

APNs: Affects a portion of APNs
1219-15-001-009, 1219-15-001-0110, 1219-15-001-028

RPH: #3
Recording Requested by and when recorded, mail to:
T. Scott Brooke, Esq.
Brooke Shaw Zumpft
1590 Fourth Street, Suite 100
Minden, NV 89423

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 10 Fee: 23.00
BK-0111 PG- 5855 RPTT: # 3



The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons (NRS 239B.030).

[Handwritten Signature]
Signature

Oliver Smith
Printed Name

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**EASEMENT DEED AND
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS INDENTURE IS MADE THIS 7th day of JANUARY, 2011, between FIVE CREEK LIMITED LIABILITY COMPANY, a Nevada limited liability company, hereinafter called "GRANTOR", and FIVE CREEK LIMITED LIABILITY COMPANY, a Nevada limited liability company, hereinafter called "GRANTEE" and JOB'S PEAK COMMUNITY ASSOCIATION, INC., hereinafter called "ASSOCIATION".

WITNESSETH:

A. GRANTOR is the owner of certain properties in Douglas County, Nevada, consisting of the common elements of the Job's Peak Ranch subdivision, a portion of which includes the properties described hereinbelow.

B. The Job's Peak Community Association, Inc., is a Nevada nonprofit corporation organized under NRS Chapter 82, formed as a homeowners association pursuant to NRS Chapter 116 for the Job's Peak Ranch subdivision.

C. The GRANTOR executed that certain "Lease Agreement", filed and recorded at Book 0799, commencing at Page 3488, as Document Number 0472874 in the Official Records of Douglas County, for the purposes stated therein (hereinafter, the "Lease"), and pertaining to the property described in Exhibit B, which is designated open space within the subdivision.

D. GRANTOR and GRANTEE have agreed that the Exhibit B property shall be removed from the designated open space in the subdivision, and will not be transferred to ASSOCIATION, but will instead be retained by GRANTOR and excluded from the boundaries of said project, subject to approval by Douglas County of the proposed Amended Plat of Job's Peak Ranch, Unit 1.

E. As part of the Lease, GRANTOR also granted to the tenant thereof the right of access through the Job's Peak Ranch main gate for ingress and egress to serve said property, which access will terminate under certain circumstances as described in the Lease.

F. The parties hereto desire to preserve such access in the event the Lease is terminated and to limit such access by restricting the uses of the dominant parcel benefitting from the easement granted herein.

NOW, THEREFORE, in consideration of the terms and conditions stated herein, the parties hereby provide for an access easement for such property under the following terms and conditions:

1. GRANTOR, for good and valuable consideration, the receipt whereof is hereby acknowledged, and subject to the conditions and restrictions set forth herein, does hereby grant, bargain, sell, reserve and convey to GRANTEE an easement over the real property as more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference, situate in Douglas County, Nevada, for the purpose of accessing the parcel of real property described in Exhibit B, attached hereto and incorporated herein by this reference, and for no other purpose not

expressly provided for herein.

2. This easement is granted on the condition subsequent that in the event the GRANTEE of the easement, and its successors or assigns, pay the ASSOCIATION or its successor that amount equal to its regular monthly assessment for a lot within Job's Peak Ranch and, shall comply with all ASSOCIATION rules and regulations, presently existing and as may be amended, governing the use of the ASSOCIATION's roadways. GRANTEE shall assure continuing payment of the monthly fee now being paid, whether the same is paid by its tenant or itself. GRANTEE and its successors will be specifically liable to the ASSOCIATION for all such payments and any other fine or penalty provided for by the governing documents of the ASSOCIATION for the breach of any provision thereof or any term herein, together with costs of collection, expenses, and attorneys fees incurred in connection therewith. GRANTOR hereby grants to the ASSOCIATION and its successors an irrevocable right to impose, record and foreclose a lien against the property described in Exhibit B upon failure of the GRANTEE or its successor to pay all such amounts due, which such lien and right to foreclose shall be to the fullest extent provided for and in accordance with the provisions of NRS Chapter 116.

3. This easement is expressly limited to providing roadway access to and for the sole and exclusive use of the property identified in **Exhibit B** attached hereto and for no greater burden than allowed use of such property, and including the possibility of a single family residence; and expressly prohibiting the use of this easement for providing of utilities or access to any other property; it being the intent of the parties to restrict beneficial use of this easement solely for access of ingress and egress to and for the benefit of the parcel as described in Exhibit B as restricted herein, and for no other property or benefit by implication or otherwise.

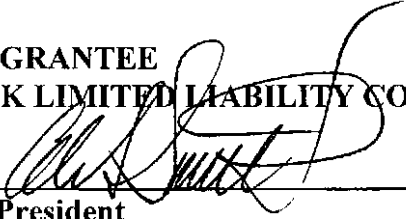
4. GRANTOR hereby agrees and declares that the property described in Exhibit B shall be restricted in use to the agricultural uses and, upon the termination or cessation of the terms of the Lease, shall be limited to such, and including use as a single family residence only; it being the intent of the parties that the property shall not be developed and no other or higher use is permissible save and except for one, single family residence upon the entire parcel.

