

A Ptn. 1220-03-000-024
1220-03-000-022
When Recorded, Return to:

Scarpello, Huss & Oshinski, Ltd.
600 East William St., Ste. 300
Carson City, NV 89701

EASEMENT FOR IRRIGATION AND DRAINAGE

This Irrigation and Drainage Easement is made on this 15 day of APRIL, 2003, by and between Sierra Nevada SW Enterprises, Ltd., a Nevada limited liability company, by Corporate Management Services, Inc., a Nevada corporation, its manager, (herein "Grantor") and Terry and Linda Jacobsen, husband and wife (herein "Grantee").

W I T N E S S E T H:

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor, owner of certain real property more particularly described in Exhibit "1" as Parcel 1, hereby grants to Grantee, owner of certain real property more particularly described in Exhibit "1" as Parcel 2, the following easements for irrigation and drainage pertaining to irrigation ditches and water therein located on Parcel 1, which easements are more particularly described in Exhibit "1" attached hereto and incorporated herein by this reference.

1. The easements granted herein provide to Grantee continuing rights to irrigation water. No additional or diminished rights to irrigation water are granted herein.

2. The easements granted herein include the right of access to perform incidental maintenance, repair, and replacement. The width of the easements shall be as specified in Exhibit "1".

3. The easements granted herein are appurtenant to Grantee's real property described in Exhibit "1" as Parcel 2.

4. The easements granted herein are perpetual, exclusive and run with the land.

5. The easements granted herein are subject to the following restrictions:

(a) The maintenance rights and obligations noted in paragraph 2 above, are subject to Grantee being responsible for the repairs and restoration of the property in a manner that does not

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unreasonably interfere with business of Grantor; Grantee also waives all claims, demands or causes of action for death, personal injury, or property damages against Grantor, its agents, employees, officers, directors, and affiliates, which Grantee may have by virtue of Grantee entering and going upon Grantor's property, except injuries and damages caused by the negligent or intentional acts of Grantor.

(b) The easements shall be used in a manner which does not constitute a nuisance to the property of Grantor.

(c) The easements shall not be paved, lighted, or otherwise improved, except as permitted specifically by written agreement by the Grantor.

6. Grantor reserves the right to relocate the irrigation ditches described herein at Grantor's expense, provided that the following conditions are satisfied:

(a) The relocated irrigation ditch(es) terminates at its present point of delivery, unless otherwise agreed to in writing by both parties; and

(b) The relocated ditch(es) does not diminish the capacity of the irrigation ditch(es).

7. Grantor reserves the right to install a pipe or culvert system, above or below ground, in lieu of the irrigation ditch(es) described herein, provided that the following conditions are satisfied:

(a) The pipe or culvert system terminates at the present point of delivery, unless otherwise agreed to in writing by both parties; and

(b) The pipe or culvert system does not diminish the capacity of the irrigation ditch(es).

8. If the Grantor exercises Grantor's rights to install a pipe or culvert system pursuant to paragraph 7 above, upon completion of the installation of the pipe or culvert system, the easement width pursuant to paragraph 2 above, shall be immediately reduced to a twenty-foot (20') easement pursuant to Douglas County ordinances.

9. Grantor reserves the right to discharge storm drainage water into the irrigation ditch(es), provided that the discharge does not exceed the capacity of the irrigation ditch(es).

ADJUSTED APN
1220-03-000-023
(DOC. NO. 569146)

ADJUSTED APN
1220-03-000-002
(DOC. NO. 569146)
PARCEL 2

N89°19'57"W 1265.26'

N77°33'39"E 919.09'

NEW 37' WIDE DITCH
IRRIGATION AND
MAINTENANCE EASEMENT
(8.5' EAST AND 28.5'
WEST OF CENTERLINE)

N89°37'36"E
6.68'

EXISTING 37' WIDE DITCH
IRRIGATION AND MAINTENANCE
EASEMENT (8.5' EAST AND
28.5' WEST OF CENTERLINE)
PER DOC. NO. 250593 AND
PARTIAL ABANDONMENT PER
DOC. NO. 289088

NEW 30' IRRIGATION
AND DRAINAGE
EASEMENT

1220-03-000-022
(DOC. NO. 491782)

ADJUSTED APN
1220-03-000-024
(DOC. NO. 569146)
PARCEL 1

EXISTING 54' WIDE DITCH
IRRIGATION AND MAINTENANCE
EASEMENT (17' EAST AND 37'
WEST OF CENTERLINE) PER
DOC. NO. 250593

49' WIDE DITCH IRRIGATION
AND MAINTENANCE EASEMENT
PER DOC. NO. 491782

SECTION 3,
T.12N., R.20E., M.D.M.

Anderson
ENGINEERING INC

1608 ESERALDA AVENUE / POST OFFICE BOX 2229
MINDEN, NEVADA 89423
PHONE: (775) 782-2322 / FAX: (775) 782-7004
WEB SITE: WWW.ROANDERSON.COM

EXHIBIT "I"
DITCH AND IRRIGATION
EASEMENTS

04/10/08
39676EXH.dwg

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COPY

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 APR 15 PM 4:26

WERNER CHRISTEN
RECORDER

\$ 19⁰⁰ PAID *Kg* DEPUTY

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