

NOW, THEREFORE, in consideration of the mutual covenants and agreements of Grantor and Grantee set forth hereinbelow, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant and Location of Easement. Grantor hereby grants in favor of Grantee and its successors and assigns, for the benefit of Grantee and its agents, contractors, grantees, subtenants and invitees (collectively, the "*Grantee Parties*"), an exclusive easement, in, to, over, under and across the Easement Area, which shall be appurtenant to the Benefited Property.
2. Use and Term of Easement. The foregoing easement shall be for the purposes of repair, maintenance, erection, reconstruction, restoration, and/or removal of the Improvements in the Easement Area. The foregoing easement shall include access, ingress and egress rights over the Burdened Property as may be reasonably necessary to perform such work in the Easement Area, provided that Grantee shall use its good faith efforts to minimize disruption to Grantor's business and damage to the Burdened Property. Grantee shall promptly restore any damage arising from its use of or access to the Burdened Property.
3. Dominant and Servient Estates. The easement granted herein is expressly for the benefit of the Benefited Property. The Benefited Property shall be the dominant estate and the Burdened Property shall be the servient estate. The easement created by or pursuant to this Agreement shall be appurtenant to the Benefited Property and not an easement in gross, and is expressly intended to run with the Benefited Property. Grantee may elect to remove the Improvements and terminate the easement created by this Agreement by giving thirty (30) days advance written notice to Grantor that Grantee is terminating the easement. If the easement is terminated as set forth herein, Grantee shall remove the Improvements and restore the Easement Area as much as reasonably possible to its condition existing prior to the installation of the Improvements, wear and tear excepted.
4. Duration of Easement. The easement granted herein shall be in perpetuity, unless terminated in accordance with Section 3 hereof.
5. Prohibition on Liens; Indemnity. Grantee shall not at any time suffer any mechanic's or other liens or claims to be imposed against the Easement Area. If any mechanics or other liens are imposed upon the Easement Area, Grantor may immediately pay and satisfy such liens on behalf of Grantee and Grantee shall pay any and all expenses incurred by Grantor to satisfy such liens within ten (10) days after written demand therefor, together with interest from the date of disbursement at the maximum rate allowed by law. Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liens, liabilities, lawsuits,



expenses or injuries (collectively referred to as "*Claims*") to the extent that such *Claims* arise out of or in connection with the use of the Easement Area by the Grantee Parties.

6. Repair and Legal Compliance. Grantee shall keep the Improvements in good condition and repair and shall comply with all applicable laws, statutes and regulations of any federal, state and local authorities having jurisdiction with regard to the Improvements.
7. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party hereto, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' and experts' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.
8. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the easements created hereby and/or use of the Easement Area. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by both Grantor and Grantee or their respective heirs, successors or assigns.
9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute but one agreement.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without regard to its conflicts of law principles.
11. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
12. Successors. This Agreement shall, be binding upon and inure to the benefit of the successors and assigns of each of Grantor and Grantee.
13. Notices. Notices that are to be provided to Grantor and Grantee under this Agreement shall be sent to the following addresses:



Notices to Grantor:

County of Lincoln
Building & Safety
P.O. Box 307
Pioche, NV 89043
Attn: Ken Dixon, Director

Notices to Grantee:

Nebaco, Inc
c/o Bank of America, N.A.
Corporate Workplace
Sherill Building, 6th Floor
NC-2-109-06-05
13510 Ballantyne Corporate Place
Charlotte, North Carolina 28288
Attn: Nevada Property Administration

With Copies to:

Nebaco, Inc.
c/o Bank of America, N.A.
1025 Elm Street, Ninth Floor
TX1-944-09-05
Dallas, Texas 75202
Attn: Judy Wilkinson

and:

Nebaco, Inc.
c/o Bank of America Legal Department
CA5-705-08-01
555 California Street, 8th Floor
San Francisco, CA 94104-1503
Attn: Laura Coran

All notices, demands, consents, approvals and other communications which may or are required to be given by either Grantor or Grantee to the other under this Agreement will be given in writing and personally delivered, deposited in the United States mail, postage prepaid, certified or registered mail, or deposited with a commercially recognized national courier service and addressed to Grantor or Grantee with copies as directed at their respective addresses as indicated herein, or at such other place as Grantor or Grantee may from time to time designate in writing in accordance herewith. All notices hereunder will be deemed given upon receipt, if personally delivered, or upon the date shown for delivery or attempted delivery if sent by national courier service, or within three (3) business days after deposit if by mail.

