

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

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 14 Fee: 27.00
BK-0605 PG-13392 RPTT: 0.00



GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made this 28th day of June, 2005, by and between STODIECK BROTHERS, LLC, a Nevada limited-liability company, hereinafter referred to as "Grantor"), and STODIECK BROTHERS, LLC, a Nevada limited-liability company, (hereinafter referred to as "Grantee").

RECITALS

A. Grantor is the owner of two (2) parcels of real property located in the County of Douglas, State of Nevada, which are more particularly described as Adjusted Parcel 1 (Douglas County Assessor's Parcel Number ("A.P.N.") 1220-06-001-008) and Adjusted Parcel 2 (A.P.N. 1220-06-001-009) in a copy of the document entitled Record of Survey to Support a Boundary Line Adjustment for Stodieck Brothers, LLC, which is attached hereto as Exhibit A (consisting of two pages that, together, represent one record of survey) and incorporated herein by this reference. Adjusted Parcel 2 is referred to herein as the "Servient Tenement." Adjusted Parcel 1 is referred to herein as the "Dominant Tenement."

B. The real property described in Exhibit A hereto includes, without limitation, appurtenant water rights adjudicated and

recognized in that certain decree entered October 28, 1980, in that certain action entitled *United States of America vs. Alpine Land & Reservoir Co., et al.*," in the United States District Court for the District of Nevada, No. D-183 (the "Alpine Decree").

C. Pursuant to the Alpine Decree, water from the East Fork of the Carson River is diverted and conveyed, among other conveyances (or ditches), by the Lightle Ditch, an existing three-foot- (3') wide ditch that is an integral part of the Easement Area described on Exhibit A hereto as three different points on said Exhibit A, as a "35' DITCH IRRIGATION AND MAINTENANCE EASEMENT . . ." and which enters and flows onto the Dominant Tenement at the boundary of the Dominant Tenement with A.P.N. 1220-05-000-001 (Stodieck, F. & B. et al.); flows southerly a short distance; turns westerly a longer distance; turns northwesterly a short distance; turns northerly (i.e. N 00° 15' 44" W) a much longer distance during which run the easterly portion of the Easement Area enters upon and parallels the westerly boundary of the Servient Tenement a distance until the Easement Area is entirely within the Servient Tenement; and then turns approximately 90° westerly and runs a distance of over 400 feet until it exits the Servient Tenement at its westernmost boundary with the Dominant Tenement.

NOW, THEREFORE, In consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, Grantor does by these presents grant, convey and agree as follows:



ARTICLE I

EASEMENT

Section 1.1 Grant of Easement. Grantor grants to Grantee, its successors and assigns, for the benefit of the Dominant Tenement, under the terms and conditions herein contained, a perpetual and non-exclusive thirty-five-foot- (35') wide easement (hereinafter referred to as the "Easement Area") for the diversion, conveyance, and distribution of water and for the purpose of ingress to and egress from, and for inspecting, cleaning, maintaining, operating, repairing, and reconstructing the same, over, along, on, and across that portion of the Servient Tenement described as the 35' Ditch Irrigation and Maintenance Easement in Exhibit A attached hereto and incorporated herein by this reference.

Section 1.2 Grantor's Rights within the Easement Area. Grantor shall have the right to fully use and enjoy the Easement Area at all times, provided that such use does not unreasonably interfere with the rights of Grantee in the Easement Area or with the purposes for which the easement is granted. So long as the Grantor or Grantee obtains and records in the official records of Douglas County, Nevada, the prior, written approval of all third parties who have rights in the Easement Area and to the stream flow therein, the easement herein granted shall remain perpetually subject to relocation unless or until permanently and perpetually confined to a finite course described in writing and recorded in the official records of Douglas County, Nevada, by Grantor, its heirs, successors, or assigns. At present, the easement is

described as a 35-foot-wide easement, and it shall always remain a 35-foot-wide easement. However, for the convenience of Grantor, its heirs, successors, and assigns, Grantor and its heirs, successors, and assigns, consistent with the restrictions set forth in this Grant of Easement, may establish a new course, or alignment, for said 35-foot-wide easement and then substitute the new course for the former course, subject to the following additional, conditions:

1. the new, or substituted, easement must conform to Nevada law and all federal law and must not violate any common law or contractual rights of third parties;
2. the new, or substituted, easement must not impermissibly restrict the stream flow to which the owners of the dominant tenement are entitled; in other words, the hydraulic flow of water in the water conveyance, or ditch, within the easement that replaces the instant easement must be at least of the same capacity as that of the existing water conveyance within the easement being replaced.

