

APN'S: 1319-09-702-009
1319-09-702-011

After recordation, return to:
LFW LLC, a Nevada limited liability company
990 Ironwood Drive
Minden, NV 89423



KAREN ELLISON, RECORDER

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

Signature of Declarant or Agent

EASEMENT AND ENCROACHMENT AGREEMENT

This Easement and Encroachment Agreement ("Agreement") is entered into as of August 25, 2021 (the AEffective Date@), by LFW LLC, a Nevada limited liability company ("LFW"), as the owner of the real property located 193 Genoa Lane, Genoa, NV 89411, and the real property located 2291 Main Street, Genoa, NV 89411, with reference to the following facts:

A. LFW currently owns the parcel of real property situate in the Town of Genoa, County of Douglas, State of Nevada, commonly known as 193 Genoa Lane, Genoa, NV 89411, which parcel is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference, which parcel is hereinafter referred to as the "Genoa Parcel." The Genoa Parcel is also sometimes referred to herein as the "Servient Parcel."

B. LFW also currently owns the adjacent parcel of real property situate in the Town of Genoa, County of Douglas, State of Nevada, commonly known as 2291 Main St., Genoa, NV 89411, which parcel is more particularly described on Exhibit "C" attached hereto and incorporated herein by reference, and which parcel is hereinafter referred to as the "Main Street Parcel." The Main Street Parcel is also sometimes referred to herein as the ADominant Parcel.@

C. During the 2021 calendar year, LFW constructed a new building on the Main Street Parcel, which included the installation of an HVAC unit along or near the boundary line separating the Genoa Parcel from the Main Street Parcel, said boundary line and

location of the HVAC unit being depicted on the Map attached hereto as Exhibit "A," and is hereafter referred to as the "Common Boundary Line."

D. LFW desires to enter into this Agreement for the purpose of defining the rights and obligations of the parties concerning the ownership, use and maintenance of HVAC unit which the parties understand and believe is located at least partly on the Genoa Parcel, to provide LFW, as the owner of the Main Street Parcel, with ingress and egress to the HVAC unit on and over portions of the Genoa Parcel, to confirm that LFW, as the owner of the Main Street Parcel, is the sole owner of the HVAC unit, and to provide for the rights of the respective owners of the Genoa Parcel and Main Street Parcel in relation to the HVAC unit, on the terms and conditions set forth herein. LFW, as the owner of the Genoa Parcel, and LFW as the owner of the Main Street Parcel, are collectively referred to herein as the "Owners."

Based upon the above, Owners agree as follows:

I.

GRANT OF ENCROACHMENT EASEMENT

LFW, with respect to the portions of the Genoa Parcel on which the HVAC unit is currently situate (the "Encroachment Area"), generally depicted as the boundary line area on the Map attached hereto as Exhibit "A," hereby grants to LFW, as the owner of the Main Street Parcel, the HVAC Encroachment Easement described in subparagraph A. below. In addition, LFW, with respect to the portion of the Genoa Parcel which consists of a strip of land five (5) feet in width abutting the HVAC unit and running the entire length of Common Boundary Line (the "Maintenance Area"), hereby grants to LFW, as owner of the Main Street Parcel, the Maintenance Access Easement described in subparagraph B. below. For purposes of this Agreement, the term AEasement Area@ shall mean the HVAC Encroachment Area and Maintenance Area. For purposes of this Agreement, the term AHVAC@ shall include any other accessions and appurtenances as are necessary or incidental thereto.

A. HVAC Encroachment Easement. A non-exclusive easement to allow the HVAC serving the Main Street Parcel to encroach upon the Encroachment Area of the Genoa Parcel for the Term of the Easement as described in article VII below.

B. Maintenance Access Easement. A non-exclusive easement of ingress, egress, and right-of-way over and across the Maintenance Area of the Genoa Parcel, said right of ingress, egress, and right-of-way for the purpose of maintaining and repairing the HVAC unit, and for no other use or purpose without the prior written consent of the owner of the Genoa Parcel.