14. **No Rights in Public.** This Agreement is not intended and shall not be construed to grant any rights or privileges to the public in general.

[signatures follow on next page]



IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first set forth above.

"Grantee"
NEBACO, INC.,
a Nevada corporation

By: *Lynn Christine George*
Name: Lynn Christine George
Its: President

"Grantor"
COUNTY OF LINCOLN,
a Nevada municipal corporation

By: *Linda Hunsbeck*
Its: *Chairperson*
By: _____
Its: _____



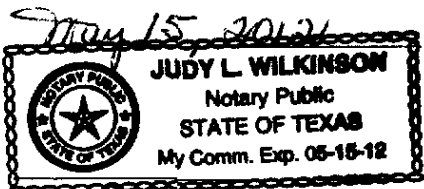


ACKNOWLEDGMENTS

STATE OF TEXAS)
) SS
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 9th day of September, 2008, by Lynn Christine George, as President of NEBACO, INC., a Nevada corporation, on behalf of such corporation.

My Commission Expires:



Notary Stamp/Seal

Judy L. Wilkinson
Notary Public

STATE OF Nevada)
) SS
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me this 18th day of August, 2008, by Ronda Hornbeck, as Commissioner of the County of Lincoln, a Nevada municipal corporation, on behalf of such corporation.

My Commission Expires:

10.6.08



Notary Stamp/Seal

Teresa M. Seevers
Notary Public



EXHIBIT "A"

Description of Grantor Property

All of Lot numbered fifty-eight (58) in Block numbered twenty-five (25), as said Lot and Block are delineated and described on the official plat of said Town of Pioche now on file and of record in the Office of the County Recorder of said County of Lincoln, at Pioche, Nevada, reference to which said plat is hereby made for more particular description.

Tax parcel identification number: 01-095-21.

