

JV Springmeyer  
Law Firm  
1702 County Rd  
Ste. E  
Minden, NV 89423

## ACCESS AGREEMENT

THIS ACCESS AGREEMENT is entered into by and between FIVE CREEK, LLC, a Nevada limited liability company, as owner of the Job's Peak Ranch Subdivision, hereinafter referred to as "Owner," on one hand; and DENNIS BUCKLEY, an individual and the ESTATE OF JOHN COLYER, by and through its Executor George Ashley, or the agents or employees of either, hereinafter collectively referred to as "Water Right Users," on the other hand.

### WITNESSETH:

A. Owner owns all of the land in the State of Nevada commonly known as Job's Peak Ranch, which is subject to the Tentative Subdivision Map approved on 24 January 1996.

B. Owner and Water Right Users entered into a letter agreement dated 12 February 1997 concerning several subjects, including an intended agreement to provide for limited access in certain circumstances on portions of the subdivision property.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Owner will set forth an access easement in the form of a map note on each Final Subdivision Map for Job's Peak Ranch Subdivision as follows:

Downstream agricultural users of the waters of Barber Creek and Sheridan Creek will have access for non-mechanical maintenance to such creeks as allowed by law and by historical custom and uses. Any mechanical or vehicular access shall be only as allowed by the property owner as set forth on a separate recorded agreement.

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2. Mechanical or vehicular access will be allowed as reasonably necessary to remove obstacles preventing delivery of irrigation water to a Water Right User. Any person requiring access shall do so providing reasonable notice under the circumstances, and shall describe their ownership of downstream water rights which establishes their right to seek access. If necessary, the need for such mechanical access shall be as determined by Douglas County, by and through the Community Development Department, or the office of the Nevada Division of Water Resources or another appropriate State agency. Any mechanical access is subject to the consent of the Job's Peak Ranch Homeowner Association and each individual property owner whose property will be affected or impacted. Such consent shall not be unreasonably withheld. Any property damage to property owned by the Job's Peak Homeowner Association or any individual owner will be remedied and any such property shall be restored to its original condition at the expense of the party seeking and obtaining access.

3. Any dispute concerning this Agreement shall be brought only in the Ninth Judicial District Court in and for the State of Nevada. The prevailing party in any action brought pursuant to this Agreement shall be entitled to receive an award for reasonable attorney's fees, as determined by the Court, in addition to any other relief.

4. Except as otherwise provided herein, this Agreement shall be binding upon, and shall inure to the benefit of, the successors, heirs and assigns of the parties. The benefits and burdens of this Access Agreement shall run with the land described in paragraph A as Job's Peak Ranch, and shall inure to any person who is a Water Right User by virtue of ownership of irrigation water rights on Barber or Sheridan Creek.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of

the date first set forth below.

DATE: 29 May 97

FIVE CREEK, LLC

By: *Cole Smith*  
Cole Smith, Operating Manager

DATE: 6/5/97

WATER RIGHT USERS

By: *Dennis Buckley*  
Dennis Buckley

DATE: 6/5/97

By: *George Ashley*  
George Ashley, Executor of John Colyer Estate

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ) ss.

ON \_\_\_\_\_, 1997, Cole Smith personally appeared before me, a Notary Public, and is personally known to me to be the person whose name is subscribed to the above instrument, and acknowledged that he executed the above instrument.

\_\_\_\_\_  
(Signature of Notary)

STATE OF Nevada )

COUNTY OF Douglas ) ) ss.

ON June 5, 1997, Dennis Buckley personally appeared before me, a Notary Public, and is personally known to me to be the person whose name is subscribed to the above instrument, and acknowledged that he executed the above instrument.



*Marci D. Appleton*  
(Signature of Notary)



ACCESS AGREEMENT

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

On May 29, 1997, before me, a notary public, personally appeared COLE SMITH, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Rebekah Higginbotham  
Notary Public



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REQUESTED BY  
Springmeyer Law Firm  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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LINDA SLATER  
RECORDER  
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