREEMENT. The parties agree that each party and its counsel, if any, have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

12. INTERCHANGEABLE TERMS. In this Agreement, the neuter gender includes the feminine and masculine, the singular number includes the plural, and the words "person" and "party" include



corporation, partnership, limited-liability company, firm, trust, or association as the context requires.

13. RECITALS AND CAPTIONS. The recitals and captions of the paragraphs and subparagraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

14. ENTIRE AGREEMENT. The terms of this Agreement are intended by the parties as a final expression of their agreement, and they may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence, excepting written amendments hereto, may be introduced in any judicial proceeding, if any, involving this Agreement.

15. AMENDMENTS. This Agreement may only be amended by the unanimous, written consent of the parties hereto; all remaining parts, terms, and provisions hereof not affected by any such future amendments, shall remain in full force and effect and shall in no way be invalidated, impaired, or affected by amendments to other portions of this Agreement.

16. FURTHER DOCUMENTS. Each party will, whenever and as often as it shall be requested to do so by the other party, execute, acknowledge, and deliver, or cause to be executed, acknowledged and delivered, such further instruments or



documents and to do any and all other acts and to execute, acknowledge, and deliver any and all documents as may be requested in order to carry out the intents and purposes of this Agreement.

17. SEVERABILITY. Should any part, term, or provision of this Agreement or any document required herein to be executed or delivered at the closing of escrow be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions thereof shall remain in full force and effect, and they shall in no way be invalidated, impaired, or adversely affected thereby.

18. TIME; FORCE MAJEURE. Except as may otherwise specifically provided in this Agreement, time is of the essence of this Agreement and in each and every provision thereof. The time limitations set forth in this Agreement may be extended a reasonable time in the event of an act of God such as tornado, fire, flood, or similar disaster that precludes performance of its/his covenants by either party or by both.

19. CHOICE OF LAW. This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of Nevada.

20. VENUE. Venue of any action pertaining to this Agreement shall lie in the Ninth Judicial District Court of the State of Nevada, in and for the County of Douglas or, as applicable, the United States District Court for the District of Nevada, Northern (Reno) Division.



21. NOTICES. The following, until notice in writing of any change shall be given as provided herein, shall be deemed the addresses of the parties hereto for the purpose of any notice hereunder, and any notice mailed, postage fully prepaid and properly addressed to the other party, shall be deemed delivered as of the date of mailing:

HOLLY AND KEITH ALLEN  
3851 Highway 208  
Wellington, NV 89444

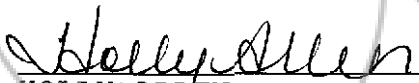
WILLIAM GRANT HADRATH  
3701 Highway 208  
Wellington, NV 89444

Grantors and Grantees shall also notify each other in writing in the manner set forth in this paragraph of all changes of address by either party.

22. AGREEMENT DOES NOT CREATE PARTNERSHIP, AGENCY, OR JOINT VENTURE. This Agreement is not intended and shall not be construed to create a partnership, agency, or joint venture between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

GRANTORS

  
\_\_\_\_\_  
HOLLY ALLEN

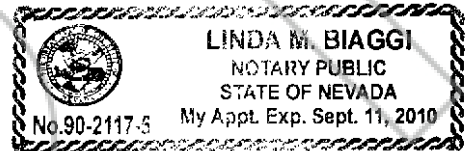
  
\_\_\_\_\_  
WILLIAM GRANT HADRATH

  
\_\_\_\_\_  
KEITH ALLEN

STATE OF NEVADA )  
 : ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on the 17<sup>th</sup>  
day of April, 2008, by HOLLY ALLEN and KEITH ALLEN.

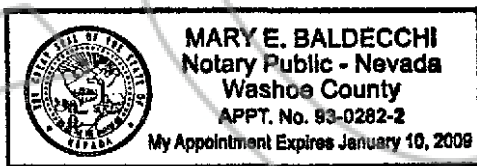
Linda M. Biaggi  
NOTARY PUBLIC



STATE OF NEVADA )  
 : ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on the 17<sup>th</sup>  
day of April, 2008, by WILLIAM GRANT HADRATH.

Mary E. Baldecchi  
NOTARY PUBLIC



**EXHIBIT A**  
**DESCRIPTION**  
**PRIVATE ACCESS EASEMENT**  
**ACROSS PARCELS 4A AND 5A,**  
**RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT**  
**FOR EVAN L. ALLRED,**  
**DOCUMENT NO. 525551**  
**(A.P.N.S 1022-22-000-017 & -018)**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A thirty-foot wide (30') strip of land for private access purposes located within portions of the Southeast one-quarter of Section 22 and the Southwest one-quarter of Section 23, Township 10 North, Range 22 East, Mount Diablo Meridian, lying fifteen-feet (15') on both sides of a line more particularly described as follows:

Commencing at the southeast 1/16 corner of Section 22, T.10N., R.22E., M.D.M.;  
thence along the east-west centerline of said Southeast 1/4 of Section 22 North 89°58'58" East, 158.99 feet to the POINT OF BEGINNING of the easement centerline;  
thence South 43°21'20" East, 906.53 feet to the line common with Parcels 4A and 5A as shown on the Record of Survey to support a Boundary Line Adjustment for Evan L. Allred recorded October 18, 2001 in the office of Recorder, Douglas County, Nevada as Document No. 525551;  
thence along said common line North 89°54'20" East, 1511.31 feet to the TERMINUS of the easement centerline, containing 72,535 square feet (1.67 acres), more or less.