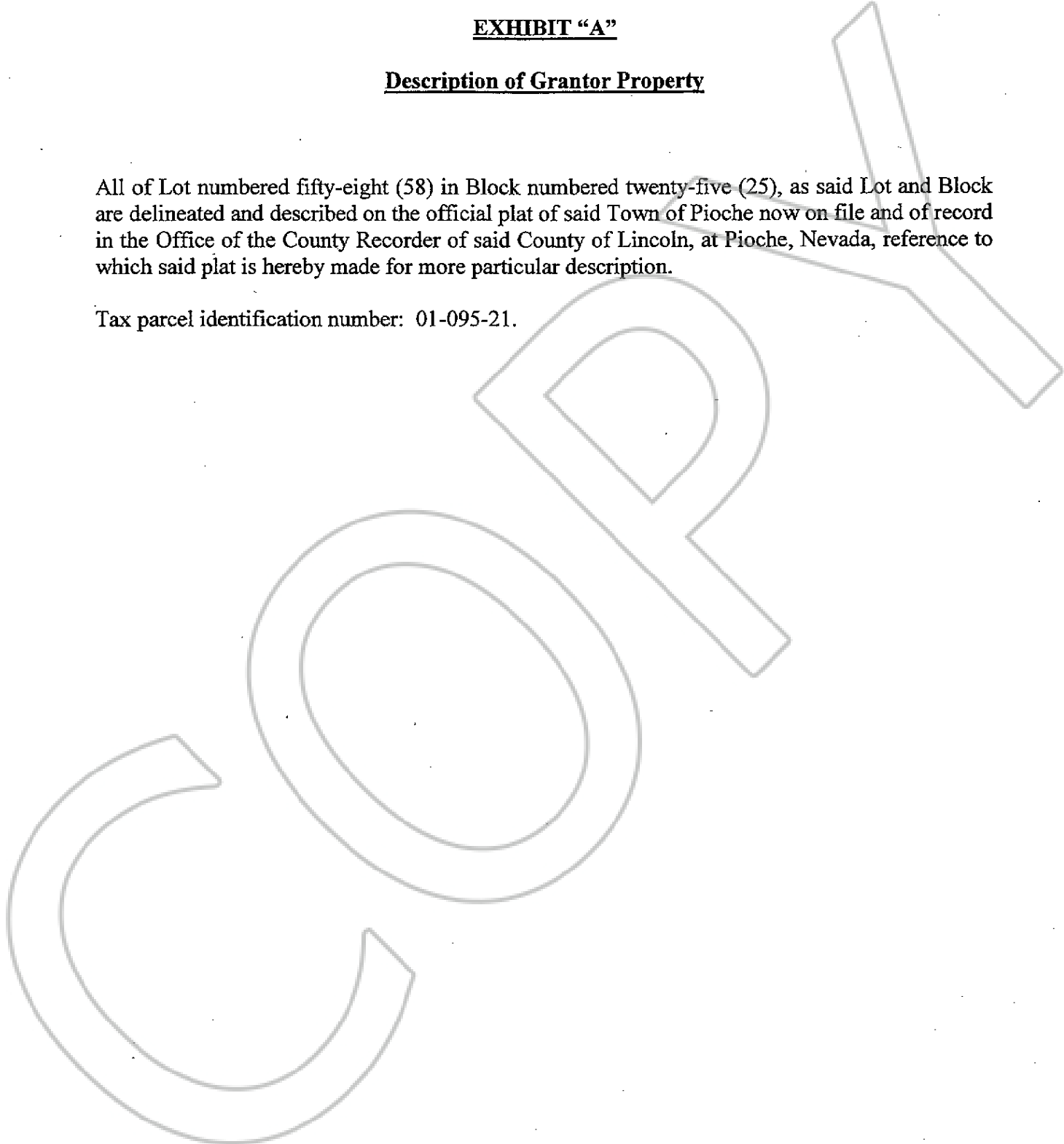




EXHIBIT "B"

Description of Grantee Property

Lot 59, 60 and 61 in Block 25 in the Town of Pioche, Lincoln County, Nevada as said lot and block are platted and described on the Official Plat of said Town of Pioche, now on file and of record in the Office of the County Recorder of said Lincoln County, Nevada and to which plat and the records thereof reference is hereby made for further particular description.

Tax parcel identification number: 01-095-22.

