

BOOK <sup>129-</sup>423 PAGE 132  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Stewart J. J...*  
2005 SEP 13 AM 10:33

EUREKA COUNTY, NEVADA  
H.H. REGALEATI, RECORDER  
FILE NO. FEES \$7.00

201073

APN# 007-440-24, 007-210-28

Recording Requested by:

Name Reese W. Marshall

Address HC62 Box 186

City/State/Zip Eureka, NV 89316

05201817

Roadway Easement Agreement  
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.  
(Additional recording fee applies)

This cover page must be typed or printed.

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## ROADWAY EASEMENT AGREEMENT

This Roadway Easement Agreement entered into on the 19<sup>th</sup> day of August, 2005 between Gold Street Farm, LLC, a Nevada limited liability company (Gold Street), and Reese W. Marshall and Lisa M. Marshall, his wife (the Marshalls).

### WITNESSETH:

WHEREAS, Gold Street is the owner of the SW1/4 of Section 22, Township 21 North, Range 53 East, MDB&M; and

WHEREAS, the Marshalls are the owners of the NW1/4 of Section 22, Township 21 North, Range 53 East, MDB&M; and

WHEREAS, there is a dirt road along the centerline of the common boundary between the above described property parcels,

NOW THEREFORE, it is hereby agreed between the parties as follows:

1. The parties do hereby designate a road right-of-way 30 feet in width, being 15 feet on either side of the common boundary between the NW1/4 and SW1/4 of Section 22, Township 21 North, Range 53 East, MDB&M. The easement is one-half mile in length.
2. It is understood that this easement shall be a private easement to be used only by the parties hereto and their invitees. Either party may elect to install "No Trespassing" signs at either end of the road or along the road.
3. This easement shall be perpetual, unless terminated by the unanimous agreement of the parties hereto, or their successors and assigns.

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441 COURT ST.  
ELKO, NEVADA 89601

4. The parties agree that they will maintain the existent road on the easement in its present condition. Each party will pay 50% of the cost of maintaining the road.

5. Either party may elect to fence along the easement boundary on its own property. All costs of construction and maintenance of such a fence shall be the responsibility of the party making the election.

6. This Agreement shall not be construed to give either party access to property not owned by that party beyond the boundaries of the easement itself.

7. This Agreement is not assignable to any person who is not the owner of either the SW1/4 or the NW1/4 of Section 22.

8. Subject to Paragraph 7 above this Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto.

IT WITNESS WHEREOF, the parties have hereunto set their hands as of the day

and year first hereinabove written.

Reese W. Marshall  
Reese W. Marshall

GOLD STREET FARM, LLC, a Nevada  
limited liability company

Lisa M. Marshall  
Lisa M. Marshall

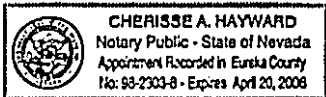
By: Reese W. Marshall  
Title: Manager

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STATE OF NEVADA, )  
 ) ss.  
COUNTY OF ELKO. )

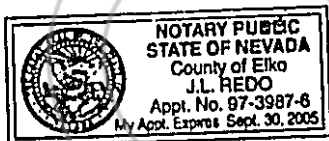
On this 9<sup>th</sup> day of August, 2005, personally appeared before me, a Notary Public, William Marshall, who acknowledged that he executed the foregoing instrument as Manager of Gold Street Farm, LLC, a Nevada limited liability company.



Cherrisse A. Hayward  
Notary Public

STATE OF NEVADA, )  
 ) ss.  
COUNTY OF ELKO. )

On this 9<sup>th</sup> day of August, 2005, personally appeared before me Reese W. Marshall and Lisa M. Marshall who acknowledged that they executed the foregoing instrument.



J.L. Redo  
Notary Public

05080251.jax.wpd  
August 18, 2005

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