V

APN: 1219-26-001-006

When Recorded, Mail to the Grantors and the Grantees as follows:

GRANTORS: RYAN D. RUSSELL, ESQ. Allison, MacKenzie, et al. Post Office Box 646 Carson City, NV 89702

GRANTEES: SUELLEN FULSTONE Morris Peterson 6100 Neil Road., Suite 555 Reno, NV 89511

The parties executing this document hereby affirm that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.030.

DOC # 0747800 07/27/2009 10:55 AM Deputy: SD OFFICIAL RECORD Requested By: JERALD JACKSON

> Douglas County - NV Karen Ellison - Recorder

Page: 1 Of 3 Fee: 16.00 BK-0709 PG-6278 RPTT: 0.00



GRANT OF EASEMENT

THIS INDENTURE is made effective as of this 30 day of ADRIL., 2009, by DAVID T. HILL and SHEILA R. HILL (hereinafter "GRANTORS") and JERALD R. JACKSON, as Trustee of the Jerald R. Jackson Trust and IRENE M. JACKSON, as Trustee of the Irene M. Jackson Trust (hereinafter referred to as "GRANTEES").

WITNESSETH:

WHEREAS, in conjunction with the execution hereof, the parties hereto have entered a Settlement Agreement of even date, by which the parties hereto, along with all parties to the Settlement Agreement, resolved all disputes between them, in conjunction with a lawsuit in the Ninth Judicial District Court, Douglas County, Nevada, Case No. 08-CV-0144, on a final and complete basis.

WHEREAS, a portion of the consideration of the Settlement Agreement discussed above includes the grant of an easement by GRANTORS to GRANTEES and the provision for the recordation of a document describing and confirming the easement rights granted.

NOW, THEREFORE, in consideration of the above-referenced recitals, the consideration set forth in the Settlement Agreement discussed above, and for other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTORS agree as follows:

- 1. Grantors own that certain parcel identified as Parcel No. 2 (APN 1219-26-001-006) as shown upon that certain Parcel Map recorded on June 2, 1976, as Document No. 00807, of the Official Records of the County Recorder of Douglas County, Nevada ("GRANTORS' property").
- 2. GRANTORS hereby grant, bargain and convey unto the GRANTEES, a perpetual exclusive easement over and across a strip of land seven (7) feet in width along the southerly boundary line of GRANTORS' property.
- 3. The easement is granted for all purposes related to the water pipes, erosion controls, and paved road, now existing on the southern boundary of GRANTORS' property, including any maintenance, protection, improvements, removal, or replacement, either surface or subsurface, to those water pipes, erosion controls and paved road.
- 4. This Easement shall run with the GRANTORS' property and the title to such property and be binding upon the GRANTORS, their heirs, successors-in-interest, and any person or entity which shall, after the date of this Easement, acquire title to GRANTORS' property. Rights in the easement shall be assignable by the GRANTEES in their sole discretion.

TO HAVE AND TO HOLD said easement unto the GRANTEES and unto their heirs, successors and assigns forever.

IN WITNESS WHEREOF, said GRANTORS have executed this instrument effective as of the day and year first above written.

NOTARY PUBLIC

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STATE OF <u>Nevado</u>
COUNTY OF <u>Carson</u> COUNTY OF _ , 2009, before me, a Notary Public, personally appeared SHEILA R. HILL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledge to me that she executed the same, and that by her signature on the instrument, she executed the same. DEIRDRE REID NOTARY PUBLIC TATE OF NEVADA NOTARY PUBLIC