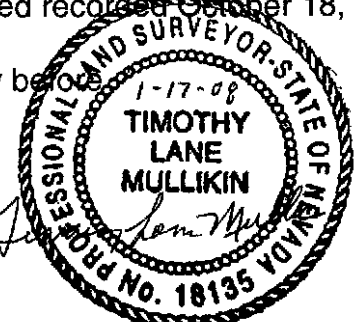
The side lines of the easement shall be lengthened or shortened to intersect with the east-west centerline of said Southeast one-quarter of Section 22.

It is the intent of this description to call for the monuments noted on the Record of Survey to be recorded concurrently with this description.

The Basis of Bearing of this description is North 00°08'26" East, the west line of the northwest 1/4 of Section 22, T.10N., R.22E., M.D.M., as shown on the Record of Survey to Support a Boundary Line Adjustment for Evan L. Allred recorded October 18, 2001 as Document No. 525551.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: R.O. Anderson Engineering, Inc.  
P.O. Box 2229, Minden, Nevada 89423



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EXP. 12-31-09



BK- 0408  
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**EXHIBIT B  
DESCRIPTION  
ADJUSTED PARCEL 4A  
RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT  
FOR EVAN L. ALLRED,  
DOCUMENT NO. 525551  
(A.P.N. 1022-22-000-017)**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within portions of the Southeast one-quarter of Section 22 and the Southwest 1/4 of Section 23, Township 10 North, Range 22 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the 1/4 corner for Sections 22 and 27, T.10N., R.22E., M.D.M.;  
thence along the section line common to said Sections 22 and 27 the following two courses:

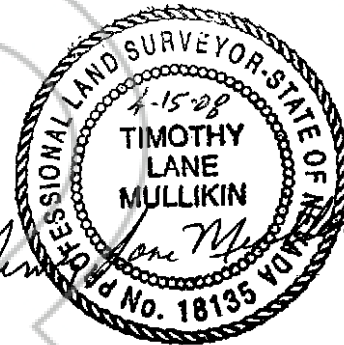
North 89°45'22" East, 1307.48 feet;  
North 89°46'04" East, 430.46 feet;  
thence North 00°13'56" West, 316.15 feet;  
thence North 76°11'16" West, 339.10 feet;  
thence North 30°53'03" West, 304.64 feet to the POINT OF BEGINNING;  
thence continuing North 30°53'03" West, 32.91 feet;  
thence North 54°59'35" West, 195.68 feet;  
thence North 47°26'38" West, 204.21 feet;  
thence North 41°17'21" West, 275.00 feet;  
thence North 55°43'02" West, 310.69 feet to the east-west centerline of said Southeast 1/4 of Section 22;  
thence along said centerline the following two courses:  
North 89°58'58" East, 832.51 feet to the southeast 1/16 corner;  
North 89°58'58" East, 1310.40 feet to the south 1/16 corner common to said Sections 22 and 23;  
thence along the east-west centerline of said Southwest 1/4 of Section 23, North 89°55'43" East, 1363.65 feet to the southwest 1/16 corner;  
thence along the north-south centerline of said Southwest 1/4 of Section 23, South 00°08'56" West, 658.08 feet;  
thence South 89°54'20" West, 2739.09 feet to the POINT OF BEGINNING, containing 47.05 acres, more or less.

It is the intent of this description to call for the monuments noted on the Record of Survey to be recorded concurrently with this description.

The Basis of Bearing of this description is North 00°08'26" East, the west line of the northwest 1/4 of Section 22, T.10N., R.22E., M.D.M., as shown on the Record of Survey to Support a Boundary Line Adjustment for Evan L. Allred recorded October 18, 2001 as Document No. 525551.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: R.O. Anderson Engineering, Inc.  
P.O. Box 2229  
Minden, Nevada 89423



EXP 12-31-09

**EXHIBIT C  
DESCRIPTION  
ADJUSTED PARCEL 5A  
RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT  
FOR EVAN L. ALLRED,  
DOCUMENT NO. 525551  
(A.P.N. 1022-22-000-018)**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within portions of the Southeast one-quarter of Section 22 and the Southwest 1/4 of Section 23, Township 10 North, Range 22 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the 1/4 corner for Sections 22 and 27, T.10N., R.22E., M.D.M.;  
thence along the section line common to said Sections 22 and 27 the following two courses:

North 89°45'22" East, 1307.48 feet;  
North 89°46'04" East, 430.46 feet to the POINT OF BEGINNING;  
thence North 00°13'56" West, 316.15 feet;  
thence North 76°11'16" West, 339.10 feet;  
thence North 30°53'03" West, 304.64 feet;  
thence North 89°54'20" East, 2739.09 feet to the north-south centerline of said Southwest 1/4 of Section 23;  
thence along said centerline, South 00°08'56" West, 658.08 feet to the west 1/16 corner common to Sections 23 and 26;  
thence along the section line common to said Sections 23 and 26, South 89°56'24" West, 1374.07 feet to the corner common to Sections 22, 23, 26 and 27;  
thence along the section line common to Sections 22 and 27, South 89°46'04" West, 876.37 to the POINT OF BEGINNING, containing 36.77 acres, more or less.

It is the intent of this description to call for the monuments noted on the Record of Survey to be recorded concurrently with this description.

The Basis of Bearing of this description is North 00°08'26" East, the west line of the northwest 1/4 of Section 22, T.10N., R.22E., M.D.M., as shown on the Record of Survey to Support a Boundary Line Adjustment for Evan L. Allred recorded October 18, 2001 as Document No. 525551.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: R.O. Anderson Engineering, Inc.  
P.O. Box 2229  
Minden, Nevada 89423



EXP 12-31-09