2.

II.

NATURE AND CHARACTER OF EASEMENT

The above-described easements are appurtenant to and for the benefit of the Main Street Parcel, and shall burden the Genoa Parcel, and said easements shall inure to the benefit and detriment of the respective heirs, successors, and assigns of LFW with respect to ownership of the Main Street Parcel and Genoa Parcel.

The easements granted hereby include the non-exclusive right to use the Maintenance Area for ingress to and egress from the HVAC but only in connection with and incidental to the authorized use, maintenance and repair of the HVAC by the owner of the Main Street Parcel, and its respective heirs, successors and assigns.

III.

OWNERSHIP, MAINTENANCE AND REPAIR OF FENCE

A. Ownership. This Agreement confirms that LFW, as owner of the Main Street Parcel, is the sole owner of the HVAC and is responsible for all normal maintenance and repairs not caused by the acts of the owner of the Genoa Parcel, and the owner of the Genoa Parcel shall have no right to remove, alter or otherwise affect the HVAC.

B. Maintenance. The owner of the Main Street Parcel, and its respective successors in interest, shall, at its sole cost and expense, maintain the HVAC in a good and safe condition of repair during the entire term of this Agreement. The owner of the Main Street Parcel further agrees to repair and restore any damage to or destruction of the Maintenance Area resulting from the owner of the Main Street Parcel's use of the Maintenance Area in performing its maintenance and repair obligations under this Agreement. The Owners intend that the owner of the Main Street Parcel is to be responsible for the costs of repair, maintenance, restoration of the HVAC, except that any damage caused by the negligent or intentional acts or omissions of the owner of the Genoa Parcel, will be the responsibility of the owner of the Genoa Parcel.

C. Failure To Maintain. If at any time during the term of this Agreement, the owner of the Main Street Parcel should fail to perform its obligation to repair and maintain the HVAC and Encroachment Area as required by the terms of this Agreement, and such failure continues for a period of thirty (30) days after a written notice given by the owner of the Genoa Parcel specifying the required repair or maintenance, then the owner of the Genoa Parcel shall have the right, but not the obligation, to perform any work of repair, maintenance, or improvement and, so long as such work of repair, maintenance, or improvement was reasonably or necessarily incurred, the owner of the Genoa Parcel shall

be entitled to reimbursement for the entire cost thereof upon furnishing a copy of the invoice or invoices evidencing the costs incurred to the owner of the Main Street Parcel.

IV.

INDEMNIFICATION AND LIABILITY INSURANCE

The owner of the Main Street Parcel shall indemnify and hold the owner of the Genoa Parcel harmless from all claims, liabilities, costs, and expenses arising out of any injury or damage to persons or property occurring on or about the Encroachment Area, or arising out of the owner of the Main Street Parcel's use of the Easement Area and the HVAC; provided, however, that the owner of the Genoa Parcel shall not be entitled to indemnification hereunder to the extent that the injury or damage results from the negligent or intentional acts or omissions of owner of the Genoa Parcel. The owner of the Main Street Parcel's obligation under this paragraph to indemnify and hold the owner of the Genoa Parcel harmless shall be limited to the sum that exceeds the amount of the insurance coverage, if any, provided by the policy or policies of liability insurance described below.

During the term of this Agreement, the owner of the Main Street Parcel shall maintain liability insurance insuring the owner of the Main Street Parcel and the owner of the Genoa Parcel against liability occurring on the Encroachment Area and liability resulting from the owner of the Main Street Parcel's use of the Easement Area authorized hereby, so long as such coverage is reasonably available in the insurance market. The liability insurance policy shall provide a combined liability limit of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence. At least annually during the Term of this Agreement, the owner of the Main Street Parcel shall provide the owner of the Genoa Parcel with evidence of the liability insurance coverage required hereby.