Section 1.3 Fences. Where not inconsistent with the rights of any third parties, Grantor may construct fences across the Easement Area, provided any such fence can be easily opened and/or removed to the extent required for any inspection, cleaning, maintenance, repair, and reconstruction within the Easement Area and further provided that any such fence shall not in any way obstruct or interfere with the flow of water within the Easement Area.

Section 1.4 Grantee's Rights Within the Easement Area.
Grantee and its employees and agents shall have the right of



ingress and egress to and from the Easement Area for any and all purposes reasonably necessary to the exercise by Grantee of the rights granted herein, including, without limitation, to inspect, clean, maintain, repair, reconstruct, and operate all ditches. To the extent reasonably necessary to satisfy the purposes of this Grant of Easement, Grantee shall have the right to remove or clear any and all combustible materials, trees, brush, willows, other vegetation, debris, or any other obstruction within the Easement Area.

Section 1.5 Grantee's Methods of Maintenance, and Related Matters. Grantee must accomplish its inspection, cleaning, maintenance, repair, and reconstruction of the Easement Area pursuant to methods which are consistent with good ranching practices, including, without limitation, by the use of hand tools, trucks, and heavy equipment (including both rubber-tired and track-laying vehicles). Grantee shall also have the right to chop or cut down willows, trees, and other plants growing on or within the Easement Area which, in the reasonable exercise of Grantee's judgment, impede or interfere with Grantee's access to, and/or the flow of water within, the Lightle Ditch or with Grantee's ability to exercise its rights to inspect, clean, maintain, repair, or reconstruct the Lightle Ditch.

Section 1.6 Notice of Cleaning and Maintenance Activities. Prior to any cleaning, repair, maintenance, or reconstruction of the Easement Area, Grantee shall give Grantor reasonable oral, same-day notice. No notice shall be required in the case of an

emergency as determined by Grantee in its sole and exclusive judgment.

ARTICLE II
GENERAL PROVISIONS

Section 2.1 Compliance with Law. The activities of Grantee, its successors and assigns, in connection with the easement granted hereby shall be (a) accomplished in a good and workmanlike manner, and in accordance with all applicable laws, ordinances, regulations; and (b) Grantee shall obtain all licenses, permits and other governmental approvals required by law in connection with its activities to be undertaken in the Easement Area.

Section 2.2 Liens. Grantee, its successors and assigns, will not create or permit to exist any lien or other encumbrance on the Servient Tenement resulting from any acts or omissions by Grantee, its successors and assigns, with respect to inspection, cleaning, maintenance, operation, repair, and reconstruction of the Easement Area or any other work performed thereon by Grantee, its successors and assigns.

Section 2.3 Notices. All notices and other communications which are required or permitted under this Grant of Easement shall be in writing and shall be effective when personally delivered, by courier service, facsimile, or when addressed:

If to Grantor: To the Record Owner of the Servient Tenement or any portion thereof at the time notice is given;

If to Grantee: To the Record Owner of the Dominant Tenement or any portion thereof at the time notice is given;

and deposited, postage prepaid, and registered or certified, return receipt requested, in the United States Mail. Either Grantee or Grantor may, by notice to the other given as herein stated, change its address for future notices hereunder. Notices delivered personally, by courier service, by registered or certified mail or facsimile shall be deemed communicated as of actual receipt. Notice to Grantor may be given by delivery to the physical location of the Servient Tenement.

Section 2.4 Benefits. Except as expressly provided in this Grant of Easement with respect to the Dominant Tenement and the owner or owners thereof, nothing in this Grant of Easement, expressed or implied, is intended to or shall confer on any person other than the parties hereto any rights, remedies, obligations, or liabilities under or by reason of this Grant of Easement.

Section 2.5 Headings. The section and other headings contained in this Grant of Easement are for reference purposes only and shall not affect the meaning or interpretation of this Grant of Easement.

Section 2.6 Rules of Construction. In this Grant of Easement, unless the context otherwise requires, words in the singular include the plural, and in the plural include the singular, and words of the masculine gender include the feminine and the neuter, and, when the sense so indicates, words of the neuter gender may refer to any gender. All references to Sections

or Exhibits shall refer to Sections and Exhibits of this Grant of Easement unless expressly stated otherwise. All references to Sections includes all subsections thereof.

Section 2.7 Governing Law. This Grant of Easement is to be governed by and construed in accordance with the laws of the state of Nevada applicable to contracts made and to be performed wholly within such state, and without regard to the conflicts of laws principles thereof.

Section 2.8 Attorney's Fees. The prevailing party in any proceedings arising in connection with this Grant of Easement shall be entitled to reimbursement for its reasonable costs incurred in connection therewith, including attorney's fees.

