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IRRIGATION DITCH EASEMENT
AND MAINTENANCE AGREEMENT

This Irrigation Ditch Easement and Maintenance Agreement made and entered into this 14th day of May, 1984, by and between the NEVADA BANKING COMPANY, a Nevada banking corporation, of Douglas County, Stateline, Nevada, hereinafter "Bank" and GALEPPI LAND AND LIVESTOCK, INC., a Nevada corporation; JOAN DRYER and ROLAND DRYER, and DEAN ^{Seeman and} ~~SEEMONS~~, hereinafter referred to collectively as the "Martin Slough Water Users".

W I T N E S S E T H:

WHEREAS, Bank has purchased and is now the owner of all that certain real property located in Douglas County, Nevada, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, there has historically existed and continues to exist an irrigation ditch which traverses a line parallel to the generally northerly boundary of the Exhibit "A" property as depicted in Exhibit "B" attached hereto and incorporated herein by this reference (irrigation ditch); and

WHEREAS, the Martin Slough Water Users are the principal beneficiaries of and the recipients of the irrigation water transported and conveyed through the irrigation ditch referenced above; and

WHEREAS, the Bank has subsequent to its purchase of the Exhibit "A" real property, determined to build a banking facility on the Exhibit "A" real property and to bridge or to cover over the irrigation ditch referenced above in order to allow customers access to the Exhibit "A" property; and

Galeppi Land + Livestock Inc
RT 3 Box 310
Minden Nevada 89423

WHEREAS, the parties hereto desire to provide for the continued, unimpaired flow of irrigation water through and by the irrigation ditch which parallels the northerly boundary of the Exhibit "A" property and provide for the maintenance and operation of the irrigation ditch.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, the parties hereto do agree as follows:

A. GRANT OF EASEMENT: Bank does hereby grant to the Martin Slough Water Users a non-exclusive easement in, over and through the irrigation ditch depicted in Exhibit "B", such easement to be twenty-six feet (26') in width and to run parallel to the northerly boundary of the Exhibit "A" real property as depicted in Exhibit "B". Such easement shall be for all purposes related to the irrigation of all the agricultural properties, and each of them, of the Martin Slough Water Users, including, but not limited to, the conveying, transportation and diversion of irrigation waters to the lands of the Martin Slough Water Users and the maintenance, cleaning and removal of accumulated materials in and about the ditch.

B. OPERATION AND MAINTENANCE: The operation and maintenance of the easement described above will be provided by the Bank which agrees to maintain the easement at all times in good repair at its sole cost and expense so as to allow the unimpaired and non-restricted flow of 30 cubic feet per second of water through the irrigation ditch. The Martin Slough Water Users reserve the right to clear the ditch of obstructions or clean it if the Bank does so inadequately. The Martin Slough Water Users agree to give the Bank ten (10) days' written notice before performing maintenance, except if an emergency condition exists. The Bank agrees to pay, defend, indemnify and hold harmless the Martin Slough Water

Users from any flooding or drainage resulting from high water or impaired water flow as a result of the Bank's bridging and covering the irrigation ditch.

C. EASEMENT TO RUN WITH LAND: The Bank declares this grant of easement to be perpetual or until all of the beneficial uses in the Martin Slough Water Users and each of them ceases. The easement shall run with and burden the real proeprty and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

NEVADA BANKING COMPANY

By

E. T. O'Gieblyn

"MARTIN SLOUGH WATER USERS"

GALEPPI LAND & LIVESTOCK, INC.,
a Nevada corporation

By

Dallas M. Byington
DALLAS BYINGTON, President

Joan Dryer
JOAN DRYER

Rolane Dryer
ROLANE DRYER

Dean Seeman
DEAN SEEMAN

AN 202

REQUESTED BY
Martin Slough Water Users
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$ 7.00
1984 MAY 18 PM 2:50

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SUZANNE BEAUDREAU
RECORDER

Billy Headon
Rep

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