If, in the unanimous opinion of the Owners during the term of this Agreement, the amount and/or type of liability insurance coverage at that time is inadequate, the liability insurance coverage shall be changed to conform with the opinion of the Owners and the owner of the Main Street Parcel shall conform the coverage of its liability insurance policies thereto. The owner of the Main Street Parcel shall bear the cost of its insurance policies.

V.

PERSONAL LIABILITY

Owners agree that each Owner shall be personally liable for all amounts payable by it pursuant to this Agreement during the period of such Owner's ownership, and that each successor owner of a Dominant Parcel shall, by accepting title to all or a portion of

either Dominant Parcel, assumes personal liability for all amounts payable hereunder during the successor's period of ownership of all or a portion of a Dominant Parcel.

VI.

BINDING EFFECT AND NONSEVERABILITY

A. Binding Effect. The obligations of the parties under this Agreement shall be considered covenants which run with title to the Genoa Parcel and the Main Street Parcel and which are binding upon and which shall inure to the benefit and detriment of said Parcels, the Owners, and their respective personal representatives, heirs, successors, and assigns. For purposes of this Agreement, all references to LFW shall include the heirs, successors and assigns of LFW with respect to the Genoa Parcel and with respect to the Main Street Parcel.

B. Nonseverability. The rights and obligations of the respective parties under this Agreement, including the easements, shall be appurtenant to the ownership of the Parcels and, may not be severed from the ownership of the Genoa Parcel and Main Street Parcel.

VII.

TERM

The term of the easement granted hereby, and the rights and obligations created hereunder, shall commence upon full execution of this Agreement and shall continue for so long as the existing HVAC unit remains in place, unless otherwise sooner terminated by removal or relocation of the HVAC onto the Main Street Parcel, abandonment or non-use of the easement granted hereby, or termination pursuant to a written termination or release agreement properly executed by the then current Owners of the Genoa Parcel and the Main Street Parcel (the "Term").

VIII.

MISCELLANEOUS

A. Attorneys' Fees. If either party initiates an arbitration proceeding pursuant to paragraph C. below to enforce, protect, or establish any right or remedy under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, as awarded by the arbitrators.

B. Notices. All notices required or permitted to be given by law or by the terms of this Agreement shall be in writing and shall be considered given (1) upon personal service of a copy on the party to be served or (2) forty-eight (48) hours after mailing such

notice by certified or registered mail, postage prepaid, receipt for delivery requested, addressed to the party to be served and properly deposited in the United States Mail.

Any change in the name or address of the person to be notified on behalf of either party shall be given by the party having such change to the other party in the manner provided above. Thereafter, all notices shall be given in accordance with the notice of change of name or address. Notices given before actual receipt of the notice of change of name or address shall not be invalidated by the change.

C. Arbitration Of Disputes. Any dispute arising under this Agreement shall be resolved by binding arbitration in Douglas County, Nevada. Either party desiring to initiate arbitration of any dispute shall give written notice to the other party. Within thirty (30) days after such notice, each party shall select one (1) arbitrator, and the two (2) so selected shall select a third (3rd) arbitrator within ten (10) days after their appointment. Each of the three (3) arbitrators must be independent of the parties and must have had substantial experience in matters similar to the matter in dispute. The dispute shall be resolved by a majority vote of the three (3) arbitrators. The arbitration proceedings shall be conducted in accordance with the rules for arbitration then in effect in the State of Nevada. The decision of the arbitrators may be entered in any court of competent jurisdiction in the State of Nevada, and the decision, upon entry, shall be final and non-appealable. The attorneys' fees of the parties, the arbitrators' fees, and the other costs of the arbitration proceeding shall be equitably allocated between the parties as part of the arbitration decision.

D. Integration And Amendment. This Agreement (i) constitutes and is intended as a final expression and a complete and exclusive statement of the understanding and agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes all prior or simultaneous understandings, negotiations, offers, or agreements, whether oral or in writing, between the parties respecting the subject matter of this Agreement.

