

REQUESTED BY  
Adderson Engineering  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2003 OCT 29 AM 11:18

WERNER CHRISTEN  
RECORDER

\$24.00 PAID Kg DEPUTY

When recorded, return to:  
George M. Keele, Esq.  
1692 County Road, #A  
Minden NV 89423

APNs: 1320-31-000-002,  
1320-31-000-003,  
1320-31-502-001,  
1320-32-201-004

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 13<sup>th</sup>  
day of October, 2003, by and between MACK LAND & CATTLE  
COMPANY, hereinafter referred to as Grantor, and TOWN OF MINDEN,  
a political subdivision of the State of Nevada, hereinafter  
referred to as Grantee.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of four (4) parcels of real  
property in the Town of Minden, County of Douglas, State of  
Nevada. These four (4) parcels are identified as Parcel 5  
(Douglas County Assessor's Parcel No. (hereinafter "APN") 1320-  
31-000-002), Parcel 4 (APN 1320-31-000-003), Parcel 3 (APN 1320-  
31-502-001) and Adjusted Parcel 2 (APN 1320-32-201-004) as said  
parcels are more fully depicted, running generally from the east  
to west, respectively, on Exhibit A attached hereto and  
incorporated herein by this reference; and

WHEREAS, Grantor and Grantee desire to enter into this  
Agreement to memorialize the understanding between them that  
Grantor desires to use the Town's drainage system without  
limitation to accept runoff, including without limitation tail  
water, from Grantor's parcels of real property described on

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Exhibit A hereto and that the Town may continue to use the Town's drainage system without limitation to accept runoff from Grantee's real property within the Town of Minden in Douglas County, Nevada, as well as from real property owned by third parties within and outside the Town of Minden, according to their historical custom and usage, as such water flows into, through and eventually out of the Town of Minden; and

WHEREAS, the drainage easement described in Exhibit A will necessarily require periodic inspection, repair and maintenance;

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

1. Grantor hereby grants and conveys to Grantee an easement, as depicted in Exhibit A and as legally described in Exhibit B, attached hereto and incorporated herein by this reference, and as more fully explained hereinafter, for drainage, ingress, egress, and maintenance over, above, and beneath the Grantor's four (4) parcels of real property depicted on Exhibit A.

2. Except as set forth in (a) the second sentence of this paragraph 2, (b) all of paragraph 3, and (c) all of paragraph 7 of this Easement Agreement, the geographical limit of the easement herein granted is that it shall extend ten feet (10') on each side of the centerline and extend the entire length of and include what is identified on Exhibit A as the "SUBJECT DITCH." Grantor the right temporarily to encroach upon, traverse with vehicles, and perform maintenance and repair work from, the other

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portions (i.e. those portions not described in Exhibit B hereto) of the Grantor's four (4) parcels depicted on Exhibit A to this Easement Agreement when such encroachment, passage over, and work performed from such parcels becomes reasonably necessary to perform maintenance and repair work on the easement described and depicted in Exhibits A and B.

3. The rules and conventions, as they are amended from time to time, of the Carson Valley Water Conveyance Advisory Committee and of ranchers and farmers in the state of Nevada, in general, and in the portion of the Carson Valley located in Nevada, in particular, shall govern the use of the easement, absent subsequent written agreement to the contrary between Grantor and Grantee.

4. This easement shall be of perpetual existence. This easement shall only cease to be binding if and when it is extinguished by an instrument in writing executed by Grantor, its successors or assigns, and Grantee, its successors or assigns.

5. This easement shall burden the Grantor's parcels referenced on Exhibit A hereto; it shall benefit all real property currently and historically entitled to discharge runoff into the referenced ditch easement, and it shall run with the land.

6. The Grantee shall be solely responsible for the water quality of its own runoff that flows through the subject water-conveyance easement, and the Grantor shall be solely responsible for the water quality of its own runoff that flows through the subject water-conveyance easement.

7. Upon providing the Town at least sixty (60) days' advance notice in writing, sent via certified mail, return receipt requested, and provided that the Grantor, its successors or assigns first receive all required governmental and other approvals before doing so, the Grantor is entitled to modify or to relocate entirely the ditch that defines the easement, or any portion thereof, granted in this Easement Agreement, provided that after such modification or relocation the hydraulics in the subject ditch and easement must be as good as or better than the hydraulics existing in the ditch and easement at the time of commencing the work of modification or relocation of the ditch and easement. Additionally, upon completing any such relocation of the ditch and easement, Grantor must promptly provide Grantee, at Grantor's sole expense, a legal description to the new or modified easement attached to a new Easement Agreement, in recordable form, with provision for Grantee's written approval of the new alignment being provided in the new Agreement.