Section 2.9 Successors and Assigns. This Grant of Easement and all terms and provisions stated herein shall be binding upon the heirs, legal representatives, successors, and assigns of the Grantor and Grantee and upon the successors in title to the Servient Tenement and Dominant Tenement.

Section 2.10 Approvals. Whenever the approval or consent of the Grantor or the Grantee is required for any purpose under this Grant of Easement, the approval or consent will not be unreasonably withheld or delayed. Without limiting the foregoing, if any approval or consent is requested by either party, unless the consenting party notifies the requesting party within ten (10) days that it will not grant the approval or consent, the consenting party will be deemed to have given the approval or consent on the eleventh (11th) day.

IN WITNESS WHEREOF, the undersigned has executed this Grant of Easement on the 25th day of June, 2005.

STODIECK BROTHERS, LLC, a Nevada limited-liability company

By John Elmer Stodieck
John Elmer Stodieck,
~~Manager/Member~~

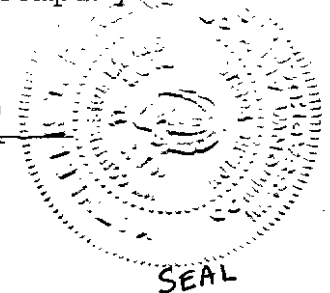
By Richard D. Stodieck
Richard Dole Stodieck,
~~Manager/Member~~

By Louis Sanford Stodieck
Louis Sanford Stodieck,
~~Manager/Member~~

STATE OF Mass.)
COUNTY OF Middlesex) : ss.

This instrument was acknowledged before me on the 25th day of June, 2005, by JOHN ELMER STODIECK, as Manager/Member of STODIECK BROTHERS, LLC, a Nevada limited-liability company.

Hubert J. Pereira
NOTARY PUBLIC



STATE OF Oregon)
COUNTY OF Washington) : ss.

This instrument was acknowledged before me on the 28th day of June, 2005, by RICHARD DOLE STODIECK, as Manager of STODIECK BROTHERS, LLC, a Nevada limited-liability company.

Cathy Morgan
NOTARY PUBLIC



STATE OF Nev.)
 : ss.
COUNTY OF Wallersex)

This instrument was acknowledged before me on the 25th day of June, 2005, by LOUIS SANFORD STODIECK, as Manager of STODIECK BROTHERS, LLC, a Nevada limited-liability company.

[Signature]
NOTARY PUBLIC



ACCEPTANCE

STODIECK BROTHERS, LLC, a Nevada limited-liability company, hereby accepts this Grant of Easement this 25th day of June, 2005.

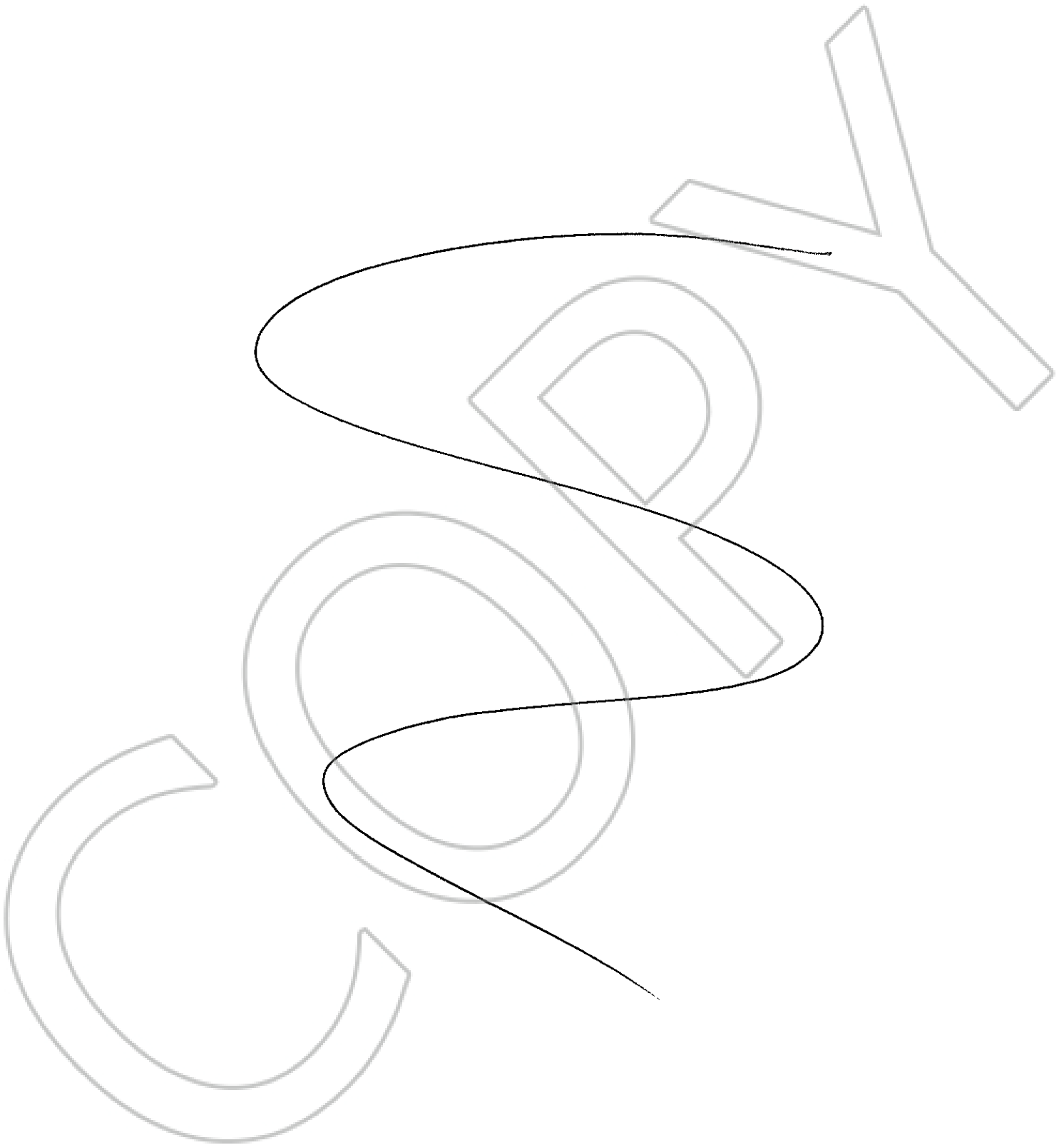
STODIECK BROTHERS, LLC, a Nevada limited-liability company