E. Successors And Assigns. All of the terms of this Agreement are to be binding upon and are to inure to the benefit and detriment of the parties thereto, their respective heirs, legal representatives, successors, and assigns, and all other persons claiming by, through, or under them.

F. Gender and Number. As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, are to each be considered to include the others whenever the context so indicates.

G. Choice Of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada as in effect from time to time.

H. Joint And Several Liability. During any period that fee title to the Genoa Parcel and/or the Main Street Parcel is owned by more than one (1) individual or entity, all obligations herein imposed upon the Owner of any such parcel shall be deemed to be the joint and several obligations of each such Owner.

I. Counterparts. This Agreement may be executed in any number of counterparts, each of which is to be considered an original, but all of which together are to constitute a single instrument

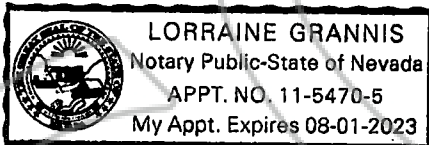
Dated this 25th day of August, 2021.

LFW LLC, a Nevada limited liability company

By *Lois F. Wray*
Lois F. Wray, Manager

STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 25th day of August, 2021, by Lois F. Wray, Manager of LFW LLC, a Nevada limited liability company.



Lorraine Grannis
Notary Public

EXHIBIT A

MAP DEPICTING COMMON BOUNDARY LINE AND HVAC

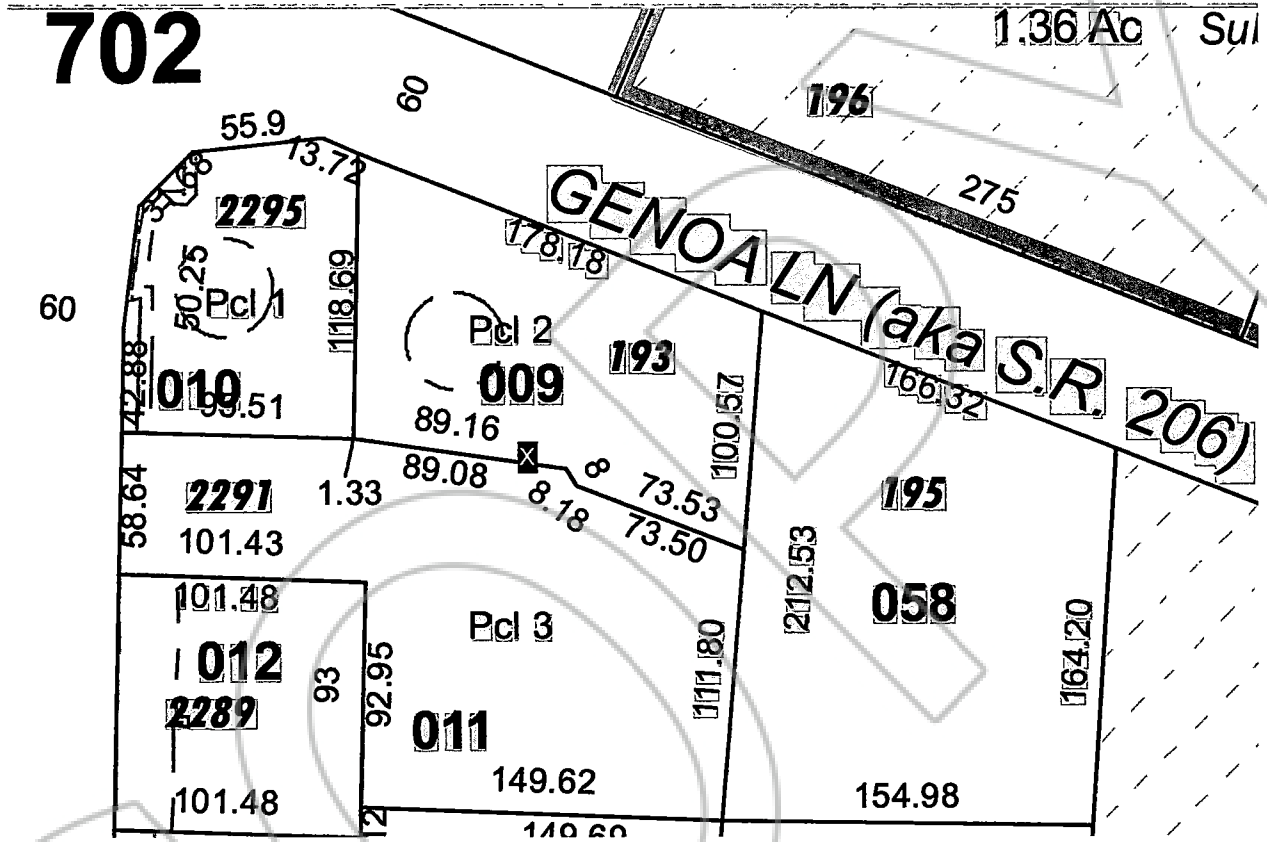


EXHIBIT B

LEGAL DESCRIPTION OF GENOAL LANE PARCEL

Real property in the City of Genoa, County of Douglas, State of Nevada, described as follows:

DESCRIPTION OF ALL THAT LOT, PIECE, OR PARCEL OF LAND BEING A PORTION OF THE EAST 1/2 OF SECTION 9, T.13N., R.19E., M.D.B. & M., DOUGLAS COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 9, T.13N., R.19E., M.D.B. & M. THENCE N. $11^{\circ} 27' 53''$ W., 2293.40 FEET TO THE NORTHWEST CORNER OF LOT 2 AS SHOWN ON THE MAP RECORDED IN THE DOUGLAS COUNTY RECORDER'S OFFICE AS DOCUMENT NO. 158154, SAID NORTHWEST CORNER OF LOT 2 BEING THE TRUE POINT OF BEGINNING; THENCE S. $68^{\circ} 43' 41''$ E., 178.18 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF GENOA LANE; THENCE S. $05^{\circ} 06' 21''$ W., 100.57 FEET; THENCE N. $68^{\circ} 43' 41''$ W., 73.53 FEET; THENCE N. $30^{\circ} 00' 00''$ W., 8.00 FEET; THENCE N. $81^{\circ} 53' 00''$ W., 89.16 FEET; THENCE N. $01^{\circ} 46' 59''$ E., 118.69 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS FURTHER SHOWN AS LOT 2, ACCORDING TO THAT CERTAIN RECORD OF SURVEY FOR PINK HOUSE, INC., FILED FOR RECORD ON JULY 19, 1987, IN BOOK 787 OF OFFICIAL RECORDS AS PAGE 1604, DOCUMENT NUMBER 158154, OF THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION WAS PREPARED BY JAMES P. HADDAN, P.L.S., NEVADA CERTIFICATE NO. 5286 OF HADDAN ENGINEERING, INC., P.O. BOX 2300, DAYTON, NV 89403-2300.

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EXHIBIT C

LEGAL DESCRIPTION OF MAIN STREET PARCEL

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA,
AND IS DESCRIBED AS FOLLOWS:

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

PARCEL 1:

Being a portion of Block 14, as shown on the map of the Town of Genoa Townsite by L. L. Hawkins, dated September 1874,
described as follows:

Lot 3, according to that certain Record of Survey for Pink House, Inc., filed for record on July 14, 1987, in Book 787 of
Official Records as Page 1604, Document No. 158154, of the Official Records of Douglas County, Nevada.

PARCEL 2:

A non-exclusive twenty-foot easement for ingress and egress across Westerly edge of Lot 2 of that certain Record of Survey
for Pink House, Inc., filed for record on July 14, 1987, in Book 787 at Page 1604, Document No. 158154, of Official Records
of Douglas County, Nevada.

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