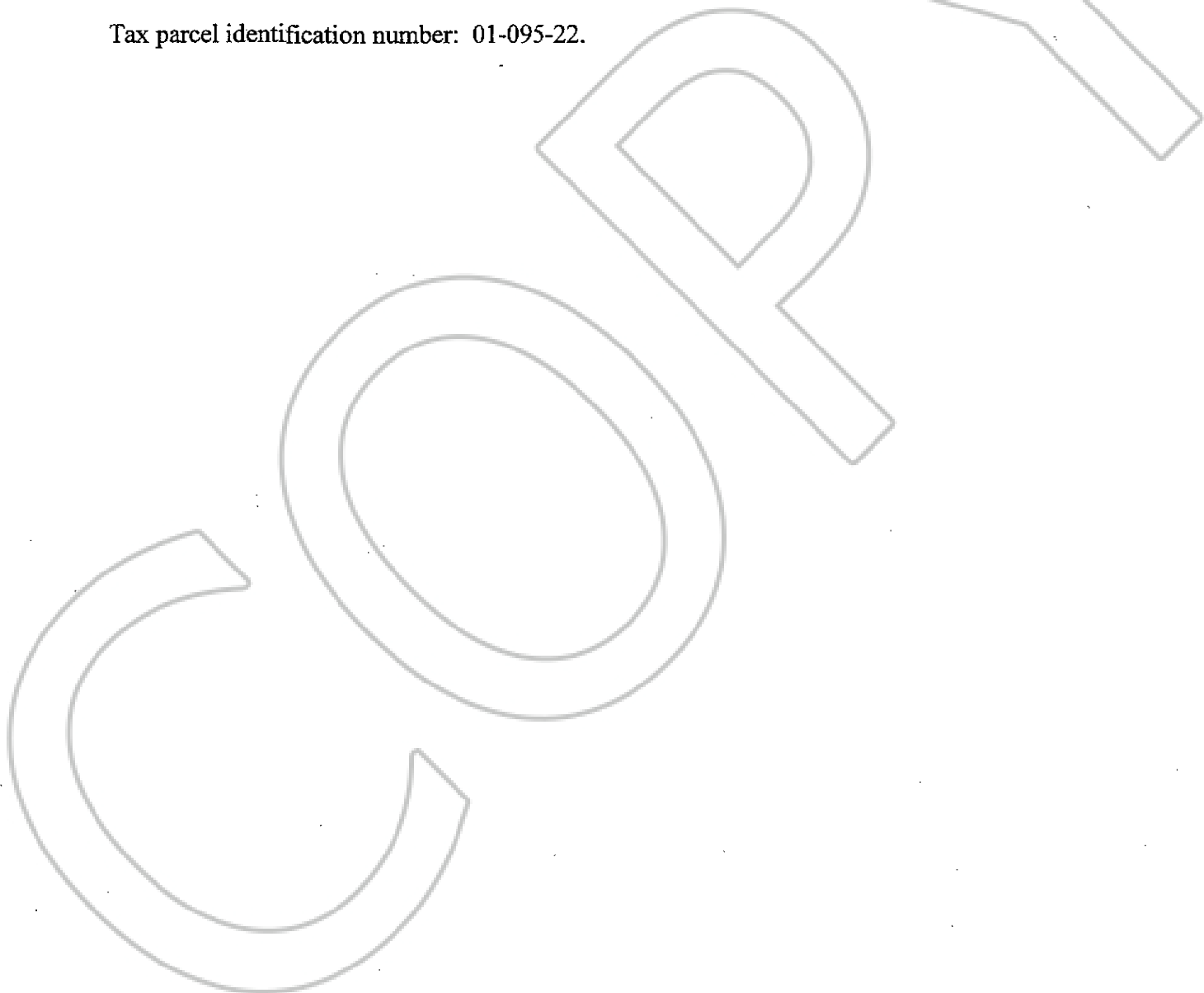