8. INDEMNIFICATION: Each party agrees to indemnify and hold the other harmless from and against any and all claims of persons, whether in tort or in contract or under any other legal theory, for any environmental liability or from any other cause arising from or by virtue of the use, construction, maintenance or repair of the above-referenced ditch and drainage easement by that party.

9. FURTHER ASSURANCES: From time to time on and after the date hereof, the parties hereto shall deliver or cause to be

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delivered to each other such further documents and instruments and shall do and cause to be done such further acts as shall be reasonably requested by the parties, their successors or assigns, to carry out more effectively the provisions and purposes of this Agreement, to evidence compliance herewith or to assure themselves that they are protected in acting hereunder.

10. ENTIRE AGREEMENT; AMENDMENT: This Agreement contains the entire understanding and agreement between the parties and it shall supersede all prior correspondence, agreements and understandings, both verbal and written. This Agreement may not be modified or extended nor may any covenants or provisions hereof be waived, except by an instrument in writing, signed by the parties hereto.

11. ATTORNEY'S FEES: In the event of a dispute to enforce any of the terms or provisions of this Easement Agreement, the prevailing party shall be entitled to a court award of attorney's fees as a part of its recovery or judgment in such action.

12. INTERPRETATION: In this Agreement, the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include without limitation corporation, partnership, limited-liability company, company, firm, trust or association, whenever the context requires.

13. RECITALS AND CAPTIONS: The recitals and captions of the paragraphs and subparagraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the

interpretation, construction or meaning of the provisions of this Agreement.

14. SEVERABILITY: Should any part, term or provision of this Agreement or any document required herein to be executed or delivered at the closing of escrow be declared invalid, void or unenforceable, all remaining parts, terms and provisions thereof shall remain in full force and effect, and they shall in no way be invalidated, impaired or adversely affected thereby.

15. TIME: Except as otherwise specifically provided in this Agreement, time is of the essence of this Agreement and in each and every provision thereof.

16. CHOICE OF LAW: This Agreement shall be construed and interpreted under, and governed and enforced according to, the laws of the State of Nevada.

17. VENUE: Venue shall lie in the Ninth Judicial District Court of the State of Nevada, in and for the County of Douglas.

18. BINDING ON SUCCESSORS AND ASSIGNS: This Easement Agreement is binding on the successors and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on the date first set forth above.

MACK LAND & CATTLE COMPANY, INC.,  
a Nevada corporation

X By Maurice Mack  
Print name: Maurice Mack  
Title: Managing Partner

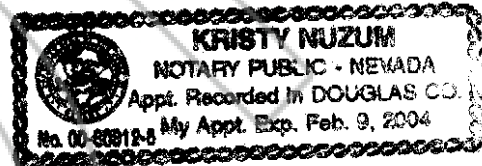
TOWN OF MINDEN,  
a political subdivision of the  
State of Nevada

By Raymond G. Wilson  
Print name: RAYMOND G. WILSON  
Title: CHAIRMAN MINDEN TOWN BOARD

STATE OF NEVADA )  
                              : ss.  
COUNTY OF DOUGLAS )

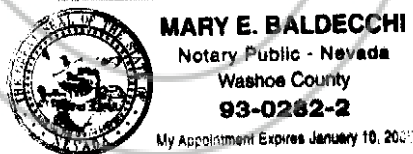
This instrument was acknowledged before me on the 28<sup>th</sup> day  
of October, 2003, by Maureen Mack, who is the Managing Partner  
of MACK LAND & CATTLE COMPANY.

Kristy Nuzum  
NOTARY PUBLIC



STATE OF NEVADA )  
                              : ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on the 13<sup>th</sup> day  
of October, 2003, by RAYMOND G. WILSON who is the Chairman  
of the TOWN OF MINDEN, a political subdivision of the State of  
Nevada.