By [Signature]
John Elmer Stodieck,
Manager/Member

By [Signature]
Richard Dole Stodieck,
Manager/Member

By [Signature]
Louis Sanford Stodieck,
Manager/Member

EXHIBIT A



CATE

JSTMENT

DATE
ENT

E
MAP

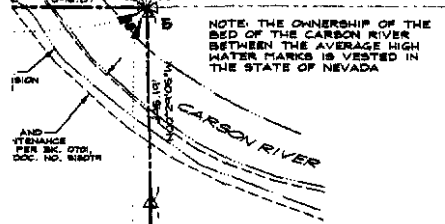
BY TO
ER STODIECK,
RECORDED

DEED
NEVADA

AS

1920-81-000-007
STODIECK,
F. & B. ETAL

1920-32-401-001
MACK LAND &
CATTLE CO.



PARCEL 2
06-001-009
IS GROSS
IES NET

1944 AND EASEMENT
K, NO. 11244

NE 2.94'

44'±

EXIST. BLDG. 76

EXIST. BARN

3'±

EXIST. BLDG. 75

EXIST. BLDG. 74

EXIST. BLDG. 73

EXIST. BLDG. 72

EXIST. BLDG. 71

EXIST. BLDG. 70

EXIST. BLDG. 69

EXIST. BLDG. 68

EXIST. BLDG. 67

EXIST. BLDG. 66

EXIST. BLDG. 65

EXIST. BLDG. 64

EXIST. BLDG. 63

EXIST. BLDG. 62

EXIST. BLDG. 61

EXIST. BLDG. 60

EXIST. BLDG. 59

EXIST. BLDG. 58

SURVEYOR'S CERTIFICATE

MATT BERNARD, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

- 1) A FIELD SURVEY OF THE BOUNDARIES OF THE AFFECTED PARCELS HAS BEEN PERFORMED BY ME OR UNDER MY SUPERVISION AT THE INSTANCE OF JOHN ELMER STODIECK.
- 2) THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE LANDS SURVEYED.
- 3) ALL CORNERS AND ANGLE POINTS OF THE ADJUSTED BOUNDARY LINE HAVE BEEN SET AND THE MONUMENTS ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY TO ENABLE THIS SURVEY TO BE RETRACED.
- 4) THE LANDS SURVEYED LIE WITHIN PORTIONS OF THE NORTHWEST 1/4 OF SECTION 5, THE NORTHEAST 1/4 OF SECTION 6, T.12N., R.20E., AND THE SOUTHEAST 1/4 OF SECTION 31, T.18N., R.20E., M.D.M. AND THE SURVEY WAS COMPLETED ON _____.
- 5) THIS PLAT IS NOT IN CONFLICT WITH THE PROVISIONS OF NRS 278.010 THROUGH NRS 278.630 AND COMPLIES WITH ALL APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES.