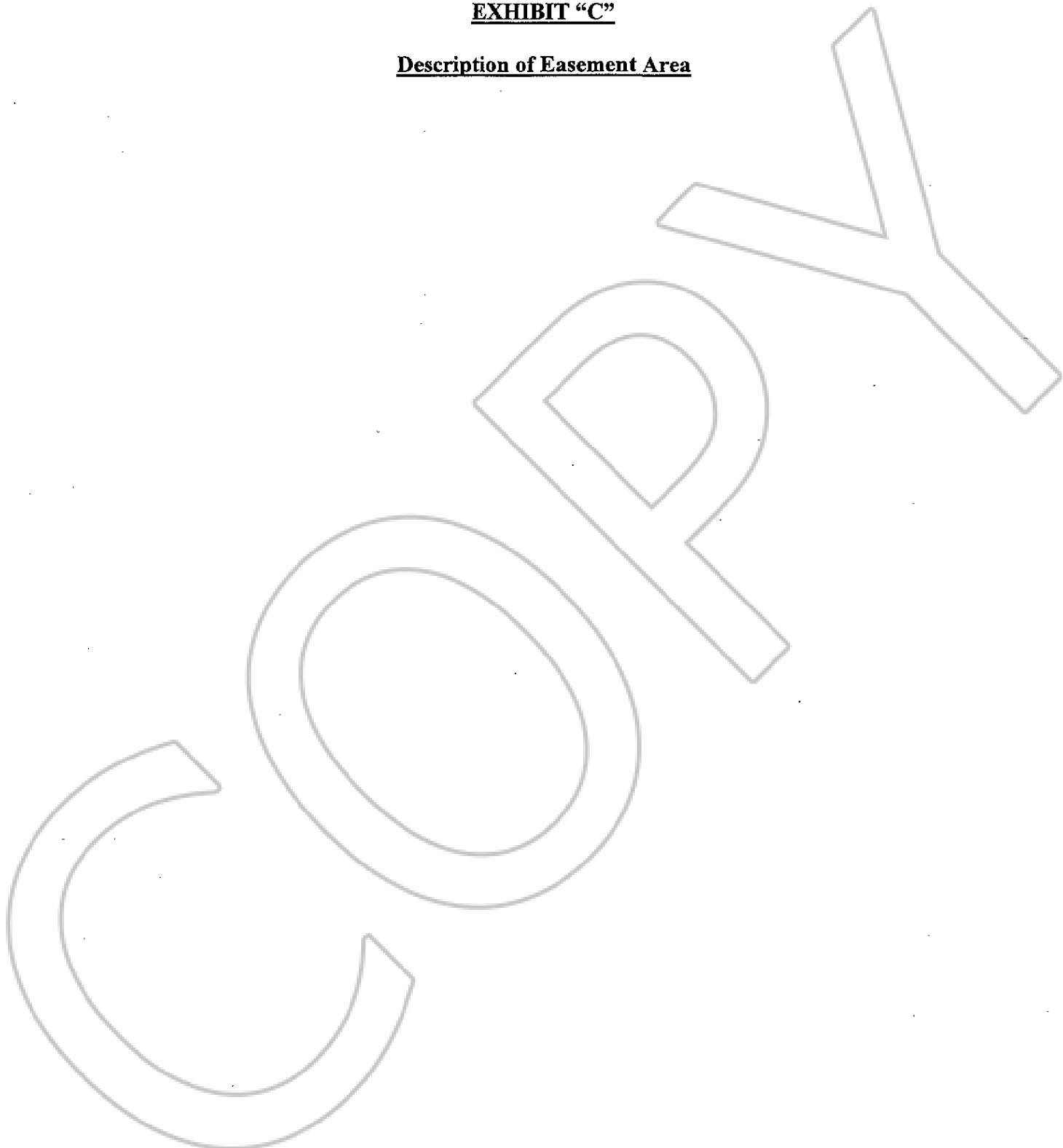