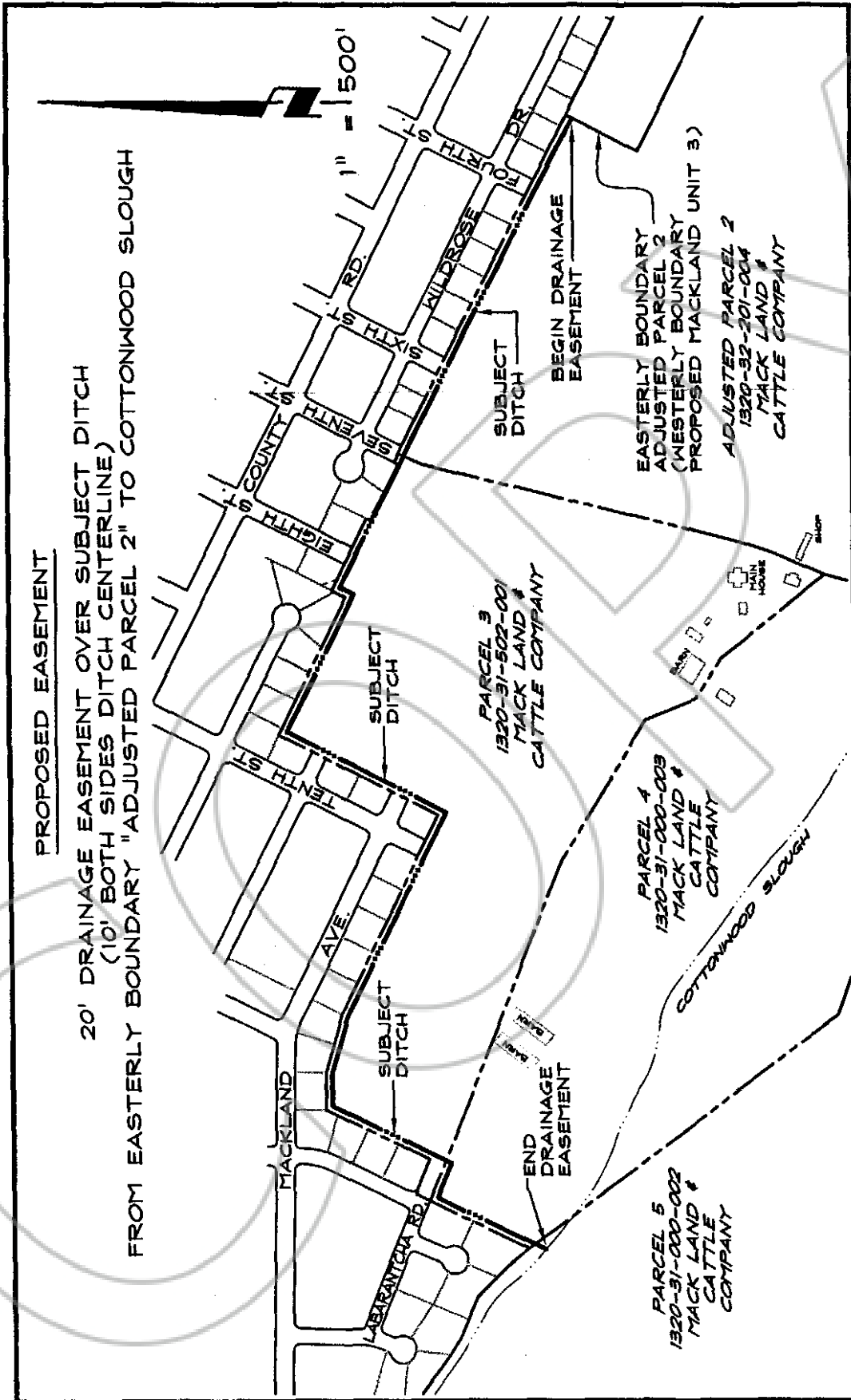
Mary E. Baldecchi  
NOTARY PUBLIC

EXHIBIT A  
TWENTY-FOOT (20') DRAINAGE EASEMENT

# 0595182







**RAnderson**  
ENGINEERING INC  
1403 ESTHERALDA AVENUE / POST OFFICE BOX 2224  
HINDEN, NEVADA 89423  
PHONE: (775) 762-2522 / FAX: (775) 762-7084  
WEB SITE: [WWW.RANDERSON.COM](http://WWW.RANDERSON.COM)

