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OFFICIAL RECORD
AMY ELMER, RECORDER

**CONSTRUCTIVE NOTICE
OF
LIMITED, RESTRICTIVE AND
TEMPORARY ACCESS AGREEMENT**

APN: 005-011-01

The following original document entitled SILVER SPRINGS ACCESS AGREEMENT is filed as a memorandum of record providing constructive notice to the public and those of party to the agreement as a reminder to the terms presented and agreed therein.

Filed at the request of:

Mrs. Paule A. Wheeler, Trustee
Wheeler Family Trust
2908 Golfside Drive
Las Vegas, NV 89134

SILVER SPRINGS ACCESS AGREEMENT

This Access Agreement (this "Agreement") is made effective as of 11-21-2001 between the Elmer O. Wheeler and Paule A. Wheeler Family Trust, of 2908 Golfside Drive, Las Vegas, Nevada 89134 and Bruce Jensen and Pamela Jensen, of P.O. Box 253, Lund, Nevada, 89317.

In the Agreement, the party who is granting the right of access to the waters of Silver Springs for stock watering purposes will be referred to as "Wheeler Family Trust", and the party who is receiving the right of access to the waters of Silver Springs for stock watering purposes will be referred to as "Bruce and Pamela Jensen".

The parties agree as follows:

- 1. GRANT OF ACCESS.** Wheeler Family Trust owns the property upon which Silver Springs is located ("Silver Springs"). In accordance with this Agreement, Wheeler Family Trust grants Bruce and Pamela Jensen (or their heirs) exclusive access to the waters of Silver Springs for stock watering purposes. This Agreement is for one(1) existing 1 ¼ " pipe. The existing flow (approx. 2gpm) shall not be increased or decreased with out a written agreement signed by both parties. Wheeler Family Trust retains title and ownership of the waters of Silver Spring. This grant of access only applies to the following described geographical area, S ½- SW ¼-NE ¼ SW ¼ Section 14, SE ¼, NE ¼ Section 22, NW ¼ NW ¼ Section 23, all within Township 8 North, Range 62 East.
- 2. MODIFICATIONS.** This Agreement may be modified or amended, if the amendment is made in writing and signed by both parties.
- 3. ARBITRATION.** All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.
- 4. WARRANTIES.** In no event will the Wheeler Family Trust be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the access of the waters of Silver Springs for stock watering purposes.
- 5. TRANSFER OF RIGHTS.** Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.

6. **TERMINATION.** This Agreement shall terminate automatically upon the sale or transfer of the Sunnyside Ranch or the BLM Grazing Allotments No. 1022 & 1023 to a person or persons unrelated to Bruce and Pamela Jensen.
7. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties
8. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
9. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
10. **APPLICABLE LAW.** The laws of the State of Nevada shall govern this Agreement.

Grantor:
Wheeler Family Trust

By: Elmer O. Wheeler Paule A. Wheeler 11-08-01
Elmer O. Wheeler Paule A. Wheeler date

Grantee:
Bruce and Pamela Jensen

By: Bruce A. Jensen Pamela Jensen 11-11-01
Bruce A. Jensen Pamela Jensen date