5. The parties or their successors in interest shall not amend, alter or otherwise increase the burden of this access easement without the express, written consent of the governing board of the ASSOCIATION or its successor, in its sole and absolute discretion, and any attempt to violate this provision shall be void and of no effect. The Parties and successor are hereby granted and shall have the right to enforce the rights, limitations, restrictions and obligations herein, and any entity or person who violates the provisions hereof shall pay to the other party all costs and attorneys fees incurred thereby.

6. The rights and obligations created by and the Covenants, Conditions and Restrictions set forth in this instrument shall be deemed to run with the land on the property described in Exhibit B and shall be for the benefit of and inure to the ASSOCIATION, its successors and assigns, and shall burden the said property perpetually. The restriction and obligations imposed herein are conditions of the easement granted herein, and irrevocable covenants that run with the property identified in Exhibit B.

IN WITNESS WHEREOF said GRANTOR and GRANTEE have hereunto signed on the date and year above written.

**GRANTOR/GRANTEE
FIVE CREEK LIMITED LIABILITY COMPANY**



Cole Smith, President

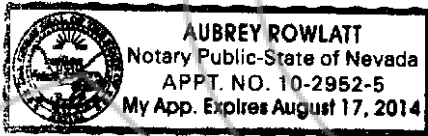
STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On 7th January, 2011, before me, a notary public, personally appeared COLE S. SMITH, personally known or proved to me to be the person whose name is subscribed to the above instrument entitled EASEMENT DEED AND COVENANTS, CONDITIONS AND RESTRICTIONS and who acknowledged that to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public



ASSOCIATION
JOBS PEAK RANCH ASSOCIATION

John Robertson
John Robertson, President

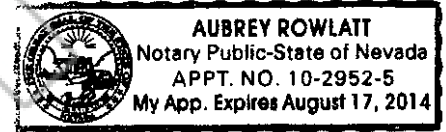
STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On 6th January, 2011, before me, a notary public, personally appeared JOHN ROBERTSON, personally known or proved to me to be the person whose name is subscribed to the above instrument entitled EASEMENT DEED AND COVENANTS, CONDITIONS AND RESTRICTIONS and who acknowledged that to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Aubrey Rowlatt
Notary Public

William Nichols
William Nichols, Vice President

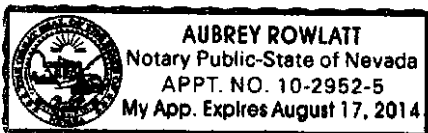


STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On 6th January, 2011, before me, a notary public, personally appeared WILLIAM NICHOLS, personally known or proved to me to be the person whose name is subscribed to the above instrument entitled EASEMENT DEED AND COVENANTS, CONDITIONS AND RESTRICTIONS and who acknowledged that to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Aubrey Rowlatt
Notary Public

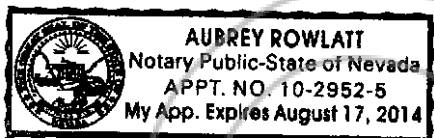


Robert Lautzenhiser
Robert Lautzenhiser, Director

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On 6th January, 2011, before me, a notary public, personally appeared ROBERT LAUTZENHISER, personally known or proved to me to be the person whose name is subscribed to the above instrument entitled EASEMENT DEED AND COVENANTS, CONDITIONS AND RESTRICTIONS and who acknowledged that to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



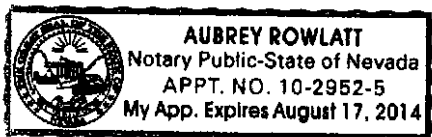
Aubrey Rowlatt
Notary Public

Gene Ezell
Gene Ezell, Director

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On 6th January, 2011, before me, a notary public, personally appeared GENE EZELL, personally known or proved to me to be the person whose name is subscribed to the above instrument entitled EASEMENT DEED AND COVENANTS, CONDITIONS AND RESTRICTIONS and who acknowledged that to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Aubrey Rowlatt
Notary Public



Land Information Solutions

TRI STATE SURVEYING, LTD.

425 East Long Street
Carson City, Nevada 89706
Telephone (775) 887-9911 ♦ FAX (775) 887-9915
Toll Free: 1-800-411-3752

EXHIBIT "A"

All that real property situated in the State of Nevada, County of Douglas being more particularly described as follows:

FIVE CREEK ROAD as shown on that certain AMENDED PLAT OF JOB'S PEAK RANCH, UNIT 1, Final Subdivision Map, Planned Unit Development, LDA 10-017, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on January 27, 2011 in Book 0111 of Official Records, at Page 5835, as Document Number 0777625.



Land Information Solutions

TRI STATE SURVEYING, LTD.

425 East Long Street
Carson City, Nevada 89706
Telephone (775) 887-9911 ♦ FAX (775) 887-9915
Toll Free: 1-800-411-3752

EXHIBIT "B"

All that real property situated in the State of Nevada, County of Douglas being more particularly described as follows:

LOT C as set forth on that certain AMENDED PLAT OF JOB'S PEAK RANCH, UNIT 1, Final Subdivision Map, Planned Unit Development, LDA 10-017, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on January 27, 2011 in Book 0111 of Official Records, at Page 5835, as Document Number 0777625.