

WHEN RECORDED, MAIL TO:

Joseph T. Prete, Esq.
Barney McKenna & Olmstead, P.C.
P.O. Box 2710
St. George, UT 84771

GRANTOR'S ADDRESS IS:

Brett and Marie Nybo
11420 W. New Paria Road
Kanab, UT 84741

GRANTEE'S ADDRESS IS:

Stuart Twitchell
P.O. Box 401
Alamo, NV 89001

PARCEL NOS. 009-D12-61
011-220-03

EASEMENT AGREEMENT

For value received, the sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Grantee a perpetual non-exclusive easement ("**Easement**") under the following terms and conditions:

1. **Definitions.** The following terms shall have the following meaning within this document:

- a. "**Grantor**" means Marie and Brett Nybo, and any successor in interest in the Servient Tenement.
- b. "**Grantee**" means Stuart Twitchell, and any successor in interest in the Dominant Tenement.
- c. "**Servient Tenement**" means the Grantor's real property more fully described in Exhibit "A" attached hereto.
- d. "**Dominant Tenement**" means the Grantee's real property more fully described in Exhibit "B" attached hereto.
- e. "**Easement**" means the perpetual non-exclusive right of the Grantee to use a limited portion of the Servient Tenement for the limited purpose of maintaining and repairing Springer Spring and the related water lines and culvert from Springer Spring to the eastern boundary of the servient Tenement. The scope and location of the Easement will be limited to an eight-foot-wide corridor from Springer Spring to the eastern edge of the servient Tenement, with the mid-point of the Easement directly above the existing water lines from Springer Spring.

2. **Grant of Easement.** Grantor, as owner of the Servient Tenement, hereby grants to the Grantee the Easement beginning and effective upon the date of this Easement Agreement and

continuing thereafter in perpetuity, upon and across the Servient Tenement, for the benefit of the Grantee and the owners of the property of the Dominant Tenement, from time to time and limited as set forth herein. This Easement shall automatically terminate if and when the owner of the Dominant Tenement is no longer the owner/holder of Water Right permit 6114 and certificate 777, issued by the State of Nevada.

3. **Restrictions.** Grantee's right to use the Easement is subject to the following restrictions: (i) before performing any maintenance or repairs, Grantee must give Grantor at least seven (7) days advance notice, and use best efforts to arrange for Grantor to be present during maintenance and repair activities; (ii) Grantee shall use best efforts to minimize disruption to the Servient Tenement, including without limitation the ground where the Easement is located; (iii) Grantee shall use best efforts to compact, backfill and restore any disrupted ground to the condition said area was in before Grantee disrupted it; (iv) Grantee shall not share the gate key to Grantor's property with any other persons, and shall only use the gate key as necessary to address maintenance and repair issues as permitted herein; and (v) Grantee shall confer with Grantor before using any heavy equipment in the Easement area and before doing any maintenance or repair within fifty (50) feet of Grantor's cabin, so as to avoid damaging any of Grantor's water pipes, and heavy equipment may not be stored on Grantor's property; (vi) Grantee shall not enlarge or expand any water pipes within the Easement area without Grantor's express consent; (vii) when Grantee replaces water lines from the well culvert to/toward the East side of the Servient Tenement, the new pipe must be placed in a sleeve to avoid having to retrench the area during future maintenance and repair work; (viii) Any trench opened and work undertaken on the Servient Tenement shall be completed within three (3) days unless a longer period is agreed to in writing between Grantor and Grantee; (ix) Grantee shall not permit any work on the Servient Tenement that impedes Grantor's access to Grantor's cabin; and (x) Grantee shall not do anything to disrupt or reduce the water supply to Grantor's cabin.
4. **Easement Runs with the Land.** Subject to the terms, limitations and conditions set forth in this Easement Agreement, the Easement shall (a) constitute covenants running with the land; (b) be appurtenant to, and inure to the benefit of, the Grantee and their successors and assigns, all of which may enforce any obligations created by this Easement Agreement; and (c) bind and burden the Grantor and every person having any fee, leasehold, mortgage lien or other interest in any portion of the Servient Tenement, however acquired.
5. **Maintenance and Repairs.** Grantor and Grantee agree and understand that Grantee shall be solely responsible for the repair and maintenance associated with Springer Spring and related water lines, including the lid/cover over the culvert at/near Springer Spring. Grantee shall also be responsible for all costs associated with Grantee's maintenance and repair obligations. Grantee agrees that it is solely liable for any damage it causes to Grantor's water supply; it is also solely liable for any claim that may arise due to Grantee's failure to comply with its repair and maintenance obligations.

EXHIBIT A
Legal Description for Servient Tenement

the real property situated in the County of Lincoln, State of Nevada, described as follows:

The Blue Jay Millsite claim designated by the Surveyor General as Lot No. 42B, embracing a portion of Section 20, in Township 3 South of Range 59 East of the Mount Diablo Meridian, in the Pahrangat Mining District, Lincoln County, Nevada, and bounded and described in that certain Patent recorded September 8, 1953 in Book D-1 of Deeds, page 151 as File No. 28791, Lincoln County, Nevada Records.

**SUBJECT TO: Covenants, Conditions, Reservations, Rights, Rights of Way, Easements and Encumbrances now of record.
TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or appertaining.**

EXHIBIT B
Legal Description for Dominant Tenement

A PORTION OF THE NW1/4, SE1/4, SECTION 32, TOWNSHIP 6 SOUTH, RANGE 61 EAST M.D.M.

BEING LOT 2B, OF PARCEL MAP, DOC. NO. 77005, RECORDED JANUARY 03, 1983, PLAT BOOK A, PAGE 198 LINCOLN COUNTY, NEVADA RECORDS, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 32; THENCE N 88° 48' 51" W., A DISTANCE OF 1817.88 FEET, THENCE S 7° 48' 36" E., A DISTANCE OF 287.13 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING S 7° 48' 36" E., A DISTANCE OF 193.54 FEET; THENCE S 87° 53' 27" W., A DISTANCE OF 464.28 FEET; THENCE NORTH 1° 40' 45" W., A DISTANCE OF 192.59 FEET; THENCE N 87° 53' 27" E., A DISTANCE OF 443.61 FEET; TO THE TRUE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 8, 2005, IN BOOK 208, PAGE 410, AS INSTRUMENT NO. 125491.