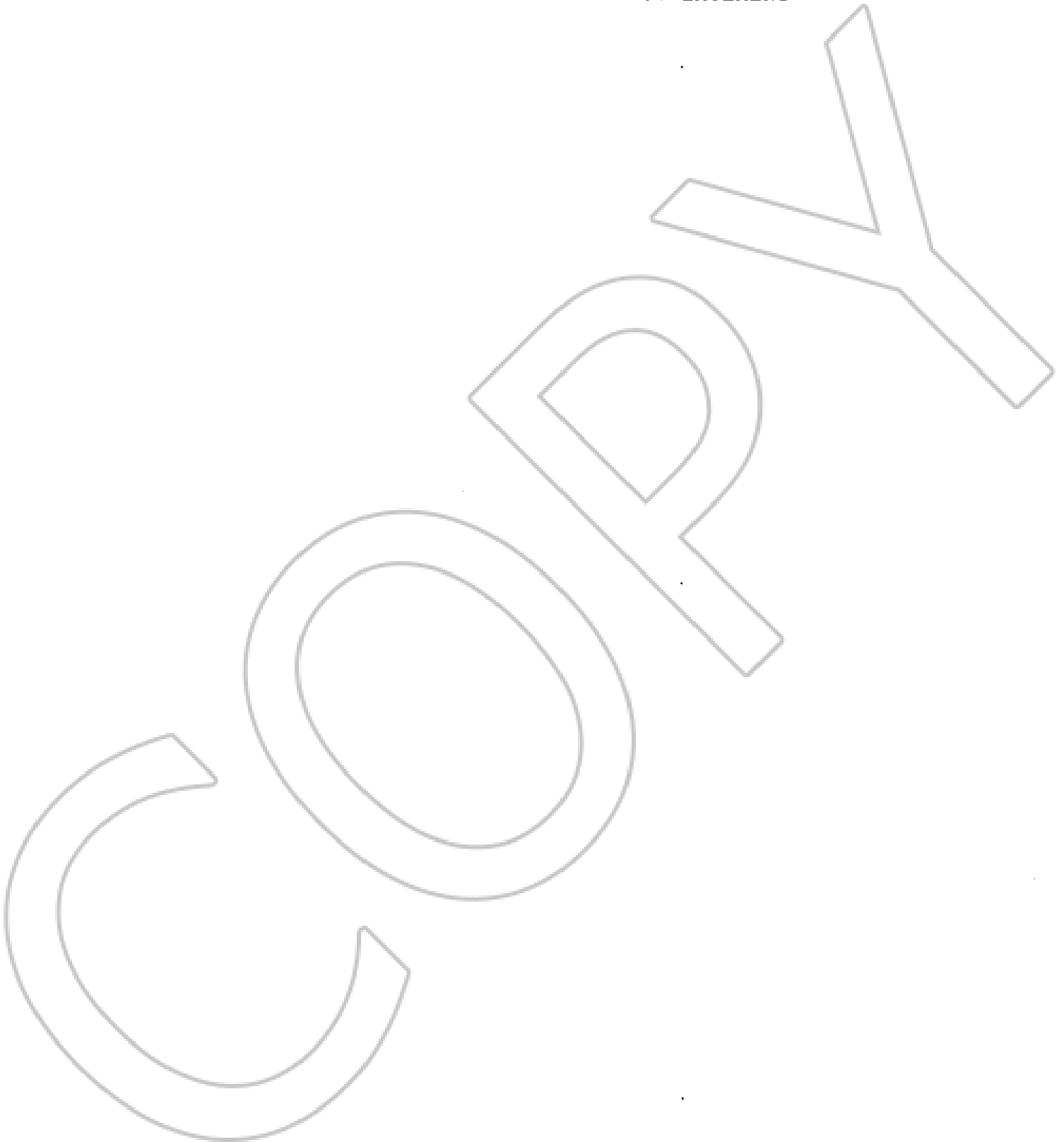
**EXHIBIT**

20' DRAINAGE EASEMENT  
A.P.N. 1320-31-000-002, 1320-31-000-003, 1320-31-502-001, 1320-32-201-004  
SECTIONS 31 AND 32, T.13N., R.20E., M.D.M. REVISED 04/19/03  
03/03/03  
62912EXH.dwg

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EXHIBIT B  
LEGAL DESCRIPTION OF DRAINAGE EASEMENT



**DESCRIPTION**  
**20' WIDE DRAINAGE EASEMENT**  
(Over A.P.N. 1320-31-000-002, 1320-31-000-003, 1320-32-201-004,  
and 1320-31-502-001)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A twenty foot (20') wide strip of land for drainage purposes located within portions of Sections 31 and 32, Township 13 North, Range 20 East, Mount Diablo Meridian, lying 10 feet on both sides of the centerline of the following described ditch:

Commencing at a point in the easterly boundary of Adjusted Parcel 2 as shown on the Record of Survey to Support a Boundary Adjustment for Mack Land & Cattle Company filed for record July 11, 2002 in the office of Recorder, Douglas County, Nevada as Document No. 546859, the centerline of an existing ditch being the POINT OF BEGINNING;

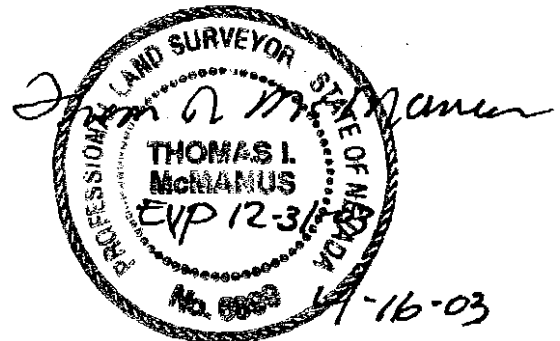
thence along said existing ditch that generally parallels the northerly boundary of said Adjusted Parcel 2 and the northerly and westerly boundaries of Parcels 3 and 4 as shown on the Map of Division Into Large Parcels for Mack Land & Cattle Company filed for record June 7, 1993 in said office of Recorder as Document No. 310040, to its TERMINUS at the Cottonwood Slough located in Parcel 5 as shown on said Document No. 310040.

Note:

Refer this description to your title company before incorporating into any legal document.

Prepared By:

R.O. ANDERSON ENGINEERING, INC.  
P.O. Box 2229  
Minden, Nevada 89423



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