MATT BERNARD, P.L.S. 11172 DATE _____



OWNER'S CERTIFICATE

WE, THE UNDERSIGNED OWNERS OF THE AFFECTED PARCELS AS SHOWN ON THIS MAP, DO HEREBY STATE THAT:

- 1) WE HAVE EXAMINED THIS PLAT AND APPROVE AND AUTHORIZE ITS RECORDING;
- 2) WE AGREE TO EXECUTE THE REQUIRED DOCUMENTS CREATING ANY EASEMENT WHICH IS SHOWN HEREON;
- 3) WE AGREE TO EXECUTE THE REQUIRED DOCUMENTS ABANDONING ANY EXISTING EASEMENT PURSUANT TO THE PROVISIONS OF NRS 278.010 TO 278.630;
- 4) ALL PROPERTY TAXES ON THE LAND FOR THE FISCAL YEAR HAVE BEEN PAID;
- 5) ANY LENDER WITH AN IMPOUND ACCOUNT FOR THE PAYMENT OF TAXES HAS BEEN NOTIFIED OF THE ADJUSTMENT OF THE BOUNDARY LINE FOR THE TRANSFER OF LAND.

JOHN ELMER STODIECK, MANAGER
STODIECK BROTHERS, LLC

STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____ IN THE YEAR _____ BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED JOHN ELMER STODIECK, PERSONALLY KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE INSTRUMENT WHO ACKNOWLEDGED THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITIES AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSONS, OR THE ENTITY ON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL,
NOTARY'S SIGNATURE _____

MY COMMISSION EXPIRES: _____

RICHARD DOLE STODIECK, MANAGER
STODIECK BROTHERS, LLC

STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____ IN THE YEAR _____ BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED RICHARD DOLE STODIECK, PERSONALLY KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE INSTRUMENT WHO ACKNOWLEDGED THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITIES AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSONS, OR THE ENTITY ON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL,
NOTARY'S SIGNATURE _____

MY COMMISSION EXPIRES: _____

LOUIS SANFORD STODIECK, MANAGER
STODIECK BROTHERS, LLC

STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____ IN THE YEAR _____ BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED LOUIS SANFORD STODIECK, PERSONALLY KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE INSTRUMENT WHO ACKNOWLEDGED THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITIES AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSONS, OR THE ENTITY ON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL,
NOTARY'S SIGNATURE _____

MY COMMISSION EXPIRES: _____

BASIS OF BEARING

N00°25'41"W - THE EAST LINE OF PARCEL 2 AS SHOWN ON THE PARCEL MAP FOR ELMER STODIECK RECORDED JULY 21, 1977 AS DOCUMENT NO. 11244.

LEGEND

- ⊗ SECTION CORNER AS NOTED
- FOUND 1/2" IRON PIPE, NO TAG
- FOUND 5/8" REBAR TAGGED PLS 6497
- FOUND FENCE POST AS NOTED
- ▣ FOUND 4"x4" RIGHT-OF-WAY POST PER DOCUMENT NO. 484804
- NOTHING FOUND OR SET
- △ FOUND 5/8" REBAR WITH PLASTIC CAP PLS 11172
- ▲ SET 5/8" REBAR WITH PLASTIC CAP PLS 11172

RECORDER'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, AT _____ MINUTES PAST _____ O'CLOCK _____ M., IN BOOK _____ OF OFFICIAL RECORDS, AT PAGE _____, DOCUMENT NO. _____
RECORDED AT THE REQUEST OF STODIECK BROTHERS, LLC.

DOUGLAS COUNTY RECORDER

SCALE: 1" = 200'

SHEET 1 OF 1

**RECORD OF SURVEY
TO SUPPORT A BOUNDARY LINE ADJUSTMENT**

FOR

STODIECK BROTHERS, LLC

LOCATED WITHIN PORTIONS OF NW1/4 SECTION 5,
NE1/4 SECTION 6, T.12N., R.20E., AND
SE1/4 SECTION 31, T.18N., R.20E., M.D.M.
DOUGLAS COUNTY, NEVADA

1022-02-05
102202BLA2.dwg

12/22/04



408 BERNHARD AVENUE / POST OFFICE BOX 8227
RENO, NEVADA 89523
PHONE: (775) 782-2882 / FAX: (775) 782-7084
WEB SITE: WWW.ANDERSONENGINEERING.COM



BK- 0605
PG- 13404