EXHIBIT "C"

Description of Easement Area

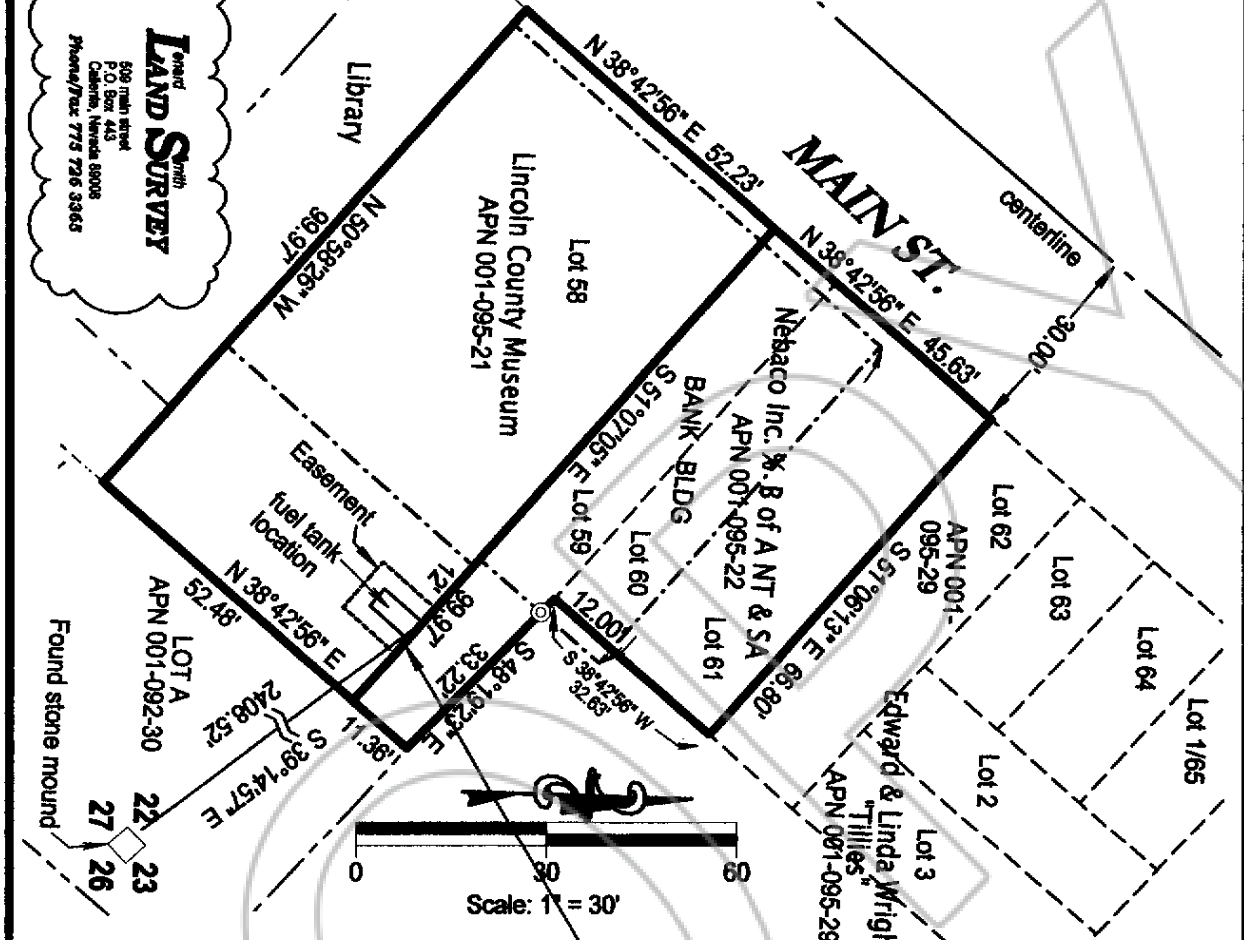




LEONARD D. SMITH
LAND SURVEYOR
 509 main street
 P.O. Box 443
 Caliente, Nevada 89008
 Phone/Fax 775 726 3365

EXHIBIT C

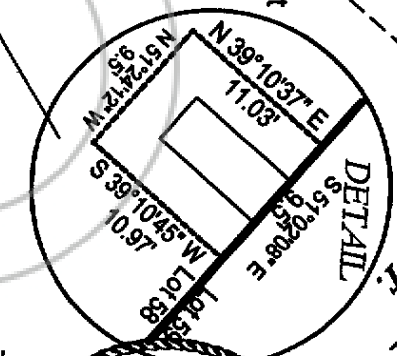
Description of Easement Area



DESCRIPTION

A rectangular plot of ground at the northerly boundary of Lot 58 and 12 feet behind the Museum building on said Lot 58, in the Town of Pioche, Lincoln County, Nevada in Section 22, T. 1 N., R. 67 E., M.D.M. at a point from which the southeast corner of said Section 22, bears S 39° 14' 57" E 2408.52';
 Thence N 51° 24' 12" E 3.5' along the Lot 58 & 59 line;
 Thence S 39° 10' 45" W 8.00';
 Thence N 51° 24' 12" W 3.5';
 Thence N 39° 10' 45" E 8.00' to the point of beginning,
 Together with an additional 3 feet surrounding this plot for servicing and maintenance within said Lot 58;
 Containing 104 square feet.

The basis of bearings is the east line of the southeast quarter of said Section 2 given as N. 01° 46' 06" E in the Bulloch Bros Survey of the Town of Pioche Plat Book A, Page 382
 End of description.



PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
 No. 12751
 LENARD D. SMITH
 Exp 6/30/10
 7/18/08